

**Insurance terms and conditions for travel insurance****VB-RS 2021 (SFE17-D)**

We are HanseMerkur Reiseversicherung AG and our headquarters are located in Hamburg. You are our contract partner, referred to as the policyholder, if you have taken out an insurance policy with us.

If you have insured yourself, you are also the insured person. You may also have (jointly) insured other persons. We also refer to any such persons in these insurance terms and conditions as "you".

For ease of readability, we use the masculine form as standard. This is always intended to include the feminine form.

**Section I – Overview of benefits**

The full description of the insured benefits and events is provided in the relevant clauses of Section III Description of benefits.

NFV Insured benefits for emergency insurance		Plan	Plan	Plan
		Economy	Economy Plus	First Class
<b>1.1 Illness/accident and death</b>				
1.1.1	Declaration to cover the costs of medical treatment (loan) in hospital	Not insured	15,000	EUR 15,000
1.1.2	Ambulance service	Not insured	2,500	EUR 2,500
1.1.3	Return of luggage	Not insured	100%	100%
1.1.4	Return travel costs to home country	Not insured	EUR 1,500	EUR 2,500
<b>1.2 Cancellation of trip or delayed return journey (loan for additional costs)</b>				
1.2.1	Illness, accident or death	Not insured	100%	100%
1.2.2	Abduction	Not insured	EUR 15,000	EUR 15,000
<b>1.3 Emergency message</b>				
Not insured				
<b>1.4 In the event of criminal prosecution</b>				
1.4.1	Assistance if detained or when at risk of being detained (loan)	Not insured	EUR 2,500	EUR 2,500
1.4.2	Loan for bail	Not insured	EUR 15,000	EUR 15,000
<b>1.5 Loss of money and documents</b>				
1.5.1	Loss of travel money (loan)	Not insured	EUR 2,500	EUR 2,500
1.5.2	Assistance when credit and debit or Maestro cards are lost	Not insured	100%	100%
1.5.3	Loss of travel documents	Not insured	100%	100%
<b>1.6 Assistance with booking changes/delays</b>				
Not insured				

**Section II – General provisions****1. Policyholder, insurable persons and eligibility**

- 1.1 The policyholder is the natural or legal person who has taken out the policy with us. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid.
- 1.2 The following persons are insurable if, at the time of application, they are below the age of 75 and are foreign nationals with permanent residence abroad and temporarily visiting the Federal Republic of Germany or one of the countries listed in Clause 3.1:  
au pairs, pupils, language pupils, students, scholarship holders, postgraduate students, guest scientists, trainees, volunteer helpers, exchange students and participants in Work & Holiday programmes, persons who are demonstrably visiting to pursue further education, or tourists.
- 1.3 The following are not eligible and will not be insured, even if payment of contributions is made:
  - 1.3.1 Persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks;
  - 1.3.2 Persons practising a professional sport.
- 1.4 The insurance contract cannot be signed for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If, however, the premium is paid for these persons, a refund is available to the person paying the premium.

**2. Taking out insurance, commencement, duration and termination of the policy and insurance cover****2.1 Taking out insurance and commencement of the policy**

- 2.1.1 The application for an insurance contract may be made at any time. It must be concluded for the total remaining period of the stay.
- 2.1.2 The insurance contract is concluded when the correctly-completed application form, which we have provided for this purpose, has been received by us and we have sent you an insurance confirmation. The application is only considered correctly completed when it contains all the requested information in an unambiguous and complete form.
- 2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to a refund.

**2.2 Commencement of insurance cover**

The insurance cover begins on the date indicated on the insurance certificate (commencement of insurance), after the waiting periods have elapsed. The prerequisite for this is that the policy is valid. No benefits are provided for insurance cases that arose before the start of insurance cover or before the waiting period elapsed.

**2.3 Duration**

The insurance applies for the agreed duration. The longest possible insurance term is 5 years. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with us.

**2.4 Termination**

The statutory provisions concerning the right to termination for cause remain unaffected by these agreements. The insurance cover ends upon termination of the insurance contract. The insurance contract also ends for insured events not yet concluded or pending

- 2.4.1 at the agreed time;

- 2.4.2 with the death of the policyholder; the insured persons may extend the insurance policy within 2 months of the policyholder's death by nominating a future policyholder;
- 2.4.3 if the eligibility criteria are no longer met;
- 2.4.4 in the event of repatriation to the nearest suitable hospital in your home country.

### 3. Scope of the insurance cover

The insurance cover applies during the temporary stay in Germany and for temporary trips in the countries of the European Union, Great Britain and Northern Ireland, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City, but not in your home country. Home country as per this condition is considered your permanent residence before your temporary stay abroad.

