

Insurance terms and conditions for travel insurance

VB-RKS 2021 (T-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 usually use the masculine form. This is always intended to include the feminine form.

Table of contents

Section A – General provisions.....	4
1 Insurance cover	4
1.1 Who is covered by insurance?.....	4
1.2 When does the insurance cover start?	4
1.3 When does the insurance cover end?	4
1.4 What trips are included under the insurance cover?.....	4
2 The insurance policy.....	4
2.1 By when does your policy need to be concluded?.....	4
2.2 For how long does your policy need to be concluded?.....	4
2.3 When do we pay compensation?	4
2.4 Which legislation applies to the insurance policy?.....	5
2.5 When do claims to benefits lapse?.....	5
2.6 What is the court of jurisdiction?.....	5
2.7 In what form should a statement that you make to us be?.....	5
3 Notes on the payment of the insurance premium	5
3.1 When does the premium need to be paid?.....	5
3.2 What are the legal consequences if payment is not made on time?.....	5
4 Restrictions to the insurance coverage.....	5
5 General notes for the claim.....	5
5.1 To whom can you direct the claim?.....	5
5.2 What general duties (obligations) do you have in the event of a claim?.....	5
5.3 What legal consequences result from failures of duty (breaches of obligations)?.....	5
Section B – Details of the individual insurance policies.....	5
RRV – Travel cancellation insurance.....	5
1 General rules applying to insurance cover.....	5
1.1 What benefits are insured?	5
1.2 Who is a risk person under this insurance policy?	6
1.3 What additional protection do you have for cruise ship bookings?.....	6
1.4 When do I have to pay a deductible?	6
2 What qualifies as an insured event?.....	6
3 What limitations of the insurance cover must be borne in mind?.....	7
3.1 Psychological reactions.....	7
3.2 War and other events.....	7
4 What requirements (obligations) must you comply with in the event of a claim?.....	7
4.1 Immediate cancellation.....	7
4.2 Proof of level of damage	7
4.3 Proof of insured events.....	7
4.4 Consequences of non-compliance with obligations	7
UG – Travel curtailment insurance.....	7
1 General rules applying to insurance cover.....	7
1.1 What benefits are insured?	7
1.2 Who is a risk person under this insurance policy?	8
1.3 When do I have to pay a deductible?	8
2 What qualifies as an insured event?.....	8
3 What limitations of the insurance cover must be borne in mind?.....	8
3.1 Psychological reactions.....	8

3.2	War and other events.....	8
4	What requirements (obligations) must you comply with in the event of a claim?	8
4.1	Proof of the level of damage.....	8
4.2	Proof of insured events.....	8
4.3	Consequences of non-compliance with obligations	8
	RKV – Travel health insurance	9
1	General rules applying to insurance cover.....	9
1.1	What is insured?.....	9
1.2	What is an insured event?.....	9
1.3	Where do you have insurance cover?	9
1.4	Which doctors and hospitals can you choose between?	9
1.5	What methods do we cover if you need to be examined and treated?.....	9
2	What are the benefits that we pay if an insured event occurs?	9
2.1	What do we pay if you are treated as an out-patient?	9
2.2	What do we pay if you are treated as an in-patient?.....	9
2.3	What do we pay if you have dental treatment?.....	9
2.4	What do we pay for medications, dressings, therapeutic products and aids?	9
2.5	What do we pay in the event of pregnancy?.....	10
2.6	What do we pay in the event of premature birth?	10
2.7	What do we pay in the event of transport home?.....	10
2.8	What do we pay in the event of rescue?.....	10
2.9	What do we pay if the insured person dies?	10
2.10	What do we pay if children need care?.....	10
2.11	What additional service do we provide?.....	10
2.12	When do you otherwise receive reimbursement for costs?	10
2.13	When will we extend your insurance cover beyond the end of the agreed period?.....	10
3	What do we not cover or only provide restricted cover?.....	11
3.1	In which cases can we reduce the payments to an appropriate amount?	11
3.2	When do we not provide cover?.....	11
4	What requirements (obligations) must you comply with in the event of an insured event?.....	11
4.1	Obligation to make immediate contact	11
4.2	Obligation to provide information.....	11
4.3	Consequences of non-compliance with obligations	11
	NFV. Emergency insurance.....	11
1	General rules applying to insurance cover.....	11
2	What qualifies as an insured event?.....	11
2.1	In the event of illness/accident and death within Germany	11
2.2	Travel curtailment or delayed return journey	12
2.3	In the event of criminal prosecution	12
2.4	In the case of a loss of money and documents.....	12
2.5	Booking changes/delays.....	12
2.6	Travel by bicycle.....	12
2.7	Guardian angel for your home	12
2.8	Guardian angel for your vehicle	12
2.9	Emergency message	13
3	What limitations of the insurance cover must be borne in mind?.....	13
4	What requirements (obligations) must you comply with in the event of a insured event?.....	13
4.1	Contacting our global emergency service	13
4.2	Repayment declaration for loans.....	13
4.3	Consequences of non-compliance with obligations	13
	UV – Travel accident insurance	13
1	What benefits are provided by your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?.....	13
1.1	Disability benefit	13
1.2	Death benefit	14
1.3	Costs for cosmetic surgery.....	14
1.4	Costs for search, recovery or rescue efforts.....	14
2	What qualifies as an insured event (accident)?.....	14
2.1	Definition of an accident.....	14
2.2	Extended accident definition.....	14
3	What restrictions to the insurance cover should be noted?.....	14

