



Head office:

Siegfried-Wedells-Platz 1 • D-20354 Hamburg

**Insurance terms and conditions for travel insurance
VB-RS 2021 (SFE18-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 types of insurance specified below are only valid if they are included in the insurance cover you have selected. The full description of the insured benefits and events is provided in the relevant clauses of Section III Description of benefits.

HAFT Insured benefits for liability insurance		
1.1	Investigation of liability and settlement of justified claims	
1.2	Sureties in the event of annuities due	
1.3	Costs of a legal dispute	
Insured events		
Damage caused by you		
2.1	Everyday liability risks	EUR 3 million
2.2	Liability claims for damage to rented property, per insured event	
	a) Immobile objects	EUR 25,000
	b) Mobile objects	EUR 10,000
2.3	Damage to the household of the host family	EUR 10,000
2.4	Loss of keys	EUR 500
2.5	Professional liability	EUR 25,000
Deductible		
In the cases under clauses 2.1, 2.2 a), 2.3 and 2.4, a deductible of EUR 25 will be deducted from the calculated damage amount. In the cases under clause 2.2 b) and 2.5, a deductible of 10%, at least EUR 100, will be deducted from the calculated damage amount.		

UV Insured benefits for travel accident insurance		
Sums insured		
1.1	In the event of disability	EUR 100,000
1.2	In the event of death	EUR 50,000
1.3	For rescue costs	EUR 5,000
1.4	For cosmetic surgery costs	EUR 5,000

RGV Insured benefits for travel luggage insurance		
Scope of cover		
The insurance cover applies worldwide. Drives, walks and stays within the permanent place of residence of the insured person shall not be regarded as travel. When travelling in a motor vehicle, if luggage is not unloaded at once after arrival at the normal place of residence, the insurance cover terminates on arrival.		
Insured events		
2.1	Damage to luggage entrusted to third parties	
2.2	Overdue delivery of luggage	
2.3	Criminal acts by third parties	
2.4	Damage sustained as a result of a traffic accident	
2.5	Damage by fire, explosion or natural events	
Sums insured		EUR
For each insured damage event, we pay up to a maximum sum insured of		3,000
Compensation limits		
For the items specified below, compensation is limited to the following amounts:		
Furs, jewellery, items made of precious metals, photographic and film equipment		1,000
IT equipment and electronic communication and entertainment systems, including accessories		1,000
Golf and diving equipment, bicycles, including accessories		500
Surfboards, windsurfing equipment, including accessories for the aforementioned items		500
Musical instruments, including accessories (if taken on the trip for private purposes)		250
Glasses, contact lenses, hearing aids		250
Emergency purchases due to overdue delivery of luggage		500
We will refund the value of the material in the case of films, video, sound and data media.		
We will refund the administrative fees for identity cards, passports, motor vehicle documentation, and other types of ID.		
Insured property		
Luggage Items regarded as luggage are personal effects taken on a trip, as well as gifts and souvenirs that you purchase during a trip. Items that are taken on the trip or purchased during the trip solely for professional purposes are <u>not</u> insured.		
Sports equipment , including accessories (but <u>excluding</u> engines), is only insured during periods when such equipment is not being used for its intended purpose.		
Valuables within the meaning of these provisions are furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment, electronic communication and entertainment systems in each case including accessories.		

Items not insured

Not covered are cash, cheques, debit cards, credit cards, telephone cards, securities, 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.

Deductible

For IT equipment and electronic communication and entertainment systems, including accessories, the deductible is EUR 100 per insured event. For the other items, the deductible amounts to EUR 25 per insured event.

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;

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 defined in this condition means your permanent residence before your temporary stay in Germany.

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)

HAFT – Travel liability insurance

1. What insured benefits are provided by your travel liability insurance?

If the insured event occurs (see clause 2. For limitations see clause 3.), the following benefits are provided up to the level of the sums insured stated in Section I.

1.1 Investigation of liability and settlement of justified claims

Our services include investigation of liability and subsequent defence against unjustified claims or, in the event of a justified claim, reimbursement of the compensation to be paid by you. A justified claim shall be deemed to exist based on a declaration of acknowledgement issued or approved by us, a settlement concluded or approved by us, or a court order. Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on your part, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.