### 4. What requirements must be met when paying the premiums?

#### 4.1 Premium amount

The premium for an insured person is shown by the premium overview.

#### 4.2 Payment of the first or one-off premium

4.2.1 The first or one-time premium is due at the start of the contract.

4.2.2 If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside of your control. If the reason for the failure to make payment on time is within your control, however, insurance cover starts only after payment.

4.2.3 We shall also be entitled to withdraw from the contract for as long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

#### 4.3 Payment of subsequent premiums

4.3.1 If the subsequent premium is not paid on time, we will send you a reminder and will set a time limit of 2 weeks.

4.3.2 If you have still not made the payment when this deadline expires, we are entitled to terminate the contract, if we have drawn your attention to this when the reminder was sent.

4.3.3 If we have terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. However, no insurance cover is provided for insurance events that have occurred between the deadline and the payment.

#### 4.4 Collection of premiums

If you have agreed to the premium being collected from your account by direct debit, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if we can collect the premium on the due date, and you do not dispute collection of the correct payment.

If we cannot collect the premium due for a reason beyond your control, the payment shall still be considered to be on time if payment is made immediately upon receipt of the written reminder from us.

### 5. What requirements must be met when the benefit payment is made?

#### 5.1 Due date of the payment

Once the proof of insurance and premium payment are available and we have confirmed the amount of benefit and our liability to pay it, we will pay within 2 weeks at the latest.

If the liability to pay is confirmed, but the amount of benefit has not been established within one month of receipt of the claim form by us, a reasonable down-payment on the benefit can be demanded.

If official enquiries or a criminal prosecution have been initiated against you in connection with the insured event, we can postpone the settlement of the claim until the legal conclusion of this process.

#### 5.2 Costs incurred in foreign currencies

We convert the costs using the euro exchange rate valid on the day the records are received. The official exchange rate applies unless the currency to pay the bills was acquired at a less favourable rate.

We are entitled to deduct additional costs that arise if we need to make transfers abroad or if particular forms of payment are requested by you.

#### 5.3 Benefits from other insurance policies

If, in the case of an insured event, a benefit can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to us first, we shall make an advance payment and will contact the other insurer directly regarding cost sharing.

### 6. Which law applies and what is the limitation period for claims?

#### To whom do the provisions apply?

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Any claims arising from this insurance contract expire in 3 years. Expiry by limitation is measured from the end of the year in which the claim can be made. If a claim has been made by you, the expiry period is suspended until our decision is sent to you in writing.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

### 7. Offsetting

Counter-claims may be offset against our claims only if the counter-claim is uncontested or legally established.

### 8. What should be considered when contacting us?

All notifications and statements intended for us should be made in writing and directed to the address stated in the insurance certificate. The language of the policy is German.

## Section III – Description of benefits

(depending on the scope of insurance selected)

### NFV – Emergency insurance

#### 1. What benefits are covered under your emergency insurance?

If an insured event occurs (see clause 2), the following benefits are paid up to the level of the sum specified in Section I.

##### 1.1 Benefits in the event of illness/accident or death

1.1.1 Declaration to cover the costs of medical treatment  
 Provided no payment obligation exists under private insurance or statutory health insurance, we provide the hospital with a declaration to cover the costs of medical treatment via our emergency assistance service. The declaration to cover costs is provided in the form of a loan granted to the insured person up to the agreed amount. Before this can happen, a copy of the insured person's personal ID card or passport must be presented to our emergency assistance service. The amounts advanced by us shall be repayable by the policyholder or insured person within one month of the invoice date.

##### 1.1.2 Ambulance service

If an insured event occurs within the Federal Republic of Germany and as a result, inpatient treatment is needed for at least five days, we will organise, at the request of the insured

person and upon proven portability, the necessary ambulance transportation with medically adequate means of transport from the current location of the insured person to the place of residence of the insured person or in the nearest suitable hospital to this residence. We will assume the additional costs incurred in relation to the originally planned return trip up to an amount stated in Section I

1.1.3 We shall arrange and pay for the collection of the travel luggage if all the insured adults have returned home or have died.

##### 1.1.4 Return travel costs to home country

We will reimburse the costs in accordance with Section I once in each insurance year for temporary return of the insured person to the home country using a simple means of travel, e.g. 2nd class train travel or the cheapest tourist class air ticket, in the event of serious illness, life-threatening consequences of an accident or death of a relative, if the serious illness or the accident to the relative only arose after the arrival of the insured person in the host country and has been confirmed by a doctor, and the original ticket cannot be used or rebooked.

