

Head office:

Siegfried-Wedells-Platz 1 • D-20354 Hamburg

**Terms and conditions for travel health insurance  
VB-KV 2018 (SFE3-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.

| <b>Insured benefits</b>                                       |   | <b>Plan Economy</b> | <b>Plan Economy Plus</b> | <b>Plan First Class</b> |
|---|---|---------------------|--------------------------|-------------------------|
| The amount of the benefit depends on the plan that you select |   |                     |                          |                         |
| Deductible per insured event                                  |   | <b>EUR 25</b>       | <b>None</b>              | <b>None</b>             |
| 2.1.1   | Out-patient medical treatments in accordance with the fee schedule set out in section III 1.2   | 100%                | 100%                     | 100%                    |
| 2.1.2   | Dental treatment for pain relief in accordance with the fee schedule set out in section III 1.2 per insured event                     | EUR 250             | EUR 500                  | 100%                    |
| 2.1.3   | Medications and surgical dressings  | 100%                | 100%                     | 100%                    |
| 2.1.4   | Radiation therapy, light therapy and other physical treatments  | 100%                | 100%                     | 100%                    |
| 2.1.5   | Massages, mud packs, inhalation therapies and physiotherapy   | Not insured         | Not insured              | 100%                    |
| 2.1.6   | Therapeutic aids following an accident  | 100%                | 100%                     | 100%                    |
| 2.1.7   | Visual aids   | Not insured         | Not insured              | EUR 200                 |
| 2.1.8   | X-ray tests   | 100%                | 100%                     | 100%                    |
| 2.1.9   | Operations  | 100%                | 100%                     | 100%                    |
| 2.1.10  | In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor) | 100%                | 100%                     | 100%                    |
| 2.1.11  | Rehabilitation measures   | Not insured         | 100%                     | 100%                    |
| 2.1.12  | Screening check-ups for early detection of cancers per insurance year   | Not insured         | Not insured              | EUR 200                 |
| 2.1.13  | Outpatient psychoanalytical and psychotherapeutic treatments (up to 5 sessions per policy year)                                       | Not insured         | EUR 500                  | EUR 1,000               |
| 2.2.1   | Dentures following an accident per insurance year   | Not insured         | EUR 500                  | EUR 2,000               |
| 2.2.2   | Up to 50% of the cost (where eligible) for dentures, per insurance year   | Not insured         | Not insured              | EUR 2,000               |
| 2.3.1   | Treatment for pregnancy and treatment during premature birth  | Not insured         | 100%                     | 100%                    |
| 2.3.2   | Pregnancy screenings per insurance year<br>Deliveries, including screening and treatment costs by midwives                            | Not insured         | 100%                     | 100%                    |
| 2.4.1   | Ambulance services for treatment in a hospital  | 100%                | 100%                     | 100%                    |
| 2.4.2   | Medically sanctioned repatriation   | 100%                | 100%                     | 100%                    |
| 2.4.3   | An accompanying person during repatriation  | Not insured         | 100%                     | 100%                    |
| 2.5   | Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany                                      | EUR 10,000          | EUR 10,000               | 100%                    |
| 2.6   | Hospital visit where the stay in hospital exceeds 14 days   | Not insured         | EUR 500                  | EUR 1,000               |
| 2.7   | Follow-up liability until ability to travel is regained   | 100%                | 100%                     | 100%                    |

## 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. Newborn infants of insured persons shall be included in the policy after birth, on the same plan as their parents. This is subject to the following conditions:
- that they are insured with us within 2 months of the day of birth with retrospective effect, and
  - the insurance contract was concluded at least 3 months earlier
  - was uninterrupted and
  - no other insurance cover exists.
- 1.2 The following persons are insurable if, at the time of application, they are below the age of 60 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 persons are not eligible and will not be insured, even if payment of contributions is made:
- 1.3.1 persons subject to mandatory health and/or care insurance in the country of destination;
- 1.3.2 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;
- 1.3.3 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 maximum period of insurance is 365 days. 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.

### 2. Waiting times

If the insurance cover or benefits entail waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on our request. The waiting time also does not apply to accidents or to medical interventions to avert acute mortal danger. A comparable prior insurance policy that existed following arrival without interruption up to when this insurance commenced is counted against the general waiting time. The limitations on the obligation to pay benefits under section III 3 (Limitations to the insurance cover) and the special waiting times continue without restriction.

### 3. Scope of the insurance cover

- 3.1 The insurance cover applies during the temporary stay in Germany and for temporary trips in the countries of the European Union, 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.
- 3.2 For insurance contracts lasting 5 months, insurance cover also applies during a temporary return to your home country, notwithstanding clause 3.1. Insurance cover in your home country is limited to 6 weeks for all stays in the home country.

