

Certificate of Insurance

Insurance Package Gold

This English translation may be used for information purposes only.
The German wording prevails in case of litigation.

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Please inform yourself about:

- your Travel Accident Insurance
- your Business Travel Accident Insurance
- your Liability Insurance for Private Individuals Abroad
- your Flight/Baggage Delay Insurance
- your Assistance Insurance
- your International Travel Health Insurance
- your Rental Vehicle Collision Damage Waiver Insurance

**DEGUSSA
BANK**

Standard Policy Terms for Travel Accident Insurance (Including Hotel Accommodations) with the Corporate Card/ Business Card with Insurance Package Gold

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Section 1 Insured, Insurer, Policyholder

"Insured" means the legitimate holder of a Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the "Cardholder") and his or her Additionally Insured Family Members unless otherwise stipulated in the following sections. "Additionally Insured Family Members" include the spouse, registered domestic partner, domestic partner living in the same household, and unmarried children of the Cardholder up to their 25th birthday insofar as they are entitled to support from the Cardholder and receive such support (hereinafter referred to as "Additionally Insured Family Members"). In the following the Corporate Card/Business Card with Insurance Package Gold is referred to as "credit card". "Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

Section 2 Scope of Insurance

- 2.1 In the event of disability or death, the Insurer provides coverage to the Cardholder and any Additionally Insured Family Members, as the case may be, according to the following terms insofar as the disability or death
- occurs during travel within the meaning of Section 2 Paragraph 2.1.2, and
 - is the result of an Accident within the meaning of Section 5 when the Cardholder or an Additionally Insured Family Member travels as a passenger with a Common Carrier.
- 2.1.1 "Common Carrier" includes solely the following forms of conveyance licensed for the transportation of passengers for hire and, with the exception of taxis, regularly scheduled land, water, or air conveyance: rail vehicles and cable railways, buses (also electrically powered), ships, aircraft licensed for civil aviation, and taxis.
- The above notwithstanding, the following do not constitute Common Carriers:
- Rail vehicles in amusement parks or similar facilities;
 - Ski lifts;
 - Buses and aircraft that provide transportation services in conjunction with tours/sightseeing flights (the place of departure is the same as the destination);

- Aircraft where the owner or lessee is the Cardholder or an Additionally Insured Family Member;
 - Rented (charter) aircraft (not regularly scheduled aircraft);
 - Other means of transportation insofar as these are used predominantly for residential purposes, in particular cruise ships, mobile homes, recreational vehicles, and houseboats.
- 2.1.2 "Travel" means all components of travel and individual travel services that are used in chronological and geographical coordination with one another. Travel is commenced as a whole upon use of the first service component and ends with use of the last service component.
- 2.1.3 The Insurer is only obligated to pay benefits where there is a valid travel package contract between the Cardholder and the travel agency/travel organizer, hotel, or other third party, and the entire cost of the travel package has been paid for with the credit card.
- 2.1.4 Coverage is provided for any Additionally Insured Family Members only where they book and embark on travel together with the Cardholder. Where a travel contract is entered into without the Cardholder's participation, no coverage is provided.
- 2.2 In the event of disability or death, the Insurer provides coverage to the Cardholder according to the following terms insofar as the disability or death
- is suffered by the Cardholder while he or she is an overnight guest staying at a hotel during a business trip or official travel, and
 - is the result of an Accident within the meaning of Section 5 during the stay at the hotel.
- 2.2.1 Coverage extends exclusively to Business and Official Travel; "Business and Official Travel" means travel undertaken to perform official business away from the usual place of business and which is eligible for reimbursement according to the respective travel expense policy. Contrary to the terms set out in Section 1, coverage is provided exclusively for the eligible holder of a valid credit card.
- 2.2.2 Coverage begins when the holder of a credit card states via signature in the hotel registration or in other written form that payment is to be made by means of the credit card or that a deposit will be made by means of the credit card. Coverage ends when the hotel bill is settled; however, where the bill is settled after the stay at the hotel has ended, no later than on the last date of the hotel reservation.
- 2.2.3 Coverage is provided when the Cardholder uses a credit card to pay for the entire cost of staying at a hotel, and this entire cost is charged to the credit card account in Germany. If the hotel bill is not paid with the credit card, the amount of coverage stated in Section 4 will be reduced to 20 %.
- 2.3 In the event of disability or death, the Insurer provides coverage to the Cardholder and Additionally Insured Family Members, as the case may be, according to the following terms insofar as
- the Cardholder and/or an Additionally Insured Family Member was driving a personal vehicle, a company vehicle, or a self-driven rental vehicle at the time of the Accident and
 - the last fuel bill was paid with the credit card or it can be proved otherwise a company vehicle or self-driven rental vehicle was used at the time of the accident.
- 2.3.1 Coverage extends to Accidents in which the Cardholder or an Additionally Insured Family Member is involved as the driver or passenger of a personal vehicle, company vehicle, or self-driven rental vehicle.
- 2.3.2 Coverage begins at the time at which fuel is purchased and applies for a week in each case where this was paid for by means of the credit card. In the case of a monthly credit card statement, the basis is similarly the respective individual fuel purchase, however no coverage is provided prior to payment of the first monthly statement.
- 2.3.3 No coverage is provided for the use of means of transportation used predominantly for residential purposes such as, for example, mobile homes or recreational vehicles. Similarly, no coverage is provided for motorcycles and trikes.
- 2.4 Coverage is provided worldwide.

Section 3 Time Limitations on Coverage

Coverage begins as of the date of validity of the credit card and is provided for Accidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the credit card must be activated by Degussa Bank. The Policy Period is the calendar year. In the event that the validity of the credit card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year. The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends

- a) upon the expiration of the credit card's period of validity insofar as the stipulated fees for the credit card including the renewal period have been paid, or
 - b) at the end of the term of the insurance contract between Degussa Bank and the Insurer,
- whichever is earlier. In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

Section 4 Insurance Benefits and Amounts

4.1 The Insurer provides coverage to the Cardholder and the Additionally Insured Family Member for Accidents pursuant to Section 2, Paragraph 2.1 and Section 2 Paragraph 2.2 as follows:

- a) € 400,000 in the event of disability pursuant to Section 2, Paragraph 2.1 during travel on a Common Carrier and pursuant to Section 2 Paragraph 2.2 when sustained as an overnight guest at a hotel
- b) €400,000 in the event of a fatality pursuant to Section 2, Paragraph 2.1 during travel on a Common Carrier and pursuant to Section 2 Paragraph 2.2 when sustained as an overnight guest at a hotel
- c) €110 daily hospitalization benefit while staying at a trauma center or hospital, not including recuperation benefit, for Accidents occurring abroad
- d) €6,000 in the event of a fatality involving a child up to his or her 14th birthday
- e) €600,000 in the event of total disability (100 %)
- f) €55,000 for rescue costs
- g) €11,000 for cosmetic surgical procedures

If several Insured Persons are killed or injured as the result of one Accident, the maximum benefit payable by the Insurer is limited to €26,000,000 for death or disability. Where this amount is exceeded, the insurance benefits payable to all Insured Persons involved in the Accident will be reduced proportionately.

4.2 The Insurer provides coverage to the Cardholder and the Additionally Insured Family Member of €26,000 in the event of disability and death pursuant to Section 2, Paragraph 2.3 during use of a self-driven rental vehicle and of €52,000 in the event of disability and death during use of a personal or company car. In the event of a loss, the amount of coverage for the death and/or disability will be divided by the number of Insured Persons injured. No supplemental benefit will be applied (see also Section 7 paragraph 7.1.8).

4.3 Disability exists where the Cardholder's physical or mental performance is permanently impaired due to the Accident. Impairment is permanent when it will presumably exist for longer than three years and no change in condition can be expected.

The disability must

- a) have occurred within one year of the Accident, and
- b) be attested to in writing by a physician and reported by the Cardholder Additionally Insured Family Member – depending on who has been affected by the Accident – to the Insurer as a claim within fifteen months of the Accident.

There is no right to receive the disability benefit in the event the Cardholder or the Additionally Insured Family Member – depending on who has been affected by the Accident – dies as a result of the Accident within one year of the Accident.

4.4 Where the Cardholder or the Additionally Insured Family Member has suffered an Accident or an Accident was imminent for this person or an Accident was to be presumed considering the specific circumstances, the Insurer reimburses the incurred expenses required for his or her rescue or recovery or for the search. Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The following will be reimbursed:

- The costs of search, rescue, or recovery efforts by rescue services operated by public or private entities insofar as fees are normally charged for such;
- Charges incurred for medically necessary transport of the injured person to the hospital or trauma clinic;
- The additional expense for the return of the injured person to his or her place of residence insofar as the additional costs are attributable to medical instructions or were unavoidable considering the nature of the injury;
- In the event of an Accident abroad, the additional costs for minor children and the partner traveling with the Insured Person for accommodations or to return home.
- In the event of a fatality resulting from the Accident, the costs of repatriation to the last permanent place of residence;
- In the event of a fatality resulting from an Accident abroad, costs for burial abroad as an alternative to repatriation to the place of residence.

The total amount of the benefit is limited to a maximum of €55,000.00 per Accident for documented expenses.

4.5 The costs for cosmetic surgical procedures will be paid for insofar as the Cardholder or Additionally Insured Family Member has undergone a cosmetic surgical procedure following an Accident covered by the policy.

"Cosmetic Surgical Procedures" means medical treatment aimed at correcting any permanent physical impairment suffered by the Insured Person as the result of the Accident, which is carried out following medical care. The Cosmetic Surgical Procedure must take place within three years of the Accident; in the case of Accidents involving minor children, no later than by their 21st birthday.

Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The Insurer provides reimbursement for:

- Documented doctor bills;
- Medicines, bandages and dressings, and other remedies prescribed by a doctor;
- Other surgical expense;
- Expenses required for room and board in the hospital;
- Charges incurred for dental treatment and dental prosthetics due to the loss or partial loss of incisors or canine teeth as a result of the Accident.

The total amount of the benefit is limited to a maximum of €11,000.00 per Accident for documented expenses.

4.6 All of the amounts of coverage specified above constitute the maximum benefit payable for each individual Insured Person irrespective of whether coverage exists via one or more credit cards from Degussa Bank.

Section 5 Definition of Accident

5.1 "Accident" means a sudden event attributable to an external cause resulting in unintended bodily injury to the Cardholder or Additionally Insured Family Member.

5.2 An Accident is also considered to have occurred when, as a consequence of increased physical exertion to limbs or the spine,

- a) a joint is dislocated, or
- b) muscles, tendons, ligaments, or (joint) capsules are strained or torn.