3.1	Illnesses and ailments	14
3.2	Contributing factors.....	14
3.3	Accidents excluded from cover	14
3.4	Excluded health impairments	15
4	What obligations does the insured person have after an accident?.....	15
HAFT – Travel liability insurance.....		15
1	What insured benefits are provided by your travel liability insurance?.....	15
1.1	Testing the claims made against you.....	15
1.2	Extension to rental material damage	15
2	What qualifies as an insured event?.....	15
3	What restrictions to the insurance cover should be noted?.....	16
3.1	Non-insured liability risks	16
3.2	Non-insured liability claims.....	16
3.3	Limitation of benefits.....	16
4	What should be borne in mind when a claim is made (obligations)?	16
4.1	Immediate notification of the incident.....	16
4.2	Immediate notification in the event of a legal dispute.....	16
4.3	Handover of proceedings	16
4.4	Cession of exercise of rights in the event of annuities.....	16
4.5	Conferment of authority.....	17
4.6	Consequences of non-compliance with obligations	17
RGV – Luggage insurance.....		17
1	What items are covered by your luggage insurance?.....	17
2	What insured benefits are provided by your luggage insurance?.....	17
3	What qualifies as an insured event?.....	17
4	What compensation limits should be kept in mind?.....	17
5	What restrictions to the insurance cover should be kept in mind?.....	17
5.1	Items and events not insured	17
5.2	Limitations of the insurance cover in the event of gross negligence.....	18
5.3	Limitations of the insurance cover for motor vehicles and pleasure boats and during camping arising through criminal actions by third parties.....	18
6	What should be borne in mind when a claim is made (obligations)?	18
6.1	Securing compensation claims against third parties.....	18
6.2	Police notification.....	18
6.3	Consequences of non-compliance with obligations	18
ARSBV – Motor vehicle breakdown insurance.....		18
1	What insured benefits are provided by your motor vehicle breakdown insurance?.....	18
1.1	Assistance at the scene of the damage.....	18
1.2	Delivery of spare parts	18
1.3	Transport of a motor vehicle following its breakdown.....	18
1.4	Scrapping a motor vehicle.....	18
1.5	Customs clearance of the motor vehicle.....	18
1.6	Reimbursement of additional travel expenses.....	18
2	What qualifies as an insured event?.....	18
2.1	Breakdown or accident.....	18
2.2	Theft.....	19
3	What limitations of the insurance cover must be borne in mind?.....	19
3.1	Age of the motor vehicle.....	19
3.2	Costs not covered.....	19
3.3	Driving without a driving licence	19
3.4	Damage not covered.....	19
4	What should be borne in mind when a claim is made (obligations)?	19
4.1	Contacting our global emergency service	19
4.2	Police notification.....	19
4.3	Consequences of non-compliance with obligations	19
AZV – Motorail train and ferry insurance.....		19
1	What insured benefits are provided by your motorail and ferry insurance?.....	19
1.1	Reimbursement of replacement costs	19
1.2	Reimbursement of repair costs.....	19
2	What qualifies as an insured event?.....	19
3	What limitations of the insurance cover must be borne in mind?.....	19

4	What requirements (obligations) must you comply with in the event of a claim?	19
Section C – Annex: Extract from the Insurance Contract Act.....		20
§ 19	Duty of disclosure	20
§ 28	Non-observance of an incidental obligation.....	20
§ 37	Delayed payment of first insurance premium.....	20
§ 86	Assignment of claims	20
Section D – Clarifications		20
Arbitration bodies		21

Sections A and C apply to all types of insurance. The individual insurance policies in Section B apply if they were included in the insurance certificate. Sections D apply to the travel cancellation insurance, travel curtailment insurance and emergency insurance.

Section A – General provisions

1 Insurance cover

1.1 Who is covered by insurance?

1.1.1 The persons covered are those specified by name in the insurance policy or the group of persons specified in the insurance policy.