### 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.

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**

### **1. Scope of insurance**

1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. Also considered as an insured event is the death of the insured person, as well as necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced and out-patient check-ups.

1.2 During your stay, you have free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and manage case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. We reimburse the costs arising in accordance with clause 2 (Insured benefits).

1.2.1 In Germany, we reimburse the costs for medically necessary medical treatment up to the so-called threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The following are deemed to be the so-called threshold levels for payments

- according to the fee schedule for dentists (GOZ), 2.3 times the fee rate,
- according to the fee schedule for doctors (GOÄ) pursuant to no. 437 and Section M (laboratory services) of the fee schedule for doctors, 1.15 times the fee rate,
- according to Sections A, E and O (technical services), 1.8 times the fee rate,
- for all other services of the GOÄ, 2.3 times the fee rate.

If you have purchased the First Class plan, costs will be covered up to the highest rates in the German Regulations on Scales of Fees for Medical Doctors (GOÄ) and for Dentists (GOZ).

1.2.2 Outside Germany, we assume the costs arising from medically necessary treatment, if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.

1.3 We only pay for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, we pay for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homeopathy, anthroposophic medicine and phytotherapy). We can however reduce our payments to the amount that would have been incurred by the use of available conventional methods or medications.

### **2. Insured benefits**

If an insured event occurs, we provide the following benefits, if they are insured under the plan selected by you, the insured event occurred after the start of insurance cover, and the waiting times have elapsed. An overview of these can be found in Section I of these insurance terms and conditions.

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 Treatment expenses**

Medical treatment within the meaning of these terms and conditions is defined as medically necessary

- 2.1.1 outpatient treatment by a doctor;
- 2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist, as well as repairs to braces (retainers) that cannot be delayed or their adjustment if pain occurs;
- 2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner);
- 2.1.4 radiation therapy, light therapy and other physical treatments prescribed by a doctor;
- 2.1.5 massages, medicinal packs, inhalations and physiotherapy prescribed by a doctor;
- 2.1.6 basic aids prescribed by a doctor that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident;

- 2.1.7 visual aids such as glasses and contact lenses, after a waiting time of 6 months, if vision has changed by at least 0.5 dioptries;
- 2.1.8 X-ray tests;
- 2.1.9 surgery that cannot be postponed;
- 2.1.10 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor);
- 2.1.11 medically necessary rehabilitation measures;
- 2.1.12 screening check-ups for the early diagnosis of cancers in accordance with statutory programmes introduced in Germany, after a waiting time of 6 months has elapsed;
- 2.1.13 out-patient psycho-analytical or psycho-therapeutic treatment.

## **2.2 Dental replacement benefits**

Dental replacements in the terms of this plan include pivot teeth, inlays, crowns, bridges, orthodontic treatment, functional analysis and functional therapeutic measures and implant dental treatments.

- 2.2.1 We reimburse the costs of a denture that has become necessary for the first time due to an accident during the insured period.
- 2.2.2 We reimburse 50% of the eligible cost of a basic, medically necessary denture after a waiting time of 6 months.

## **2.3 Insurance benefits in the event of pregnancy and birth**

- 2.3.1 We reimburse the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage, and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.
- 2.3.2 If the pregnancy had not yet started at the beginning of the insurance contract, we reimburse the costs for pre-natal screenings and childbirth. The costs for pregnancy are only reimbursed after the end of a waiting period of 8 months. The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

## **2.4 Transportation costs**

- 2.4.1 We reimburse the costs for ambulance transport to in-patient or out-patient treatment in the nearest suitable hospital and back to the accommodation.
- 2.4.2 We reimburse the additional costs of repatriation to the nearest suitable hospital to your place of residence, provided the return transport is medically appropriate and reasonable.
- 2.4.3 We also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities or required by the transport company involved.

## **2.5 Repatriation of mortal remains and funeral costs**

We reimburse the necessary additional costs that arise in the event of the death of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Germany up to the level of costs that would have been incurred for repatriation of mortal remains.

## **2.6 Hospital visit**

If it is clear that the insured person will have to stay in a hospital for longer than 14 days, we shall arrange, upon request, for a relative or friend of the insured person to travel to the location of the hospital and back to their place of residence, and we shall cover the transport costs for the round trip. This is, however, provided that the in-patient treatment has not been completed by the time the relative or friend arrives.

## **2.7 Follow-up liability**

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

## **3 Restrictions to insurance cover**

### **3.1 Deductible and restrictions of cover**

- 3.1.1 For the Economy tariff, the agreed deductible amounts to EUR 25 per insured event.
- 3.1.2 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, Advigon can reduce the benefits to a reasonable level.

