

Insurance terms and conditions for travel insurance

VB-RKS 2022 (CareMed-GV-Premium-D)

The scope of insurance cover is as provided for in the group insurance contract, any separate written agreements, these insurance terms and conditions and the provisions of law of the Federal Republic of Germany.

We are HanseMerkur Reiseversicherung AG based in Hamburg. The policyholder is the natural or legal person who has taken out the policy with us. That person is our contractual partner. A specific person is insured under the contract, who is the insured person. We refer to that person in these insurance terms and conditions as "you". These insurance terms and conditions apply to the policyholder and to the insured person.

The insurance terms and conditions consist of 5 sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

You can find general clarifications, including clarifications on the insurance cover and insurance contract and legal notes, in Section II.

Section III contains the exact wording of the types of benefits.

Section IV contains an excerpt from the German Insurance Contract Act (VVG).

Explanations about travel insurance can be found in Section V.

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Sections I and II apply for all insurance divisions. The individual insurance policies in Section III only apply if they are included in the insurance certificate. Section V applies to travel cancellation and emergency insurance.

Section I – Overview of benefits

Insured benefits of travel health insurance		
At the time of application, persons are insurable until reaching		65 Years
Maximum duration of insurance		2 Years
Deductibles per insured event, unless otherwise agreed You will find the deductible regulation under Section III RKV –Travel Health Insurance clause 1.		
		Benefit levels
2.1	Outpatient curative treatment	
2.1.1	Curative treatment	100 %
2.1.2	Psychotherapy maximum of 6 sessions	EUR 1,000
2.1.3	Rehabilitation measures	100 %
2.2	Inpatient curative treatment	
2.2.1	Ambulance service	100 %
2.2.2	Curative treatment	100 %
2.2.3	Rehabilitation measures	100 %
2.3	Dental treatments	
2.3.1	Pain-relieving dental treatment 100 % per insurance year up to	EUR 1,000
2.3.2	Repairs of existing dentures 50 % per insurance year up to	EUR 2,000
2.3.3	Accident-related dentures per insurance year up to	EUR 2,000
2.3.4	Dentures after a waiting period of 6 months	EUR 2,000

Insured benefits of travel health insurance

2.4	Medicines, dressings, remedies or aids	
2.4.1	Medications and dressing material	100 %
2.4.2	Remedies per insurance year	100 %
2.4.3	Accident-related aids	100 %
2.5	Pregnancy	
2.5.1	Treatment of pregnancy complications	100 %
2.5.2	Preventive examinations and delivery	100 %
2.6	Patient repatriation	100 %
2.7	Repatriation of mortal remains, burial	EUR 30,000

Insured benefits in travel cancellation insurance

Sum insured	The sums insured must correspond to the travel price.
Deductible	You will find the deductible regulation under section III RRV – Travel cancellation insurance clause 3.3.

Insured benefits for travel accident insurance

Maximum duration of insurance		2 Years
		Benefit levels
1.1	Disability benefit	EUR 40,000
1.2	Progression in case of complete disability	350 %
1.3	Death benefit	EUR 5,000
1.4	Search, rescue and recovery costs	EUR 2,500

Insured benefits in travel liability insurance

Maximum duration of insurance		2 Years
		Benefit levels
1.1	Amount of cover for claims for damages	EUR 2,500,000
1.2	Damage to rental property (deductible 20 % at least EUR 50 per insured event) including damage to mobile fixtures,	EUR 25,000
1.3	Damage in the household of the host family (deductible 20 % at least 50 EUR per insured event)	EUR 25,000
1.4	Deportation costs (deductible 10 % at least EUR 100 per insured event)	EUR 5,000
1.5	Loss of keys	EUR 250
1.6	Professional activities (deductible 10 % at least EUR 250 per insured event)	EUR 10,000

Insured benefits for emergency insurance

Maximum duration of insurance		2 Years
		Benefit levels
2.1	Search, rescue and recovery costs	EUR 5,000
2.2	Additional costs for a return transport	100 %
2.3	Hospital visit	100 %
2.4	Funeral costs or costs for the repatriation of mortal remains	100 %
2.5	Loss of travel means of payment (loan)	EUR 1,500

Insured benefits for travel emergency insurance

Maximum duration of insurance		2 Years
		Benefit levels
1.1	Emergency travel home	EUR 1,000
1.2	Hospital visit	100 %

Insured benefits for travel luggage insurance

Maximum duration of insurance		2 Years
		Benefit levels
Sum insured		EUR 2,000
Compensation limits		
For the items listed below, the compensation is limited to the following amounts per insured event:		
Valuables, as well as photo- and film cameras		50 %
Spectacles, contact lenses, hearing aids, musical instruments, IT equipment and electronic communication and entertainment devices, each with accessories – per item		EUR 250
Golf and diving equipment and bicycles, each with accessories		50 %
Wave boards and sailing surf equipment, each with accessories		50 %
Gifts and souvenirs purchased during the trip		EUR 300
Exceeding the delivery deadline – proven expenses for necessary replacement purchases		EUR 500

Section II – General provisions

1 Insurance cover

1.1 Who is covered by the insurance?

1.1.1 The policyholder is the natural or legal person who has taken out the policy with us. Insured persons are the persons named on the insurance confirmation for whom the premium was paid. These insurance terms and conditions apply to you as a policyholder or to you as an insured person.

1.1.2 You are an insured person

- as soon as you are included in the group insurance contract and are eligible for insurance.

Admission to the group contract is effected by the policyholder who notifies us in accordance with the contract and in due time. You are eligible for insurance,

- insofar as you are temporarily abroad,
- if you are a volunteer and work with wild animals under professional supervision.

In the sense of these insurance terms and conditions, “abroad” does not include the country where the insured person is resident at the time of application (home country).

1.1.3 Persons who

- do not meet the requirements of clause 1.1.2;
 - have exceeded the age limits for travel health insurance (see section I) at the time of application;
 - are subject to statutory health insurance and/or long-term care insurance in the Federal Republic of Germany;
 - are permanently in need of care, or if their participation in general life is permanently excluded
- are not eligible for insurance. The insurance contract is also not concluded by paying the premium.

Persons in need of care are those persons who largely require external assistance to complete everyday tasks.

For the classification of whether persons are permanently excluded from participation in general life, the mental state of

the person and the objective life circumstances of the person are taken into account, in particular.

2 When does the insurance cover start?

The insurance cover begins

- at the time specified in the insurance confirmation (start of insurance),
 - not before the conclusion of the insurance contract and
 - after timely payment of the premium
 - in the case of travel health insurance with the crossing of the border from the home country abroad, but at the earliest after the expiry of any waiting periods
 - in other insurance policies, with the beginning of the trip.
- A travel cancellation insurance policy must
- be taken out immediately when booking your trip, or
 - at least 30 days before departure.

For other insurance policies, the application for the conclusion of an insurance contract must be submitted for the entire duration of the stay abroad.

Please note the waiting periods for insurance policies not applied for before the start of the trip in accordance with clause 2.1.2

No benefits are provided for insurance cases that arose before the start of insurance cover or before the waiting period elapsed.

2.1 Waiting periods

2.1.1 Start of insurance cover

In the case of travel health insurance, the insurance cover does not start before the end of the waiting periods listed below. The waiting periods begin with the start of the insurance cover.

Persons who were previously insured under a travel health insurance policy of HanseMerkur will have the insurance period verifiably completed there without interruption counted towards the waiting periods. The prerequisite is that the follow-up contract is to begin immediately afterwards.

2.1.2 Waiting period due to late start of contract

If your application for insurance cover is only submitted after your departure, the waiting period is 31 days. A comparable pre-insurance policy that has been in place since departure and is fully verifiable until the start of the insurance is counted towards the waiting period.

2.1.3 Waiting period for childbirth

The waiting period for childbirth is 8 months.

2.1.4 Waiting period for dentures

The waiting period for non-accidental dentures is 6 months.

In the case of an acute and life-threatening illness or for accidents, the waiting period is eliminated.

2.2 When does the insurance cover end?

Your insurance coverage also ends for insurance claims that have not yet been completed

- upon termination of the insurance contract,
- after the agreed duration, or
- at the latest, however, with the termination of the insured stay
- with the death of the insured person
- when the requirements for your ability to be insured no longer apply.

