



## **TUI CARS Additional Liability Insurance for Driving Rental Vehicles**

The following pages contain the terms & conditions for insurance cover/the insurance confirmation for the additional liability insurance policies contracted by TUI CARS.

The additional liability insurance policies cover bodily injuries and property damages in connection with a rental vehicle rented via TUI CARS if the liability insurance coverage contracted by the local rental company is less than EUR 7.5 million.

**Please refer to the insurance terms & conditions or the insurance confirmation on the following pages for all details of coverage. They are binding in the event of a claim.**

- For claims up to EUR 2.0 million, the additional liability insurance of Allianz applies.  
→ The insurance terms & conditions can be found on pages 2 to 6.
- For the claims amount exceeding EUR 2.0 million up to an amount of EUR 7.5 million, the additional liability insurance of HDI applies.  
→ The insurance confirmation can be found on pages 7 to 9.
- The EUR 7,5 m Additional Liability Insurance can only be provided to customers, that have their usual place of residence in the European Economic Area (EEA) or in Switzerland.  
→ The insurance confirmation can be found on pages 10.
- For rentals of the rental company Alamo in Canada, in the USA and its territories as well as in Puerto Rico, the additional liability insurance of HDI already covers the claims amount exceeding US\$ 1.0 million up to an amount of EUR 7.5 million.  
→ The insurance confirmation can be found on pages 7 to 9.

If a rental vehicle liability claim exceeds the liability insurance coverage contracted by the local rental company, please contact our TUI CARS customer service ( [customer-service@tuicars.com](mailto:customer-service@tuicars.com) ). We will then forward the claim to the respective insurer/s.

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<b>Versicherungsbestätigung</b>	<b>1</b>	<b>Certificate of Insurance</b>
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<b>Versicherungsscheinnummer</b>	<b>1.1</b>	<b>Policy Number</b>
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86001111-01609

Versicherungsbeginn 01.10.2022, 0 Uhr MEZ Tag/Monat/Jahr	<b>1.2</b>	<b>Inception Date</b> 01.10.2022, 0 CET day/month/year
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Versicherungsablauf 01.10.2025, 0 Uhr MEZ Tag/Monat/Jahr	<b>1.3</b>	<b>Expiration Date</b> 01.10.2025, 0 CET day/month/year
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<b>Versicherungsnehmer</b>	<b>1.4</b>	<b>Insured</b>
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TUI AG  
Karl-Wiechert-Allee 23  
30625 Hannover  
Germany

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<b>Art der Versicherung</b>	<b>2</b>	<b>Type of Insurance</b>
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Industrie-Betriebsstätten- und Produkthaftpflicht Versicherung		General Liability including products liability
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<b>Örtlicher Geltungsbereich</b>	<b>3</b>	<b>Policy Territory</b>
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weltweit inklusive USA/Kanada		world-wide including USA/Canada
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<b>Deckungssummen</b>	<b>4</b>	<b>Limits of Indemnity</b>
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Personen-, Sachschäden (pauschal)		Bodily injury and property damage
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Je Versicherungsfall	EUR	10.000.000	anyone insured event in annual aggregate
Höchstens je Versicherungsjahr	EUR	10.000.000	

## Sublimit für die Anmietung von Kraftfahrzeugen durch Kunden der versicherten Unternehmen

Auffülldeckung für Personen- und Sachschäden, pauschal, für den Differenzbetrag aus der unterliegenden Deckung zu folgendem Betrag

Je Versicherungsfall	EUR	7.500.000
Höchstens je Versicherungsjahr	EUR	7.500.000

### Unterliegende Deckungssummen:

#### Für den Vermieter Alamo in Kanada, USA und deren Territorien sowie Puerto Rico

Differenzbetrag aus der Versicherungsdeckung des angemieteten Kraftfahrzeuges, mindestens jedoch USD 1'000'000, und der oben genannten Deckungssumme bzw. einer ggf. höheren Pflichtversicherungssumme, und der oben genannten Deckungssumme.

#### Für den Vermieter National in Kanada, USA und deren Territorien sowie Puerto Rico

Differenzbetrag aus der Versicherungsdeckung des angemieteten Kraftfahrzeuges in Höhe von mindestens EUR 2'000'000 und der oben genannten Deckungssumme bzw. einer ggf. höheren Pflichtversicherungssumme, und der oben genannten Deckungssumme.

#### Für alle sonstigen Vermieter weltweit

Differenzbetrag aus der Versicherungsdeckung des angemieteten Kraftfahrzeuges in Höhe von EUR 2'000'000 und der oben genannten Deckungssumme bzw. einer ggf. höheren Pflichtversicherungssumme, und der oben genannten Deckungssumme.

Es bestehen Deckungssummen-Begrenzungen für bestimmte Deckungstatbestände.

Bei in den USA, USA-Territorien und Kanada eingetretenen Versicherungsfällen oder dort geltend gemachten Ansprüchen werden die Aufwendungen des Versicherers für Kosten als Leistungen auf die Deckungssumme angerechnet.

