

Company Pension Scheme

# CORPORATE CLIENTS

Declaration of the person to be insured  
regarding an insurance policy with simplified risk assessment

## Allianz Pensionskasse AG

Chairman of the Supervisory Board of  
Allianz Pensionskasse AG: Dr. Heinke Conrads.  
Board of Directors: Martin Katheder, Ole Kiel-  
mann.

For VAT purposes: VAT ID. no. DE227364769;  
Financial and insurance services are VAT-ex-  
empt within the meaning of the  
German VAT Act / VAT System Directive

Head Office: Reinsburgstraße 19,  
70178 Stuttgart

Corporate Headquarters: Stuttgart, Registra-  
tion Court: Stuttgart, HRB 23568

## Allianz Life Insurance Joint Stock Company

Chairman of the Supervisory Board of  
Allianz Lebensversicherungs-Aktiengesellschaft: Dr. Klaus-Peter  
Röhler.

CEO: Katja de la Viña Directors;  
Dr. Heinke Conrads, Henriette Götze, Dr. Alf Neumann, Dr. Volker  
Priebe, Dr. Martin Riesner, Dr. Thomas Wiesemann.

For VAT purposes: VAT ID. no. DE811150678; for insurance pur-  
poses:

Insurance tax no.: 801/V90801011184

Insurance contributions are tax-exempt within the definition of  
the German VAT Act / VAT System Directive

Head Office: Reinsburgstraße 19,  
70178 Stuttgart

Corporate Headquarters: Stuttgart, Registration Court:  
Stuttgart, HRB 20231

**Our General Terms and Conditions for Insurance Contracts apply. Providing this information in English is a special service for you. All policy documents sent to you shall be in German. All communications on your policy relationship shall also be in German. Please note in particular that this document merely serves as reading support and is not intended to be submitted to us. Contractual language is German.**

“The instruction on the consequences of violation of the duty of disclosure in accordance with Section 19 (5) of the Insurance Contract Law”

#### What are the pre-contractual duties of disclosure?

Our insurance cover is provided on the trust that you have truthfully and fully answered all the questions asked in connection with the insurance contract.

We rely on the information you provide, in order to accurately assess the risk and to calculate a fair premium.

For this reason, you are required to provide true and complete information about all the risk-relevant facts of which you are aware, and about which we have asked you in writing. You are also obliged to disclose any risk-relevant information about which we ask you in writing after your contract declaration but before the acceptance of the contract.

This includes any facts you deem to be insignificant.

#### What are the consequences of breaching a precontractual duty of disclosure?

##### 1. Cancellation

If you breach a pre-contractual duty of disclosure, we may cancel the contract. This does not apply, if you can show that there is no intention or gross negligence on your part.

In the case of a grossly negligent breach of the duty of disclosure, we are not entitled to withdraw from the contract if we would have concluded it despite knowing the undisclosed facts, albeit with different conditions.

Insurance cover ceases in the event of cancellation.

If we declare withdrawal after the occurrence of the insured event, the payment obligation nonetheless applies if you demonstrate that the fact that was not disclosed or incorrectly disclosed was

- neither the cause for the occurrence or determination of the insured event
- nor for the determination or scope of our obligation to pay. However, our duty to effect payments will not apply if you have fraudulently breached the duty of disclosure.

In the event of withdrawal, we shall be entitled to the insurance premium up until such time as the declaration of withdrawal becomes effective.

In this case you are entitled to have the repurchase value paid out to you provided your insurance policy contains a provision of the pay-out of the repurchase value, and the criteria for such a pay-out are established at the time of withdrawal.

##### 2. Termination

If we are not permitted to withdraw from the contract because you have merely breached a pre-contractual disclosure duty innocently or through slight negligence, we may terminate the contract subject to a notice period of one month. In the case of a life insurance policy, the insurance contract is converted into a no-premium policy in the event of a termination, provided the designated agreed minimum insurance benefit has been achieved.

Our right of termination is precluded if the contract would have been concluded in spite of knowing about the undisclosed circumstances, albeit with different conditions.

##### 3. Contractual amendment

If we are not permitted to withdraw from or terminate the contract, because we concluded the contract despite knowing the undisclosed circumstances, albeit with different conditions, the other conditions shall become part of the contract if we so request.