The statutory provisions concerning the right to termination in exceptional cases remain unaffected by these agreements.

2.3 What happens if the stay is extended?

In the event of an extension of the stay, your insurance coverage cannot be extended. New insurance coverage can only be taken out through a new insurance be taken out. The application for the new insurance coverage must be submitted to us before the expiry of the original insurance be submitted. The new insurance cover will only come into effect if we expressly agree to this.

3 Scope of the insurance cover

3.1 The insurance cover exists for the contractually agreed geographical scope of the insured trip

3.2 If the insured event occurs in your home country, there is no insurance cover. For the purposes of these contractual provisions, the home country is the country in which you

- a) have a permanent residence, or
- b) are subject to social insurance contributions.

3.3 In the case of insurance contracts of at least one year's duration, insurance cover also exists in the event of a temporary return to your home country, in derogation of clause 4.2. Insurance cover is limited to six weeks for all stays in the home country per year of insurance. The insurance year is a period of twelve months calculated from the start of the insurance.

4 General notes for compensation payments and on applicable law

4.1 When do we pay compensation?

4.1.1 We will pay within two weeks. This is subject to the following conditions:

- that our duty to provide an insurance benefit is established on the basis and in the amount, and
- that the necessary evidence – which becomes our property – is available.

The time to the deadline is suspended if you are responsible for our being unable to check your claim.

4.1.2 We convert your costs in a foreign currency using the exchange rate to EUR on the day the records are received. The official exchange rate applies, unless you have purchased the foreign currency to pay the bills at a less favourable rate. We may subtract the following costs from your benefit:

- Costs for the transfer of benefits abroad or
- for special forms of transfer that you requested.

4.1.3 You may also have insurance cover with other insurers. This may, for example, be the statutory health insurance or another private insurer. If you consequently have claims against other insurers, these take priority.

You are not entitled to a greater total benefit than the costs actually incurred. If you have a claim to a benefit from several insurers, you can choose the insurer with which you file the claim.

If you file the claim with us first, we will reimburse you the costs insured under this tariff. After that, we will clarify with the other insurers whether they will contribute to the costs. We do not require the sharing of costs with private health insurance if this would disadvantage you, e.g. through loss of the premium refund.

You can read further information on this in clause 7.4.2.

4.2 Who can claim insurance benefits?

You are entitled to the insurance benefits. The provisions of Article 44 (2) of the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG; see section IV) do not apply.

If the policyholder makes an advance payment to you, the claim under the insurance contract is transferred to them.

If we have claims against the policyholder, we are not permitted to count these against your claim. The provisions of Article 35 VVG (see section IV) are waived.

4.3 Which legislation applies to the insurance policy?

In addition to these provisions, the Insurance Contract Act (VVG) and German law shall apply.

Note on data protection:

We store your personal data to fulfil our obligations under the contract. Further information on data protection and your rights in this regard can be found at www.hmr.de/datenschutz/information or feel free to request them from us.

4.4 Who can claim insurance benefits?

You are entitled to the insurance benefits. The provisions of Article 44 (2) of the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG; see section IV) do not apply. If the policyholder makes an advance payment to you, the claim under the insurance contract is transferred to them.

If we have claims against the policyholder, we are not permitted to count these against your claim. The provisions of Article 35 VVG (see section IV) are waived.

4.5 What is the applicable court of jurisdiction?

You can submit a complaint against us to the court responsible for the district where

- we have our head office or
- where you have your place of residence.

4.6 What form should a statement that you make to us be in?

Declarations of intent and notifications to us must be in writing (letter, fax, email, electronic data carrier, etc.). The language of the policy is German.

5 What do you have to consider if an insured event occurs (obligations)?

5.1 To whom can you direct the claim?

You can send your claims in any form to: HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, P.O. Box, 20352 Hamburg,

Email: CareMedClaims@hansemerkur.de.

You can also use our online form

<https://mein-hmr.de/service/schadenmeldung/>.

In emergencies, our 24-hour emergency assistance service is here to help you. You can reach it at any time from anywhere in the world.

5.2 When is it necessary to contact us immediately?

In the case of in-patient treatment, please contact our emergency service immediately with regard to any necessary diagnostic and therapeutic measures.

5.3 What information are you obligated to provide?

5.3.1 You must provide true and complete information concerning the claim. You must provide us with any information and suitable proof that we need to be able to determine

- whether an insured event has occurred; and
- to what extent we shall disburse insurance benefits.

You must complete our claim form in full and return it. If we consider it necessary, you are obliged to be examined by one of our doctors.

5.3.2 We need the following original evidence from you, which becomes our property:

- Prescriptions along with the treatment bill
- Invoices for medicines and medical aids together with the prescription.
- Official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.
- Other evidence and receipts requested by us that we need in order to check our duty to provide benefits. This applies only if obtaining this documentation can be reasonably expected of you.
- The receipts must
- stipulate the name of the person treated,
- specify the illness and
- the services provided by the professional providing treatment according to
- type,
- location and
- period of treatment.

If other insurance cover for curative treatment costs is available and if this is used first, then copies of invoices are sufficient as evidence. These must be annotated to show which items have been reimbursed.

5.4 What does your duty of disclosure to minimize damage comprise?

5.4.1 You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs.

5.4.2 Compensation claims against third parties shall be transferred to us as per the statutory regulation in Section 86 of the Insurance Contract Act (VVG) (see section IV), up to the amount of the benefit paid. We shall ensure that this does not disadvantage you. You are also obligated to assist, if necessary, in asserting the claim for compensation.

5.5 Consent to return transport

If you are fit to be transported, you must agree to return transport to the nearest suitable hospital in your home country, if we approve the return transport according to the type of illness and its need for treatment.

5.6 What are the legal consequences of breaches of duty (breach of obligations)?

If you fail to carry out one of the duties specified above, we will be released from liability either in full or in part. In this, we comply with the regulations of § 28 (2–4) of the Insurance Contract Act (VVG). These can be found in Section IV.

Note: Please see also the restrictions in insurance cover for the individual insurance policies in Section III.

6 General limitations of insurance cover

6.1 Insurance cover does not extend to damage caused by war, civil war, events similar to war, civil unrest, strikes, nuclear

energy, confiscation, removal or other interventions by authorities.

6.2 We are exempt from the obligation to pay if the insured event was foreseeable for you when the insurance was taken out.

6.3 We are exempt from the obligation to pay if you

- fraudulently try to deceive us about circumstances that are important for the reason or
- for the amount of the insurance benefit in question.

Note: Please see also the restrictions in insurance cover for the individual insurance policies in Section III.

Section III – “Description of benefits”

The following insurance policies are only valid if they are co-insured with the tariff you have concluded. Benefits that are insured by several insurance policies under these insurance terms and conditions can only be claimed from one insurance policy in the event of an insured event.

RKV – Travel Health Insurance (HA)

1 General rules for applying to insurance cover

We provide cover after deduction of the deductible in the event of an insured event. Your deductible is stated in the insurance confirmation.

1.1 What is an insured event?

Your medically necessary treatment due to illness or the consequences of an accident is considered to be an insured event. The insured event starts with the treatment. It ends once it is medically established that no further treatment is needed. The following are also considered insured events:

- a) pregnancy and childbirth, if the pregnancy started after the beginning of insurance cover.
- b) medically necessary treatments for complaints during pregnancy.
- c) Premature births until the completion of the 36th week of pregnancy.
- d) miscarriages.
- e) medically necessary abortions.
- f) death.

See clause 2 for details of what precise benefit we provide after an insured event. Please read clause 3 carefully as well. This regulates when we do not provide a benefit, even if an insured event has occurred.

1.2 Which doctors and hospitals can you choose between?

You can choose freely among the following legally recognised individuals and bodies authorised to give treatment:

- a) doctors,
- b) dentists,
- c) alternative practitioners,
- d) chiropractors,
- e) osteopaths and
- f) hospitals.

The precondition is that these

- a) charge fees based on the relevant official, applicable fee schedule – if available – or
- b) based on fees generally charged in the local area.
- c) The hospital in the country of destination must
- d) and
- e) be under continuous medical management and
- f) have sufficient diagnostic and therapeutic facilities and
- g) keep medical records.