## 5 Sublimit for Customers Hires – Motor Liability

Umbrella for Bodily injuries and property damages, combined, for the difference between the underlying policy and following amount anyone insured event in annual aggregate

### Underlying Limits of Indemnity:

#### For the Car Rental Company Alamo in Canada, USA and its Territories as well as Puerto Rico

Difference between the insurance coverage for the rented car, USD 1'000'000 at a minimum, and the above mentioned limit respectively the difference between the Mandatory insurance limits, if these are higher, and the above mentioned limit.

#### For the Car Rental Company National in Canada, USA and its Territories as well as Puerto Rico

Difference between the insurance coverage for the rented car, EUR 2'000'000 at a minimum, and the above mentioned limit respectively the difference between the Mandatory insurance limits, if these are higher, and the above mentioned limit.

#### For all other Car Rental Companies worldwide

Difference between the insurance coverage for the rented car, EUR 2'000'000 at a minimum, and the above mentioned limit respectively the difference between the Mandatory insurance limits, if these are higher, and the above mentioned limit.

The limits of Indemnity are limited in respect of particular types of coverage.

In respect of occurrences in or claims made in the United States of America, its territories and possessions and Canada costs are within the limits.

## Rechts- und Gerichtsstand

Für Streitigkeiten bezüglich der Auslegung des Bedingungsumfanges dieses Vertrages wird als ausschließlicher Gerichtsstand Hannover vereinbart. Diese Gerichtsstandsvereinbarung gilt auch für im Ausland ansässige mitversicherte Unternehmen. Es gilt ausschließlich deutsches Recht.

## 6 Governing Law and Jurisdiction

German law shall apply exclusively to the interpretation of this confirmation and the policy to which it attaches. Exclusive place of jurisdiction is Hanover, Germany. This shall also apply to foreign additional insured.

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### Hinweis

Ausschließlich der deutsche Versicherungsvertrag ist rechtsverbindlich.

Unabhängig von jeglicher Voraussetzung oder anderen vertraglichen Vereinbarungen, wegen derer diese Versicherungsbestätigung ausgestellt wurde oder auf die sie sich bezieht, besteht Versicherungsschutz nur im Rahmen und Umfang des beschriebenen Versicherungsvertrages. Die aufgeführten Deckungssummen können durch Schadenzahlungen reduziert sein.

Diese Bestätigung ist nur zum Zwecke der Information ausgestellt und überträgt keinerlei Rechte auf den Inhaber.

Durch diese Bestätigung wird die Deckung, die durch die oben genannte Police geboten wird, weder ergänzt noch erweitert oder geändert.

Hannover, 19.09.2024

HDI Global SE  
Operations Liability  
Region Nordost  
HDI-Platz 1  
30659 Hannover  
Germany

gez. Alexander Klose

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### 7 Annotation

Only the German policy is legally binding.

Irregardless of any requirement, contractual agreement or other documentation for which this certificate is being requested or may pertain, the insurance coverage afforded by the captioned policy will be limited to and will still be subject of its original terms, conditions and exclusions. Limits shown may have been reduced by paid claims. The certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy described above.

gez. Carsten Schaller

## INSURANCE CONFIRMATION FOR CONTRACT NO. 20\_5307

In accordance with the following Terms and Conditions of Insurance, the authorised holder of this insurance confirmation is insured as a rental customer and authorised driver of a rental vehicle arranged by TUI Deutschland GmbH

### YOUR INSURANCE BENEFITS

#### ADDITIONAL MOTOR THIRD PARTY LIABILITY INSURANCE FOR RENTAL VEHICLES ABROAD

- Additional Motor Third Party Liability Insurance for Rental Vehicles Abroad

Sum insured: € 2,000,000 per damaging event

The insurance coverage applies in excess to the respective national statutory basic coverage and other existing motor vehicle liability insurance policies for the motor vehicle liability risk of the rental vehicle.

**Area of application:** world incl. USA / Canada, not valid for rentals in Germany  
**Insured duration of travel:** See travel confirmation / booking confirmation. The insurance applies for the duration of the rental with a permissible maximum of 90 days.

### HOW TO CONTACT US

#### Questions about your insurance benefits

Our Service Team is ready to provide you with the information you need (Mon. – Fri. 8.30 am – 7.00 pm and Sat. 9.00 am – 2.00 pm):

**Telephone: +49.89.6 24 24-460**  
**Fax: +49.89.6 24 24-244**  
**Email: [service-reise@allianz.com](mailto:service-reise@allianz.com)**  
**[www.allianz-reiseversicherung.de](http://www.allianz-reiseversicherung.de)**

#### Registering a claim

You can register a claim very easily and quickly by going online to

**[www.allianz-reiseversicherung.de/schadenmeldung](http://www.allianz-reiseversicherung.de/schadenmeldung)**  
 (or you can send a letter to our Claims Department)

### DEFINITIONS AND NOTES

TUI Deutschland GmbH is the policyholder and has concluded a group insurance contract. This group insurance contract is a uniform insurance contract covering a group of persons. Insurance cover is only provided for the persons named in the booking confirmation and the additional drivers named in the rental contract.