Section 6 Coverage Limitations in the Event of Illness or Infirmary

The Insurer provides accident-related benefits. Where illness or infirmity has contributed to the adverse effect on health caused by an Accident or the after-effects of such,

- a) in the event of disability, the percentage of the degree of disability will be reduced
- b) in the event of a fatality and, insofar as nothing to the contrary is stipulated, in all other situations,

the benefit will be reduced in accordance with the percent attributable to the illness or infirmity. However, where the contributory percentage is less than 25 %, the reduction will not be imposed.

Section 7 Nature and Amount of Benefits

7.1 Disability

7.1.1 The disability benefit will be paid out as lump sum.

7.1.2 The basis for the calculation of the benefit is the amount of coverage and the degree of the disability resulting from the Accident.

7.1.3 In the event of the loss of the following parts of the body and sensory organs or total loss of their functionality, the following degrees of disability apply to the exclusion of all others:

- a) Arm, 70 %
- b) Arm to the upper part of the elbow joint, 65 %
- c) Arm below the elbow joint, 60 %
- d) Hand, 50 %
- e) Thumb, 20 %
- f) Index finger, 10 % (thumb and index finger together, 50 %)
- g) Other finger, 5 %
- h) Leg above the middle of the thigh, 70 %
- i) Leg up to the middle of the thigh, 60 %
- j) Leg below the knee, 50 %
- k) Leg up to the middle of the lower leg, 45 %
- l) Foot, 50 %
- m) Big toe (hallux), 5 %
- n) Other toe, 2 %
- o) Eye, 50 %
- p) Hearing in one ear, 30 %; total loss of hearing, 100 %
- q) Total loss of speech, 100 %
- r) Sense of smell, 10 %
- s) Sense of taste, 5 %

In the event of partial loss or partial impairment of function, the corresponding portion of the respective percentage applies.

7.1.4 With respect to other parts of the body and sensory organs, the degree of disability is assessed according to the extent to which normal physical or mental performance is impaired overall. Solely medical aspects will be taken into consideration for this assessment.

7.1.5 Where relevant parts of the body or sensory organs or their functions had previously been permanently impaired prior to the Accident, the degree of disability will be reduced by the previous disability. This is to be assessed pursuant to Section 7 Paragraphs 7.1.3 and 7.1.4.

7.1.6 Where several parts of the body or sensory organs are impaired due to the Accident, they will be combined into the degree of disability determined according to the terms above. Nevertheless, a figure higher than 100 % will not be considered.

7.1.7 In the event the Cardholder or the Additionally Insured Family Member dies

- a) due to a reason unrelated to the Accident within one year of the Accident, or
- b) more than one year after the Accident, regardless of the cause, and a right to receive a disability benefit had accrued, the Insurer will pay

the benefit according to the degree of disability that would have been anticipated on the basis of the medical findings.

7.1.8 For policies that do not include a progressive disability benefit table or other terms stipulating supplemental benefits, the following provisions apply:

The Insurer will pay a disability benefit that is increased by 50 % when the following conditions have been met:

- The degree of disability is determined pursuant to Section 7, and
- The Accident occurs before the Insured Person reaches his or her 65th birthday, and
- The Accident results in a degree of disability of at least 100 %.

The supplemental benefit is limited to a maximum of €200,000.00 for each Insured Person.

The supplemental benefit described above does not apply with respect to Accidents involving the use of personal vehicles, company vehicles, and self-driven rental vehicles (also see Section 2 Paragraph 2.3).

7.2 Fatality

7.2.1 A fatality exists when the Cardholder or an Additionally Insured Family Member has died as the result of the Accident within one year. Please be sure to review the special duties set out in Section 10 Paragraph 10.5.

7.2.2 The death benefit is paid in the amount of the stipulated amount of coverage.

Section 8 When Benefits Become Payable

8.1 The Insurer must state within one month – in the event of a disability claim within three months – in print form whether and to what extent it accepts a claim. The periods begin upon receipt of the following documentation:

- a) Proof of the circumstances of the Accident and its effects,
- b) Additionally, in the event of a disability claim, proof of completion of treatment insofar as this is required to evaluate the disability.

The Insurer will pay the medical fees forming the basis of the benefit claim that are incurred by the Cardholder or an Additionally Insured Family Member. The Insurer will not pay for other expenses.

8.2 Where the Insurer has accepted the claim or has come to an agreement with the Cardholder Additionally Insured Family Member regarding the merits and amount, the Insurer shall pay within two weeks.

8.3 Where initially only the merits of the claim for benefits have been settled, upon request the Insurer shall provide reasonable advances to the Cardholder.

Prior to the completion of treatment, a disability benefit can be claimed within one year of the Accident up to the maximum amount of coverage only in the event of a fatality.

8.4 The Cardholder and the Insurer are entitled to have the degree of disability medically reevaluated yearly for up to three years following the Accident. This right

- a) must be exercised by the Cardholder and the Insurer together at the time of the Insurer's statement regarding the obligation to pay the benefit, or
- b) must be exercised by the Cardholder prior to the expiration of the deadline.

Where the final evaluation indicates a higher disability benefit than the Insurer has already paid, the additional sum is to bear interest at 1 % annually.

Section 9 Exclusions

9.1 No coverage is provided for the following Accidents:

9.1.1 Accidents sustained by the Cardholder or the Additionally Insured Family Member due to mental disorders or lapses in consciousness, also where such are due to intoxication, or due to strokes, epileptic seizures, or other attacks that affect the entire body. However, coverage is provided where such disorders or attacks are caused by an Accident covered under this policy.

- 9.1.2 Accidents in which the Cardholder or the Additionally Insured Family Member becomes involved because this person intentionally commits or attempts to commit an offense.
- 9.1.3 Accidents that are directly or indirectly caused by events of war or civil war. However, coverage is provided where the Cardholder or the Additionally Insured Family Member traveling abroad is unexpectedly affected by events of war or civil war.
This coverage expires at the end of the seventh day following the start of a war or civil war in the national territory in which the Cardholder or the Additionally Insured Family Member is staying.
The extension does not apply to travel in or through countries in whose territory a state of war or civil war already exists. It also does not apply to active participation in war or civil war or for Accidents resulting from nuclear, biological or chemical weapons or in connection with a war or war-like situation between the countries of China, Germany, France, Great Britain, Japan, Russia, or the USA.
- 9.1.4 Accidents in which the Cardholder or an Additionally Insured Family Member becomes involved
- as an aircraft operator (also as the operator of sport aircraft) insofar as a license is required for such pursuant to German law, or as any other crew member of an aircraft;
 - when performing a professional occupation requiring the aid of an aircraft;
 - when using spacecraft.
- 9.1.5 Accidents in which the Cardholder or an Additionally Insured Family Member becomes involved due to his or her participation as the driver, front seat or other passenger of a motor vehicle in organized driving events, including the associated practice runs, where the objective is to achieve maximum speeds.
- 9.1.6 Accidents that are directly or indirectly caused by nuclear energy.
- 9.2 The following impairments are also excluded:
- 9.2.1 Vertebral disc injuries, bleeding from the internal organs, and cerebral hemorrhaging. However, coverage is provided where the predominant cause is an Accident covered under this policy pursuant to Section 5, Paragraph 5.1.
- 9.2.2 Harm to health caused by radiation.
- 9.2.3 Harm to health caused by treatments or surgery performed on the body of the Cardholder or an Additionally Insured Family Member. However, coverage is provided where the treatments or surgery, including those involving radiology and nuclear diagnostic imaging or those for therapeutic purposes, were necessitated due to an Accident covered under this policy.
- 9.2.4 Infections
- 9.2.4.1 These are also excluded if they
- were caused by stings or bites from insects, or
 - were caused by other minor injuries to the skin or mucosa, via which the pathogens found their way into the body immediately or at a later point.
- 9.2.4.2 However, coverage is provided for
- rabies and tetanus, as well as for
 - infections where the pathogens found their way into the body via Accident injuries not excluded pursuant to Section 9, Paragraph 9.2.4.1.
- 9.2.4.3 With respect to infections caused by treatments or surgery, Section 9, Paragraph 9.2.3 sentence 2 applies analogously.
- 9.2.5 Poisoning as the result of the oral ingestion of solid or liquid substances.
- 9.2.6 Pathological disorders resulting from psychological responses, even where these were caused by an Accident.
- 9.2.7 Hiatal or abdominal hernia. However, coverage is provided where such have come about due to the effect of physical force from an external source covered under this policy.

Section 10 Duties

- 10.1 After an Accident that is likely to result in a benefit being payable, the Cardholder or the Additionally Insured Family Member must immediately consult a doctor, follow the doctor's instructions, and inform the Insurer.
- 10.2 The Cardholder or the Additionally Insured Family Member must truthfully fill out the Accident report sent by the Insurer and return this to the Insurer promptly; furthermore, the relevant information requested by the Insurer is to be provided in the same manner.
- 10.3 If physicians are appointed by the Insurer, the Cardholder or the Additionally Insured Family Member must allow him/herself to be examined by these. The Insurer is responsible for the necessary expenses including any resulting loss of income.
- 10.4 The Cardholder or the Additionally Insured Family Member must authorize the physicians that treated or examined this person, even for other reasons, to release all required information to other insurers, insurance carriers, and government agencies.
- 10.5 If the Accident results in the death of the Cardholder or the Additionally Insured Family Member, this is to be reported to the Insurer within 48 hours even in the event the Accident had already been reported to the Insurer. As necessary, the right to have an autopsy performed by a medical examiner appointed by the Insurer is to be secured for the Insurer.

Section 11 Consequences of Failing to Comply with Duties

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder or an Additionally Insured Family Member, the legal consequence of which is not stipulated by law, the Insurer is not liable for benefits. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of Cardholder or, respectively, the Additionally Insured Family Member. In the event the Cardholder or the Additionally Insured Family Member proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the Accident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of these legal consequences in a separate notice in print form.

The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the Accident or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder or the Additionally Insured Family Member has committed the breach of duty with intent to defraud.

Section 12 Other Insurance

Insofar as benefits available under this policy are also provided under another policy, coverage under this policy is provided only in excess of that provided under the other policy.

Section 13 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder and/or the Additionally Insured Family Member, as the case may be, and in the event of death, their heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank. The Cardholder and the Additionally Insured Family Members may also assert their rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where they are not in possession of the insurance policy itself.