If you have negligently violated the disclosure duty, the other conditions shall retroactively become part of the contract. This can result in a retroactive increase in the premium or a retroactive exclusion of the liability cover for the non-disclosed circumstance and, to this extent, a retroactive loss of the insurance cover. If you have innocently breached the duty of notification, the other conditions shall become part of the contract as of the current insurance period only.

If the amendment of the contract increases the premium by more than 10 %, or if we exclude liability cover for the undisclosed circumstance, you may terminate the contract without notice within one month of receipt of the notification of the amendment of the contract. We will tell you of this right in the information we provide to you.

##### 4. Exercising our rights

We must assert our right of withdrawal, termination or amendment of contract within one month and in writing.

The time limit starts from the time at which we become aware of the breach of the duty of disclosure, which substantiates the right we have asserted. In exercising these rights, we must state the circumstances upon which our declaration is based. We may subsequently provide other facts to substantiate our case, provided the time limit defined in the 1st sentence has not expired.

We shall be unable to invoke the rights of withdrawal, termination or amendment of contract, if we were aware of the undisclosed risk or the incorrect nature of the disclosure.

Our rights of withdrawal, termination or amendment of contract expire five years after conclusion of contract. This does not apply to insured events that occurred prior to the expiry of the time limit. The time limit shall amount to 10 years if you have intentionally or fraudulently breached the duty of disclosure.

We will waive our rights pursuant to Section 19 German Insurance Contracts Act (VVG) regarding the amendment and cancellation of the contract if the breach of the duty of disclosure has occurred without fault.

##### 5. Contestability

If you fraudulently deceive us, we may also contest the contract.

##### 6. Representation by another person

If you arrange to be represented by another person at the time of conclusion of contract, then both your knowledge and fraudulent conduct, and that of your representative, shall be taken into consideration in connection with the disclosure duty, as well as the withdrawal, termination, amendment of the contract, and the exclusion time limit for the exercise of the rights of the Insurer. You may only claim that the disclosure duty is not violated intentionally or through gross negligence, if neither you nor your representative acted intentionally or in a grossly negligent manner.

## Declaration of the person to be insured regarding an insurance policy with simplified risk assessment

### Group contract details

Name of employer: \_\_\_\_\_  
Contract number: \_\_\_\_\_

### Questions and details concerning circumstances material to the risk

#### Important notes

The content and scope of your insurance cover are based on your responses and information provided for the questions asked below. You are duty bound to answer questions about material risk-related circumstances to your best knowledge and belief.

You can submit your responses and information to the insurance broker, who will forward these to us. If there are any answers or information you do not want to disclose to your insurance broker, you must provide these to us in writing without delay.

Please note that you are jeopardising your insurance cover if you provide incorrect or incomplete information. A breach of the pre-contractual disclosure duty entitles us to contest the validity of your insurance contract, or to withdraw from, terminate or modify it. Detailed information on your duties of disclosure and the consequences of breaching your disclosure obligations can be found in the copy of the "Important information on the consequences of violation of the duty of disclosure in accordance with Section 19 (5) of the Insurance Contract Law" provided to you.

### Information about the person to be insured

First name/surname: \_\_\_\_\_  
Street/building no.: \_\_\_\_\_  
Postcode/place: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
occupational activity: \_\_\_\_\_

### Questions about your medical condition

Are you currently unable to work?  yes  no

Do you currently have, or, in the 24 months prior to the date of your signature, did you have at least one illness or injury due to which you have received or foreseeably will receive more than 6 weeks of medical or therapeutic treatment (alternative practitioners, psychologists, physio or psychotherapists)?  yes  no

*By treatment, we also mean post-care for cancerous and tumour diseases, and the taking of prescription medicines except contraceptives.*

Have you ever been registered as having reduced earnings capacity, an incapacity to work, a degree of disability, a degree of enduring damage/injury, a loss of earnings capacity, or a degree of prescribed nursing care, or have you applied for any of these statuses to be registered in the 24 months prior to the date of your signature?  yes  no

Treatments (including medical) for the following are not needed be reported:

- respiratory allergies (e.g. hay-fever) or asthma
- colds remedied without subsequent effects (e.g. sore throat, sinusitis, laryngitis or bronchitis, flu-like infection)
- infections of the stomach, intestines, and urinary tract remedied without subsequent effects
- food intolerances
- operations without complications and consequences, performed on the appendix, tonsils, or nasal septum
- mycoses (nail mycoses, athlete's foot)
- pregnancies, reproductive medicine procedures
- sports injuries remedied without subsequent effects
- Over-active/under-active thyroid
- medical check-ups (e.g. skin cancer screening, gynaecological check-up) with no pathological findings
- dental treatment

If you answered "yes" to at least one question, a health certificate (e.g. GV--0318Z0 in case of occupational disability insurance (BU) or GV---0334Z0 in case of personal protection insurance (KSP)) will be required.

Allianz is also entitled to demand a health certificate if a previous application for the arrangement of insurance with Allianz was rejected, deferred, accepted under non-standard terms and conditions for reasons of health, or if ever an application was submitted for incapacity to work or invalidity benefits.

Any option contained in the standard terms and conditions of insurance for an event-based increase of benefits does not apply to this insurance policy.

### Information on smoking

(the applicable statement should only be crossed for incapacity to work provision and term life insurance in group contracts with individual occupational classes, where the individual's smoking habits is necessary for the setting the tariff)

- I have been a non-smoker for at least ten year.  
*A person has been a non-smoker for at least 10 years if they have not actively smoked in the 10 years prior to making the application, nor do they intend to smoke in the future.*
- I have been a non-smoker for at least one year.  
*A person has been a non-smoker for at least 1 year if they have not actively smoked in the 12 months prior to making the application, nor do they intend to smoke in the future.*
- I am a smoker.  
*A smoker is someone who has actively smoked in the 12 months prior to making the application.*

Smoking means the consumption of tobacco lit with a flame, including the consumption of cigarettes, cigarillos, cigars or pipes. Smoking also includes the use of electric vaporisers and heaters such as e-cigarettes, e-cigars, e-pipes or tobacco heaters (heat-not-burn), the use of water-pipes (such as shisha pipes), as well as the consumption of snuff and oral tobacco (such as "Snus").

Important declaration concerning tobacco consumption issued by person to be insured

I am aware that incorrect information regarding the smoking habits of the person to be insured constitutes a breach of the disclosure duty, which can result in the loss of insurance cover.

The following applies to term life insurance gilt:

If the person to be insured changes their non-smoker status following the conclusion of the contract, I undertake to promptly report the increased risk to Allianz Lebensversicherungs-AG or Deutsche Lebensversicherungs-AG in writing, in order that the insurance policy can be adjusted to the appropriate smoker's tariff with the requisite premium. I am aware that my breach of this notification duty can result in a retroactive increase of premium or to a reduction of the contractually agreed guarantee capital. I am also aware that during the term of the contract the Insurer may also verify the non-smoker status of the person to be insured.

## Declarations and Notices on Data Processing:

### Consent to collection and use of medical data and release from the confidentiality obligation

The following declarations were prepared largely based on the agreements made between the German Insurance Association (GDV) and data protection authorities.

The provisions of the German Insurance Contract Act, of the EU General Data Protection Regulation that went into effect from 25 May 2018, of the German Data Protection Act, and of other data-protection legislation do not contain sufficient bases in law for the collection, processing and use of medical data by insurance companies. In order to have permission to collect and use your medical data for the policy, we, Allianz Lebensversicherungs-AG or Allianz Pensionskasse AG (hereinafter: the Insurer), depending on to which insurer you address your declaration, require your consents as defined in data protection law. Our employees are subject to the duty to uphold confidentiality pursuant to Section 203 of the German Criminal Code (the 'duty of confidentiality').

Therefore, we, the Insurer, in our capacity as a life insurance company, require you to release us from the obligation of secrecy in order to be able to pass on your medical data or other data protected by confidentiality, for example, the fact that a contract with you exists, your customer number or other identification data to other agencies, e.g. assistance, logistics, or IT service providers.

When evaluating risk, we also use automated processes for the appraisal of individual risks. This ensures a quick and cost-effective decision of whether to offer insurance cover and under what terms and conditions. We also need your permission to process your medical data within this process.