Allianz Versicherungs-AG bears the insured risk. AWP P&C S.A. operates on its behalf in the areas of processing contracts, collecting premiums and delivering the contractually agreed insurance services in accordance with the following Terms and Conditions of Insurance. Verbal agreements shall not be valid. Insurance tax is already included in the insurance premiums. No fees are charged.

On behalf of Allianz Versicherungs-AG

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

General Representative: Jacob Fuest  
 Registration court: Munich HRB 4605  
 VAT ID No. DE 129274528

AWP P&C S.A.  
 Public Limited Company incorporated under French law  
 Registered Office: Saint-Ouen (France)  
 Commercial register: R.C.S. Bobigny 519 490 080  
 Chairperson of the Board of Management: Sirma Boshnakova

Allianz Versicherungs-Aktiengesellschaft  
 Chairperson of the Supervisory Board: Dr. Klaus-Peter Röhler  
 Chairperson of the Board of Management: Frank Sommerfeld  
 For VAT purposes: VAT ID No. DE 811 150 709;  
 Insurance premiums are exempt from value-added tax.  
 Registered office: Munich  
 Registration court: Munich HRB 75727

**IMPORTANT NOTICE:**  
 Please notify us of an insured event within one week.

This translation is for information purposes only. In the event of any conflict or inconsistency between the German and the English versions, the German original shall prevail.

## COMPLAINTS, APPLICABLE LAW AND CONTRACTUAL LANGUAGE

### How you can lodge a complaint

It is our aim to offer you first-class services. Engaging with your concerns is equally important to us. If, at any time, you are not completely satisfied with our products or our service, please do not hesitate to inform us.

You can use any means of communication to inform us of your complaints concerning contractual or claims-related issues:

by telephone: +49.89.6 24 24-460

by email: [beschwerde-reise@allianz.com](mailto:beschwerde-reise@allianz.com)

by letter addressed to AWP P&C S.A., Beschwerdemanagement, Bahnhofstraße 16, D – 85609 Aschheim (near Munich)

Further details about our complaints handling process is available at [www.allianz-reiseversicherung.de/beschwerde](http://www.allianz-reiseversicherung.de/beschwerde)

You can also contact the insurance ombudsman with your complaint regarding all insurance policies (with the exception of travel health insurance):

Versicherungsombudsmann e. V., post office box 08 06 32, D – 10006 Berlin

Telephone: 0800.3 69 60 00, Fax 0800.3 69 90 00

Email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

You can find further information at: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

For complaints about any insurance line, you can also contact the competent supervisory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht / German Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, D – 53117 Bonn ([www.bafin.de](http://www.bafin.de)).

Please note that this does not affect your right to take legal action.

### Applicable law

The contractual relationship, including our pre-contractual relationship, is subject to German law, unless this is precluded by international law. Lawsuits arising from the insurance agreement may be raised by the policyholder and the insured person before the court which holds jurisdiction over the location in which the company or its branch office has its registered address. If the policyholder or the insured person is a natural person, lawsuits may also be raised before the court which holds jurisdiction over the location in which the policyholder or the insured person is domiciled at the time the action is filed or, if he / she has no domicile, over the location in which he / she has his/her habitual residence.

### Contractual Language

We will conduct our correspondence with you in German.

As an offer, we provide some of our documents and website information in English. However, these are for information purposes only, the respective German version remains legally binding.

## IMPORTANT NOTICES IN THE EVENT OF LOSS OR DAMAGE

### What must you do in each event of loss or damage?

You must minimise the damage or loss to the extent possible and provide evidence of the damage or loss sustained. Therefore, please retain appropriate evidence detailing the occurrence of the loss or damage ( e.g. confirmation of loss or damage, medical report) and the extent of the loss, damage or injury (e.g. invoices, receipts). You can register your claim quickly and easily online at [www.allianz-reiseversicherung.de/schadenmeldung](http://www.allianz-reiseversicherung.de/schadenmeldung)

### What are your obligations when lodging claims under the liability insurance?

Please note the names and addresses of witnesses to the loss event. Ask for a **copy of the police report** if the police were called in to investigate the matter. Notify us and submit these documents and information with your registration of claim.

# TERMS AND CONDITIONS FOR INSURANCE COVER OF AWP P&C S.A., GERMANY BRANCH

## General Provisions

AVB AB-EV 20 OV-MWH

The General Terms and Conditions for your travel insurance apply to the individual policies in addition to the Special Terms and Conditions set out further below. Insurance cover is provided if you have arranged the relevant insurance policy with us.

### Section 1 Who is insured?

You will be included as an insured person in the group insurance contract. The persons insured are the persons named in the booking confirmation and the additional drivers specified by name in the rental contract. The general terms and conditions of insurance and the data protection information apply to those named in the contract. In the event of a claim, the insured person may assert claims relating to the insurance benefit and rights associated with the compensation directly against us. The policyholder's consent is not required.

Insofar as the knowledge or conduct of the policyholder is of legal significance according to the insurance conditions or statutory provisions, the knowledge and conduct of the insured person shall also be taken into account.

### Section 2 What travel is insured?

Your insured travel is protected by insurance cover within the agreed area of application.