Section 14 Assignment and Offsetting with Counterclaims

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law. Solely the Cardholder or the Additionally Insured Family Member is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder or the Additionally Insured Family Members with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

Section 15 Reports, Declarations of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

Section 16 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder or, as applicable, the Additionally Insured Family Member has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

**Standard Policy Terms for Business Travel
Accident Insurance with the Corporate Card/
Business Card with Insurance Package**

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Section 1 Insured, Insurer, Policyholder

“Insured” means the legitimate holder of a Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the “Cardholder”). Pursuant to the conditions set out in Section 2 Paragraph 2.2.2, the family members of the Cardholder are likewise deemed Additional Insureds. “Additionally Insured Family Members” include the spouse, registered domestic partner, domestic partner living in the same household, and unmarried children of the Credit Cardholder up to their 25th birthday insofar as they are entitled to support from the Credit Cardholder and receive such support (hereinafter referred to as “Additionally Insured Family Members”). In the following the Corporate Card/Business Card with Insurance Package Gold is referred to as “credit card”. “Insurer” means Chubb European Group SE (hereinafter referred to as “Insurer”). “Policyholder” means Degussa Bank AG (hereinafter referred to as “Degussa Bank”).

Section 2 Scope of Insurance

- 2.1 In the event of disability or death, the Insurer provides coverage to the Cardholder according to the following terms insofar as the disability or death
 - a) occurs during Business Travel within the meaning of Section 2 Paragraph 2.2 and
 - b) is the result of an Accident within the meaning of Section 5.
- 2.2 “Business Travel” means travel undertaken to perform official business away from the usual place of business. “Travel” means all components of travel and individual travel services that are used in chronological and geographical coordination with one another. Travel is commenced as a whole upon use of the first service component and ends with use of the last service component.
 - 2.2.1 The duration of travel may not be longer than 31 days, travel via Common Carrier must be planned, and the credit card must be used to pay the entire cost within the travel arrangement prior to the commencement of travel.
 - 2.2.2 Family members traveling with the Cardholder on Business Travel are also insured insofar as their participation is desired and paid for by the employer and the family members travel together with the Cardholder.
- 2.3 The Insurer is only obligated to pay benefits where the travel package has been paid for partially or in full with the credit card or the Degussa Bank

lodge card. In case of a loss the insurer may request proof the travel was business related within the meaning of Section 2 Paragraph 2.2.

2.4 Coverage is provided worldwide.

Section 3 Time Limitations on Coverage

Coverage begins as of the date of validity of the credit card and is provided for Accidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the credit card must be activated by Degussa Bank. The Policy Period is the calendar year. In the event that the validity of the credit card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year. The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends

- a) upon the expiration of the credit card's period of validity insofar as the stipulated fees for the credit card including the renewal period have been paid, or
- b) at the end of the term of the insurance contract between Degussa Bank and the Insurer,

whichever is earlier. In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

Section 4 Insurance Benefits and Amounts

4.1 The Insurer provides the following coverage to the Cardholder:

- a) € 400,000 in the event of disability
- b) € 600,000 in the event of total disability (100% disability)
- c) € 400,000 in the event of death
- d) Up to € 11,000 for cosmetic surgery costs
- e) € 55,000 for rescue costs
- f) € 110 daily hospitalization benefit while staying at a trauma center or hospital abroad

4.2 Disability exists where the Cardholder's or Additionally Insured Family Member's physical or mental performance is permanently impaired due to the Accident. Impairment is permanent when it will presumably exist for longer than three years and no change in condition can be expected.

The disability must

- a) have occurred within one year of the Accident, and
- b) be attested to in writing by a physician and reported by the Cardholder or Additionally Insured Family Member to the Insurer as a claim within fifteen months of the Accident.

There is no right to receive the disability benefit in the event the Cardholder or an Additionally Insured Family Member dies as a result of the Accident within one year of the Accident.

4.3 Where the Cardholder or the Additionally Insured Family Member has suffered an Accident or an Accident was imminent for this person or an Accident was to be presumed considering the specific circumstances, the Insurer reimburses the incurred expenses required for his or her rescue or recovery or for the search. Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The following will be reimbursed:

- The costs of search, rescue, or recovery efforts by rescue services operated by public or private entities insofar as fees are normally charged for such;
- Charges incurred for medically necessary transport of the injured person to the hospital or trauma clinic;
- The additional expense for the return of the injured person to his or her place of residence insofar as the additional costs are attributable to medical instructions or were unavoidable considering the nature of the injury;
- In the event of an Accident abroad, the additional costs for minor children and the partner traveling with the Insured Person for accom-

modations or to return home.

- In the event of a fatality resulting from the Accident, the costs of repatriation to the last permanent place of residence;
- In the event of a fatality resulting from an Accident abroad, costs for burial abroad as an alternative to repatriation to the place of residence.

The total amount of the benefit is limited to a maximum of € 55,000.00 per Accident for documented expenses.

4.4 The costs for cosmetic surgical procedures will be paid for insofar as the Cardholder or Additionally Insured Family Member has undergone a cosmetic surgical procedure following an Accident covered by the policy.

"Cosmetic Surgical Procedures" means medical treatment aimed at correcting any permanent physical impairment suffered by the Insured Person as the result of the Accident, which is carried out following medical care. The Cosmetic Surgical Procedure must take place within three years of the Accident; in the case of Accidents involving minor children, no later than by their 21st birthday.

Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The Insurer provides reimbursement for:

- Documented doctor bills;
- Medicines, bandages and dressings, and other remedies prescribed by a doctor;
- Other surgical expense;
- Expenses required for room and board in the hospital;
- Charges incurred for dental treatment and dental prosthetics due to the loss or partial loss of incisors or canine teeth as a result of the Accident.

The total amount of the benefit is limited to a maximum of € 11,000.00 per Accident for documented expenses.

Section 5 Definition of Accident

5.1 "Accident" means a sudden event attributable to an external cause resulting in unintended bodily injury to the Cardholder.

5.2 An Accident is also considered to have occurred where, due to an elevated exertion of force on limbs or vertebrae,

- a) a joint is dislocated, or
- b) muscles, tendons, ligaments, or (joint) capsules are pulled or torn.

Section 6 Coverage Limitations in the Event of Illness or Infirmary

The Insurer provides accident-related benefits. Where illness or infirmity has contributed to the adverse affect on health caused by an Accident or the aftereffects of such,

- a) in the event of disability, the percentage of the degree of disability will be reduced
- b) in the event of a fatality and, insofar as nothing to the contrary is stipulated, in all other situations, the benefit will be reduced in accordance with the percent attributable to the illness or infirmity. However, where the contribution percent is less than 25 %, the reduction will not be imposed.

Section 7 Nature and Amount of Benefits

7.1 Disability

7.1.1 The disability benefit will be paid out as lump sum.

7.1.2 The basis for the calculation of the benefit is the amount of coverage and the degree of the disability resulting from the Accident.

7.1.3 In the event of the loss of the following parts of the body and sensory organs or total loss of their functionality, the following degrees of disability apply to the exclusion of all others:

- a) Arm, 70 %
- b) Arm to the upper part of the elbow joint, 65 %

- c) Arm below the elbow joint, 60 %
- d) Hand, 50 %
- e) Thumb, 20 %
- f) Index finger, 10 % (thumb and index finger together, 50 %)
- g) Other finger, 5 %
- h) Leg above the middle of the thigh, 70 %
- i) Leg up to the middle of the thigh, 60 %
- j) Leg below the knee, 50 %
- k) Leg up to the middle of the lower leg, 45 %
- l) Foot, 50 %
- m) Big toe (hallux), 5 %
- n) Other toe, 2 %
- o) Eye, 50 %
- p) Hearing in one ear, 30%; total loss of hearing, 100 %
- q) Total loss of speech, 100 %
- r) Sense of smell, 10 %
- s) Sense of taste, 5 %

In the event of partial loss or partial impairment of function, the corresponding portion of the respective percentage applies.

- 7.1.4 With respect to other parts of the body and sensory organs, the degree of disability is assessed according to the extent to which normal physical or mental performance is impaired overall. Solely medical aspects will be taken into consideration for this assessment.
- 7.1.5 If relevant parts of the body or sensory organs or their functions had previously been permanently impaired prior to the Accident, the degree of disability will be reduced by the previous disability. This is to be assessed pursuant to Section 7 Paragraphs 7.1.3 and 7.1.4.
- 7.1.6 If several parts of the body or sensory organs are impaired due to the Accident, they will be combined into the degree of disability determined according to the terms above. Nevertheless, a figure higher than 100 % will not be considered.
- 7.1.7 In the event the Cardholder or Additionally Insured Family Member dies
- a) due to a reason unrelated to the Accident within one year of the Accident, or
 - b) more than one year after the Accident, regardless of the cause, and a right to receive a disability benefit had accrued, the Insurer will pay the benefit according to the degree of disability that would have been anticipated on the basis of medical findings.
- 7.1.8 For policies that do not include a progressive disability benefit table or other terms stipulating supplemental benefits, the following provisions apply:
- The Insurer will pay a disability benefit that is increased by 50 % when the following conditions have been met:
- The degree of disability is determined pursuant to Section 7, and
 - The Accident occurs before the Insured Person reaches his or her 65th birthday, and
 - The Accident results in a degree of disability of at least 100 %.
- The supplemental benefit is limited to a maximum of €200,000.00 for each Insured Person.
- The supplemental benefit described above does not apply with respect to Accidents involving the use of personal vehicles, company vehicles, and self-driven rental vehicles (also see Section 2 Paragraph 2.3).
- 7.2 Fatality
- 7.2.1 A fatality exists when the Cardholder has died as the result of the Accident within one year. Please be sure to review the special duties set out in Section 10 Paragraph 10.5.
- 7.2.2 The death benefit is paid in the amount of the stipulated amount of coverage.

Section 8 When Benefits Become Payable

- 8.1 The Insurer must state within one month – in the event of a disability claim within three months – in print form whether and to what extent it accepts a claim. The periods begin upon receipt of the following documentation:
- a) Proof of the circumstances of the Accident and its effects,
 - b) Additionally, in the event of a disability claim, proof of completion of treatment insofar as this is required to evaluate the disability.
- The Insurer will pay the medical fees forming the basis of the benefit claim that are incurred by the Cardholder or an Additionally Insured Family Member. The Insurer will not pay other expenses.
- 8.2 Where the Insurer has accepted the claim or has come to an agreement with the Cardholder or an Additionally Insured Family Member regarding the merits and amount, the Insurer shall make payment within two weeks.
- 8.3 Where initially only the merits of the claim for benefits have been settled, upon request the Insurer shall provide reasonable advances to the Cardholder or an Additionally Insured Family Member.
- Prior to the completion of treatment, a disability benefit can be claimed within one year of the Accident up to the maximum amount of coverage only in the event of a fatality.
- 8.4 The Cardholder or the Additionally Insured Family Member and the Insurer are entitled to have the degree of disability medically reevaluated yearly for up to three years following the Accident. This right
- a) must be exercised by the Cardholder or an Additionally Insured Family Member and the Insurer together at the time of the Insurer's statement regarding the obligation to pay the benefit, or
 - b) must be exercised by the Cardholder or an Additionally Insured Family Member prior to the expiration of the deadline.
- Where the final evaluation indicates a higher disability benefit than the Insurer has already paid, the additional sum is to bear interest at 1 % annually.

