

# Certificate of insurance 14\_4477

The hirer and authorised driver of a hire car arranged by Sunny Cars International GmbH St. Gallen / Sunny Cars Vermietung GmbH München represented by Sunny Cars Deutschland GmbH is insured worldwide on the insurance conditions below.

## Overview of Benefits

### • ELVIA Additional Liability Insurance for Driving Rental Cars Abroad

Sum insured world-wide except USA / Canada: € 7,500,000 per damaging event; Insurance cover shall apply subordinate to the respective national minimum cover amount required by law.

Sum insured world-wide for USA / Canada: € 7,500,000 per damaging event; Insurance cover shall apply subordinate to local automobile liability insurance in the amount of at least USD / CAD 1,000,000 for personal injury and property damage.

Insurance cover is valid for the period in which the rental car is rented.

Type of travel: valid for all types of travel

Scope of validity: world-wide

Insured travel duration: see insurance policy or travel / booking confirmation. The insurance is valid for the rental period; a maximum of 92 days are possible.

## We are there for you

### Assistance in an emergency

If you require active assistance in an emergency the Assistance is there for you. Our 24-hour emergency service guarantees rapid and expert assistance all over the world!

Phone: +49.89.6 24 24-245

E-mail: [notfall@allianz-assistance.de](mailto:notfall@allianz-assistance.de)

### Important for help in an emergency during travel:

- Please hold the exact address and phone number of your current whereabouts ready to hand.
- Note down the name of your contacts, e.g. physician, hospital or police.
- Describe as exactly as possible the facts of the case and have the necessary information at hand (beginning / end of travel, organizer, insurance policy number).

### Questions about insurance benefits

Our Service team will provide you with any information you need on the subject of travel cover (mo – fr 08.30 am – 07.00 pm and sa 09.00 am – 02.00 pm):

Phone: +49.89.6 24 24-460

Fax: +49.89.6 24 24-244

E-mail: [service@allianz-assistance.de](mailto:service@allianz-assistance.de)

[www.allianz-assistance.de](http://www.allianz-assistance.de)

### Notification of claim after travel

The simplest and quickest way of notifying us of your claim after travel is via

[www.allianz-assistance.de/schadenmeldung](http://www.allianz-assistance.de/schadenmeldung)

(or alternatively by post to our Claims Department).

## Please note the following important information

Insurance cover is provided only for the person(s) named on the booking confirmation or the additional drivers listed in the rental agreement at the point of rental.

The party bearing the insured risk is Allianz Versicherungs-AG, on whose behalf AWP P&C S.A. implements the contract, collects the premiums and provides the contractually agreed insurance benefits subject to the Terms of Insurance set out below. Verbal agreements are invalid. Insurance tax is included in the premiums. No fees are charged.

On behalf of Allianz Versicherungs-AG



Olaf Nink, Chief Executive Officer

AWP P&C S.A.  
Niederlassung für Deutschland  
(Germany Branch)  
Bahnhofstraße 16  
D - 85609 Aschheim (near Munich)

Chief Executive Officer: Olaf Nink  
Registration Court: München HRB 4605  
VAT ID no: DE 129274528  
Insurance tax no.: 9116 80200191

AWP P&C S.A.  
Public limited company under French law  
Registered Office: Saint-Ouen (France)  
Commercial register: R.C.S. Bobigny 519 490 080  
Board of Management: Rémi Grenier (Chairman), Dan Assouline, Fabio de Ferrari, Ulrich Delius, Ulf Lange, Claudius Leibfritz, Lidia Luka-Lognoné, Sylvie Ouziel

Allianz Versicherungs-Aktiengesellschaft  
Chairman of the Supervisory Board: Dr. Manfred Knof.  
Board of Management: Joachim Müller (Chairman), Dr. Jörg Hipp, Burkhard Keese, Jens Lison, Mathias Scheuber, Frank Sommerfeld, Dr. Rolf Wiswesser.  
For value-added tax purposes: VAT ID no: DE 811 150 709;  
Insurance amounts are exempt from value-added tax.  
The principal place of business of the company: Munich / Germany  
Registration court: Munich HRB 75727  
Insurance tax no.: 9116 802 00477

### Complaint Notice:

Our goal is to offer first-class services. It is equally important to us to respond to your concerns. If you are not satisfied with any of our products or our service, please notify us directly.

You can send us your complaints relating to contract or claim issues using any means of communication. You can reach us by telephone at +49.89.6 24 24-460, in writing by e-mail to [service@allianz-assistance.de](mailto:service@allianz-assistance.de), or by regular mail to AWP P&C S.A., Beschwerdemanagement, Bahnhofstrasse 16, D - 85609 Aschheim (bei München), Germany. Additional information on our complaint process can be found at [www.allianz-reiseversicherung.de/beschwerde](http://www.allianz-reiseversicherung.de/beschwerde).