### Section 3 What premium payment arrangements apply?

The insurance premium is paid by the policyholder. The insured person does not have to pay a premium. We may not offset due receivables arising from the insurance contract (e.g. insurance premiums against the policyholder or other insured persons) with claims of the insured person out of the insurance contract.

### Section 4 When does the insurance cover begin and end?

1. The insurance coverage begins with the handing over of the vehicle.
2. The insurance coverage expires at the end of the vehicle rental.

### Section 5 In what situations are you not insured (general exclusions)?

1. You are not covered for loss or damages caused by:
  - a) strikes, nuclear energy, actions by a state authority.
  - b) wars, civil wars or war-like events.
  - c) NBC weapons or NBC materials
2. You are not insured for travel within areas for which the Federal Foreign Office of Germany has issued a travel warning at the time of your entry into this area. If you are already at the location when a travel warning is announced, the insurance cover shall end 14 days after the travel warning has been announced. If you are unable to discontinue your travel for reasons in which you are not at fault, you will be insured beyond this time limit.

The limitation of coverage does not apply to Covid-19 travel warnings issued by the German Federal Foreign Office.

3. There is no insurance cover for loss or damage caused deliberately by you.
4. You are not insured while on expeditions.
5. No insurance cover exists if
  - a) there are economic, trading or financial sanctions or embargoes declared by the European Union or the Federal Republic of Germany and
  - b) these are directly applicable against you or us, or which prevent the provision of insurance cover.

This also applies for economic, trading or financial sanctions or embargoes imposed by the United States of America, insofar as these do not violate European or German legal regulations.

### Section 6 What is the limitation period for your claim to benefits under the insurance contract?

Your claim to insurance benefit shall lapse after three years. The limitation period begins at the end of the year

in which the claim was made and you had knowledge of the circumstances justifying the claim, or should have had knowledge of such circumstances without gross negligence.

### Section 7 When will insurance benefits be paid?

We will pay the insurance benefit within two weeks of conclusively verifying your claim. The payment will always be made by bank transfer to an account held at a bank.

### Section 8 What applies if you have compensation claims against third parties?

1. If you have claims against other parties in connection with the loss or damage event, these shall be assigned to us. This applies up to the amount of the payment you have received from us, provided you are not placed at disadvantage as a result.
2. When requested by us, you must provide us with written confirmation of this assignment.
3. Your entitlements to benefits from other private insurance contracts shall take precedence over our obligation to indemnify.

### Section 9 In what form must declarations and notifications be issued, and who is entitled to receive them?

Both you and we must issue notifications and declarations of intent in textform (e.g. letter, fax, email).

### Section 10 What court in Germany has jurisdiction? What law applies?

1. If you wish to file legal actions in connection with this insurance contract, you may choose between the following legal venues:
  - Munich or
  - the place in which you are resident at the time of filing the action.
2. If we wish to assert claims against you before a court of law, the courts of the place in which you are resident in Germany at the time of filing the action shall have jurisdiction.
3. This contract is governed by German law insofar as is permissible under international law.

## Additional Motor Third Party Liability Insurance for Rental Vehicles Abroad

AVB MWH 20

### Section 1 Under what circumstances is an insured event deemed to have occurred?

An insured event has occurred if, as a result of using the rented vehicle abroad,

- a) persons have been injured or killed or
  - b) property is damaged or destroyed
- and therefore claims for damages are asserted against you on the basis of statutory liability provisions under private law and the insured sums of the motor vehicle liability insurance in force abroad for the rented vehicle are insufficient to cover the damaging event.

### Section 2 What are the further requirements for the additional motor third party liability insurance for rental vehicles abroad?

1. The prerequisite for insurance cover is that motor vehicle third-party liability insurance already exists for the rental vehicle abroad which at least meets the legal requirements of the country concerned.
2. In the event that there is no compulsory insurance in the country of rental, motor vehicle liability insurance must be taken out locally for the rental vehicle.
3. The insurance cover of this insurance contract comes into existence only once the basic cover taken out by the rental vehicle company and other insurances existing for the motor vehicle third-party liability have been utilised and completely exhausted.

### Section 3 What benefits do we provide if an insured event occurs?

We will only pay compensation after all compulsory motor vehicle insurance policies for the rental vehicle have been fully exhausted.

1. If the claims for damages asserted are justified, we shall pay monetary compensation.
2. If the claims for damages are unfounded, we shall defend them at our expense. This also applies if the claims for damages are unfounded in terms of their amount.

### Section 4 Up to which amount do we pay?

The contractually agreed sum insured per damaging event can be found in the overview „Your Insurance Benefits“. Several losses occurring at the same time and having the same cause shall be deemed to be a single loss event.

### Section 5 When are you not covered by this insurance?

In addition to the general exclusions set out in Section 5 of the General Provisions, the following exclusions of insurance cover apply:

1. The insurance does not cover any deductible under the rental vehicle liability insurance for rental vehicles abroad.
2. Damage to the rental vehicle itself and the resulting financial losses are not insured.