1.3 Which methods do we cover if you need to be examined and treated?

We cover

- a) examinations,
- b) treatment,
- c) medication,

recognised by conventional medicine. We also cover other methods and medications,

- a) which have proved equally effective in practice or
- b) which are only available in the absence of conventional medicine.

These methods include e.g.

- a) homoeopathic treatment or
- b) anthroposophical medicine or
- c) herbal treatment.

In these cases, we can reduce the payments to the amount that is incurred with existing conventional medicine.

2 Insured benefits

If an insured event occurs, you will receive the following benefits, provided that they are insured at the tariff you have chosen and the insured event occurred after the start of the insurance cover and after the waiting periods have expired. An overview of this and the amount of our benefits can be found in Section I of these insurance terms and conditions. If no maximum limits are mentioned, we will reimburse the standard maximum rates according to Fee Schedule for Doctors (GOÄ) and Fee Schedule for Dentists (GOZ) for treatments in Germany and the usual local treatment costs outside Germany. If benefits for aids are foreseen in the plan selected, the following objects are considered to be aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prostheses, cradles and seat shells, lifts with disabled access, breathing monitoring equipment, infusion pumps, inhalation devices, oxygen monitors, baby monitors, orthopaedic back, arm and leg support apparatus, and speech devices.

2.1 What do we pay if you are treated as an out-patient?

We reimburse the costs of

- 2.1.1 healing treatment
- 2.1.2 psychoanalytic or psychotherapeutic treatments
- 2.1.3 medically necessary rehabilitation measures.

2.2 What do we pay if you are treated as an in-patient?

We reimburse the costs of

- 2.2.1 transport
 - a) to the nearest suitable hospital that can be reached and
 - b) return to the accommodation.
- We will also reimburse the cost of transportation to the emergency room of the hospital if there is no inpatient admission.
- 2.2.2 the healing treatment includes accommodation, food and care in the hospital
- 2.2.3 medically necessary rehabilitation measures.

2.3 What do we pay if you have dental treatment?

We reimburse the costs of

- 2.3.1 pain-relieving conservative dental treatments including dental fillings,
- 2.3.2 measures to restore the function of existing dentures (repairs),
- 2.3.3 accident-related dentures,
- 2.3.4 Dentures after a waiting period of 6 months.

2.4 What do we pay for medications, dressings, therapeutic products and medical aids?

If these are prescribed by a practitioner listed under clause 1.2, we provide for medically necessary

- 2.4.1 medications and dressing material. You need to obtain medications from the pharmacy. Medication does not include the following, even if prescribed:
 - a) nutritional products and tonics or
 - b) cosmetic preparations.
- 2.4.2 therapeutic products. This means
 - a) Radiation therapy, light therapy and other physical treatments
 - b) Massages, medical wraps and inhalation
- 2.4.3 Medical aids in a simple design, which are necessary for the first time solely as a result of an accident and serve the direct treatment of the consequences of the accident.

2.5 What do we pay in the event of pregnancy?

- 2.5.1 We reimburse the costs
 - a) of a pregnancy treatment,
 - b) in the case of miscarriage.
 - c) for a medically necessary termination of pregnancy
 - d) For delivery before the end of the 36th week of pregnancy.which are medically necessary due to acute complaints or pregnancy complications and whose need for treatment was not yet determined at the beginning of the insurance contract.
- 2.5.2 If the pregnancy did not exist at the beginning of the insurance contract, we will refund
 - a) the cost of prenatal care
 - b) deliveries after the end of the waiting period.

The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

2.6 What do we pay in the event of transport home?

We will reimburse the additional costs for a return transport from abroad to your home country, provided that the return transport is medically prescribed, medically reasonable and justifiable.

2.7 What do we pay if the insured person dies?

We will reimburse the necessary additional costs incurred in the event of the death of an insured person due to the transfer of the deceased to the home country, or cover the costs for a funeral in the country of residence.

2.8 Residual liability

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance cover because the insured person is demonstrably unable to return home, we are required under these insurance terms and conditions to continue to provide cover until such time as the person is able to travel again, for a maximum duration of 3 months.

3 What do we not cover or only provide restricted cover for?

3.1 In which cases can we reduce the payments to an appropriate amount?

We can reduce the payments to an appropriate amount if

- a) the medical treatment exceeds the medically necessary level or
- b) the expenses for medical treatment exceed those generally charged in the local area.

If you do not use conventional medicine, we can reduce our payments to the amount that would have been incurred by the

use of available conventional methods or medications (for more information, see clause 1.3).

3.2 In which cases do we not provide cover?

In the following cases we do not provide benefit, even if an insured event has occurred:

3.2.1 for treatments; and

- a) that were the sole reason or
- b) one of the reasons
- c) for making the trip.

3.2.2 for treatments; and

- a) whose necessity was evident before departure and
- b) were due to an illness that had already been medically diagnosed when the trip started.

Exception:

If you are undertaking the trip due to the death of your spouse or a relative of the first degree.

3.2.3 for the diseases and complaints existing in a group contract and known to the insured person at the time of conclusion of the contract or upon admission as an insured person in a group contract and their foreseeable consequences, as well as the foreseeable consequences for the insured person of such diseases and accidents that have been treated in the last six months before the conclusion of the contract.

This does not apply to treatment aimed at eliminating life-threatening conditions that have arisen acutely during the trip abroad. Life-threatening health conditions are considered to be life-threatening, which, according to general life experience (e.g. heart attack) or on the basis of a finding of a third doctor who is not directly treating the condition (e.g. a medical officer of the responsible insurer), can lead to the death of the afflicted person in a direct temporal connection;

3.2.4 for treatment of tuberculosis, diabetes, tumours or dialysis treatment, if the illness or need for treatment already existed when the insurance began;

3.2.5 for treatments and examinations relating to pregnancy, if this already existed at the beginning of the insurance cover, unless the insured tariff provides otherwise;

3.2.6 for illnesses, including their consequences, or consequences of accidents, which were caused by foreseeable acts of war or active participation in violence during civil unrest. Acts of war and internal civil unrest are considered to be foreseeable if the German Foreign Ministry issues a travel warning for the country in question before the start of the journey.

3.2.7 For cures and treatments in sanatoriums and rehabilitation centres.

Exception:

These treatments are made following in-patient treatment due to

- a) a severe stroke,
 - b) a serious myocardial infarction or
 - c) a serious illness of the skeleton (disc operation, hip replacement)
 - d) and they serve to reduce the length of stay in the hospital.
- In these cases, you have insurance cover, if
- e) you inform us of the planned stay before the treatment and
 - f) we have agreed to the treatments in writing.

3.2.8 for addiction treatment, including withdrawal treatments.

3.2.9 for outpatient treatment in a spa or health resort.

Exception:

- a) If the treatment is necessary because of an accident occurring at the site.
- b) You were only visiting the spa or health resort briefly and were not staying for the purposes of treatment when you fell ill.

3.2.10 for treatments by

- a) spouses,
- b) parents,
- c) children,

d) persons with whom you are living in your own home or a home being visited.

We will also pay for documented material costs in these cases.

3.2.11 for treatments or accommodation due to

- a) infirmity,
- b) need for care or
- c) dependency.

3.2.12 for vaccinations or screening examinations.

Exception:

These are the preventive examinations for pregnancies listed under clause 2.5.2.

3.2.13 for treatments for disorders and damage to the reproductive organs, incl. sterility, artificial insemination and associated preventive examinations and follow-up treatments

3.2.14 for

- a) pivot teeth,
- b) inlays,
- c) crowns,
- d) orthodontic treatments,
- e) prophylactic services,
- f) dental splints and braces,
- g) function analytical and function therapeutic treatments and
- h) implant treatment.

3.2.15 for organ donations and consequences

3.2.16 If the insured person is entitled to benefits from statutory accident or pension insurance, to statutory healthcare or to care following an accident, we may deduct the statutory benefits from the insurance benefits.

4 What requirements (obligations) must you comply with if an insured event takes place?

4.1 Obligation to make immediate contact

Please contact our emergency assistance hotline without delay

- a) in the case of in-patient treatment in a hospital.
- b) before extensive diagnostic and therapeutic measures are commenced.
- c) in the case of a medically sensible return transport

In all other cases, it is sufficient to contact us after your return.