In addition, you can contact the responsible supervisory authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin - the German Federal Financial Supervisory Authority), Graurheindorfer Strasse 108, D - 53117 Bonn, Germany ([www.bafin.de](http://www.bafin.de)).

The contract is governed by the laws of the Federal Republic of Germany, unless this conflicts with international law. Legal action based on the insurance contract can be brought by the policyholder or the insured person before the court with jurisdiction over the principal place of business or the branch of the insurer. If the policyholder or the insured person is a natural person, legal action can also be brought before the court in the district of which the policyholder or the insured person has his place of residence when the legal action is brought or, if he does not have a place of residence, his habitual place of abode.

### Data protection:

In accordance with the provisions of the German Federal Data Protection Act, we hereby inform you that if a claim is filed your personal data which is required to implement the insurance contract will be stored. To check the application or the damage, inquiries will also be sent to other insurers and inquiries by other insurers will be answered. Moreover, data will be sent to the re-insurer. The addresses of each recipient of data will be provided upon request.

**Collection, processing and use of health data and disclosure of data to other parties:** Upon conclusion of contract the declarations of consent required to implement or terminate your insurance contract were given. You will find statements and information on data processing following the conditions.

# Terms and Conditions of AWP P&C S.A., Germany Branch, for ELVIA Travel Cover

Hereinafter referred to as AWP

## General Provisions for ELVIA Travel Cover AVB AB AWP E 14 SUN185

The regulations as stipulated under §§ 1 to 11 below apply to all ELVIA Travel Cover products. The General Policy Conditions (AVB) printed below apply to the respective insurance. Insurance cover is provided if you have contractually agreed the insurance concerned.

### § 1 Who is insured?

The persons named in the policy or the group of persons specified in the certificate of insurance are deemed insured persons, provided that the premium has been paid.

### § 2 For which travel is the insurance applicable?

Insurance cover applies to the respective insured travel in the agreed area of cover.

### § 3 When is the premium payable?

1. The premium is payable immediately after conclusion of the insurance contract and upon delivery of the insurance policy.
2. If the premium has not been paid upon the occurrence of the insured event, AWP is not obliged to pay indemnity, unless the insured person is not responsible for non-payment.

### § 4 When does the insurance begin and end?

1. In the case of Travel Cancellation Insurance, insurance cover begins on conclusion of the insurance contract for the booked travel and ends on commencement of travel.  
After booking the travel, it is possible to conclude an insurance contract up to 30 days before the commencement of travel. From the 29th day before the commencement of travel, the insurance contract must be concluded within three workdays after booking the travel.
2. With all other classes of insurance
  - a) insurance cover begins upon commencement of the insured travel and
  - b) ends at the agreed point in time, however at the latest when the insured travel ends;
  - c) insurance cover is extended beyond the scheduled end of travel if the agreed insurance covers the whole of the scheduled travel and the completion of travel is delayed for reasons beyond the control of the insured person.

### § 5 In which cases does insurance cover not apply?

1. No insurance cover is provided in the following cases:
  - a) Damage or losses caused by strikes, nuclear energy, confiscation and other acts by higher authority, as well as damage in areas, for which at the time of arrival the Foreign Office of the Federal Republic of Germany had issued a travel warning. If an insured person is at such a location at the time when a travel warning is issued, insurance cover ends 14 days after the announcement of the travel warning. Insurance cover continues in spite of the travel warning if the end of travel is delayed for reasons for which the insured person is not responsible.
  - b) Damage or losses as a result of war, civil war or warlike events. However, insurance cover is provided if the damage or loss occurs in the first 14 days after the start of the events. Insurance cover continues if the end of travel is delayed for reasons for which the insured person is not responsible. Insurance cover will definitely not be provided in the event that the insured person stays in a country in which war or civil war is already being waged or the outbreak of war or civil war could be foreseen. Damage or losses caused by actively participating in war, civil war or warlike events is not insured.
  - c) Damage or losses intentionally caused by the insured person.
  - d) Expeditions, unless otherwise agreed.
  - e) Damage caused indirectly or directly through the use of ABC weapons or ABC materials.
2. If economic, trade or financial sanctions or embargoes imposed by the European Union or the Federal Republic of Germany which are directly applicable to the contracting parties preclude insurance cover, no insurance cover is provided. This also applies to economic, trade or financial sanctions or embargoes announced by the United States of America, unless precluded by European or German legal provisions. The remaining terms of contract remain unaffected.