### Section 6 Which claims for damages are not insured?

The insurance does not cover claims for damages

1. Insofar as these exceed the scope of the 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. By passengers of the rental vehicle driven by you.
4. By the driver of the rental vehicle.
5. Due to damage caused to third-party property rented by or on loan to you or obtained through unlawful interference or in your custody.
6. Due to damage caused when participating in driving events which aim at reaching a maximum speed. This also applies to the related driving training.
7. Due to compensation of a punitive nature, particularly punitive or exemplary damages.

### Section 7 What are your obligations when using the vehicle?

1. You may only use the vehicle if you are contractually authorised to do so by the rental vehicle company. Furthermore, you may not knowingly give a third party permission to drive the vehicle who is not contractually authorised to do so by the rental vehicle company.
2. You may only use the vehicle with an appropriate driving licence. Furthermore, you may not allow the vehicle to be used by a driver who does not have the required driving licence.
3. You may not drive the vehicle if you are unable to drive safely due to the consumption of alcoholic beverages or other intoxicating substances. Furthermore, you may not let another person drive who is unable to drive the vehicle safely due to the consumption of alcoholic beverages or other intoxicating substances.

### Section 8 What are your obligations after the occurrence of damage or loss?

1. You must notify us within one week of any loss event that may lead to a benefit being paid by us.
2. If claims are made against you, you must notify us within one week of the claim being made.
3. If the police, the public prosecutor's office or any other authority investigates in connection with the loss event, you must notify us immediately. This also applies if you have already reported the loss event to us.
4. If a claim is filed against you in court (e.g. lawsuit, default summons), you must notify us immediately. The legal proceedings will be conducted by us. If necessary, we will also appoint a lawyer on your behalf. You must give him/her power of attorney and all necessary information and provide the requested documents.

### Section 9 What are the legal consequences of breaching an obligation?

If you breach an obligation, this may mean that we are not liable or only partially liable to pay benefits. Specifically:

1. If you intentionally breach the obligation, we are not obliged to pay.

2. If you breach the obligation through gross negligence, we are entitled to reduce our benefits. The reduction is based on the severity of the fault. If you can prove that there was no gross negligence, we will not reduce the benefit.

Even in the event of intent or gross negligence, we shall remain obliged to pay benefits insofar as you prove to us that the breach of the obligation was

- a) neither the cause for the occurrence or the determination of the claim
- b) nor for the determination or the scope of our obligation to pay benefits.

This does not apply if you have breached the obligation fraudulently.

Special statutory provisions apply to obligations to provide information or disclosure to be fulfilled after the occurrence of the insured event (Section 28 para. 4 of the German Insurance Contract Act). If you breach these obligations, the following applies: We are only fully or partially exempt from paying benefits if we have previously informed you of this legal consequence by means of a separate notification in text form. However, this duty to inform does not apply if it is impossible for us to give you this information in good time due to the circumstances. This applies in particular in the case of the obligation to wait to enable determinations to be made after an accident.

#### **Section 10 To what extent do we have power of attorney?**

We are authorised to make any declarations that we deem appropriate to process the damage or defend against claims for damages on behalf of the insured person.



# DATA PROTECTION POLICY

In accordance with Art. 13 and 14 of the General Data Protection Regulation (GDPR), we are informing you about how your personal data is processed by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about the rights to which you are entitled under data protection law. Please make all co-insured individuals (e. g. your spouse) aware of this policy.

## I Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

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

The Data Protection Officer can be contacted by standard mail at the aforementioned address, using the suffix "Data Protection Officer", or by email at [datenschutz-azpde@allianz.com](mailto:datenschutz-azpde@allianz.com).

## II For what purpose is your data processed, and on what legal basis does this take place?

### 1. What applies to all categories of personal data?

We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the provisions of the German Insurance Contract Act (VVG) relevant to data protection law, as well as all other applicable laws.

When you apply for insurance cover, we will require the information provided by you at this point in order to arrange the contract and to estimate the risk assumed by us. If the insurance contract comes into being, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about loss or damage in order to be able to assess whether an insured event has occurred and determine the extent of this loss or damage.

### It is not possible to arrange and implement the insurance contract without processing your personal data.

Art. 6 (1) b) GDPR constitutes the legal basis for the processing of personal data for pre-contractual and contractual purposes.

Alongside that, Art. 6 (1) a) and c) – f) GDPR contain other legally defined situations in which we are entitled to process personal data.

We will process your data in order to fulfil a legal obligation in accordance with Art 6 (1) c) GDPR, such as to review claims for settlement, if another insurer seeks recourse from us due to the existence of multiple insurance policies.

We will also process your data in order to uphold our legitimate interests or the legitimate interests of others, Art. 6 (1) f) GDPR. This may be the case particularly:

- for ensuring IT security and IT operations
- for marketing our own insurance products, and for conducting marketing surveys and opinion polls
- for the prevention and investigation of criminal activities (in particular, we employ data analyses to detect possible indications of insurance fraud).

As a rule, we only process that data that we have received directly from you. In certain cases we may also receive such data from other sources (such as if another insurer seeks recourse from us due to the existence of multiple insurance policies).