4.2 Obligation to provide information

You must complete our claim form in full and return it. If we consider it necessary, you are obliged to allow an examination by a doctor appointed by us. We need the following evidence from you, which becomes our property:

4.2.1 original receipts

- a) with the name of the person treated,
- b) the identification of the illness and
- c) the treatment provided by
- d) type,
- e) location and
- f) duration of the treatment.

If other insurance cover for treatment costs is available and if this is used first, then copies of invoices are sufficient as evidence. These must be annotated to show which items have been reimbursed.

4.2.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.

4.2.3 Official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.

4.2.4 Other evidence and receipts that we need in order to check our duty to provide benefits. This applies only if obtaining this documentation can be reasonably expected of you.

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

RRV – Travel Cancellation Insurance (TC)

1 Which benefits are insured?

The sum insured must reflect the price of the trip. If you take out a lower sum insured, the amount of compensation will be reduced in the ratio of the sum insured to the travel price (underinsurance). In the event of an insured event, we will pay the contractually owed cancellation costs up to the amount of the sum insured. This also includes any brokerage fee up to EUR 100.00 per person or rented property.

2 What qualifies as an insured event?

An event is covered by the insurance if the insured event occurs after the start of insurance cover. The insured event affects you or a risk person and

- a) as a consequence, you do not make the trip.
- b) as a consequence, you do not start the trip on time.
- c) as a consequence, you rebook the trip.

We cover as risk persons:

- a) Persons who have booked a trip jointly with you. This does not apply if more than 5 persons or, for family tariffs, more than 2 families book a trip together.
- b) Relatives are considered to be:
 - Spouse, life partner, life companion
 - Grandparents and grandchildren
 - Parents, adoptive parents, step-parents, foster parents
 - Siblings
 - Children, step-children, foster children, adoptive children
 - Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
 - Aunts, uncles, cousins, nephews and nieces
 - People who live with you in the same household.
- c) individuals who are looking after minors who are not travelling with you or your dependent relatives

There is an insured event

- 2.1 in the event of an unexpected serious illness. Please note our explanations in Part V.
- 2.2 in the event of death.
- 2.3 in the event of severe injury due to accident.
- 2.4 in the event of pregnancy or complications during pregnancy.
- 2.5 if you react adversely to a vaccination or cannot tolerate a vaccination.
- 2.6 if a prosthesis is broken.
- 2.7 in the event of an unexpected termination of the employment contract by the employer for operational reasons.
- 2.8 if after being previously unemployed you take up employment within the scope of national insurance of at least one year. Insurance is also provided for work with additional expenses compensation (one-euro jobs).
- 2.9 in the event of a change in employer. This applies
 - a) if the insured trip falls within the probationary period.
 - b) if the insured trip falls within the first six months into the new job.
 - c) if the insurance was taken out before you became aware of the change.
- 2.10 in the case of an examination which you have sat
 - d) in a school,
 - e) at a university,
 - f) at a technical high school,
 - g) at a college

- h) that you do not pass and do not wish to repeat. This applies if the repeat examination
- i) occurs during the insured travel period or
- j) occurs up to 14 days after the trip.

- 2.11 in the event of failure to advance to the next grade or to be admitted to an exam, if it is a school class trip or a high school stay abroad.
- 2.12 in the event of substantial damage of at least EUR 2,500 to your property due to
 - a) fire,
 - b) burst water pipes,
 - c) natural events or
 - d) criminal acts by third parties (e.g. burglary).

3 What insurance cover limitations should you bear in mind?

3.1 Psychological reactions

We do not pay benefits for illnesses arising from a psychological reaction to the following events:

- a) terrorist attacks,
- b) aircraft or bus accidents,
- c) the fear of civil unrest,
- d) acts of war,
- e) natural events,
- f) illnesses or epidemics.

3.2 Loosening or loss of prostheses of all kinds

3.3 When do I have to pay a deductible?

Unless we have agreed otherwise with you in the insurance confirmation,

a) the deductible applies if

- the insured event arises due to unexpected serious illness and
- the unexpected serious illness was treated on an out-patient basis.

b) the deductible amounts to

- 20 % of the recoverable loss
- a minimum of EUR 25.00 per insured person or insured rental property

4 What requirements (obligations) must you comply with in the event of a claim?

4.1 Immediate cancellation

Has an insured event occurred? To keep costs as low as possible, you must cancel the trip immediately at the place it was booked.

4.2 Proof of level of damage

You must submit to us the original of all receipts showing the level of damage, e.g. the invoice for cancellation costs.

4.3 Proof of insured events

To prove an insured event, please send us all the original documentation. Medical certificates must include the diagnosis and the details of treatment. If we consider it necessary, you must

- a) release the person responsible for treatment from the duty of confidentiality.
- b) allow an examination by a doctor appointed by us.

4.4 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

UV – Travel Accident Insurance (I)

1 What benefits are included in your travel accident insurance? What deadlines and other pre-conditions apply to the individual types of benefit?

1.1 Disability benefit

Disability is defined as damage due to an accident which affects

- a) physical or
- b) mental ability

permanently. Impairment is considered permanent if it is expected to last longer than 3 years and no change in this condition is expected.

If you suffer disability due to an accident, we will pay the disability benefit up to the level of the agreed sums insured.

- 1.1.1 The disability must occur within 15 months of the accident and be confirmed in writing by a doctor.
- 1.1.2 You must notify us of the disability claim within 6 months of the disability being identified. If you miss this deadline, any right to disability benefit lapses.
- 1.1.3 Should you die as a result of the accident within 1 year of the accident, no entitlement to disability benefit shall exist. In this case, we will pay a death benefit (clause 1.3), if this has been agreed.
- 1.1.4 You will receive the disability benefit as a one-time payment. The bases for the calculation of the benefit are the agreed sums insured and the level of disability caused by the accident.
- 1.1.5 The level of disability is based on the disability rating below, if the body parts or sensory organs are referred to there, and otherwise on the extent to which the normal physical or mental capacity has been permanently reduced (clause 1.1.6). The determining factor is the accident-related state of health observable no later than the end of the third year after the accident.

In the event of loss or complete loss of function of the following body parts or sensory organs, only the following disability levels apply.

Disability level:

An arm at the shoulder	70 %
Arm above the elbow	65 %
Arm below the elbow	60 %
Hand at the wrist	55 %
Thumb	20 %
Index finger	10 %
Any other finger	5 %
Leg above the centre of the thigh	70 %
Leg up to the centre of the thigh	60 %
Leg up to below the knee	50 %
Leg up to the centre of the lower leg	45 %
Foot at the ankle	40 %
Big toe	5 %
Any other toe	2 %
Eye	50 %
Hearing in one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

In the event of partial loss or partial loss of functionality, the corresponding part of the disability level shown applies.

- 1.1.6 For other body parts or sensory organs, the disability level depends on the extent to which the normal physical or mental capacity has been permanently reduced. The benchmark for comparison is an average person of the same age and gender. The assessment is made exclusively from a medical viewpoint.
- 1.1.7 There is a pre-disability if body parts or sensory organs had already been permanently impaired before the accident. This is assessed according to clauses 1.1.5 and 1.1.6. The disability level is reduced by this pre-disability.

- 1.1.8 Disability level when several body parts or sensory organs are impaired

Several body parts or sensory organs may be impaired as the result of an accident. In that case, the disability levels which were calculated according to the above provisions are combined. However, this cannot total more than 100 %.

- 1.1.9 If you die before the disability is assessed, we will pay a disability benefit if the death does not occur due to an accident within the 1st year after the accident (clause 1.1.3) and the other requirements for the disability benefit according to clause 1.1 are met.

We pay according to the disability level which would have been expected on the basis of the medical findings.

- 1.1.10 There may be changes in the state of health after the assessment of the disability level. You and we are entitled to have the degree of disability re-assessed by a doctor on an annual basis. This right is open to you and to us for 3 years at most after the accident. If we wish to make new assessment, we will inform you of this together with the statement on our benefit commitment. If you wish to make a new assessment, you must inform us of this within 3 years after the accident.

Should the final assessment reveal a higher degree of disability than has already been honoured by us, the additional amount shall bear annual interest of 4 %.