The following declarations and confidentiality releases are essential to enable us to examine your application and to establish, perform or end your insurance contract. The agreement cannot generally be concluded, if you fail to provide them.

If your data is processed and used on the basis of your express consent, you may withdraw that consent at any time with future effect. If your consent is needed to perform the contract, withdrawing it will mean that the service can no longer be provided.

These statements concern the handling of your medical data and other data protected by the confidentiality obligation

- that we perform ourselves (under 1.),
- in the transmission of data to agencies outside of the insurer (under 2.) and
- if no contract is established (under 3.).

The declarations also apply to co-insured persons legally represented by you, e.g. your children, insofar as they are unable to recognise the significance of this consent and are therefore unable to issue their own declarations.

1. collection, storage and use by the Insurer of the medical data provided by you

I agree that the Insurer may document, store and use the medical data provided by me in this declaration or in the future, insofar as this is necessary to review the application and to establish, perform or end the insurance contract. In addition, I agree that the medical data provided by me for the risk assessment, may be processed in an automated decision-making process on a case-by-case basis.

2. Forwarding of your medical data, and other data protected by the confidentiality obligation to entities outside of the Insurer

We make the following agencies contractually bound to fulfil the regulations concerning data protection and data security.

- 2.1. Transfer of tasks to other agencies (undertakings or individuals)

There are certain tasks that we sometimes may not perform ourselves, such as the risk assessment, the claims handling

process or providing customer support services over the telephone, which result in the collection, processing or use of your personal data. In these instances, we have delegated these tasks to other companies belonging to the Allianz Deutschland Group or to other entities outside the Allianz Deutschland Group. If this includes the communication of your data protected by a duty of non-disclosure, we will need you to release us, and the other agencies insofar as required, from the duty of non-disclosure.

We maintain a continuously updated list of the entities and categories of entities with which agreements are in place for the collection, processing or use, on our behalf, of sensitive information and medical data protected. The list sets out the tasks assigned to the individual agencies. The current list is available to view on our website at [www.allianz.de/dienstleister-leben/](http://www.allianz.de/dienstleister-leben/) or you can also request a copy from us: (Allianz Lebensversicherungs-AG or Allianz Pensionskasse AG, 10850 Berlin, Telephone 0800 4 100 104, [lebensversicherung@allianz.de](mailto:lebensversicherung@allianz.de)). We need your consent in order to communicate your medical data to the agencies contained in the list, and to enable these agencies to use this data.

I agree that the Insurer may communicate my data to the agencies contained in the aforementioned list, and that my medical data may be collected, processed and used at those points for the listed purposes, to the same extent as the Insurer is permitted to do so. Where necessary, I hereby release the employees of the Allianz Deutschland Group and of the other commissioned entities from their confidentiality obligation relative to the onward transmission of medical data, and other data protected by the confidentiality obligation.

#### 2.2 Transmission of data to reinsurers

In order to ensure the fulfilment of your claims, we can conclude contracts with reinsurers who will fully or partially take on the risk insured by us. In some cases, reinsurers avail themselves of further reinsurers to whom they also transmit your data. To enable the re-insurer to examine the risk or the claim, we may submit your insurance or claims application to the reinsurer, in particular if the amount insured is particularly high or the risk is difficult to assess. Furthermore, we use the re-insurer's expertise to support us in assessing the risk or the claim.

A re-insurer who has taken on a risk can verify whether we have correctly assessed the risk or the claim.

In addition, data relating to your contracts in effect and applications will be transmitted to reinsurers to the extent necessary, allowing them to examine whether and to what extent they will participate in the risk.

Data relating to your contracts in effect may also be transmitted to reinsurers for the purpose of premium and claims settlement. Reinsurers may also be provided with data about your existing insurance contracts for the purpose of settling accounts for premium payments or making pay-outs.

If possible, anonymised or pseudonymised data will be communicated for the aforementioned purposes, but personal medical data may also be used.

The re-insurers will only use your personal data for the aforementioned purposes. We will inform you about the communication of your medical data to re-insurers.

I agree that my medical data may – insofar as necessary – may be transmitted to reinsurers and used for the specified purposes there. To the extent necessary, I hereby release the persons acting on behalf of the Insurer from their obligation of secrecy concerning my medical data and other data protected by the duty of confidentiality.