We also process your personal data in order to fulfil other statutory obligations, such as regulatory requirements, as well as data retention obligations imposed by commercial and tax law. In these cases, the legal basis of the data processing is provided by the relevant statutory regulations in conjunction with Art 6 (1) c) GDPR.

We may also process your data in accordance with Art 6 (1) d) GDPR in order to protect your vital interests, or if you have consented to the data processing, Art. 6 (1) a) GDPR.

If we wish to process your data for any purpose other than those specified above, we will notify you in advance within the framework of the statutory regulations.

## 2. What applies to special categories of personal data, especially health data?

There are special safeguards on the processing of special categories of personal data, of which health data is one. As a rule, processing is permitted only if you have consented to the processing in accordance with Art. 9 (2) a) GDPR, or if this is a case of one of the other situations defined by law, Art. 9 (2) b) – j) GDPR.

### a) Processing of your special categories of personal data

In many cases, in order to review the benefit entitlement, we require personal data belonging to a special category (sensitive data). This includes health data, for example. If, in connection with a specific insured event, you provide us with such data together with a request to review and process the claim, you are explicitly permitting us to process your sensitive data necessary in order to process the insured event. We will again remind you specifically of this fact in the claim form.

You may withdraw your consent at any time, with future effect. However, we explicitly inform you that it may in that case no longer be possible to review our indemnity obligation in connection with the insured event. If the review of the claim is already concluded, there may be statutory retention obligations that mean the data cannot be erased.

We may also process your sensitive data if this is necessary to protect your vital interests, and if you are physically or legally incapable of giving consent, Art. 9 (2) c) GDPR. This may be the case if you suffer a serious accident while travelling, for example.

In the case of multiple insurance policies, if another insurer seeks recourse from us or if we seek recourse from another insurer, we may process your sensitive data in order to assert and defend the statutory claim for settlement, Art. 9 (2) f) GDPR.

### b) Requesting health data from third parties for review of the indemnity obligation

In order to review our indemnity obligation, it may be necessary for us to review information about the state of your health, as provided by you for the substantiation of claims, or which is contained in the documents submitted (e.g. invoices, prescriptions, medical reports) or statements, such as from a doctor or other member of the healthcare profession.

For this purpose, we will require your consent, including a confidentiality waiver covering us and all agencies subject to a duty of confidentiality, and which are required to provide information for review of the indemnity obligation.

We will notify you in each specific case about what persons or institutions require information for what purpose. You may then decide in each case whether you consent to us collecting and using your health information, and whether to release the named persons or institutions and their duty of non-disclosure, and if you agree to the communication of your health data to us, or if you want to personally provide the necessary documentation.

## III To what recipients will we communicate your data?

Recipients of your personal data may include: selected external service providers (e.g. assistance service providers, benefit processors, transport service providers, technical service providers, etc.), other insurers (e.g. in the case of multiple insurance coverage).

We also insure some of the risks that we cover with specialist insurance companies (re-insurers). To this end, it may be necessary to send your contract and, where relevant, your claims information to a re-insurer, to enable it to form its own opinion of the risk or the insured event.

If you join a group insurance contract as an insured person, (e.g. when acquiring a credit card), we may disclose your personal data to the policyholder (a bank for example), if it has a legitimate interest in knowing this information.

In addition, we may also communicate your personal data to other recipients, such as public authorities for the fulfilment of statutory duties of notification (e.g. finance authorities or criminal investigation agencies).

The forwarding of data is a form of data processing, and is likewise performed within the framework of the principles set out in Art. 6 (1) and Art. 9 (2) GDPR.

## IV How long will we retain your data?

We will retain your data for the period during which claims may be made against our company (statutory limitation period of 3 to 30 years). We will also retain your data if we are under a legal obligation to do so, e.g. according to the provisions of the German Commercial Code, the German Fiscal Code or the German Money Laundering Act. The relevant retention periods range up to ten years.

## V Where will your data be processed?

If we should transfer your data to service providers located outside of the European Economic Area (EEA), the transfer within the Allianz Group will be performed on the basis of "Binding Corporate Rules", which have been approved by the data protection authorities. These form part of the "Allianz Privacy Standard". These Corporate Rules are binding on all companies within the Allianz Group, and they ensure an appropriate level of protection for personal data. The "Allianz Privacy Standard" and the list of Allianz Group companies bound by this standard, can be viewed here: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>.

In those cases in which the "Allianz Privacy Standard" does not apply, the transfer of data to third countries will take place in accordance with Art. 44 – 50 GDPR.

## VI What are your rights?

You have the right to be informed about all of the information retained by us, and to demand that incorrect data be rectified. Under certain conditions, you also have the right to the erasure of data, the right to object to processing, the right to the restriction of processing and the right to data portability.

### Right of objection

You may object to the processing of your data for direct marketing purposes. If we process your data in order to protect legitimate interests, you may object to this processing for reasons pertaining to your particular situation.

If you have any objections concerning the handling of your data, you may contact the aforementioned Data Protection Officer in this connection. You are also entitled to lodge an objection with a data protection supervisory authority.