1.2 Accident insurance with progressive disability scale (350 % progression)

If you have agreed with us an accident insurance policy with a progressive disability scale, we will supplement the degree of disability determined in accordance with clause 1.1 as follows:

- 1.2.1 For every percentage point that exceeds the accident-related disability level of 25 %, we pay an additional 2 % from the sum insured.
- 1.2.2 For every percentage point that exceeds the accident-related disability level of 50 %, we pay an additional 2 % from the sum insured.

The additional benefit is limited to a maximum of EUR 150,000.00 for each insured person. If further HanseMerkur Reiseversicherung AG accident insurance policies apply to the insured person, the maximum amount applies to all of the insurance contracts together.

In detail, this supplement affects the amount of disability benefit as follows:

Accident-related degree of disability	Amount of the disability benefit	Accident-related degree of disability	Amount of the disability benefit
%	%	%	%
25	25	63	165
26	28	64	170
27	31	65	175
28	34	66	180
29	37	67	185
30	40	68	190
31	43	69	195
32	46	70	200
33	49	71	205
34	52	72	210
35	55	73	215
36	58	74	220
37	61	75	225
38	64	76	230
39	67	77	235
40	70	78	240
41	73	79	245
42	76	80	250
43	79	81	255
44	82	82	260
45	85	83	265
46	88	84	270
47	91	85	275
48	94	86	280
49	97	87	285
50	100	88	290
51	105	89	295
52	110	90	300
53	115	91	305
54	120	92	310
55	125	93	315
56	130	94	320
57	135	95	325
58	140	96	330
59	145	97	335
60	150	98	340
61	155	99	345
62	160	100	350

1.3 Death benefit

If death occurs within 1 year of the accident, we will pay the death benefit at the level of the agreed sum insured:

1.4 Costs for search, recovery or rescue efforts

You have incurred costs after an accident for

- a) search, rescue or rescue operations by rescue services organised under public or private law.
- b) the medically ordered transport of the injured person to the hospital or to the special clinic.
- c) the transfer to the last permanent place of residence.

We will reimburse costs for which you can provide evidence in total up to the level of the agreed sum insured, if the costs

- a) are not assumed by third parties or
- b) by other insurance policies.

Insurance cover also exists if an accident was imminent or was to be suspected according to the specific circumstances.

2 What qualifies as an insured event (accident)?

2.1 The concept of an accident

An accident has occurred if you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body.

2.2 Extended accident concept

It is also considered an accident if due to increased exertion a joint is dislocated from limbs or the spinal column, or if

muscles, tendons, ligaments, capsules on extremities or the spinal column are strained or ruptured.

The meniscus and discs are neither muscles, tendons, ligaments or capsules. They are therefore not covered by this section.

Increased exertion is a movement which extends the use of muscles beyond the normal activities of daily life. The determining factor for assessing the use of muscles is your individual physical condition.

3 What insurance cover limitations should you bear in mind?

3.1 Accidents excluded from cover

There is no insurance cover for the following accidents:

- 3.1.1 Accidents caused by impairment of consciousness or by strokes, epileptic fits or other seizures that affect the entire body. An impairment of consciousness is deemed to exist if your capacity to absorb and react is so impaired that you are no longer able to meet the requirements of the specific hazardous situation. Reasons for the impairment of consciousness may be:

- a) a health impairment,
- b) consumption of medicines,
- c) consumption of alcohol,
- d) consumption of drugs or other substances that impair consciousness.

Exception:

If the impairment of consciousness or the seizure was caused by an accident under clause 2.1 to which insurance cover under this contract applies. In these cases, the exclusion does not apply.

- 3.1.2 Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.

- 3.1.3 Accidents

- a) as the pilot of an aircraft or sporting airborne device, if one is required to have a certificate for same under German law.
- b) as any other member of the crew of an aircraft.
- c) during work activities which need to be carried out using an aircraft.

- 3.1.4 Accidents arising from participation in a motor vehicle race.

A participant is any driver, co-driver or passenger in the motor vehicle. Races are such racing events or thereby associated practice runs where the objective is the achievement of the highest speeds possible.

- 3.1.5 Health impairments due to radiation.

- 3.1.6 Infections.

Exception:

If you are infected

- a) with rabies or tetanus,
- b) or with other pathogens that have entered the body through not merely minor accident wounds. Accident wounds are minor if without the infection and its consequences, they would need no medical treatment.
- c) by means of such remedial measures or interventions for which insurance cover exists in exceptional cases (clause 3.1.11).

In these cases, the exclusion does not apply.

- 3.1.7 Poisoning as a result of ingesting solid or liquid substances through the gullet (entry of the oesophagus).

- 3.1.8 Abdominal or inguinal hernias.

Exception:

If they arose through a violent external effect and the effect is covered by this policy. In this case, the exclusion does not apply.

- 3.1.9 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with clause 2.

- 3.1.10 Health disturbances due to psychological reactions, even if these were caused by an accident.
- 3.1.11 Health impairments due to treatment measures or interventions in the body of the insured person, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with clause 2. Treatment measures or interventions include radiation for diagnostic and therapeutic purposes.

3.2 Contributory effect

If illnesses or infirmities contribute to impaired health caused by an accident or the consequences thereof, the benefits shall be reduced by an amount proportionate to the illness or infirmity, if this proportion is at least 25 %.

If illnesses or infirmities have contributed to damage to health caused by an accident event or its consequences, any entitlement to benefits is waived if this proportion is more than 50 % or this event is explicitly excluded under clause 3.1.

4 What does the insured person have to do after an accident (obligations)?

The deadlines and other preconditions that apply to the individual types of benefit are set out in clause 1. Following an accident you must observe the following rules of behaviour (obligations).

- 4.1 After an accident that is expected to lead to a benefit, you must call a doctor promptly, follow his or her instructions and inform us.
- 4.2 We will instruct doctors, if this is necessary to check your entitlement to benefit. You must allow these doctors to examine you. We cover the necessary costs and loss of income arising from the examination.
- 4.3 In order to check the entitlement to benefit we may need information from doctors who treated you before or after the accident as well as from other insurers, insurance providers and authorities.
- You must make it possible for us to receive the required information. For this purpose, you may authorise the doctors and authorities mentioned to give us the information directly. Otherwise, you can obtain the information yourself and make it available to us.
- We will assume the doctor's fees that you incur in obtaining justification of the claim for benefit, up to 1 % of the insured amount. Up to 1 % of the respective insured amount can be used to cover costs for cosmetic operations and for search, recovery and rescue efforts.
- We do not assume other costs.
- 4.4 If the accident leads to your death, a report thereof must be submitted to us within 48 hours. If it is necessary to check the eligibility for benefit, we have the right to arrange a post-mortem examination to be carried out by a doctor appointed by us.

4.2 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

HAFT – Travel Liability Insurance (HAFT)

1 What benefits are covered under your travel liability insurance?

1.1 Testing the claims made against you

You have insurance cover during the trip for insured consequences of liability risks.

We will check whether an insured event has occurred and whether you are obliged to pay compensation on the basis of the legal provisions.

- 1.1.1 If the check shows that the claims against you are unjustified, we will dispute them. This includes discussions with claimants and lawyers and any court clarification.

- 1.1.2 If your obligation to pay compensation is verified and there is an insured event, we will pay the justified claim up to the level of the agreed sum insured (amount covered). A justified claim results from

- a) a declaration of acknowledgement issued or approved by us,
- b) a settlement concluded or approved by us or
- c) a court order.

- 1.1.3 If there is a legal dispute for an insured event, we will conduct it in your name and assume any costs that arise from it. The costs will not be charged against the sum insured (amount covered).

If the justified compensation claims exceed the sum insured (amount covered), we will only cover the costs in the proportion of the sum insured to the total amount of the claims. In such cases, we shall be entitled – by paying the sum insured (amount covered) and our proportion of the costs incurred so far corresponding to the sum insured (amount covered) – to release ourselves from payment of further benefits.

- 1.1.4 If you are required to pay an annuity due to an insured event

- a) and are legally required to provide security or
- b) you are granted the option to avoid enforcement of a court judgement by providing a surety or escrow,

we undertake to provide the surety or escrow on your behalf.

1.2 Extension to rental material damage

The exclusion in accordance with clause 3.1.3 is not valid for damage to rental property.