### § 6 What are the duties and obligations of the insured person in the event of damage or loss?

The insured person is obliged to

1. minimise the damage or loss as far as possible and avoid unnecessary costs;
2. report the damage or loss to AWP without delay;
3. describe the damaging event or the loss as well as the scope of the claim, truthfully provide AWP with any and all pertinent information and allow AWP to check the cause and amount of the claim asserted in a reasonable manner. The insured person must furnish proof in the form of original bills and receipts and release

physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – if knowledge of data is necessary in order to establish whether AWP has an obligation to indemnify and if so, the level of payment to be made. If AWP is unable to check the cause and amount of its obligation to indemnify because the insured person does not release physicians from their confidentiality obligation and does not enable AWP to check its obligation to indemnify in any other manner, the insurance payment will not become due.

### § 7 When does AWP pay compensation?

As soon as AWP has determined whether and to what extent it has an obligation to indemnify, compensation is paid within two weeks. Compensation is paid solely by transfer to a bank account.

### § 8 What applies if the insured person has claims for damages against third parties?

1. In accordance with statutory regulations, claims for damages against third parties pass to AWP up to the level of payment effected, provided that the insured person suffers no disadvantage thereby.
2. Upon request by AWP, the insured person is obliged to confirm in writing the transfer of claims to this extent.
3. Any obligations to indemnify arising under other insurance contracts and by social insurance institutions will have precedence over those of AWP. If the insured person first presents original bills to AWP for payment, AWP will be deemed to have made advance payment.

### § 9 When does the insured person forfeit claims to insurance benefits due to a breach of obligations and the statute of limitations?

1. If an obligation is intentionally violated, AWP is released from its obligation to indemnify; in case of grossly negligent violation, AWP is entitled to reduce its payment in proportion to the degree of fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, AWP is obliged to indemnify if the insured person furnishes proof that the violation of the obligation is not the cause of either the occurrence or the determination or the scope of AWP's obligation to indemnify.
3. The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

### § 10 What form must be followed for submitting declarations of intent?

1. Notices and declarations of intent from the insured person and the insurer must be in writing (e.g. letter, fax, e-mail).
2. Insurance agents are not authorised to accept such documents.

### § 11 Which court in Germany is responsible for dealing with the assertion of claims based on the insurance contract and which law applies?

1. At the option of the insured person, the courts of Munich or the place in Germany where the insured person has his permanent residence or habitual abode at the time the legal action is brought will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

## ELVIA Additional Liability Insurance for Driving Rental Cars Abroad AVB MWH AWP E 14

### § 1 What risk does AWP cover?

1. AWP provides excess insurance cover for the motor vehicle third-party liability if the sums insured of the motor vehicle third-party liability insurance taken out for the rental car abroad do not suffice to cover the personal injuries and property damage of an accident caused by the insured person.
2. See the overview for the contractually agreed sum insured per damaging event.

If several insured events occur in an uninterrupted course of events during one incident at a specific time and place, these are deemed to be one event irrespective of the number of injured parties affected.

### § 2 Are there any special requirements for the validity of the rental car additional third-party liability insurance?

1. The insurance cover of AWP requires that motor vehicle third-party liability insurance already exists for the rental car abroad which at least meets the legal requirements of the country concerned.
2. The insurance cover of AWP comes into existence only once the basic cover taken out by the rental car company and other insurances existing for the motor vehicle third-party liability have been utilised and completely exhausted.

3. Any deductible under the third-party liability insurance for the rental car abroad is not covered.
4. Cases of damage to the rental car itself and financial losses incurred as a result thereof are not insured.

### § 3 When is insurance cover not provided?

No insurance cover is provided if at the time of the accident the insured person

1. was not contractually authorised by the rental car company to drive the rental car;
2. did not have the driving licence required to drive the car;
3. suffered from impairments of consciousness as a result of being under the influence of alcohol, medication or drugs.

### § 4 How does AWP protect the insured person against liability claims and how much compensation does it pay?

1. AWP examines liability claims with regard to their validity, wards off unjustified claims and reimburses the compensation owed by the insured person.
2. If the injured party or his or her legal successor asserts a liability claim in court, AWP will conduct the legal dispute at its own expense on behalf of the insured person.
3. If AWP fails to settle a liability claim by admission, satisfaction or settlement on account of the resistance of the insured person, AWP shall not be required to pay any additional expenses incurred for the main issue, interest and the costs.
4. The sums insured as stipulated in the insurance policy and in the overview of benefits is the maximum limit of benefits payable by AWP.