### **3.2 Exclusions of cover**

We do not provide cover:

- 3.2.1 if you have wilfully brought about the insured event or attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
- 3.2.2 for treatment that was the sole reason or one of the reasons for commencing the trip;
- 3.2.3 for treatment and other measures ordered by a physician which the insured person knew to be necessary before their stay in the agreed scope of cover or at the time of taking out the insurance or which the insured person had to expect in the circumstances of which he or she was aware;
- 3.2.4 for such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Foreign Office of the Federal Republic of Germany – before the start of the journey – issues a warning against travel for the country in question;
- 3.2.5 for spa and sanatorium treatments, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services which were agreed in writing by the insurer before the start of treatment;
- 3.2.6 for addiction treatment, including withdrawal treatments;
- 3.2.7 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary due to an accident at the location; for illnesses it does not apply if you were visiting the spa or health resort only briefly and were not staying for the purposes of treatment;
- 3.2.8 for treatments by spouses, parents or children or by persons with whom you are living in your own home or in a home being visited; documented material costs will be reimbursed according to the plan selected;
- 3.2.9 for such illnesses, including their consequences or consequences of accidents caused by nuclear energy, or other interventions by authority;
- 3.2.10 for treatment or accommodation caused by infirmity, a need for care or custody;
- 3.2.11 for hypnosis, psycho-analytical and psycho-therapeutic treatment, provided no other regulations exist in the plan selected;
- 3.2.12 for dental implants, pivot teeth, bridges, crowns, bridges, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist in the plan selected;
- 3.2.13 for immunisation measures;
- 3.2.14 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;
- 3.2.15 for suicide, suicide attempts and their consequences;
- 3.2.16 for organ donations and their consequences.

## **4. General obligations and consequences of breaches of obligations**

### **4.1 Obligation to minimise costs**

You have a duty to keep the claim as low as possible and to avoid anything that could lead to an unnecessary increase in costs. If you are fit to be transported, you must agree to return transport to your place of residence or to the nearest suitable hospital to your place of residence, if we approve the return transport according to the type of illness and the necessity of treatment.

### **4.2 Obligation to provide information**

You must truthfully and promptly complete and return to us the claim form that we sent to you. If we consider it necessary, you

have a duty to allow an examination by a doctor appointed by us to take place.

#### **4.3 Obligation to provide proof**

You must submit the following proof, which thereby becomes our property:

- 4.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 4.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 4.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for medically expedient and reasonable return transport.
- 4.3.4 An official death certificate and a doctor's certificate which details cause of death, if costs of repatriation of mortal remains or burial are to be paid.
- 4.3.5 Further proof and receipts that we request in order to check our obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

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

- 4.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to us, provided that we will pay the damages. 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.
- 4.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to us if we have reimbursed the costs. If necessary, you have a duty to assist in pursuing the claims.

#### **4.5 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.

**Insurance terms and conditions for travel insurance**  
**VB-RS 2018 (SFE4-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 | 100%         | 100%        |
| <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 | 100%         | 100%        |

## 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 60 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, 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.

Head office:

Siegfried-Wedells-Platz 1 • D-20354 Hamburg

**Insurance terms and conditions for travel insurance**  
**VB-RS 2018 (SFE5-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.

| <b>HAFT Insured benefits for liability insurance</b>   |   |               |
|--|---|---------------|
| 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  |               |
| <b>Insured events</b>  |   |               |
| 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    |
| <b>Deductible</b>  |   |               |
| 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. |   |               |

| <b>UV Insured benefits for travel accident insurance</b> |                            |             |
|--|----------------------------|-------------|
| <b>Sums insured</b>                                      |                            |             |
| 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   |

| <b>RGV Insured benefits for travel luggage insurance</b>  |  |       |
|---|--|-------|
| <b>Scope of cover</b>   |  |       |
| 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. |  |       |
| <b>Insured events</b>   |  |       |
| 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        |       |
| <b>Sums insured</b>   |  | EUR   |
| For each insured damage event, we pay up to a maximum sum insured of  |  | 3,000 |
| <b>Compensation limits</b>  |  |       |
| 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.   |  |       |
| <b>Insured property</b>   |  |       |
| <b>Luggage</b> 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.   |  |       |
| <b>Sports equipment</b> , including accessories (but <u>excluding</u> engines), is only insured during periods when such equipment is not being used for its intended purpose.  |  |       |
| <b>Valuables</b> 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 60 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, 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 1.

#### **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, 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.

3.1.4 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 reparable 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.