Rental material damage arises if you cause damage to rented property. The insurance cover also applies to rooms which may be used by you in connection with the stay (e.g. dining rooms or shared bathrooms). Damage to mobile furnishings is only insured if this is expressly agreed in Section I.

Damage to

- a) heating, machine, boiler and water heating systems
- b) electrical and gas appliances

as well as damage caused by wear and tear, wear and excessive use are not insured.

1.3 Damage to the household of the host family

Deviating from clause 1.2 and clause 3.1.7, liability claims against you for damages apply

- a) to moving objects (e.g. pictures, furniture, TV sets, dishes, carpets),
- b) rooms in the host family's household, the use of which is planned and permitted in connection with the accommodation,

as classified as insured.

The household of the host family includes the house or home where the host family is resident (main, second and holiday homes), including the associated land and additional buildings or adjoining rooms located on it.

The total payment for all damages to mobile objects and room of the host family within one insurance year or any agreed shorter insurance period is limited to double the amount stated in Section I. An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

1.4 Deportation costs

Insurance cover exists if you are deported by the authorities in the Federal Republic of Germany to your home country. The insurance cover for the deportation costs only exists if the deportation is

- a) within the insured period and the period of the contract with the host family, and
- b) within the period specified in the residence permit or visa for the stay

as ordered by the authorities.

If the insured event occurs, HanseMerkur insures against the additional costs (deportation costs) which can be shown to have been incurred by the policyholder (host family) in accordance with Sections 765, 773 of the German Civil Code (BGB) in conjunction with Sections 82 (2), 83 and 84 of the Aliens Law.

1.5 Loss of keys

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims due to the costs

- a) for the necessary replacement of locks and locking systems
- b) for temporary security measures (emergency lock)
- c) property protection for up to 14 days, calculated from the time when the loss of the key was detected.

The maximum payment for each insured event under Section I applies to all claims within one insurance year – or any agreed shorter insurance period. An insurance year is considered to be a period of 12 months calculated from the start of insurance.

Hereby excluded are liability claims

- a) for consequential damages of a key loss (e.g. due to burglary)
- b) from the loss of safe and furniture keys
- c) from the loss of other keys for movable things.

1.6 Professional activities

Insurance cover exists within the framework of

- a) the practice of a profession,
- b) as a volunteer in a social or environmental service,
- c) as an intern or
- d) as a Work & Travel participant.

Only liability claims due to activities that you are allowed to carry out as a result of your level of training are considered insured. This insurance cover only applies, however, if claims are made against you and there is no other insurance cover.

2 What qualifies as an insured event?

- 2.1 An insured event exists if you, as a private person, are obliged to pay damages to others due to dangers of everyday life due to statutory liability provisions under private law applicable at the place of damage.
- 2.2 You are insured for events caused by you which directly lead to the death, injury or impaired health of persons (personal damage) or damage to or destruction of objects (material damage).
- 2.3 Several events are considered as one insured event if they can be traced back to the same cause.

3 What insurance cover limitations should you bear in mind?

3.1 Liability risks not insured

- 3.1.1 to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements, or claims under riot damage laws.
- 3.1.2 resulting from your participation in
 - a) horse, cycling or motor vehicle races,
 - b) boxing and wrestling matches,
 - c) combat sports of any kind, including preparation (training) for these.
- 3.1.3 damage to third-party items that you have rented, leased, borrowed or obtained through unlawful interference or that are subject to a specific custody agreement.
- 3.1.4 unless expressly insured, from the rental, lending or other use of things to third parties.

- 3.1.5 damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.

- 3.1.6 events involving relatives living in your household. Relatives are considered to be

- a) your spouse or
- b) partner in a marriage-like partnership or
- c) children or
- d) parents, adoptive parents, step-parents or
- e) siblings or
- f) grandparents or
- g) grandchildren or
- h) parents-in-law, sons-/daughters-in-law or brothers/sisters-in-law.

- 3.1.7 claims between several persons who have booked a trip together and are taking this trip together, unless they are explicitly included in the insurance.

- 3.1.8 claims arising from your having caused an illness to others.

- 3.1.9 from the use of

- a) a motor vehicle (e.g. a passenger vehicle, motorcycle or lorry),
- b) an aircraft or
- c) a marine vessel.

In this context it is irrelevant whether you are the owner, holder, keeper or driver of the vehicle.

- 3.1.10 from owning, keeping or caring for animals or from hunting.

- 3.1.11 unless expressly insured, from the exercise of a profession, service, office (including voluntary work) or an activity in associations of all kinds.

- 3.1.12 damage as a result of using weapons of any kind.

- 3.1.13 financial losses which arise.

3.2 Limitation of benefits

- 3.2.1 The compensation is limited to the agreed insurance amounts for each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation under the same insurance contract.

- 3.2.2 Compensation for all insured events within the insured period shall be limited to twice the agreed sum insured. Several events are considered as one insured event if they can be traced back to the same cause.

- 3.2.3 If you are required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured (amount covered) or exceeds the amount of the sum insured remaining following deduction of any benefits arising from the insured event, the annuity to be paid shall only be reimbursed by us in an amount corresponding to the proportion of the insured sum (amount covered) or its residual amount to the capital value of the annuity.

For the calculation of the annuity value, the corresponding provision of the German Ordinance on Insurance cover in motor third-party liability insurance applies in the version valid at the time of the insured event. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured (amount covered) or the remaining sum insured (remaining amount covered) following deduction of other benefits, the other benefits shall be offset in full against the sum insured (amount covered).

- 3.2.4 Should the settlement of a liability claim as requested by us by means of acknowledgement, satisfaction or settlement fail due to your conduct, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.

- 3.2.5 If you acknowledge responsibility without our agreement, it is only binding if the claim would have been valid without the acknowledgement. This also applies to settlements that you reach without our agreement.

4 What should I do in the case of a claim (obligations)?

4.1 Immediate notification of the incident

If a claim for compensation for damages is made against you, please notify us immediately.

4.2 Immediate notification in the event of a legal dispute

If investigation proceedings have been initiated or a penalty order or order for payment has been issued, you must inform us immediately. This also applies even if you have already reported the insured event itself.

If a claim is asserted against you in court or by means of an order for payment, if legal aid is applied for if or a legal notice is served on you, you must also inform HanseMerkur immediately.

The same applies in the event of arrest, interim injunction or proceedings for the securing of evidence.

4.3 Handover of proceedings

In the event of legal proceedings concerning the liability claim, you must hand over conduct of such proceedings to us, grant power of attorney to the lawyer appointed or specified by us and submit all declarations that we or the lawyer believe to be necessary.

In the event of orders for payment or ordinances from administrative authorities regarding compensation for damages, you must file an objection or seek the required legal remedies within the set time limit without awaiting instruction from us.

4.4 Cession of exercise of rights in the event of annuities

If, as a result of changes in circumstances, you are granted the right to request the cancellation or reduction of an annuity to be paid, you have a duty to allow us to exercise this right on your behalf.

Authorisation

We are considered authorised to submit all declarations deemed to be useful in settling or defending against the claim on your behalf.

4.5 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

NFV – Emergency Insurance (E)

1 General rules for insurance cover

We provide the benefit if an insured event under clause 2 has occurred. A loan must be repaid within 1 month after the end of the trip in one lump sum. Before a loan can be granted, a copy of your personal ID card or passport must be presented to our emergency assistance service.

2 What qualifies as an insured event?

2.1 Rescue costs

Following an accident, have you incurred costs for search, recovery or rescue efforts by public or privately organised rescue services? We will reimburse the costs for this up to the agreed amount.

2.2 Return transport

We will reimburse – except in the event of an interruption of the trip abroad – the additional costs for a return transport to the nearest suitable hospital in your home country, provided that the return transport is medically arranged, medically reasonable and justifiable.

The medical necessity and justifiability of repatriation will be assessed by one of HanseMerkur's consultant doctors, in agreement with the doctor treating the insured person in the country of destination.

2.3 Hospital visit

We will reimburse the costs for a hospital visit if it is clear that you will have to stay in a hospital for longer than 5 days. If requested, we will in this case arrange for

- a) a person closely linked to the insured person to travel to the location of the hospital and back to their place of residence and
- b) we will assume the transport costs for the journey there and back.