2.3. Transmission of data to self-employed insurance agents  
As a rule, we do not disclose information concerning your health to independent insurance agents. Under the following circumstances, however, it cannot be ruled out that insurance agents will be able to draw conclusions about your health, or about information that relates to your contract and is subject to the protections of the confidentiality obligation.

If necessary for contractual consultative purposes, your designated agent may receive information regarding whether and, where relevant, under what conditions your contract can be accepted (e.g. involvement of experts, acceptance with risk surcharges, exclusions of certain risks or waiting times) your contract can be accepted.

The agent who mediated your contract will be informed that a contract has been concluded with you, and the content of that contract. At this point, they will also discover if risk surcharges or exclusions were agreed for certain risks.

In the event of a change from the agent assisting you to another agent, the contract data, together with information about existing risk surcharges and exclusions of certain risks may be forwarded to the new agent. In the event of a change from the agent assisting you to another agent, you will be notified before medical data are forwarded and advised of your right to object.

I hereby agree to the Insurer transmitting, to the extent necessary, my medical data and other sensitive contract data to self-employed insurance agents and the insurance agents collecting, storing and using them for advisory services.

### 3. Storage and use of your medical data if no contract is concluded

If no contract is established, we will store your medical data for collected in connection with the risk assessment in the event that you make another application for insurance cover. We will store your data for three full calendar years starting at the end of the year you made your application.

I agree that the insurer may – if no contract is established – store my medical data for a period of three years starting from the end of the calendar year in which the application is made, provided it is stored and used for the purposes set out above.

### Information on the use of your data

Insurance, pension and wealth creation are matters of trust. Therefore, we deem it vitally important to respect your privacy rights. This particularly applies to the way in which your personal data is handled.

The data processing controller is Allianz Lebensversicherungs-AG or Allianz Pensionskasse AG, depending on which company concludes the contract with you; you can contact each as follows: Allianz Lebensversicherungs-AG or Allianz Pensionskasse AG 10850 Berlin

Telephone: 08 00 4 10 01 04

email: [lebensversicherung@allianz.de](mailto:lebensversicherung@allianz.de)

The purposes and legal bases of the data processing  
The insurance agreement cannot be concluded or implemented without the processing of your personal data.

When you apply for insurance cover, we need the information provided by you and additional information from other sources, in order that we can assess the risk that we are to assume. When the insurance agreement is concluded, we process your data to conduct the contractual relationship, e. g. to verify the settlement of the claim. If no contract is established, we will store your data, including medical data, for three full calendar years in the event that you make another application for insurance cover. We need information regarding the claim, so that we can verify the occurrence and the extent of the insured event, for example, and to determine if subrogation rights can be exercised, where relevant. We also use the data to analyse and maintain the entire customer relationship, such as for consultation regarding a contractual amendment or for the provision of wide-ranging information. Furthermore, we also require your data in order to satisfy supervisory regulations, to control the business and to produce insurance-specific statistics, such as for the development and calculation of new tariffs and products.

We will process your data in accordance with the legal regulations of the EU General Data Protection Regulation, which comes into force on 25 May 2018, the German Insurance Contract Act (VVG), the German Federal Data Protection Act (BDSG), as well as all other applicable laws. In addition, our company has committed itself to the "Code of Conduct for Handling Personal Data by the German Insurance Industry", which sets out the legal requirements for the insurance industry. You can access this in the internet at [www.allianz.de/datenschutz](http://www.allianz.de/datenschutz).

Your data will be processed for the purpose of pre-contractual measures, and in order to perform your contract. Insofar as certain categories of personal data, such as a medical data, are required, we will generally need your consent, unless the legal criteria of a particular situation are fulfilled, such as the preparation of statistics. We will also process your data in order to satisfy our legitimate interests or those of others. This particularly includes:

- ensuring IT security and IT operations,
- preventing and investigation criminal offences, especially through performing data analyses to tackle abuses,
- conducting market and opinion surveys,
- to promote our own insurance products and other products of the companies of the Allianz Deutschland Group and their cooperation partners. In doing so, we consider aspects such as our product portfolio and your personal situation, in order to be able to provide you with suitable product recommendations, specifically tailored for you.