Section 9 Exclusions

- 9.1 No coverage is provided for the following Accidents:
- 9.1.1 Accidents sustained by the Cardholder or the Additionally Insured Family Member due to mental disorders or lapses in consciousness, also where such are due to intoxication, or due to strokes, epileptic seizures, or other attacks that affect the entire body.
- However, coverage is provided where such disorders or attacks are caused by an Accident covered under this policy.
- 9.1.2 Accidents in which the Cardholder or the Additionally Insured Family Member becomes involved because he or she intentionally commits or attempts to commit an offense.
- 9.1.3 Accidents that are directly or indirectly caused by events of war or civil war. However, coverage is provided where the Cardholder or the Additionally Insured Family Member traveling abroad is unexpectedly affected by events of war or civil war.
- This coverage expires at the end of the seventh day following the start of a war or civil war in the national territory in which the Cardholder or the Additionally Insured Family Member is staying.
- The extension does not apply to travel in or through countries in whose territory a state of war or civil war already exists. It also does not apply to active participation in war or civil war or for Accidents resulting from nuclear, biological or chemical weapons or in connection with a war or war-like situation between the countries of China, Germany, France, Great Britain, Japan, Russia, or the USA.
- 9.1.4 Accidents in which the Cardholder or the Additionally Insured Family Member becomes involved
- a) as an aircraft operator (also as the operator of sport aircraft) insofar as a license is required for such pursuant to German law, or as any other crew member of an aircraft;
 - b) when performing a professional occupation requiring the aid of an aircraft;
 - c) when using spacecraft.

- 9.1.5 Accidents in which the Cardholder or the Additionally Insured Family Member becomes involved due to his or her participation as the driver, front seat or other passenger of a motor vehicle in organized driving events, including the associated practice runs, where the objective is to achieve maximum speeds.
- 9.1.6 Accidents that are directly or indirectly caused by nuclear energy.
- 9.2 The following impairments are also excluded:
 - 9.2.1 Vertebral disc injuries, bleeding from the internal organs, and cerebral hemorrhaging. However, coverage is provided where the predominant cause is an Accident covered under this policy pursuant to Section 5 Paragraph 5.1.
 - 9.2.2 Harm to health caused by radiation.
 - 9.2.3 Harm to health caused by treatments or surgery performed on the body of the Cardholder or an Additionally Insured Family Member. However, coverage is provided where the treatments or surgery, including those involving radiology and nuclear diagnostic imaging or those for therapeutic purposes, were necessitated due to an Accident covered under this policy.
 - 9.2.4 Infections
 - 9.2.4.1 These are also excluded if they
 - a) were caused by stings or bites from insects, or
 - b) were caused by other minor injuries to the skin or mucosa, via which the pathogens found their way into the body immediately or at a later point.
 - 9.2.4.2 However, coverage is provided for
 - a) rabies and tetanus, as well as for
 - b) infections where the pathogens found their way into the body via Accident injuries not excluded pursuant to Section 9 Paragraph 9.2.4.1.
 - 9.2.4.3 With respect to infections caused by treatments or surgery, Section 9 Paragraph 9.2.3 sentence 2 applies analogously.
 - 9.2.5 Poisoning as the result of the oral ingestion of solid or liquid substances.
 - 9.2.6 Pathological disorders resulting from psychological responses, even where these were caused by an Accident.
 - 9.2.7 Hiatal or abdominal hernia. However, coverage is provided where these have come about due to the effect of physical force from an external source covered under this policy.

Section 10 Duties

- 10.1 After an Accident that is likely to result in a benefit being payable, the Cardholder or the Additionally Insured Family Member must immediately consult a doctor, follow the doctor's instructions, and inform the Insurer.
- 10.2 The Cardholder must truthfully fill out the Accident report sent by the Insurer and return this to the Insurer promptly; furthermore, the relevant information requested by the Insurer is to be provided in the same manner.
- 10.3 If physicians are appointed by the Insurer, the Cardholder or the Additionally Insured Family Member must allow him/herself to be examined by these. The Insurer is responsible for the necessary expenses including any resulting loss of income.
- 10.4 The Cardholder or the Additionally Insured Family Member must authorize the physicians that treated or examined him or her, even for other reasons, to release all required information to other insurers, insurance carriers, and government agencies.
- 10.5 If the Accident results in the death of the Cardholder or an Additionally Insured Family Member, this is to be reported to the Insurer within 48 hours even in the event the Accident had already been reported to the Insurer. As necessary, the right to have an autopsy performed by a medical examiner appointed by the Insurer is to be secured for the Insurer.

Section 11 Consequences of Failing to Comply with Duties

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder, the legal consequence of which is not stipulated by law, the Insurer is not liable for benefits. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the Accident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder or an Additionally Insured Family Member of these legal consequences in a separate notice in print form.

The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the Accident or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder or an Additionally Insured Family Member has committed the breach of duty with intent to defraud.

Section 12 Other Insurance

Insofar as benefits available under this policy are also provided under another policy, coverage under this policy is provided only in excess of that provided under the other policy.

Section 13 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder or the Additionally Insured Family Member and in the event of death, this person's heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank.

The Cardholder or the Additionally Insured Family Member may also assert his or her rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where he or she is not in possession of the insurance policy itself.

Section 14 Assignment and Offsetting with Counterclaims

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law. Solely the Cardholder or the Additionally Insured Family Member is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder or the Additionally Insured Family Members with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

Section 15 Reports, Declarations of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

<p>Degussa Bank c/o Chubb European Group SE Lurgallee 12 60439 Frankfurt am Main</p> <p>Phone: + 49 (0) 69 / 3600 - 2343</p>
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Section 16 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany. The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

General Terms and Conditions of the Liability Insurance for Private Individuals Abroad with the Corporate Card/Business Card with Insurance Package Gold

Section 1	Insured, Insurer, Policyholder
Section 2	Insuring Clauses, Claims
Section 3	Supplemental Terms, Professional Liability Insurance
Section 4	Risks Not Covered
Section 5	Insurer's Liability Under the Policy
Section 6	Time Limitations on Coverage
Section 7	Exclusion of Losses Due to Acts of Terrorism
Section 8	Duties
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Section 10	Claims Against Third Parties
Section 11	Beneficiary, Asserting Rights
Section 12	Claim Payment
Section 13	Assignment and Offsetting with Counterclaims
Section 14	Reports, Declarations of Intent
Section 15	Governing Law, Jurisdiction

Section 1 Insured, Insurer, Policyholder

"Insured" means the legitimate holder of a Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the "Cardholder") and his or her Additionally Insured Family Members. "Additionally Insured Family Members" include the spouse, registered domestic partner, domestic partner living in the same household, and unmarried children of the Credit Cardholder up to their 25th birthday insofar as they are entitled to support from the Credit Cardholder and receive such support (hereinafter referred to as "Additionally Insured Family Members"). In the following the Corporate Card/Business Card with Insurance Package Gold is referred to as "credit card". "Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

Section 2 Insuring Clauses, Claims

- 2.1 Coverage is provided – pursuant to the provisions of the General Terms and Conditions of the Liability Insurance (AHB), the Special Terms as set out below, and the descriptions of risk, and diverging from Section 7.9 of the Standard Policy Terms for Liability – for the statutory liability of the Cardholder as a private individual arising from losses occurring abroad. Coverage is provided solely for temporary stays. Furthermore, coverage is provided domestically for overnight stays in a hotel. However, this coverage extends exclusively to business and official travel and, Section 1 notwithstanding, is provided solely for the Cardholder himself or herself.
- 2.2 No coverage is provided for the liability of the owner, possessor, holder, driver, operator or pilot of a motor vehicle, aircraft, or watercraft for losses caused by the use of the vehicle or craft.
- 2.3.1 However, coverage is provided for liability for losses caused by the use of
- model aircraft, unmanned balloons, and kites
 - that are powered by neither motors nor fuel,
 - the flying weight of which does not exceed 5kg,
 - for which there is no requirement to obtain insurance;
 - sport watercraft, with the exception of personally owned sailboats and sport watercraft with motors – including auxiliary or outboard motors – or propellants that are personally owned or owned by others.
- 2.4 The following provisions apply with respect to losses occurring under Section 2 Paragraph 2.1: The Insurer pays claims in euros. Where the location

of payment is not within a member state of the European currency union, the Insurer's obligations are deemed satisfied at the point in time at which the sum in euros is remitted from a financial institution in the European currency union. The maximum limit of liability for claims is €1,050,000 per loss, all-inclusive for bodily injuries and/or property damage. The aggregate limit for all claims during a Policy Period is twice this limit of liability.

- 2.5 Diverging from Section 7.6 of the General Terms and Conditions of the Liability Insurance, statutory liability arising from damage to residential property and other rooms rented for personal use is covered.

Liability claims arising from the following are excluded:

- wear and tear, deterioration, and excessive use,
- damage to heating systems, machinery, boilers, and water heating equipment as well as electrical and gas appliances,
- glass damage insofar as the Policyholder is able to specifically insure against such;

those claims for recovery falling under the subrogation waiver pursuant to the Fire Insurers' Agreement on the Waiver of Subrogation for Losses Due to the Spread of Fire. (Abkommen der Feuerversicherer über einen Regressverzicht bei übergreifenden Feuerschäden).

The maximum limit of liability per loss is €50,000.00. The aggregate limit for all claims during a Policy Period is twice this limit of liability.

Section 3 Supplemental Terms, Professional Liability Insurance

- 3.1 This policy provides coverage for the statutory liability arising from financial losses within the meaning of item Section 2 of the General Terms and Conditions of the Liability Insurance (AHB) due to losses occurring while the policy is in effect.
- 3.2 Liability claims arising from the following are excluded:
- Losses sustained due to items manufactured or supplied by the Policyholder or an Additionally Insured Family Member or work performed by the Policyholder (or manufactured, supplied, or performed on behalf of or for the benefit of the Policyholder by third parties);
 - Losses due to continuous emissions (e.g. sounds, odors, vibrations);
 - Work involving planning, consultation, supervision of construction or installation, auditing, or providing expert reports;
 - Activities associated with monetary, lending, insurance, property, leasing, or similar financial transactions, arising from payment processes of any type, from cash accounting, and from breach of fiduciary duty and embezzlement;
 - Infringement of industrial property rights and copyrights;
 - failure to meet deadlines, scheduled completion dates, preliminary calculations, and estimates;
 - Advice, recommendations, or referrals to financially affiliated companies;
 - Activities associated with data processing, streamlining and automating, issuing information, translation, the arrangement and organization of travel;
 - Deliberate deviation from statutory or governmental regulations, from instructions or stipulations from the client, or other intentional breach of duty;
 - Disappearance of property, including but not limited to money, securities, and valuables.
- 3.3 The maximum limit of liability per loss is €50,000.00. The aggregate limit for all claims during a Policy Period is twice this limit of liability.