However, the prerequisite is that you are probably still in in-patient treatment when the person close to you arrives.

2.4 Funeral costs or costs for the repatriation of mortal remains

We will organise the transfer of the deceased to the permanent place of residence and cover the costs for this or cover the costs for a funeral at the place of stay up to the amount of the costs that would have been incurred in the event of a transfer.

2.5 Loss of travel money

If you have a financial emergency as a result of losing your travel money due to

- a) theft or
- b) robbery or
- c) other loss

we will contact your bank via our emergency assistance service.

a) If necessary, we will help in transferring an amount made available to you by the bank.

b) If it is not possible to contact the house bank within 24 hours, we will provide you with a loan up to the agreed amount via our emergency call service.

3 What requirements (obligations) must you comply with if an insured event takes place?

3.1 Contacting our global emergency service

To be covered under our emergency insurance, you or a person whom you appoint as your representative must notify our worldwide emergency assistance service by telephone or other means upon occurrence of the insured event. Contact must be made immediately. You will find the telephone number under "Conduct in the case of a claim" in your contract documents or on the website www.hansemerkur.de under "Travel emergency assistance service".

3.2 Repayment declaration for loans

If you receive a repayment declaration, you must send us a signed commitment to repay the loan.

3.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

RNFV – Return Trip-Emergency Insurance (T)

1 What benefits does your return trip emergency insurance cover?

1.1 Emergency travel home

We pay for your emergency trip home from abroad and cover the costs up to the agreed amount per insurance year for:

- 1.1.1 Your temporary return journey to your home country in a simple form of travel, e.g. train trip in 2nd class or the cheapest flight ticket in economy class, in case of serious illness, life-threatening consequences of an accident, or death of a parent or sibling, provided that the serious illness or accident for a parent or sibling has only occurred after your arrival in the host country and has been determined by a doctor and the original ticket cannot be used or rebooked;
- 1.1.2 Your return trip to the host country in the event of an emergency trip home in a simple form of travel, e.g. a 2nd class train ride or the cheapest flight ticket in economy class, if more than 30 days remain in the host country until the originally planned return trip or if you have to return to the host country to take an exam necessary for your further school career. The costs for the final return home will be assumed by us if the return ticket was used or rebooked for the emergency trip home.

1.2 Hospital visit

If it is certain that your hospitalisation will last for longer than 14 days, we will organise the trip for a person close to you to the place of hospitalisation and from there back to the place of residence on a one-time basis at your request and cover the costs of the means of transport for the outward and return trip (simple class). However, this is provided that your in-patient treatment has not been completed by the time the relative or friend arrives.

2 What requirements (obligations) must you comply with if an insured event takes place?

- 2.1 The prerequisite for the benefits is that you or a person commissioned by you contact our worldwide emergency assistance service by telephone or in any other way when the insured event of damage occurs.
- 2.2 The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

RGV – Luggage Insurance (L)

1 What items are covered by your luggage insurance?

- 1.1 The insured items are personal effects taken on your trip, as well as gifts and souvenirs that you purchase during a trip. Items that are usually carried only for professional purposes are not insured.
- 1.2 Sports equipment with accessories (but not engines) are only insured as long as they are not in use in accordance with the regulations.
- 1.3 Valuables, photographic, film equipment, computer equipment, electronic communication and entertainment equipment including accessories are only insured as long as they
 - a) are worn or used as intended or
 - b) are kept in personal custody and are worn or carried safely; or
 - c) are kept in a properly locked room in a building or a passenger ship; or
 - d) have been handed over to the campsite supervisor for safe-keeping; or
 - e) have been left in a properly locked caravan/mobile home or out of sight in a securely locked motor vehicle parked in a fully enclosed space on an official campsite.

Valuables include furs, jewellery and items made of precious metal.

If you have jewellery and objects made of precious metal which are not in personal safekeeping, these are only insured if they are stored in a closed container that offers increased security, including against the removal of the container itself.

2 What benefits are included in your baggage insurance?

If an insured event occurs, we will reimburse up to the sum insured for

- 2.1 lost or destroyed items in accordance with their insurance value as of the time when the damage occurred. The insurance value is the amount that is generally required to obtain new items of the same type and quality at the usual place of residence of the insured person, with a deduction for an amount corresponding to the condition (age, wear and tear, use, etc.) of the insured items (current value).
- 2.2 damaged, repairable items by bearing the necessary repair costs and, if applicable, a permanent reduction in value, but no more than the insurance value.
- 2.3 Films, video, audio and data carriers, to the material value.
- 2.4 the official fees for the replacement of identity cards, passports, motor vehicle documents and other identity documents.

3 What qualifies as an insured event?

You are covered under the insurance policy if your luggage is affected by an insured event. An insured event has taken place if

- 3.1 luggage entrusted to third parties
 - a) is lost,
 - b) destroyed or damaged
 while in the custody of a carrier, lodging establishment or luggage storage facility.
- 3.2 luggage placed in the custody of a third party does not arrive at the destination on the same day as you (overdue delivery).
- 3.3 during the remaining travel period, luggage is lost, destroyed or damaged by
 - a) criminal acts of third parties. Such behaviour includes theft, burglary, robbery, robbery under threat and deliberate damage to property.
 - b) accidents involving means of transport (e.g. traffic accidents).
 - c) fire, lightning, explosion, storm, flood, landslide, earthquakes, avalanches.

4 What compensation limits must be complied with?

In the absence of any agreements to the contrary, we shall provide compensation up to the following maximum amounts per insured event:

- 4.1 delayed delivery, for the demonstrated costs for necessary replacement costs, up to EUR 500.00.
- 4.2 Damage to valuables and photographic and film equipment up to 50 % of the sum insured.
- 4.3 damage to glasses, contact lenses and hearing aids, musical instruments, IT devices and electronic communication and entertainment devices, including accessories for each of these items, up to EUR 250.00 per item.
- 4.4 damage to golf and diving equipment as well as bicycles, including accessories for these items, up to 50 % of the sum insured.
- 4.5 damage to surfboards, windsurfing equipment, including accessories for these items, up to 50 % of the sum insured.
- 4.6 Damage to gifts and souvenirs purchased during the trip up to a maximum of EUR 300.00.

5 What insurance cover limitations should you bear in mind?

5.1 Items and events not insured

The insurance does not cover

- 5.1.1 damage caused by losing, leaving objects lying, standing or hanging around.
- 5.1.2 Damage caused by the natural or defective condition of the insured items, by usage or by wear and tear.
- 5.1.3 Cash, cheques, debit cards, credit cards, telephone cards, securities, travel tickets, certificates and documents of all kinds, objects of primarily artistic or collector value, dental gold, prostheses of any kind, firearms of any kind, including accessories, and land-based vehicles, aircraft and watercraft, hang-gliders, paragliders, parachutes, or accessories for the aforementioned items.

5.2 Limitations of the insurance cover in the event of gross negligence

If you or the insured person have brought about the insured event by gross negligence, we are entitled to reduce the amount paid in proportion to the extent of culpability.

5.3 Limitations of the insurance cover for motor vehicles and pleasure boats and during camping arising through criminal actions by third parties

- 5.3.1 There is insurance cover for damage to luggage
 - a) in motor vehicles,
 - b) trailers and
 - c) watercraft.

The condition is that the luggage is not visible, is stored in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes securely attached to the vehicle.
- 5.3.2 If the goods are left unattended, insurance cover only applies between 6 am and 10 pm and only if the vehicle, trailer or tent is locked. Insurance cover applies from 10 pm and 6 am in an unattended vehicle during a break in travel of not more than two hours. Attendance is defined only as your continuous presence or that of a trustworthy person instructed by you near the item to be secured.
- 5.3.3 Insurance cover for damage to luggage during camping is valid only on official campsites (established by authorities, associations or private companies).

6 What should I do in the case of a claim (obligations)?

6.1 Securing compensation claims against third parties

In the event of any damage to checked-in luggage and damage due to overdue delivery

- a) you must immediately inform the office to whom you have entrusted your luggage and
- b) obtain confirmation of your complaint in writing.