We also process your data to fulfil statutory obligations (e.g. regulatory requirements, commercial and tax storage and proof obligations or incumbent consultation obligations).

#### Categories of recipients of personal data

##### Agents:

The independent agent who brokers your contract knows the contents of the contract concluded and will determine if risk premiums or the exclusion of certain risks were also agreed here.

We also provide the data we need to provide assistance with your insurance contracts to the relevant agent who processes these data for consultation purposes.

Specialised companies within our corporate group, and external service providers:

Specialist companies within our corporate group are responsible for performing certain data processing tasks on behalf of the companies affiliated with the Group in jointly usable procedures. Data of applicants and policyholders can be processed by these group companies in centralised processes such as telephone calls, post and collection.

We also use external service providers to fulfil our contractual and statutory obligations.

You can view a list of our long-term contractors and service providers, as well as the companies within our group that take part in a centralised data processing system, on our website [www.allianz.de/dienstleister-leben/](http://www.allianz.de/dienstleister-leben/) (link in German) or request one from us.

##### Reinsurers:

Some risks we have assumed are additionally insured with specialist insurance companies (reinsurers). To this end, it may be necessary to send your contract and, where relevant, your claims information to a re-insurer, to enable it to form its own opinion of the risk or the insured event. You will be personally informed if a reinsurer is involved in your case.

In individual cases, it is also possible that, with its specialised knowledge, the reinsurer will assist our company with the examination of the risk or compensation payment.

##### Other recipients:

We may also transmit your data to other recipients, e. g. to public authorities for the purpose of fulfilling disclosure obligations.

##### Duration of data storage

In general, we will erase your data once it is no longer needed for the aforementioned purposes. We will store your data for the period during which claims may be made against our company (statutory retention period of three or up to thirty years). We will also store your data when we have a statutory duty to do so. These kinds of record-keeping and data retention obligations may be imposed by the German Commercial Code or the Fiscal Code, for example. The relevant retention periods range up to ten full years in these cases.

#### Rights as a data subject

You are entitled to contact the address above to request information about the data stored about you, and under certain circumstances demand the rectification or erasure of your data. You may also have a right to restrict the processing of your data as well as a right to the issuing of the data provided by you in a structured, current and machine-readable format.

#### Right of objection

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

You can contact our Data Protection Officer at the aforementioned address, by adding the suffix "To the Data Protection Officer".

You also have the right to raise an objection with a data supervisory authority. Our competent supervisory authority is: the State Commissioner for the Protection of Data and Freedom of Information for Baden-Württemberg in Stuttgart.

Sharing information with the Insurers named in your application  
In order to verify your information when concluding the insurance agreement or to check your information when a claim occurs and to be able to supplement this if required, to the extent necessary data can be exchanged with your insurer as named in the application.

#### Credit rating agencies

Insofar as necessary, we will only collect data with your express consent.

#### Data transfer to a third country

If, after 25.03.2018 we transfer data to service providers outside the European Economic Area (EEA), the transfer

only takes place if the third country has been confirmed by the EU Commission to have an appropriate level of data protection or if other appropriate data protection guarantees (e.g. binding company-internal data protection regulations or EU standard contractual clauses) are present. You can view online at [www.allianz.de/datenschutz](http://www.allianz.de/datenschutz) or request them from us.

#### Automated case-by-case decision-making

When evaluating risk, we also use automated processes for the appraisal of individual risks. On the basis of your details at the time of application, we then decide on an automated basis on which conditions insurance cover can be offered, such as, for example, the amount of the insurance premium to be paid by you.

The automated decision-making process is based on rules previously defined by the company regarding the verification and weighting of information.

The result of the risk assessment is adapted to the relevant product with the following assessment results:

- without difficulty or
- with risk supplement and/or
- with exclusion of benefit or
- not insurable or
- back-office verification.

Our decisions on acceptance are based on statistical data models and expert knowledge, which are continuously further developed, and which form the basis of our risk analysis system.

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Signatures (first name and surname, please.)

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Place/date

of the person to be insured/statutory representative

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Acknowledgement of receipt

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I have received a copy of The instruction on the consequences of violation of the duty of disclosure in accordance with Section 19 (5) of the Insurance Contract Law.

Place, date

the person to be insured/statutory representative