Should we desire or approve the appointment of a defence lawyer for you as part of criminal proceedings based on an event that may result in a liability claim falling under the insurance cover, we shall bear the lawyer's fees in accordance with the fee schedule, or higher costs if specifically agreed with us in advance.

1.2 Sureties in the event of annuities due

Should you be legally required to provide a surety on the basis of an annuity due as a result of an insured event, or should you be 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.

1.3 Costs of a legal dispute

Should the insured event lead to a legal dispute regarding the claim between you and the injured party or their legal successor, we shall deal with the legal dispute on your behalf. We shall assume the incurred costs and shall not offset these as benefits against the sum insured. Should the liability claims exceed the sum insured, we shall only bear the costs of legal proceedings in an amount corresponding to the proportion of the entire claim amount represented by the sum insured, even in the event of several sets of proceedings arising from one event. In such cases, we shall be entitled to release ourselves from payment of further benefits by paying the sums insured and our proportion of the costs incurred so far corresponding to the insured sum.

2. What is considered an insured event?

You have insurance cover on the trip in the event that a claim for compensation is asserted against you by a third party on the basis of statutory liability provisions under private law due to one of the events listed below leading to the death, injury or damage to the health of persons (personal damage) or damage to or destruction of an object (material damage).

2.1 Everyday liability risks

Your insurance covers your statutory liability as an individual in terms of everyday liability risks occurring on your trip, in particular

- 2.1.1 for family and household responsibility (e.g. arising out of the duty of care for minors);
- 2.1.2 as a cyclist;
- 2.1.3 while practising a sport (except the types of sport listed in clause 3.2.3);

- 2.1.4 as a rider or driver when using third-party horses and carts for private purposes (liability claims of the animal's keeper or owner against the insured person and/or the policyholder are not covered);
- 2.1.5 through the ownership and use of aircraft models, unmanned balloons and gliders, which are powered neither by motors nor by propellants, whose weight in flight does not exceed 5 kg and for which there is no insurance obligation;
- 2.1.6 through the ownership and use of own or third-party rowing or pedal boats as well as third-party sailing boats which are powered neither by motors (including outboard motors) nor by propellants, and for which there is no insurance obligation;
- 2.1.7 arising out of the ownership, possession, maintenance or use of own or third-party surf boards for sporting purposes; however, the legal liability of the insured person from renting, borrowing or other transfer of use to third parties is **excluded**.
- 2.1.8 from working as an au pair. If the insured person is working as an au pair on the basis of a written contract, the private liability insurance does include professional liability insurance, in derogation of clause 3.1.3. In this case, only liability claims that are on the basis of activities that the insured person is allowed to practise on the basis of his or her level of education or training are insured. This insurance cover only applies, however, if claims are made against the insured person and the insured person has no other or only inadequate insurance cover, e.g. as part of a private liability insurance of the host family.

2.2 Liability claims for damage to rented property

In derogation of clause 3.2.4, the insurance also covers damage to rented property. In this connection, the insurance cover extends to everyday liability risks

- as the user of rooms in buildings temporarily rented for private purposes to stay during travel (e.g. hotel and B&B rooms, holiday apartments, bungalows, in the case of au pairs the home of the host family) as well as rooms whose use is foreseen and allowed in connection with accommodation (e.g. dining rooms, joint bathrooms), as well as damage to mobile furnishings (e.g. furniture, household textiles, dishes) up to the amounts stated in Section I.

However, liability claims for the following reasons are **excluded**:

- damage due to wear and tear and excessive strain;
- damage to heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment.

2.3 Damage to the household of the host family

Contrary to clause 3.2.6, liability claims against the insured person are insured if they relate to damage to the rooms in the household of the host family whose use is foreseen and permitted in connection with hosting, up to the amount stated in Section I. 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 twelve months calculated from the start of insurance, including all contractual extensions.

2.4 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 insured party's possession is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost.

The maximum payment for each insured event is limited to the amount stated under section I and applies to all claims within one insurance year – or any agreed shorter insurance period. An insurance year is considered to be a period of twelve months calculated from the start of insurance, including all contractual extensions.