We must also be sent proof of such a report. For any damage that was not immediately evident, you must, as soon as it is discovered, within the respective deadline and at the latest within seven days, request that the relevant company inspect and certify the claim.

6.2 Police notification

In case of damage caused by criminal acts of third parties and fire damage, you must

- a) report this immediately to the responsible police department and

b) submit a complete list of all items affected by the claim to the police department and have this confirmed in writing.

The list to be submitted to the police of all items affected by the claim must be prepared as an itemised list including information about the dates of purchase and the purchase price of each of the individual items.

You must send us the complete police record.

6.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in section II, clause 5.6.

Section IV – Excerpt from the Insurance Contracts Act

§ 19 Duty of notification

(1) The policyholder must notify the insurer of the risk circumstances known to him, which are significant for the insurer's decision to conclude the contract with the agreed content and which the insurer has asked for in text form, until the submission of his contractual declaration. ²If the insurer asks questions pursuant to sentence 1 after the contractual declaration by the policyholder, but before the acceptance of the contract, the policyholder is also obligated to give notification in this regard too.

(2) If the policyholder breaches his duty of notification pursuant to paragraph 1, the insurer can withdraw from the contract.

(3) ¹The insurer's right of withdrawal is excluded if the policyholder has not breached the duty of obligation in a wilful or grossly negligent manner. ²In this case, the insurer has the right to terminate the contract giving a period of notice of one month.

(4) The insurer's right of withdrawal due to a grossly negligent violation of the notification obligation and its right of termination in accordance with paragraph 3 sentence 2 are excluded if it would have concluded the contract even if it had been aware of the circumstances not indicated, albeit on other terms. ²The other conditions, at the insurer's request, become part of the contract retrospectively, with a breach of duty for which the policyholder is not responsible from the current insurance period.

(5) The insurer shall only be entitled to the rights under paragraphs 2 to 4 if it has informed the policyholder of the consequences of a breach of notification obligation by means of a separate notification in text form. ²The rights are excluded if the insurer was aware of the circumstance not notified or knew of the incorrectness of the notification.

(6) If, in the case of paragraph 4 sentence 2, the premium increases by more than 10 per cent as a result of a change in the contract or if the insurer excludes the risk insurance for the circumstance not reported, the policyholder may terminate the contract within one month of receipt of the insurer's notification without observing a deadline. ²The insurer must point out this right to the policyholder in the notification.

§ 28 Non-observance of a contractual obligation

(2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of a contractual obligation on the part of the policyholder, the insurer shall be released from the liability if the policyholder intentionally breached the obligation. In the event of a grossly negligent failure to honour the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence shall be on the policyholder.

(3) Notwithstanding subsection (2), the insurer shall be liable for performance insofar as the failure to honour the obligation caused neither the occurrence nor the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. Sentence 1 shall not apply if the policyholder fraudulently breached the obligation.

(4) The condition on which the insurer's entire or partial release from liability in accordance with subsection (2) is based shall, in the event of a violation of an existing duty to provide information or duty of

disclosure after the occurrence of an insured event, be the fact that the insurer instructed the policyholder in separate correspondence and in writing of this legal consequence.

§ 35 Offsetting by the insurer

The insurer may off-set a due premium claim or another due claim to which it is entitled under the contract against a claim under the insurance policy, even if this claim is not due to the policyholder but to a third party.

§ 44 Rights of the insured person

(1) ¹In the case of insurance for the account of a third party, the insured person shall be entitled to the rights arising from the insurance contract. ²However, only the policyholder may request the transmission of the insurance policy.

(2) The insured person may only dispose of their rights and assert these rights in court without the consent of the policyholder, if they are in possession of the insurance policy.

§ 86 Assignment of claims

(1) If the policyholder is entitled to claim damages from a third party, this claim shall be assigned to the insurer insofar as the insurer compensates for the loss. The claim may not be assigned to the detriment of the policyholder.

(2) The policyholder shall safeguard his claim for damages or a right serving to safeguard this claim in accordance with the applicable form and time requirements, and he shall assist the insurer wherever necessary in asserting them. If the policyholder intentionally breaches this obligation, the insurer shall not be obligated to effect payment insofar as he cannot, as a result, claim compensation for it from a third party. In the event of a grossly negligent failure to honour the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence shall be on the policyholder.

(3) If the policyholder claims compensation from a person with whom he is sharing a common household when the loss occurs, assignment in accordance with subsection (1) cannot be asserted, unless that person intentionally caused the loss.

Section V – Explanations

We want you to understand your insurance well. Consequently, we are explaining the special term "unexpected severe illness" and providing examples for you. Please note that the examples are not exhaustive.

You are insured against unexpected serious illness by this policy. The illness must be "unexpected" and "severe". We will first define the criterion "unexpected" and will then give examples of "serious" illnesses.

Case 1: Each first occurrence of an illness after the insurance is taken out and after the trip is booked is considered to be unexpected.

Case 2: A repeat incidence of an illness is also insured if no treatment for this illness was given in the two weeks before insurance was taken out.

Case 3: An unexpected deterioration of a pre-existing illness is also insured, if no treatment for this illness was given during the last six months before the insurance was taken out.

Regularly conducted medical examinations to establish the state of health are not counted as treatment. The examinations are not being carried out because of a specific occurrence and do not serve to treat the illness.

Examples of serious illnesses (not exhaustive):

- the doctor providing treatment has certified the inability to travel;
- the medical impairment certified by the doctor is so severe that the insured person is unable to achieve the planned main travel services due to symptoms and complaints arising from the illness; or
- due to this medically certified illness of a person covered under this insurance, the presence of the insured person is needed.

Examples of an "unexpected serious illness" for travel cancellation insurance (not exclusive):

- The insured person takes out insurance for a trip that has been booked. Shortly before departure, they have a heart attack for the first time.
- The mother of the insured person is diagnosed with inflammation of the lung after the insurance has been taken out and the trip booked. Due to the illness, the mother is dependent on the care of the insured person.
- When insurance is taken out, the insured person has an allergy. No treatment for the allergy was given during the six months before the insurance was taken out. Before departure, they have a strong allergic reaction. The attending physician determines that the patient is unfit to travel due to the severity of the allergic reaction.

Examples of an "unexpected serious illness" in emergency insurance (not exhaustive):

- The insured person takes out insurance for a trip that has been booked. During the trip, he or she has a heart attack for the first time.
- The mother of the insured person is diagnosed with inflammation of the lung during the insured persons' trip and after the insurance has been taken out and the trip booked. Due to the illness, the mother is dependent on the care of the insured person.
- When insurance is taken out, the insured person has an allergy. No treatment for the allergy was given during the six months before the insurance was taken out. During the trip, they have a strong allergic reaction. The doctor providing treatment recommends early return from the journey due to the intensity of the allergic reaction.

Not all the cases that can be imagined are insured. Examples where there is no "unexpected serious illness" (not exclusive):

- The insured person suffers from an illness which progresses in phases (e.g. multiple sclerosis, Crohn's Disease). Treatment for the pre-existing illness has been given in the 6 months before the insurance was taken out or the trip was booked. Consequently, the illness is not insured.

Arbitration bodies

We would like to draw your attention at this point to the possibility of out-of-court dispute resolution.

For health insurance, the voluntary membership of HanseMerkur in the Verband der Privaten Krankenversicherung e.V (Association of Private Health Insurers) requires, according to the statutes, participation in mediation procedures through a consumer mediation office.

Ombudsman

Private Kranken- und Pflegeversicherung (Private Health & Care Insurance)

Postfach 060222

DE-10052 Berlin

Hotline: +49 1802 550 444

Fax: +49 30 204 589 31

You can find further information online at:
www.pkv-ombudsmann.de.

For the other insurance categories, participation is on the basis of voluntary membership of the Versicherungsombudsmann e.V. (Insurance ombudsman organisation).

Versicherungsombudsmann e.V.

Postfach 080 632

DE-10006 Berlin

Tel.: +49 800 3696000

Fax: +49 800 3699000

Email: Beschwerde@versicherungsombudsmann.de

You can find further information online at:

www.versicherungsombudsmann.de.

We would also like to draw your attention at this point to the possibility of out-of-court online dispute resolution. The EU Commission has provided an online platform for this, which you can access at the following link: www.ec.europa.eu/consumers/odr.