An insurance year is considered to be a period of twelve months calculated from the start of insurance. Relatives of an insured person include the spouse or partner in a marriage-

like relationship, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and siblings-in-law.

We will reimburse the return trip of the insured person to the host country in the event of an emergency trip home using a simple means of travel, e.g. 2nd class train travel or the cheapest tourist class air ticket, if there are still more than 30 days in the host country until the originally planned return or if the insured person needs to return to the host country in order to take an examination necessary for further education. 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 Benefits where the trip is terminated or the return journey is delayed**

We organise the return trip and grant a loan for additional costs incurred that exceed the cost of the originally planned return trip if the booked trip cannot be completed as planned by the insured person for the reasons specified below. Before a loan can be granted, a copy of the insured person's personal ID card or passport must be presented to our emergency assistance service. The loan must be repaid within one month after the end of the trip in one lump sum.

#### **1.2.1 Curtailment/return home due to illness, accident or death**

In accordance with clause 1.2, we provide insurance cover for unexpected serious illness, serious accident or the death of the insured person or the travel companion of the insured person.

#### **1.2.2 Curtailment/return home due to abduction/kidnapping**

In the event of abduction/kidnapping of the insured person or the travel companion of the insured person, we grant a loan per insured person up to the amount specified in Section I for benefits set out in clause 1.2.

### **1.3 Emergency message**

If the insured person cannot be reached during the trip, we shall endeavour to alert the insured person using an emergency message (e.g. via the broadcast media) and cover its cost.

### **1.4 Criminal prosecution**

We shall grant a loan up to the amount specified in Section I for the costs listed below. You or the insured person must repay the loan to us immediately upon reimbursement by the authority or the court, but at the latest within three months of disbursement.

#### **1.4.1 Assistance if arrested or when at risk of being arrested**

If the insured person is arrested or threatened with arrest, we can assist in finding a lawyer and/or interpreter. If this occurs, we provide a loan for court, legal and interpreting costs, up to the agreed amount.

#### **1.4.2 Loan for bail**

We provide a loan for any bail demanded by the authorities up to the agreed amount.

### **1.5 Loss of money and documents**

#### **1.5.1 Loss of travel money**

If the insured person experiences a financial emergency due to the loss of their means of payment through theft, robbery or other loss, we contact their bank via our emergency assistance service. If necessary, we help in transferring an amount made available by the bank to the insured person. If it is not possible to contact the bank within 24 hours, we provide the insured person with a loan up to the amount specified in Section I via our emergency assistance service, subject to presentation of a copy of a personal ID card or passport. The loan must be repaid within one month after the end of the trip in one lump sum.

#### **1.5.2 Loss of credit and EC/Maestro debit cards**

In the event of loss of credit or debit cards, we assist the insured person in blocking the cards. However, we shall not be held liable for the successful blocking of the card and any financial losses that result despite blocking the card.

#### **1.5.3 Loss of travel documents**

In the event of loss of travel documents, we shall assist you in obtaining replacement documents.

### **1.6 Booking changes/delays**

If the insured person gets into difficulty due to a missed booked transport service or because the booked transport is delayed or cancelled, we will help the insured person to change the booking. The costs of changing the booking and increased travel costs shall be borne by the insured person. We can notify third parties of the insured person's itinerary changes upon request.

## **2. What is considered an insured event?**

An event is covered by the insurance policy if you are faced with an emergency which is insured under clause 1 during your trip. Our global emergency assistance service will help you in cases of emergency referred to in clause 1 faced by the insured person during the trip.

## **3. What requirements must be met if an insured event occurs (obligations)?**

### **3.1 Contacting our global emergency service**

In order to be fully covered under our emergency insurance, the insured person or a representative of the insured person must notify the global 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 "Important notes in the case of a claim" in your contract documents or on our webpage [www.hansemerkur.de](http://www.hansemerkur.de) under "Travel emergency assistance service".

### **3.2 Obligation to minimise damage**

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. Please contact us if you are unsure or have any questions.

### **3.3 Obligation to provide information on the damage event**

All information about the claim that you or the insured person provides must be truthful and complete. The same applies to any requests we make for receipts and information pertaining to the case.

### **3.4 Obligation to secure claims for compensation against third parties**

If you or the insured person has a basis to claim compensation from a third party, this right is assigned to us, insofar as we pay the costs of the damage. The assigned claim cannot be used to your disadvantage. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person, with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

### **3.2 Consequences of non-compliance with obligations**

If you deliberately fail to comply with the above-mentioned obligations, we shall be released from our obligation to provide benefits. In the event that you fail to meet your obligations as a result of gross negligence, we are entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover remains unchanged.