Car rental company	Sum insured for property damage	Sum insured for personal injuries
Alamo Curacao	250.000 CMG	250.000 CMG
Alamo Peru	100.000 USD	100.000 USD
Alamo USA	1.000.000 USD	1.000.000 USD
Alamo Alaska	1.000.000 USD	1.000.000 USD
Alamo Canada	Quebec: CAD 50,000, other states CAD 200,000	Quebec: CAD 50,000, other states CAD 200,000
Avia Car S.L. Canaries	50.000.000 €	50.000.000 €
Avia Car S.L. Madeira	50.000.000 €	50.000.000 €
Avis Canada	Quebec: CAD 50,000, other states CAD 200,000	Quebec: CAD 50,000, other states CAD 200,000
Avis USA	500.000 USD	500.000 USD
Avis Canaries	15.000.000 €	70.000.000 €
Avis France	unlimited	unlimited
Avis Greece	1.300.000 €	1.300.000 €
Avis Italy/Budget Italia S.p.A.	14.000.000 €	14.000.000 €
Avis Mallorca	15.000.000 €	50.000.000 € - 70.000.000 €
Avis Menorca/Ibiza	15.000.000 €	50.000.000 € - 70.000.000 €
Avis Portugal	50.000.000 €	50.000.000 €
Avis Spain	15.000.000 €	50.000.000 € - 70.000.000 €
Buchbinder Rent a Car Austria	7.790.000 €	7.790.000 €
Buchbinder Rent a Car Germany	100,000,000 / max. 12,000,000 per injured person	100,000,000 / max. 12,000,000 per injured person
Budget Rent a Car Czech Republic	70.000.000 CZK	70.000.000 CZK
Click & Rent	15.000.000 €	70.000.000 €
Costa rent a car Costa Rica	1.000.000 USD	1.000.000 USD
Dollar Rent a Car Greec	1.300.000 €	1.300.000 €
Dollar Rent a Car VAE	3.670.000 AED	3.670.000 AED
DRIVALIA Italy	25.000.000 €	5.000.000 €
EagleRider Motorcycle Canada	Quebec: CAD 50,000, other states CAD 200,000	Quebec: CAD 50,000, other states CAD 200,000
EagleRider Motorcycle USA	State minimum amount see: <a href="https://www.forbes.com/advisor/car-insurance/minimum-required-in-state/">https://www.forbes.com/advisor/car-insurance/minimum-required-in-state/</a>	State minimum amount see: <a href="https://www.forbes.com/advisor/car-insurance/minimum-required-in-state/">https://www.forbes.com/advisor/car-insurance/minimum-required-in-state/</a>
Enterprise Australia	20.000.000 AUD	20.000.000 AUD
Enterprise Croatia	1.120.000 €	6.070.000 €
Enterprise Germany	1.220.000 €	7.500.000 €
Enterprise France	1.220.000 €	unlimited
Enterprise Great Britain	1.200.000 GBP	unlimited
Enterprise Italy	1.120.000 €	6.070.000 €
Enterprise Corsica	100.000.000 €	unlimited
Enterprise Portugal	1.120.000 €	6.070.000 €
Enterprise RAC Ireland	1.220.000 €	unlimited
Enterprise Türkiye	per person 12,430 € per accident 6,215 €	per person 12,430 € per accident 6,215 €
Europcar Abu Dhabi	1.000.000 USD	1.000.000 USD
Europcar Egypt	no	10.000 LE
Europcar Argentina	23.000.000 ARS	10.000.000 ARS
Europcar Australia and Tasmania	20.000.000 AUD	20.000.000 AUD
Europcar Belgium	100.000.000 €	unlimited
Europcar Bosnia Herzegovina	434.598 €	434.598 €
Europcar Bulgaria	2.100.000 BGN	10.420.000 BGN
Europcar Chile	20.000 USD	20.000 USD
Europcar Denmark	19.000.000 DKK	93.000.000 DKK
Europcar Germany	100,000,000 € / max. 12,000,000 € per injured person	100,000,000 € / max. 12,000,000 € per injured person
Europcar Dominican Republic	52.000 USD	6.000 / 12.000 USD
Europcar Dubai	5.000.000 AED	unlimited excluded are family members of the insured or driver of the insured vehicle, whose liability is limited to AED 200,000 in the event of death and a percentage thereof in the event of disability
Europcar Estonia	1.000.000 €	Maximum total amount for personal injury and property damage 5,000,000 €
Europcar Finland	3.300.000 €	unlimited
Europcar Formentera	15.000.000 €	70.000.000 €
Europcar France	100.000.000 €	unlimited
Europcar Great Britain	100.000.000 €	unlimited
Europcar Ireland	1.220.000 €	unlimited
Europcar Island	1.075.992 €	7.058.882 €
Europcar Italy	100.000.000 €	100.000.000 €
Europcar Jamaica	1,500,000 JMD	1,500,000 JMD
Europcar Channel Islands	1.200.000 GBP	unlimited
Europcar Canaries	15.000.000 €	70.000.000 €
Europcar Corsica	100.000.000 €	unlimited
Europcar Croatia	1.303.000 €	6.467.000 €
Europcar Latvia	1.000.000 €	Max. total amount for personal injury and property damage 5,000,000 €
Europcar Lithuania	1.000.000 €	5.000.000 €
Europcar Luxemburg	unlimited (fire/explosion max 1.239.467 €)	unlimited (fire/explosion max 1.239.467 €)
Europcar Madeira	100.000.000 €	100.000.000 €
Europcar Malaysia	MYR 3.000.000	unlimited
Europcar Mallorca	15.000.000 €	70.000.000 €
Europcar Malta	1.220.000 €	6.020.000 €
Europcar Morocco	unlimited	unlimited
Europcar Mauritius	Rs 50.000.000. (animals + property)	Rs 500.000.000
Europcar Menorca/Ibiza	15.000.000 €	70.000.000 €
Europcar Mexico	250.000 MXN	250.000 MXN
Europcar Montenegro	400.000 €	400.000 €
Europcar Namibia	125.000.000 €	125.000.000 €
Europcar New Zealand	20.000.000 AUD	20.000.000 AUD
Europcar Netherlands	2.500.000 €	5.000.000 €
Europcar Netherlands	2.500.000 €	5.000.000 €
Europcar Norway	10.000.000 NOK	unlimited
Europcar Oman	75.000 OMR	75.000 OMR
Europcar Austria	15.000.000 €	15.000.000 €
Europcar Panama	20.000 USD	20.000 USD
Europcar Poland	1.050.000 €	5.210.000 €
Europcar Portugal	100.000.000 €	100.000.000 €
Europcar Puerto Rico	10.000 USD	10.000 USD
Europcar Reunion	100.000 €	unlimited
Europcar Romania	1.220.000 €	6.070.000 €
Europcar Sweden	300.000.000 SEK	300.000.000 SEK
Europcar Switzerland	100.000.000 CHF	50.000 CHF
Europcar Serbia	200.000 €	600.000 €
Europcar Slovakia	1.575.000 €	1.575.000 €
Europcar Slovenia	1.000.000 €	Max. amount for both: 6 million € / personal damages only 5.000.000 €