Liability claims owing to consequential damage arising from the loss of a key (e.g. due to a break-in) and liability arising from the loss of safe and furniture keys, as well as any other keys to movable objects, remain **excluded**.

2.5 Professional liability

The insurance cover relates to the legal liability of the insured person during the performance of the insured person's profession. In this case, only liability claims that are on the basis of activities that the insured person is allowed to practice on the basis of his or her level of education are insured. This insurance cover only applies, however, if claims are made against the insured person and there is no other insurance cover. Damage is not covered if it is due to the insured person overlooking mistakes in invoices, accounts, cost estimates or measurements in drawings which the insured person had a responsibility to check. There is also no insurance cover for the non-fulfilment of contracts and the replacement performance carried out in place of the non-fulfilment.

3. What restrictions to the insurance cover should be noted?

3.1 Non-insured liability risks

- 3.1.1 Your liability as the owner, proprietor, holder or driver of a land-based vehicle, aircraft or watercraft is not covered in the event of damage caused by using the vehicle.
- 3.1.2 Your liability as the owner, holder or keeper of animals and your liability when hunting are not covered.
- 3.1.3 Your liability when carrying out your job, service or duties (including voluntary) or when participating in associations of any kind is not covered.
- 3.1.4 The insured person's liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Non-insured liability claims

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, accommodation and meals, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse, bicycle or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4 Unless expressly listed in Section I, liability claims for damage to third-party items that you have rented, leased, borrowed or obtained through adverse possession or that are subject to a specific custody agreement.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-in-law, step-parents and children, grandparents and grandchildren, siblings, foster parents and children as well as persons connected by means of a family-like, long-term relationship similar to that of parents and children.
- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as, unless explicitly co-insured under clause 2.3, between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.

3.2.10 Liability claims for damage as a result of using weapons of any kind.

3.2.11 Liability claims for all resultant financial losses.

3.2.12 Unless expressly listed in Section I, liability claims for damage as a result of loss of items such as money, securities and valuables.

3.3 Limitation of benefits

- 3.3.1 Our compensation is limited to the agreed sums insured in each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation.
- 3.3.2 The compensation for all insured events within the insured period shall be limited to two times the agreed sum insured in the case of contractual terms of less than one year. In the case of contractual terms of more than one year, we shall not pay more than double the agreed sums insured for all insured events in each insurance year.
- 3.3.3 Several insured events occurring during the effective period of the insurance shall be considered one insured event occurring at the time of the first of these insured events if they are based on the same cause or similar causes with an internal – particularly material and temporal – link.
- 3.3.4 If the insured person is required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or exceeds the amount of the insured sum remaining following deduction of any benefits provided due to the insured event, the annuity to be paid shall only be covered by the insurer in an amount corresponding to the proportion of the insured sum or residual amount to the capital value of the annuity.
The corresponding provision of the ordinance on insurance cover under the motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply as regards calculation of the value of the annuity. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the sum insured remaining following deduction of other benefits, the other benefits shall be offset in full against the sum insured.
- 3.3.5 Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on the part of the insured person, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.

4. What should be considered when a claim is made (obligations)?

4.1 Immediate notification of the incident

If a claim for compensation for damages is made against you, please inform 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, even if you have already reported the insured event itself. If a claim is made against you in court or by means of an order for payment, legal aid is applied for or a legal notice is served on you, you must also inform us immediately. The same applies in the event of an arrest, preliminary injunction or proceedings for the preservation 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 waiting for 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.

4.5 Conferment of authority

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

4.6 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.

UV – Travel accident insurance

1. What insured benefits are provided by your travel accident insurance?

If an insured event occurs (see clause 2; for restrictions, see clause 3), the following benefits are paid up to the level of the sums specified in Section I.

1.1 Benefits in the event of disability

For our benefit to be paid, your physical or mental ability must be permanently impaired as a result of the accident (disability). Impairment is considered permanent if it is expected to last longer than 3 years and no change in the situation is expected.

The disability must occur within 15 months of the accident and be confirmed in writing by a doctor within 21 months of the accident, and you must have informed us of this in writing.