### § 5 Which risks are not insured?

Insurance cover does not include the following liability claims:

1. Insofar as these exceed the scope of the insured person's statutory liability as a result of contractual or other commitments.
2. Among and between insured persons travelling together and insured persons and their accompanying relatives.
3. Due to damage caused to third-party property rented by or on loan to the insured person or obtained through unlawful interference or in the insured person's custody.
4. Due to damage caused when participating in driving events which aim at reaching a maximum speed. This also applies to the related driving training.
5. Due to compensation of a punitive nature, particularly punitive and exemplary damages.

### § 6 What are the duties and obligations of the insured person after the occurrence of damage or loss?

1. Each and every insured event must be reported to AWP immediately. An insured event is the damaging event which could entail the assertion of liability claims against the insured person.
2. If the claim for compensation has been asserted against the insured person, he or she must notify AWP thereof within one week after the claim is raised at the latest.
3. The insured person must also immediately inform AWP of any initiation of a preliminary investigation or issuance of an order of summary punishment or payment order and if proceedings are initiated, even if AWP is already aware of the insured event.
4. If the liability claim is taken to a court of law, the insured person shall allow AWP to conduct the proceedings, grant the legal counsel appointed and nominated by AWP full power of attorney to act on his or her behalf and submit all declarations deemed necessary by the legal counsel or AWP. Without awaiting instructions from AWP, the insured person shall raise objections within the specified period or seek the necessary legal remedies against orders for payment of damages decreed by the courts or by the state.
5. AWP is considered to have full authority to submit all declarations on behalf of the insured that it deems suitable to settle or ward off a claim.

# General information in the event of claim

## What do you do in any case of damage?

The insured person must minimise and document the damage as far as possible. For this reason, please ensure that you have suitable proof of the occurrence of the damage (e.g. confirmation of damage, medical certificate) and of the extent of damage (e.g. bills, receipts).

## What should you remember for claims under the Travel Accident Insurance or Travel Liability Insurance?

Please note the names and addresses of witnesses who saw the damaging event. Ask for a copy of the police report if the police was called in to investigate the matter. Notify AWP and submit these documents and information with your loss report.

# Declarations and information on data processing

## I. Consent to the collection and use of health data and declaration of release from secrecy.

The declarations of consent and of release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and data protection authorities.

The Insurance Contract Act, the Federal Data Protection Act and other data protection provisions do not include an adequate legal basis for the collection, processing and use of health data by the insurer. For this reason we need your consent as required by data protection laws. In the event of a claim, we may require your release from secrecy in order to obtain your health data from parties subject to secrecy (e.g. physicians).

Furthermore, we require your release from secrecy in order to disclose your health data or other data protected under § 203 of the German Criminal Code, e.g. the fact that there is a contract with you, your customer number or other identification data, to other parties, e.g. assistance, logistics or IT service providers.

The following declarations of consent are indispensable for the implementation or termination of your insurance contract (processing of your claim). Should you not submit these, it will not usually be possible to enter into any contract.

The declarations relate to the way we handle your health data and other data subject to secrecy (under 1.), in connection with requesting these from third parties (under 2.) and when disclosing them to parties external to the insurer (under 3.)

The declarations also apply to persons legally represented by you who are included in the insurance, e.g. to your children, if they do not recognise the significance of this consent and thus cannot submit their own declarations.

### 1. Consent to the collection, saving and use of your health data

I consent to AWP P&C S.A. collecting, saving and using the health data notified by me in the future, provided that this is required to implement or terminate the insurance contract.

### 2. Request of health data from third parties to verify the duty to indemnify

To check our duty to indemnify it may be necessary for us to check information on your state of health which you provided to substantiate claims or which is shown in the documents submitted (e.g. bills, prescriptions, expert opinions) or notifications, e.g. by a physician or other member of the health profession.

This verification is carried out only to the extent necessary. To do so, we require your consent including a release from secrecy for us and for these parties if, in the course of these requests, health data or other information subject to secrecy are disclosed.

We will inform you in each individual case of the persons or establishments that are required to provide information and for what purpose. You can then decide in each case whether you consent to the collection and use of your health data by the insurer, release the persons or establishments named and their employees from secrecy and consent to the transfer of your health data to the insurer, or whether you will provide the required documents yourself.

### 3. Disclosure of your health data and other data subject to secrecy to parties outside AWP P&C S.A.

We contractually oblige the parties named below to observe provisions on data protection and data security.

#### 3.1 Disclosure of data for medical assessment

To check our duty to indemnify, it may be necessary to call in medical experts. We require your consent and release from secrecy for this purpose if your health data and other data subject to secrecy are transferred in this connection. You will be informed of each transfer of data.