Section 4 Risks Not Covered

- 4.1 Those activities not expressly stated in the application for insurance or which pursuant to special terms or risk descriptions are not covered without a special premium are excluded from coverage and must be insured separately; this includes in particular liability arising from the following:
- Activities that are neither characteristic of the insured risk nor can be otherwise attributed to it;
 - Providing self-propelled machinery or motor vehicles to persons not affiliated with the company;

- 4.1.3 Manufacturing, processing, or transporting explosives, or liability arising from their storage for wholesale purposes and from arranging or setting off fireworks;
- 4.1.4 Possessing or operating rail cars for the conveyance of persons or property.
- 4.2 Large motor vehicle and watercraft clause
 - 4.2.1 Liability based on losses caused by the Policyholder, an Additional Insured, or a person appointed or assigned by them arising from the use of a motor vehicle or trailer is not covered.
 - 4.2.2 Liability based on losses caused by the Policyholder, an Additional Insured, or a person appointed or assigned by them arising from the use of a watercraft, or for which claims are made against them as the owner or possessor of watercraft is not covered.
 - 4.2.3 Where no coverage is provided for an Insured (Policyholder or Additional Insured) pursuant to these terms, this shall also apply to all other Insured Persons.
 - 4.2.4 An activity undertaken by persons named in Section 4 paragraphs 4.1.1 and 4.1.2 on a motor vehicle, trailer, or watercraft is not equivalent to use within the meaning of this clause, provided none of these persons is the owner or possessor of the vehicle or craft and this is not put into operation as part of the process.
- 4.3 Large aircraft clause
 - 4.3.1 Liability based on losses caused by the Policyholder, an Additional Insured, or a person appointed or assigned by them arising from the use of an aircraft, or for which claims are made against them as the owner or possessor of an aircraft.
 - 4.3.2 Where no coverage is provided for an Insured (Policyholder or Additional Insured) pursuant to these terms, this shall also apply to all other Insured's.
 - 4.3.3 No coverage is provided for liability arising from the following:
 - a) The planning or construction, manufacture, or delivery of aircraft or parts for aircraft insofar as the parts were obviously intended for the construction of aircraft or installation in aircraft.
 - b) Activities undertaken on aircraft or aircraft parts (e.g. assembly, maintenance, inspection, overhauling, repairs, transport), especially with respect to losses sustained by aircraft, property and passengers conveyed by aircraft, and other losses caused by aircraft.
- 4.4 Liability arising from the handling of flammable and explosive substances in contravention of regulations.

Section 5 Insurer's Liability Under the Policy

- 5.1 The Insurer is liable under the policy for liability losses sustained during domestic hotel stays only where a valid travel package contract has been entered into by the Cardholder and the travel agency/travel organizer, hotel, or other third party, and the entire cost of the travel package has been paid for with the credit card.
- 5.2 Coverage is extended abroad. The Federal Republic of Germany and the countries in which the Cardholder or an Additionally Insured Family Member, as the case may be, maintains a permanent place of residence are not considered to be "abroad".
- 5.3 For Cardholders or Additionally Insured Family Members, as applicable, with a permanent place of residence within the EU, Section 5 Paragraph 5.2 notwithstanding, coverage is also provided in the Federal Republic of Germany. In such case, no coverage is provided in the country in which the Cardholder or Additionally Insured Family Member, as applicable, has his or her permanent place of residence.
- 5.4 Coverage is provided for any Additionally Insured Family Members only where they embark on travel together with the Cardholder.
- 5.5 Coverage is provided only in excess of any other existing liability insurance policies; where insurance coverage exists for the same risk under another policy, the other policy takes precedence over this one.

Section 6 Time Limitations on Coverage

Coverage begins as of the date of validity of the credit card and is provided for incidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the credit card must be activated by the financial institution. The Policy Period is the calendar year. In the event that the validity of the credit card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year.

The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends with the expiration of the period of validity of the credit card provided the stipulated fees for the credit card including the renewal period have been paid, or at the end of the term of the insurance contract between Degussa Bank and the Insurer, whichever is earlier. In such case it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

Section 7 Exclusion of Losses Due to Acts of Terrorism

No coverage is provided for losses caused directly or indirectly by Acts of Terrorism. "Acts of Terrorism" are any actions by persons and groups of persons aimed at achieving political, religious, ethnic, or ideological goals that are capable of spreading fear and terror among the population, thereby influencing a government or governmental establishment.

Section 8 Duties

- 8.1 Upon request by the Insurer, the Cardholder or, respectively, the Additionally Insured Family Member must provide all information required to assess the claim or the Insurer's liability under the policy and the extent of such. Additionally, upon request, proof of the beginning and end dates of any given stay abroad are to be provided to the Insurer.
- 8.2 The Cardholder must submit all receipts no later than by the end of the third month following the end of travel.
- 8.3 Reimbursement can only be provided for expense receipts where these are submitted directly to the Insurer together with the number of the credit card. The Insurer is only liable to pay claims when original copies of the documentation it requests are submitted; these then becomes the property of the Insurer
- 8.4 Expenses incurred in foreign currencies are converted into euros according to the exchange rate for the date on which the receipts are received by the Insurer. The official euro exchange rate from the European Central Bank will be applied as the exchange rate for the day. For currencies not traded and for which no reference exchange rate is set, the rate applied will be that from the "Exchange Rate Statistics" publications by the German Central Bank, Frankfurt am Main, according to the most recent version, except where it is proven through bank records that the currencies required for payment of the bills were acquired at a less favorable rate.

Section 9 Breaches of Duty

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder or an Additionally Insured Family Member, the legal consequence of which is not stipulated by law, the Insurer is not liable for payment of claims. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder or, respectively, the Additionally Insured Family Member. In the event the Cardholder or the Additionally Insured Family Member proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the incident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of this legal consequence in a separate notice in print form.

The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the incident or its assessment, nor causally

connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder or the Additionally Insured Family Member has committed the breach of duty with intent to defraud.

Section 10 Claims Against Third Parties

- 10.1 Irrespective of the statutory transfer of claims as set out in Section 86 of the Insurance Policies Act (VVG), in the event the Cardholder or the Additionally Insured Family Member is entitled to claims for damages against third parties, the claims must be assigned in writing to the Insurer up to the amount for which the Insurer provides indemnification under the policy (reimbursement of costs as well as non-cash benefits and services)
- 10.2 The Cardholder must preserve the damages claim or a right serving to secure this claim while following the applicable rules on form and time limits, and must cooperate as required while the claim is pursued by the Insurer.
- 10.3 In the event the Cardholder or the Additionally Insured Family Member is entitled to repayment of remuneration lacking legal justification paid out to a party that performed services, for which the Insurer provided reimbursement payments under the policy, Section 10 Paragraphs 10.1 and 10.2 are to be applied analogously.

Section 11 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder and/or the Additionally Insured Family Member, and in the event of death, their heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank.

The Cardholder and the Additionally Insured Family Member may also assert their rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where they are not in possession of the insurance policy itself.

Section 12 Claim Payment

Once the grounds for and the amount of the Insurer's liability under the policy have been established, the claim must be paid within two weeks.

One month after report of the loss, a demand can be made that the minimum amount payable considering the facts of the situation be paid out as an installment. The Insurer is entitled to effect payment to the party providing proper documentation, with such payment discharging its obligations under the policy.

Section 13 Assignment and Offsetting with Counterclaims

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law.

Solely the Cardholder or the Additionally Insured Family Member, as applicable, is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder or the Additionally Insured Family Members with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

Section 14 Reports, Declarations of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

Section 15 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder or, as applicable, the Additionally Insured Family Member has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

Standard Policy Terms for Flight/Baggage Delay Insurance with the Corporate Card/ Business Card with Insurance Package Gold

Section 1	Insured, Insurer, Policyholder
Section 2	Insuring Clauses
Section 3	Time Limitations on Coverage
Section 4	Area of Coverage
Section 5	Definition of Baggage
Section 6	Exclusions
Section 7	Duties
Section 8	Breaches of Duty
Section 9	Other Insurance
Section 10	Claims Against Third Parties
Section 11	Beneficiary, Asserting Rights
Section 12	Claim Payment
Section 13	Assignment and Offsetting with Counterclaims
Section 14	Reports, Declarations of Intent
Section 15	Governing Law, Jurisdiction

Section 1 Insured, Insurer, Policyholder

Depending on the type of card, "Insured" means the legitimate holder of a valid Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the "Cardholder"). In the following the Corporate Card/Business Card with Insurance Package Gold is referred to as "credit card". "Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

Section 2 Insuring Clauses

- 2.1 Coverage is provided for those expenses incurred by the Cardholder with respect to regularly scheduled flights due to delayed departure, missed connections, and delayed receipt of Baggage checked for such flights.
- 2.2 The Insurer will reimburse the Cardholder in the following specifically enumerated situations:
 - 2.2.1 Where the departure of a booked flight is delayed by more than four hours, the flight is cancelled, or the Cardholder is denied a seat due to overbooking and no reasonable alternative transportation is offered within this period, the Insurer provides reimbursement for documented expenses incurred for hotel accommodations, meals, and drinks paid for by means of a credit card issued to the Cardholder between the time of the scheduled departure and the actual departure, however up to a maximum of €200 per claim.
 - 2.2.2 In the event the Cardholder misses a booked connecting flight due to a delay of a booked flight and no reasonable alternative transportation is offered within four hours of the arrival of the delayed flight, the Insurer provides reimbursement for documented expenses incurred for hotel accommodations, meals, and drinks paid for by means of a credit card issued to the Cardholder between the time of the scheduled departure and the actual departure, however up to a maximum of €200 per claim.
 - 2.2.3 Where Baggage checked onto a booked, regularly scheduled flight does not arrive at the scheduled destination within four hours of the arrival of the flight, the Insurer provides reimbursement for the documented expenses incurred for essential items of clothing and toiletries paid for by means of a credit card issued to the Cardholder prior to the arrival of the delayed Baggage up to a maximum of €200 per claim.
 - 2.2.4 Where Baggage checked onto a booked, regularly scheduled flight does not arrive at the scheduled destination within twenty-four hours of the arrival of the flight, the Insurer provides reimbursement within four days

for the documented expenses incurred for essential items of clothing and toiletries charged to credit card issued to the Cardholder prior to the arrival of the delayed Baggage up to a maximum of €400 per claim. In total, the Insurer provides reimbursement up to a maximum of €600 per claim.