1.1.1 The amount of the benefit depends on the sums insured and the degree of the disability. The loss or loss of use of the following shall constitute fixed degrees of disability (unless there is evidence of a higher or lower level of disability)

An arm at the shoulder	70%
An arm above the elbow	65%
An arm below the elbow	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above the centre of the thigh	70%
A leg to the centre of the thigh	60%
A leg to below the knee	50%
A leg to the centre of the lower leg	45%
A foot at the ankle	40%
Big toe	5%
Any other toe	2%
An eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of the partial loss or impairment of function in one of these body parts or sensory organs, the corresponding proportion of the percentage shall be assumed.

- 1.1.2 Should the insured event affect body parts or sensory organs, whose loss or loss of use is not covered above, the decisive factor shall be the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.
- 1.1.3 Should the insured event affect several physical or mental functions, the aforementioned degrees of disability shall be added together. However, more than 100% will not be accepted.
- 1.1.4 Should the insured event affect a physical or mental function that was already permanently impaired, a deduction corresponding to the level of pre-existing disability shall occur. This shall be measured in accordance with the degrees of disability under clause 1.1.1.
- 1.1.5 Should death occur as a result of the accident within a year of the insured event, no entitlement to disability benefits shall exist.
- 1.1.6 If the insured person dies due to a cause unrelated to the accident within a year of the insured event or (regardless of the cause) later than 1 year after the accident, and if a claim for disability benefits in accordance with clause 1.1.1 arose, we will provide compensation in accordance with the degree of disability that would have been applied in accordance with the latest recorded medical findings.

1.2 Benefits in the event of death

Should an insured event lead to the death of the insured person within a year, the heirs shall be entitled to a benefit in accordance with the sum insured in the event of death. Please note the specific obligations under clause 4.3.

1.3 Cover for rescue costs

If the insured person has several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies. If the insured person has suffered an accident covered by this insurance policy, we shall reimburse the costs incurred up to the amount agreed in the policy for

- 1.3.1 search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.
- 1.3.2 transport of the injured party to the nearest hospital or to a specialist clinic if this is medically necessary and has been sanctioned by a medical practitioner.
- 1.3.3 additional expenses for the transport of the injured person back to the place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 1.3.4 repatriation of mortal remains to the last permanent place of residence in the event of death.
- 1.3.5 services set out in clause 1.4.1, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances led you to believe that it was imminent.

1.4 Cover for costs of cosmetic surgery

- 1.4.1 If, as a consequence of an accident covered by this policy, the outward surface of the insured person's body is damaged or deformed to an extent that following completion of medical treatment, the appearance of the insured person is permanently impaired, and if the insured person decides to undergo cosmetic surgery in order to correct such damage, we shall cover the costs associated with the surgery and hospital treatment such as medical fees, medication, dressing materials and other remedies prescribed by doctors on a one-time basis, as well as the cost of accommodation and meals in the hospital in the amount of up to the agreed sum insured. The front and incisor teeth, which can be seen when the mouth is open, are not deemed to be part of the outward surface of the body.
- 1.4.2 The cosmetic surgery and hospital treatment must be completed within 3 years of the accident. If the insured person was below the age of 18 at the time of the accident, the costs shall be covered even if the surgery and hospital treatment do not taken place within the abovementioned period, provided the treatment is completed before the insured person reaches the age of 21.
- 1.4.3 The cost of meals and beverages, spa and recuperation trips and nursing are excluded from the coverage, unless professional nursing care has been sanctioned by a doctor.

2. What is considered an insured event?

2.1 Damage to health caused by an accident

An insured event has occurred if the insured person suffers damage to their health against their will as a result of a sudden external event (accident) having an impact upon their body. By extension, the insurance cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident having to occur, i.e. a sudden external event having an impact upon the body.

2.2 Muscular strain and torn ligaments

An insured event shall also be considered to have occurred if a joint is twisted or muscles, tendons, ligaments or capsules are strained or torn due to increased exertion on limbs or the spine.

2.3 Drowning or suffocation

Death due to drowning or suffocation under water during diving shall also be considered an accident within the meaning of clause 2.1.