I hereby consent and agree that AWP P&C S.A. may transmit my health data to medical experts if this is necessary for reviewing the obligation to pay benefits in my insurance claim and that the health data are used there for the proper purpose and the results are sent back to AWP. I release the persons working for AWP P&C S.A. and the experts from their nondisclosure duty with respect to the health data and other data protected under StGB (German Criminal Code) § 203.

#### 3.2 Transfer of tasks to other parties (business enterprises or persons)

We do not perform in part certain tasks in the course of which your health data might be collected, processed and used. We have therefore transferred these tasks to other companies. If your data subject to secrecy are disclosed in the course of this, we require your release from secrecy for us and, where necessary, for other parties.

We carry out a constantly updated list of the parties and categories of parties that collect, process or use data subject to secrecy on our behalf as agreed. This list shows the tasks which have been transferred to the individual parties. The currently valid list is enclosed directly with the declarations.<sup>1)</sup> An up-to-date list can also be viewed on the Internet under [www.allianz-reiseversicherung.de/datenverarbeitung](http://www.allianz-reiseversicherung.de/datenverarbeitung) or requested from us (AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (near Munich), Phone +49.89.62424-460, [service@allianz-assistance.de](mailto:service@allianz-assistance.de)). We need your consent for the disclosure of your health data and for use of such data by the parties listed at these points.

I consent to AWP P&C S.A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AWP P&C S.A. would be allowed to do. Insofar as necessary, I release the employees of AWP P&C S.A. as well as those of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under § 203 of the German Criminal Code.

#### 3.3 Disclosure of data to reinsurers

To ensure that your claims are satisfied, AWP P&C S.A. can conclude contracts with reinsurers that partially or completely assume the risk insured by us. In some cases the reinsurers use other reinsurers for this purpose to whom they also transfer your data. To allow the reinsurer to check whether AWP P&C S.A. has correctly assessed a claim, AWP P&C S.A. might be required to present your claim documents to the reinsurer.

To settle insurance claims, data on your existing contracts might also be disclosed to reinsurers.

As far as possible, anonymised and pseudoanonymised data are used for the purposes named above, but personal health data might also be used.

Reinsurers use your personal data only for the purposes named above. We will inform you of the transfer of your health data to reinsurers.

I consent to AWP P&C S.A. transferring my health data to reinsurers, provided that this is necessary for the assertion of legal claims for reimbursement in my insurance case; that the health data is used appropriately and that the results are relayed back to AWP. Insofar as is necessary, I release from their confidentiality obligations any persons acting on behalf of AWP P&C S.A. and consultants, with respect to the health data and further pursuant to data protected under Section 203 of the StGB (German Criminal Code).

## Statements by the insured person(s) or the legal representative of the person(s) to be insured:

I hereby make the declarations on data processing submitted by the applicant or the person interested in insurance on my own behalf or on behalf of the person(s) to be insured

<sup>1)</sup> Allianz Group companies (marked with \*) and service providers that use personal data on behalf of the insurer which are subject to secrecy and/or collect, process or use health data:

- Mondial Kundenservice GmbH \* (claims processing)
- AWP Romania SA \* (claims processing)
- Simplepaper Archive Management GmbH (claims processing)
- Allianz Handwerker Services GmbH \* (technical services for companies of the Allianz Group)
- Allianz Technology SE \* (shared services for companies of the Allianz Group)
- AWP Service Deutschland GmbH \* (assistance services)
- rehacare GmbH \*, medical and professional rehabilitation company (rehab services)
- PCI Holdings AG (technical services)
- MAWISTA GmbH (sales and customer-related services, telephone service)
- tricontes GmbH (sales and customer-related services, telephone service)
- IMB Consult GmbH (support in the preparation of medical reports)
- ViaMed GmbH (medical consulting, support in the preparation of medical reports)
- Experts (medical and nursing assessment and preparation of expert reports)
- Nursing services and providers of medical aids (arrangement of nursing services and medical aid providers)
- Patient repatriation transports (medically advisable or necessary repatriation from abroad)

## II. Disclosure of data to other insurers

Pursuant to the Insurance Contract Act the insured person must notify the insurer of all important circumstances for claim settlement in case of damage. This can also include previous illnesses and claims or notifications about other similar insurance. In certain cases, such as double insurance, legal subrogation and where there are cost sharing agreements, personal data must be exchanged between insurers. Also to prevent any misuse of insurance it may be necessary to request information from other insurers or to provide suitable information upon request. In the process, the data of the person affected are disclosed, such as his or her name and address, type of insurance cover and the risk or information on the claim (type of damage, amount of claim, date of damage).