- 2.3 The Insurer is only obligated to pay benefits where the Cardholder has used a valid credit card or Corporate Travel Account Card issued to him or her by Degussa Bank AG to pay the entire cost of the ticket for the regularly scheduled flight prior to the normal time of departure, and where it can be verified that the costs specified in Section 2 Paragraph 2.2 were paid by means of the credit card.
- 2.4 The right to receive benefit payments up to the particular maximum benefit amount exists only with respect to documented expenses charged to the credit card.
- 2.5 Within a period of 12 months, benefit payments for claims pursuant to Section 2 Paragraphs 2.2.1 and 2.2.2 are limited to a maximum combined sum of €1,400. Within a period of 12 months, benefit payments for claims pursuant to Section 2 Paragraphs 2.2.3 and 2.2.4 are limited to a maximum combined sum of €2,400.
- 2.6 Expenses incurred at the destination airport or place of destination following the flight home are not covered.

Section 3 Time Limitations on Coverage

Coverage begins as of the date of validity of the credit card and is provided for incidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the credit card must be activated by Degussa Bank. The Policy Period is the calendar year. In the event that the validity of the credit card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year. The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption.

The Period of Insurance ends

- a) upon the expiration of the credit card's period of validity insofar as the stipulated fees for the credit card including the renewal period have been paid, or
- b) at the end of the term of the insurance contract between Degussa Bank and the Insurer, whichever is earlier. In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

Section 4 Area of Coverage

Coverage is provided worldwide.

Section 5 Definition of Baggage

- 5.1 "Baggage" means all personal property required for travel and accompanying the traveler, carried on his or her person or in his or her clothing, or conveyed via a standard means of transportation. Gifts and souvenirs acquired during travel as well as identification papers are also included as Baggage. Items used for business purposes are not considered to be Baggage. Property that is permanently kept at a location other than the Cardholder's primary place of residence (in particular at second residences, on boats, or in camping vehicles) is considered to be Baggage only if it is taken along from there on drives, walks, or travel.
- 5.2 Collapsible and inflatable boats as well as other sports equipment, including their accessories, are covered only where they are not actually in use in accordance with their intended use. Outboard motors are excluded from coverage.
- 5.3 Furs, jewelry, objects made from precious metal, as well as camera equipment, filming equipment, and portable video systems, including their accessories, are covered – the limitations on reimbursement set out in Section 2 notwithstanding – provided they
 - are worn, carried, or used in accordance with their intended use,
 - accompany the traveler in a secure manner in his or her personal safekeeping,
 - have been transferred for safekeeping to a business providing accom-

modations, or

- are located in a properly locked room of a building, passenger ship, or in a monitored cloakroom; however, this applies to jewelry and objects made of precious metal only where they have also been kept in a locked container that provides increased security against the removal of the container itself.
- Furs, camera equipment, filming equipment, and portable video systems, including the accessories for each, are then also covered when they are transferred to a business providing transportation or a baggage checking office in properly locked containers that do not show the contents.

Section 6 Exclusions

- 6.1 No coverage is provided for losses resulting from or due to:
- Intentional cause of the incident by the Cardholder;
 - The intentional commission of an offense by the Cardholder or an attempt by the Cardholder to intentionally commit an offense;
 - Confiscation or seizure by customs authorities or another government agency.
- 6.2 Furthermore, no coverage is provided for:
- Items purchased by the Cardholder in the Duty-Free area;
 - Expenses other than those specified in Section 2 Paragraph 2.2, in particular telephone charges, itinerary changes, or alternative transportation;
 - A situation in which the Insured Person voluntarily decides not to board a flight because of compensation from the airline.
- 6.3 No coverage is provided for losses caused directly or indirectly by Acts of Terrorism. "Acts of Terrorism" are any actions by persons and groups of persons aimed at achieving political, religious, ethnic, or ideological goals that are capable of spreading fear and terror among the population, thereby influencing a government or governmental establishment.

Section 7 Duties

- 7.1 The Cardholder must:
- Immediately report every loss to the Insurer within 20 days;
 - Prevent and mitigate losses where possible, and in particular, file claims for damages against third parties (e.g. rail service, post office, sea freight service, airline, hotel) in compliance with the prescribed forms and time limits or secure such claims in another manner as well as follow any instructions from the Insurer.
 - Take every action that may be helpful in clarifying the facts of the claim. The Cardholder must submit all records that demonstrate the merits and amount of the claim.
 - When a loss occurs, immediately notify the airline or the relevant point of contact regarding the missed flight or the failure of the Baggage to arrive on time, obtain a loss report form from this party, and take all possible steps to recover the Baggage as quickly as possible.
- 7.2 The Cardholder must truthfully and fully report all of the facts of the claim to the Insurer and provide all required documentation; in particular the Cardholder must submit the following documents:
- A copy of the plane ticket stating the airline, flight number, departure airport, destination, scheduled departure and arrival times, arrival airport;
 - Credit Card records including the account statement with proof of payment of the flight by means of the credit card;
 - Credit Card records and original copies of bills for hotel and board costs, where possible providing an itemized list of these;
 - Written confirmation from the airline concerning the time of the actual departure and arrival;
 - Written confirmation from the airline concerning the reasons for the delayed receipt of Baggage and proof of the actual arrival of the delayed Baggage.
- 7.3 The Cardholder is responsible for the costs for obtaining the documents

and records specified in Section 7 Paragraph 7.2.

Section 8 Breaches of Duty

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder, the legal consequence of which is not stipulated by law, the Insurer is not liable for claims. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the incident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of this legal consequence in a separate notice in print form. The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the incident or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder has committed the breach of duty with intent to defraud.

Section 9 Other Insurance

Insofar as benefits available under this policy are also provided under another policy, coverage under this policy is provided only in excess of that provided under the other policy.

Section 10 Claims Against Third Parties

- 10.1 This policy is secondary; coverage is provided only where a third party is not under an obligation to make payment, contests its obligation to make payment, or payments it has made are not sufficient to cover the costs.
- 10.2 Irrespective of the statutory transfer of claims as set out in Section 86 of the Insurance Policies Act (VVG), in the event the Cardholder nevertheless makes payment, the claims must be assigned in writing to the Insurer up to the amount for which the Insurer provides indemnification under the policy (reimbursement of costs as well as non-cash benefits and services).
- 10.3 The Cardholder must preserve the damages claim or a right serving to secure this claim while following the applicable rules on form and time limits, and must cooperate as required while the claim is pursued by the Insurer.
- 10.4 In the event the Cardholder is entitled to repayment of remuneration lacking legal justification paid out to a party that performed services for which the Insurer provided reimbursement payments under the policy, Section 10 Paragraphs 10.1 through 10.3 are to be applied analogously.

Section 11 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder, and in the event of death, this person's heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank.

The Cardholder may also assert his or her rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where he or she is not in possession of the insurance policy itself.

Section 12 Claim Payment

Once the grounds for and the amount of the Insurer's liability under the policy have been established, the claim must be paid within two weeks.

One month after report of the loss, a demand can be made that the minimum amount payable considering the facts of the situation be paid out as an installment.

The Insurer is entitled to effect payment to the party providing proper documentation, with such payment discharging its obligations under the policy.

Section 13 Assignment and Offsetting with Counterclaims

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law.

Solely the Cardholder is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder with accounts payable to the credit card issuer.

Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

Section 14 Reports, Declarations of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

Section 15 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

Services of IMA Deutschland Assistance on behalf of the Chubb European Group SE (hereinafter referred to as "Insurer") for the owner of a Corporate Card/Business Card with Insurance Package Gold**1. Medical Advice by Phone**

The Insurer will arrange for you to receive medical advice over the phone.

2. Information on Medical Service Providers

Upon request, the Insurer will provide the Cardholder with the names, addresses, phone numbers, and – insofar as requested and available – service hours of medical service providers in the region where the Cardholder is currently staying.

3. Preparation for In-Patient Hospital Admission

Where the Cardholder's state of health requires staying in a hospital, the Insurer will assist the Cardholder with in-patient hospital admission.

4. Translations

The Insurer will arrange telephone translations of medical matters for the Cardholder.

5. Supply of Important Medications

The Insurer will endeavor to ensure that the Cardholder receives important medications required for the Cardholder's care and/or treatment that are not available where the Cardholder is staying. The medications will be delivered within the limits of the applicable laws and other regulations. The Insurer is not responsible for either the costs of obtaining the medications or their transportation.

6. Evacuation

To the extent necessary, the Insurer will arrange for the Cardholder's evacuation to the nearest hospital ("destination") at which appropriate medical care is available ("evacuation"). The Insurer will also arrange for medical care during transport.

The Insurer will arrange for the appropriate facilitation of communications, mobile medical equipment, and an en-route medical support team.

7. Transportation of Remains

The Insurer will transport the Cardholder's remains from the place of death to the home country or country of residence; alternatively, upon request by a family member or legal representative, the Insurer will arrange for a funeral at the place of death.

8. Visiting

Where the Cardholder had been traveling alone and is receiving in-patient care at a hospital outside of his or her home country or country of residence, the Insurer will organize a plane ticket in second class for a relative or friend to visit the Cardholder.

9. Transportation of Minor Children

The Insurer will arrange a plane ticket for a one-way flight to the Cardholder's home country or country of residence for minor children who are left without the requisite care due to the injury, illness, medical evacuation, or repatriation of the Cardholder. A person will be provided to accompany the minor if necessary.

10. Accommodations

When a medical emergency evacuation, medical emergency repatriation, or in-patient care becomes necessary, the Insurer will arrange hotel accommodations for the Cardholder.

11. Advancing Payment and Monitoring Health

The Insurer will assist the Cardholder in paying the costs required for in-patient care or out-patient treatment by advancing payment of the costs on behalf of the Cardholder. The Insurer will monitor the Cardholder's health and the in-patient or out-patient costs incurred.

12. Information on Vaccination and Visa Requirements

The Insurer will pass on information associated with vaccination and visa requirements for the journey abroad.

13. Translator Referrals

Upon request, the Insurer will provide the Cardholder with the names, addresses, phone numbers, and – insofar as requested and available – office hours of translators located abroad.

14. Lost Baggage

The Insurer will assist Cardholders who have lost their baggage while traveling abroad by providing information on the appropriate points of contact.

15. Lost Passport

The Insurer will assist Cardholders who have lost their passports while traveling abroad by providing information on the appropriate points of contact.