3. What restrictions to the insurance cover should be noted?

3.1 Which events are not covered?

We do not pay benefits for:

- 3.1.1 Accidents caused by mental disorders or impaired consciousness, including due to the consumption of alcohol or drugs, as well as by strokes, epileptic or other convulsive

seizures that affect the entire body of the insured person; however, insurance cover shall exist if these are caused by an accident falling under this contract.

- 3.1.2 Accidents suffered by the insured person as a result of them deliberately committing or attempting to commit a crime.
- 3.1.3 Accidents caused directly or indirectly by war or civil war events or in connection with terrorist attacks. However, we shall provide insurance cover if the insured person is travelling abroad and is unexpectedly affected by war or civil war. This extension of insurance cover shall, however, not apply in the case of travel in or through states that were already engulfed by war or civil war upon commencement of the trip. It shall also not apply in the event of active participation in war or civil war, or in the event of accidents caused by NBC (nuclear, biological or chemical) weapons.
- 3.1.4 Accidents befalling the insured person as the pilot of an aircraft (including sports aircraft) requiring a permit in accordance with German law, or as a crew member on an aircraft, if these occur with a causal connection to the operation of the aircraft.
- 3.1.5 Accidents befalling the insured person when carrying out an activity with the aid of an aircraft.
- 3.1.6 Accidents befalling the insured person whilst using spacecraft; however, the insured person is covered as an airline passenger.
- 3.1.7 Accidents befalling the insured person as the driver, co-driver or passenger of a motor vehicle taking part in a driving event, including the corresponding practice runs, involving driving at high speeds.
- 3.1.8 Accidents caused directly or indirectly by nuclear energy.
- 3.1.9 Damage to health caused by radiation and damage to health caused by therapeutic measures or interventions on the body of the insured person. However, insurance cover is provided if therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.10 Damage to health caused by infections. These are also excluded if caused by insect stings or bites or other minor injuries to the skin or mucous membranes, through which the pathogens entered the body, either immediately or at a later stage. However, insurance cover is provided for rabies and tetanus, as well as for infections whereby the pathogens entered the body through injuries as a result of an accident, which is not excluded under clause 1. Insurance cover is also provided for infections caused by therapeutic measures or interventions if the therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.11 Abdominal or lower abdominal herniae. However, insurance cover is provided if these occur due to a violent external impact falling under this policy.
- 3.1.12 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage. However, insurance cover is provided if the predominant cause is an accident falling under this policy.
- 3.1.13 Pathological disorders as a result of psychological reactions, regardless of their cause.
- 3.1.14 Poisoning as a result of ingesting solid or liquid substances through the gullet.

3.2 What impact do illnesses or infirmities have?

If illnesses or infirmities contribute to the damage to 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 contribute to damage to health caused by an accident, or the consequences thereof, any entitlement to benefits shall cease to exist if this proportion is more than 50%.

4. What requirements must be met in the event of damage due to an accident during travel (obligations)?

4.1 Immediate medical consultation

The medical advice of a doctor must be sought following an accident that is expected to lead to a payment obligation. The insured person must follow the doctor's orders and must also limit the consequences of the accident as far as possible.

4.2 Examination by doctors appointed by us

The insured person has a duty to allow an examination by a doctor appointed by us to take place. We shall bear the necessary costs, including any loss of earnings.

4.3 Notifications in the event of death

If the accident leads to the death of the insured person, then the heirs or other legal successors of the insured person must inform us thereof within 48 hours, even if the accident itself has already been reported. We must be granted the right to have a post-mortem examination conducted by a doctor appointed by us.

4.4 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.

RGV – Luggage insurance

1. What benefits are included in your luggage insurance?

If an insured event occurs (see clause 2.; for restrictions, see clause 3.), compensation is provided up to the level of the sums insured listed in Section I.

1.1 Benefit in the case of destruction or loss

If an insured event occurs, for destroyed or lost items, we will reimburse their insurance value at the time the event occurred, insofar as they were insured in accordance with clause 2. The insurance value is the amount that is generally required to obtain new items of the same type and quality at your usual place of residence, with a deduction for an amount corresponding to the condition (age, wear and tear, use etc.) of the insured items (current value).