Europcar Spain	15.000.000 €	70.000.000 €
Europcar South Africa	50.000.000 EUR	50.000.000 EUR
Europcar Thailand	5.000.000 THB	per person, maximum THB 10 million per accident 1.000.000 THB
Europcar Tunesia	unlimited	unlimited
Europcar Türkiye	50.000 TL	500.000 TL
Europcar Ukraine	5.000 €	5.000 €
Europcar Hungary	500.000.000 HUF	500.000.000 HUF
Europcar Uruguay	50.000 USD	1.000.000 USD
Europcar Cyprus	1.220.000 €	36.350.000 €
Gobycar Balearic Islands	unlimited	unlimited
Guerin rent-a-car-Portugal	50.000.000 €	50.000.000 €
Hertz Aruba	140.000 USD	140.000 USD
Hertz Bonaire	140.000 USD	140.000 USD
Hertz Cyprus	1.300.000 €	38.600.000 €
Hertz Greec	1.300.000 €	1.300.000 €
Hertz International Spain	Max. total amount for personal injury and property damage 50.000.000 €	Max. total amount for personal injury and property damage 50.000.000 €
Hertz Mallorca	unlimited	unlimited
Hertz Menorca/Ibiza	unlimited	unlimited
Iilha Verde Rent a Car - Azoren	50.000.000 €	50.000.000 €
KEY'N GO France	100.000.000 €	unlimited
KEY'N GO Portugal	100.000.000 €	unlimited
KEY'N GO Spain	15.000.000 €	70.000.000 €
KEY'N GO Italy	100.000.000 €	unlimited
Last Minute RAC - Croatia	9.394.000 HRK	46.739.000 HRK
Maggiore	14.000.000 €	14.000.000 €
Mendes Rent A Car Cape Verde	50.400 €	6.300.000 €
National USA	1.000.000 USD	1.000.000 USD
National Canada	Quebec: CAD 50,000, other states CAD 200,000	Quebec: CAD 50,000, other states CAD 200,000
OK Mobility Mallorca	15.000.000 €	70.000.000 €
OK Mobility Menorca/Ibiza	15.000.000 €	70.000.000 €
OK Mobility Spain	15.000.000 €	70.000.000 €
OK Mobility Portugal	1.220.000 €	6.070.000 €
OK Mobility Albania	500.000 €	500.000 €
Pop's Car - Martinique	100.000.000 €	100.000.000 €
S.P. Autoreisen S.L.	unlimited	unlimited
Thrifty Greec	1.300.000 €	1.300.000 €
Thrifty Oman	1.000.000 USD	unlimited
TOPCAR RAC, S.L.U.	unlimited	unlimited
VIA Rent-A-Car	5.000.000 CAD	5.000.000 CAD
VIA Rent-A-Car	5.000.000 CAD	5.000.000 CAD

Information from the terms and conditions of the respective car hire provider.

The details listed for personal injury and property damage are variable and may change. ☒

We therefore recommend that you enquire about the current sums insured with your car hire provider before departure. ☒

As at 25.04.24 ☒