16. Information on Obtaining Legal Advice

Upon request, the Insurer will provide Cardholders with the names, addresses, phone numbers, and – insofar as requested and available – office hours of attorneys or other legal advisors ("attorneys") in the region where the Cardholder is currently staying. The Insurer does not provide any legal advice.

17. Arranging Appointments with Attorneys

The Insurer will assist the Cardholder with arranging appointments with attorneys. The Cardholder is responsible for all of the costs associated with this.

18. Assistance with Emergency Travel

The Insurer can provide assistance to the Cardholder for traveling abroad in emergency situations by helping with reservations for plane tickets or hotel accommodations.

19. Translation Services in Emergency Situations

In the event of an emergency, the Insurer will provide phone translation services or translator referrals.

20. Diplomatic Missions

The Insurer will provide the address, phone number, and hours of operation of the nearest appropriate consulate or embassy anywhere in the world.

21. Obtaining Documents in an Emergency

Upon request by the Cardholder, the Insurer can assist the Cardholder with sending emergency documents to a friend, relative, or business partner.

22. Repatriation

After an evacuation for subsequent in-patient care or rehabilitation measures has been completed, the Insurer will bring the Cardholder back to his or her home country or country of residence ("repatriation").

The Insurer will arrange for the appropriate facilitation of communications, mobile medical equipment, and an en-route medical support team.

The Insurer will provide referral and organization services. The Cardholder will not be charged any costs for this assistance. The Cardholder is responsible for the charges for the referred or organized services.

The following applies as a general rule: The Insurer is not responsible for any charges by third parties. Financial assurances made by the Insurer can only be provided where payment was made by means of the user's credit card or secured in some other fashion.

For any information and assistance services, the Insurer can be reached at the following telephone number in Germany:

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

Standard Terms for International Travel Health Insurance for the Corporate Card/Business Card with Insurance Package Gold

Section 1	Insured, Insurer, Policyholder
Section 2	Insuring Clauses
Section 3	Time Limitations on Coverage
Section 4	Area Where Coverage is Provided
Section 5	Scope of Coverage
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Section 9	Claims Against Third Parties
Section 10	Beneficiary, Asserting Rights
Section 11	Assignment
Section 12	Reports, Declarations of Intent
Section 13	Governing Law, Jurisdiction

Section 1 Insured, Insurer, Policyholder

"Insured" means the legitimate holder of a Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the "Cardholder"). In the following the Corporate Card/Business Card with Insurance Package Gold is referred to as "credit card". "Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" and "Issuing Company" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

Section 2 Insuring Clauses

- 2.1 The Insurer provides insurance coverage for illness and accidents that occur while temporarily traveling abroad. It provides reimbursement for medical care expenses resulting from unexpected Occurrences while abroad.
- 2.2 The insured person was physically able to start the journey.
- 2.3 An "Occurrence" means the medically necessary treatment or care of the Cardholder due to illness or accident. Medically indicated return travel and death are also considered to be Occurrences. The Occurrence begins with medical care and ends when, according to the medical findings, there is no longer a need for treatment.
- 2.4 If medical care must be extended to an illness or accident-related injury that is not causally connected with the illness or injuries treated up to that point, this gives rise to a new Occurrence.

Section 3 Time Limitations on Coverage

- 3.1 Coverage is provided for the first six weeks (maximum duration of insurance coverage) of each stay abroad.
- 3.2 Coverage begins as of the date of validity of the credit card. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder. The Period of Insurance ends
 - a) upon the termination of the credit card contract becoming effective, or
 - b) at the end of the term of the insurance contract between Degussa Bank and the Insurer, whichever is earlier.
 In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

Section 4 Area Where Coverage is provided

- 4.1 Coverage is extended abroad. The Federal Republic of Germany and the countries in which the Cardholder maintains a permanent place of residence are not considered to be "abroad".

- 4.2 For Credit Cardholders with a permanent place of residence within the EU, Section 4 Paragraph 4.1 notwithstanding, coverage is also provided in the Federal Republic of Germany. In such case, no coverage is provided in the country in which the Cardholder has his or her permanent place of residence.

Section 5 Scope of Coverage

- 5.1 The following expenses will be reimbursed:
 - a) Medical advice and treatment including urgently required surgery and the costs related to surgery;
 - b) Medications, bandages and dressings prescribed by a doctor. Nutritional supplements and restoratives, cosmetic preparations, and substances taken habitually or for preventative reasons are not considered to be medications even when they are prescribed by a doctor and contain ingredients with healing properties;
 - c) The following remedies prescribed by a doctor: inhalations, heat, light, and electro-therapy and – after an accident occurring during a stay abroad – medically indicated baths and massages;
 - d) Assistive devices prescribed by a doctor insofar as they become necessary for the first time due to an accident occurring abroad, up to a total of €150 per Occurrence;
 - e) Diagnostic radiology and radiation therapy;
 - f) Room and board in the case of in-patient care
 - g) Medically indicated transport to the nearest, suitable hospital or to the nearest emergency physician by a recognized first responder for purposes of first aid following an accident or emergency;
 - h) Palliative dental care and the associated, basic fillings required as well as repairs to prosthetics (however this does not include the first-time creation of dental prosthetics, crowns, and inlays)
- 5.2 The additional costs of medically indicated return travel from abroad will be reimbursed. Furthermore, the additional costs for a person to accompany the minor if necessary will be reimbursed when such service is medically indicated. The destination of the return transportation must be the permanent place of residence or the suitable hospital closest to that location. Absent any contraindicative medical reasons, the least expensive means of transportation is to be selected. Additional costs are those costs incurred to return home due to a covered Occurrence. The travel costs saved due to the return travel will be deducted from the benefits to be paid. When a claim is made for return travel costs, the Cardholder must submit to the Insurer a medical assessment concerning the reasons for the return travel and, as applicable, the recommendation of a person to accompany the minor if, providing the precise designation of the ailment. Solely the company specified in Section 12 is to be authorized to implement the return travel.
- 5.3 In the event of the death of the Cardholder, the costs for burial at the place of death or repatriation to the last permanent residence will be reimbursed, up to a total of €10,500. When a claim is made for repatriation or burial costs, the official death certificate and a medical report on the cause of death must be submitted to the Insurer.
- 5.4 In the event of medically necessary in-patient care, the patient is free to choose from among the generally accredited hospitals in the country of travel staffed with physicians around the clock and possessing sufficient diagnostic and therapeutic options.
- 5.5 Where the costs of in-patient care in the hospital are partially paid for by another provider, the Insurer will pay a daily hospitalization benefit in addition to the remaining reimbursable costs. The daily hospitalization benefit is calculated as follows: The amount of the share of the costs divided by the number of days of in-patient care – maximum of €30 per day. A daily hospitalization benefit of €30 per day may be selected in lieu of any reimbursement of the costs of in-patient care.
- 5.6 The charges for remitting benefit payments abroad and for translations may be deducted from the benefits.

Section 6 Exclusions

- 6.1 No coverage is provided for:
- a) Travel to countries or destinations for which the Federal Foreign Office has issued a travel warning. If you are not sure if there is a travel warning for your destination, we ask that you check this on the website of the Federal Foreign Office.
 - b) Medical treatments, regarding which it was known at the time that the border was crossed to go abroad that such treatments were required to be given in the event travel was undertaken as scheduled, except where travel was undertaken due to the death of a spouse/registered domestic partner or a first-degree relative;
 - c) Illnesses and accident-related injuries the treatment of which abroad was the sole reason or one of the reasons for traveling;
 - d) Chronic conditions or anomalies and their particular aftereffects, as well as the aftereffects of illnesses or accidents for which the Insured Person had been treated in the last six months prior to submitting the application. However, in the event medical treatment abroad becomes necessary due to an acute deterioration in health that was not anticipated prior to the beginning of travel and travel was not undertaken against the advice of a doctor, the following applies: Eligible expenses pursuant to Section 5 will be reimbursed if and to the extent they exceed a sum of €51.13 per Occurrence.
 - e) Illnesses and their aftereffects and accident-related injuries and fatalities caused by active participation in events of war or civil unrest;
 - f) Conditions and accidents stemming from deliberate actions, suicide, attempted suicide, or addiction (e.g. alcohol or drugs) including their aftereffects, or for treatments for detoxification, withdrawal, and rehabilitation;
 - g) Treatment programs at in-patient medical centers and clinics or rehabilitation programs;
 - h) Out-patient treatment at a therapeutic bath center or in-patient medical center. This restriction does not apply where medical treatment becomes necessary during a temporary stay due to illness occurring independent of the purpose of travel or due to an accident occurring there;
 - i) Treatment by spouses/registered domestic partners, parents, or children; expenses for substantiated, medically necessary items will be reimbursed as set out in Section 5 Paragraph 5.1;
 - j) Treatment of mental and emotional disorders and illnesses or psychotherapy.
 - k) Treatment or accommodation due to infirmity, long-term care requirement, or detention;
 - l) Expenditures for assistive devices not required as the result of an accident, e.g. glasses, contact lenses, inserts, prostheses.
 - m) Pregnancy, abortion, childbirth, or post-partum disorders of which the Insured Person was aware prior to traveling. However, treatment for the acute complications of pregnancy not foreseeable by the Insured Person, including premature births prior to the end of the 32nd week of pregnancy and miscarriages, is covered. Coverage is also provided in this regard for the medically necessary care of premature infants in connection with premature birth.
 - n) For dental prosthetics including crowns, and for orthodontic treatment
- 6.2 In the event medical care or treatment for which benefits are stipulated exceeds the medically necessary scope or the remuneration demanded is inappropriate given the situation in the country of travel, the Insurer may reduce the benefits paid to an appropriate amount.
- 6.3 Where there is a right to benefits under the statutory health, accident, or social security insurance system for statutory medical or accident care, the Insurer is obligated to pay benefits solely for those expenditures that remain necessary despite the statutory benefits. This does not affect the Cardholder's rights to receive a daily hospitalization benefit.

- 6.4 Insofar as benefits available under this policy are also provided under another policy, with the exception of private health insurance policies, coverage under this policy is provided only in excess of benefits provided under the other policy or by the third party.