1.2 Benefit in the event of damage

For damage and repairable items covered by the insurance in accordance with clause 2, we assume the necessary repair costs and any remaining reduction in value, though no more than the insurance value.

2. What is considered an insured event?

2.1 Damage to luggage entrusted to third parties

If you have entrusted your luggage to a transport, accommodation or baggage storage company and it is lost, destroyed, or damaged, we will pay up to the level of the sums insured and compensation limits.

2.2 Overdue delivery of luggage

If your luggage is not delivered on time by a transport company, i.e. it does not arrive at the destination on the same day as you (overdue delivery), we reimburse the proven costs for necessary replacement purchases up to the agreed compensation limit.

2.3 Criminal acts by third parties against luggage, sports equipment or valuables

You have insurance cover up to the level of the sums insured and compensation limits in the event of loss, damage or destruction of the insured items by criminal acts of third parties. This includes theft, burglary, robbery, blackmail for the purpose of robbery and deliberate vandalism.

2.4 Damage during traffic accidents to luggage, sports equipment or valuables

You have insurance cover up to the level of the sums insured and compensation limits in the event of loss, damage or destruction of the insured items during an accident involving a means of transport (e.g. a traffic accident).

2.5 Damage by fire, explosion or natural events to luggage, sports equipment or valuables

You have insurance cover for the insured items up to the level of the sums insured and compensation limits in the event of loss, damage or destruction of the insured items by fire, lightning, explosion, storms, floods, landslides, earthquakes or avalanches.

3. What restrictions to the insurance cover should be noted?

3.1 Limitations for valuables

In accordance with Section I, insurance cover for valuables is valid only as long as they are carried or used as intended and carried in

the personal safekeeping of an insured person or are in a properly locked room in a building or a passenger ship. Jewellery and objects made of precious metal in a properly locked room in a building or a passenger ship are, however, only insured if they are also stored in a closed container that offers increased security, including against the removal of the container itself.

3.2 Limitations for motor vehicles and watercraft

We only pay benefits for damage to luggage in unsupervised motor vehicles/trailers/water sport vessels by criminal acts of third parties if the luggage is not visible, in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes firmly attached to the vehicle. We do not pay compensation here for the valuables listed in Section I under luggage.

Supervision is defined only as the continuous presence of an insured person or a trustworthy person instructed by him near the item to be insured, but not, however, the supervision of a location open for general use (e.g. parking area, harbour).

We only pay benefits if the damage can be shown to have taken place between 6.00 and 22.00 or it occurred during a break in travel of not more than two hours.

When travelling in a motor vehicle, if luggage is not unloaded at once after arrival at the normal place of residence, the insurance cover terminates on arrival.

3.3 Restrictions for camping

Insurance cover for damage to luggage during camping caused by criminal acts of third parties is only valid on **official campsites** (established by authorities, associations or private companies).

If you leave items **unsupervised** (definition in clause 3.2) in a tent, insurance cover for damage due to criminal acts of third parties is only valid if the damage can be shown to have taken place between 6.00 and 22.00 and the tent is closed.

Valuables are not insured if left unattended in a tent. We only replace these items if the conditions under clause 3.2 are satisfied or they were given to the management of the camping site for safekeeping or they were in a properly locked caravan/mobile home or not visible in a firmly closed and locked motor vehicle on an official campsite.

3.4 Damage caused by loss

We do not offer insurance cover for damage caused by items lost or left lying, standing or hanging.

3.5 Damage caused by wear and tear

Damage caused by the natural or defective condition of the insured items (e.g. usage or wear and tear) is not insured.

4. What requirements must be met in connection with damage to luggage (obligations)?

4.1 Securing compensation claims against third parties

You must immediately notify the authorities, to which you have entrusted your luggage, of any damage to checked-in luggage and damage due to overdue delivery and obtain written confirmation thereof. Written confirmation to this effect is to be provided to us. 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 7 days, request that the relevant company inspect and certify the damage.

4.2 Police notification

You must **immediately** report damage due to criminal acts of third parties and fire damage to the responsible police station, providing a complete list of all items involved in the claim, and you must obtain written confirmation of this. 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.

4.3 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.