Section 7 Duties, Release of Confidential Medical Information

- 7.1 Where possible, the Cardholder must mitigate the loss and refrain from any actions that hinder recovery.
- 7.2 Upon request by the Insurer, the Cardholder must provide all information required to assess the Occurrence or the Insurer's liability under the policy and the extent of such. In particular, the Cardholder must submit consent forms for the release of confidential information. Additionally, upon request, proof of the beginning and end dates of any given stay abroad are to be provided to the Insurer.
- 7.3 Upon request by the Insurer, the Cardholder must allow him/herself to be examined by a physician appointed by the Insurer.
- 7.4 Reimbursement can only be provided for expense receipts where these are submitted directly to the Insurer together with the number of the credit card. The Insurer is only liable to pay claims when original copies of the documentation it requests are submitted; these then become the property of the Insurer
- 7.5 All receipts must contain the name of the practitioner providing treatment, the first and last names and date of birth of the person receiving treatment, condition designations (diagnoses), the individual services provided by the practitioner, and the dates of treatment. Prescriptions must clearly show the prescribed medications, the prices, and the notation of receipt. In the case of dental treatment, the receipts must show the designation of the teeth treated and the treatments performed to those.
- 7.6 Expenses incurred in foreign currencies are converted into euros according to the exchange rate for the date on which the receipts are received by the Insurer. The official euro exchange rate from the European Central Bank will be applied as the exchange rate for the day. For currencies not traded and for which no reference exchange rate is set, the rate applied will be that from the "Exchange Rate Statistics" publications by the German Central Bank, Frankfurt am Main, according to the most recent version, except where it is proven through bank records that the currencies required for payment of the bills were acquired at a less favorable rate.
- 7.7 By reporting the Occurrence and claiming insurance benefits, the Cardholder releases the treating physicians from the duty of confidentiality vis-à-vis the Insurer and any claim adjustment services company appointed by the Insurer.

Section 8 Breaches of Duty

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder, the legal consequence of which is not stipulated by law, the Insurer is not liable for claims. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the Occurrence has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of this legal consequence in a separate notice in print form. The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the Occurrence or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. The foregoing does not apply where the Cardholder has committed the breach of duty with intent to defraud.

Section 9 Claims Against Third Parties

- 9.1 Irrespective of the statutory transfer of claims as set out in Section 86 of the Insurance Policies Act (VVG), in the event the Cardholder is entitled to claims for damages against third parties, the claims must be assigned in writing to the Insurer up to the amount for which the Insurer provides indemnification under the policy (reimbursement of costs as well as non-cash benefits and services).
- 9.2 The Cardholder must preserve the damages claim or a right serving to secure this claim while following the applicable rules on form and time limits, and must cooperate as required while the claim is pursued by the Insurer.
- 9.3 In the event the Cardholder is entitled to repayment of remuneration lacking legal justification paid out to a party that performed services, for which the Insurer provided reimbursement payments under the policy, paragraphs 1 through 3 are to be applied analogously.

Section 10 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder, and in the event of death, this person's heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank. The Cardholder may also assert his or her rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where he or she is not in possession of the insurance policy itself.

Section 11 Assignment

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law.

Section 12 Reports, Declarations of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

The Insurer is to be engaged to arrange return transport within the meaning of Section 5 Paragraph 5.2, likewise via the above-referenced Card Service contact address.

Section 13 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany. The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

Standard Policy Terms for Rental Vehicle Collision Damage Waiver Insurance (CDW) – with the Corporate Card/Business Card with Insurance Package Gold

Section 1	Insured, Insurer, Policyholder
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Section 1 Insured, Insurer, Policyholder

Depending on the type of card, "Insured" means the legitimate holder of a Corporate Card/Business Card with Insurance Package Gold (hereinafter referred to as the "Cardholder"). In the following the Corporate Card / Business Card with Insurance Package Gold is referred to as "credit card". "Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

Section 2 Insuring Clauses

- 2.1 The Insurer provides insurance coverage to the Cardholder pursuant to these terms where the Cardholder is liable to the rental car company for the loss of, damage to, or collision of a rental vehicle with another object, provided:
- The rental agreement was entered into by the Cardholder,
 - The Cardholder driving the rental vehicle and/or, as applicable, another person designated as an authorized driver in the rental agreement, depending on who drives the rental vehicle, has a valid driver's license for the class of rental vehicle,
 - Payment for the rental vehicle was charged in its entirety to the Cardholder's credit card or Degussa Bank Central Travel Account, insofar as the rental company does not accept this as a payment method and confirms this in writing, with one of the Cardholder's other credit cards.
- The policy provides coverage for diminishment in value of the rental vehicle and loss of rental income (maximum 14 days) insofar as such is contractually owed by the Cardholder.
- 2.2 Coverage is valid worldwide.

Section 3 Time Limitations on Coverage

- 3.1 Coverage is provided for the rental of a single rental vehicle and is limited to a maximum duration of 30 days. Where there are several, chronologically overlapping rentals, coverage is provided only for the first vehicle rented.
- 3.2 Coverage begins as of the date of validity of the credit card and is provided for incidents that occur during the respective policy period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the credit card must be activated by Degussa Bank. The Policy Period is the calendar year.

In the event that the validity of the credit card begins while a calendar year is underway, the first policy period will be shorter than one calendar year. The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends

- a) upon the expiration of the credit card's period of validity insofar as the stipulated fees for the credit card including the renewal period have been paid, or
 - b) at the end of the term of the insurance contract between Degussa Bank and the Insurer, whichever is earlier. In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.
- 3.3 In the event of an incident that occurs after the end of the Policy Term, coverage is provided for a period of 90 days insofar as the rental agreement was entered into prior to the event specified in Section 3 Paragraph 3.2 a) or b).

Section 4 Scope of Insurance

- 4.1 Coverage is limited to the actual market value of the rental vehicle at the time of the incident causing the loss, up to a maximum benefit amount of €75,000 per incident and in total per Policy Period.
- 4.2 In the event of a claim, the Cardholder's deductible is €150.
- 4.3 The benefit will be provided only on the basis of a report by an accredited appraiser or, in the event of disappearance or total loss, a recognized valuation list (in particular Eurotax Schwacke). At the Insurer's discretion, either the benefit will be provided by way of payment or the vehicle will be repaired.
- 4.4 Insofar as the Cardholder is also liable pursuant to the rental agreement for a diminishment in value of the rental vehicle or loss of rental income (maximum 14 days), these charges will be deducted from the maximum benefit available.

Section 5 Exclusions

Coverage does not extend to:

- Damage cause deliberately;
- Rental of a vehicle for commercial purposes (in particular for the commercial conveyance of persons); rental of a vehicle to enforce a business trip is covered.
- Damage to the rental vehicle that occurs during use in violation of the rental agreement;
- Damage to the rental vehicle caused due to driving under the influence of substances that impair driving ability (in particular drugs, medications) or under the influence of alcohol (i.e. the driver's blood alcohol level is in excess of the level permitted while driving according to the legal system of the particular state or country);
- Losses occurring when the driver is not designated in the rental agreement as an authorized driver;
- Wear and tear, deterioration, freezing, mechanical or electrical breakdowns, brake damage, or breakage, except where these result from another cause of loss covered under this policy;
- Damage to or destruction of the tires, except where such results from an incident simultaneously causing other covered damage to the vehicle as well;
- Towing fees and/or recovery costs;
- Any service fees that may be charged by the rental car company in the event of a claim;
- Damage that is reported to the Insurer more than 15 business days after the occurrence of the loss.

Section 6 What to Do in the Event of a Loss, Duties

- 6.1 The Cardholder must immediately report the loss in writing. In particular, the Cardholder must provide information as to how, when, and where the loss occurred.
- 6.2 The Cardholder must also do the following:
 - Report the situation resulting in the loss to the police;
 - Work to ensure that the Insurer is permitted to examine and appraise the damaged property prior to its repair, sale, or disposal, and to produce detailed documentation of the loss pursuant to Section 6 Paragraph 6.3.
- 6.3 The Cardholder must fill out the rental car company's loss report and retain a copy of this. When the repair bill is received, the Cardholder must submit to the Insurer the copy of the loss report provided to the rental car company, as applicable a copy of the statement or receipt showing the credit card charge, a copy of the entire rental agreement, and a copy of the police report.

Section 7 Breaches of Duty

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder, the legal consequence of which is not stipulated by law, the Insurer is not liable for claims. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the occurrence of the loss has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of this legal consequence in a separate notice in print form. The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the loss or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder has committed the breach of duty with intent to defraud.

Section 8 Other Insurance

Insofar as benefits available under this policy are also provided under another policy, coverage under this policy is provided only in excess to that provided under the other policy.

Section 9 Claims Against Third Parties

- 9.1 Irrespective of the statutory transfer of claims as set out in Section 86 of the Insurance Policies Act (VVG), in the event the Cardholder is entitled to claims for damages against third parties, the claims must be assigned in writing to the Insurer up to the amount for which the Insurer provides indemnification under the policy (reimbursement of costs as well as non-cash benefits and services).
- 9.2 The Cardholder must preserve the damages claim or a right serving to secure this claim while following the applicable rules on form and time limits, and must cooperate as required while the claim is pursued by the Insurer.
- 9.3 In the event the Cardholder is entitled to repayment of remuneration lacking legal justification paid out to a party that performed services, for which the Insurer provided reimbursement payments under the policy, Section 9 Paragraphs 9.1 and 9.2 are to be applied analogously.

Section 10 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder, and in the event of death, this person's heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank.

The Cardholder may also assert his or her rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where he or she is not in possession of the insurance policy itself.

Section 11 Claim Payment

Once the grounds for and the amount of the Insurer's liability under the policy have been established, the claim must be paid within two weeks.

One month after report of the loss, a demand can be made that the minimum amount payable considering the facts of the situation be paid out as an installment.

The Insurer is entitled to effect payment to the party providing proper documentation, with such payment discharging its obligations under the policy.

Section 12 Assignment and Offsetting with Counterclaims

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law.

Solely the Cardholder is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder or the Additionally Insured Family Members with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

Section 13 Reports, Declaration of Intent

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank
c/o Chubb European Group SE
Lurgiallee 12
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

Section 14 Governing Law, Jurisdiction

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

Data protection notice

We use the personal data that you provide to us for issuing and administering this insurance, including processing any claims that arise from it.

This information may include basic contact information, such as your name, address and policy number, and may also include more detailed information about you (such as your age, health status, information about your assets and previous claims), if this information is relevant to the risk insured by us, the benefits we provide or a claim you have made.

We are part of a global group and may therefore transfer your personal data to our group companies in other countries in certain circumstances if this is necessary for the insurance coverage provided under the policy or for data storage purposes. We also use a number of reliable service providers who have access to your personal data, subject to our procedures and monitoring.

You have a range of rights in connection with your personal data, including the right to information and, under certain circumstances, the right to deletion.

This section provides a brief explanation of how we use your personal data. You can find more information in the unabridged version of our data protection policy at:

<https://www2.chubb.com/de-en/data-protection/data-protection.aspx> which you should definitely read. You can also request a copy of our data protection policy at any time by emailing us at dataprotectionoffice.europe@chubb.com.

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