1.1.2 Unless otherwise agreed:

- Couples insurance applies to 2 persons.
- Family insurance applies
 - to at most 2 adults and
 - at least 1 accompanying child (no more than 7 children) up to their 21st birthday.

It is not necessary for the persons

- to be related to each other
- to share residence.

1.1.3 Newborn infants of insured persons shall be included in the health insurance policy after birth, on the same plan as their parents. This is subject to the following conditions:

- you took out travel health insurance with us through this policy; and
- the insurance contract was concluded at least 3 months earlier without interruption; and
- the newborn is insured with us within 2 months of the day of birth with retrospective effect; and
- no other insurance cover exists for the newborn.

1.2 When does the insurance cover start?

Your insurance cover will commence

- in the travel cancellation insurance with the conclusion of the contract.
- In the travel curtailment insurance when you board
 - the means of transport that was booked and insured or
 - the booked and insured room.
- in the travel health insurance by leaving the country (crossing the border) of your permanent residence.
- in the other insurance when the trip starts. The trip is considered to have started when you leave your home.

If you have booked several legs of travel or several partial travel services, the entire trip is considered to have started as soon as you have started the first leg.

1.3 When does the insurance cover end?

1.3.1 Your insurance cover for travel cancellation insurance will end

- when you board the booked and insured means of transport or room or
- if the insured event occurs, or when the trip is cancelled.

For the other insurance policies, the end of cover is specified in the insurance certificate. However, it ends no later than the conclusion of the trip or for the travel health insurance with the return (crossing the border) in to the country of your permanent residence.

1.3.2 Is your trip lasting longer than originally planned? If this not your fault, we will extend your insurance cover until the end of the trip.

1.4 What trips are included under the insurance cover?

1.4.1 The insurance cover applies to travel to the areas specified in the insurance certificate.

1.4.2 We define a trip as temporary absence from your permanent residence.

2 The insurance policy

2.1 By when does your policy need to be concluded?

2.1.1 Travel cancellation insurance must be concluded up to 30 days before the start of the trip and no later than the 3rd working day after the trip is booked.

2.1.2 In the case of other insurance policies, the policy must be taken out prior to departure.

2.1.3 If you fail to meet these deadlines, the policy and the insurance cover will not come into effect even if the premium has been paid.

2.2 For how long does your policy need to be concluded?

The policy must cover the entire duration of the trip. It is not permitted to take out insurance for shorter periods of time or just for legs of the trip. When taking out insurance, please ensure that you correctly state the start and end date for the trip.

Please note: False information may result in us withdrawing from the insurance contract and in the loss of your insurance cover. In this, we comply with the regulations of Section 19 of the Insurance Contract Act (VVG). You will find this in the appendix.

2.3 When do we pay compensation?

2.3.1 We will pay within 2 weeks. This is subject to the following conditions:

- that our obligation to pay, the reasons and the amount have been determined.
- that the necessary evidence – which becomes our property – is available.

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

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

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

2.3.3 You may have insurance cover for trips from other insurers as well. This may for example be the statutory health insurance or another private insurer. If you consequently have claims against other insurers, these take priority.

You are not entitled to more benefit in total than the costs actually incurred. If you have a claim for benefit from several

insurers. you can choose the insurer from whom you make the claim.

If you make the claim from us first, we will reimburse you the costs insured by this tariff. We will then clarify with the other insurers whether and how they participate in the costs. We do not require the sharing of costs with private health insurance if this would disadvantage you, e.g. through loss of the premium refund.

You can read further information on this in clause A.5.2.3.

2.4 Which legislation applies to the insurance policy?

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

Note on data protection: We store your personal data to fulfil our obligations under the contract. For further information on data protection and your rights, please refer to www.hmr.v.de/datenschutz/information or contact us. We will be happy to provide you with a copy.

2.5 When do claims to benefits lapse?

Any claims arising from this insurance contract expire by limitation in 3 years. The expiry is measured from the end of the year in which the claim can be made. If you have made a claim, the expiry period is suspended until our decision is sent to you.

2.6 What is the court of jurisdiction?

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

- where we have our headquarters,
- where you have your place of residence,
- where you are normally present, if you do not have a fixed place of residence.

2.7 In what form should a statement that you make to us be?

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

3 Notes on the payment of the insurance premium

3.1 When does the premium need to be paid?

The premium is payable immediately upon conclusion of the contract. If you have agreed with us to take a premium from an account, we will collect it as soon as we receive your direct debit mandate. This payment is considered to be on time

- if we can collect the premium and
- if collection of the correct payment is not disputed.

If we are unable to collect the premium for a reason beyond your control, the payment shall still be considered on time if payment is made immediately upon receipt of our payment request.

3.2 What are the legal consequences if payment is not made on time?

If the premium is not paid on time, the provisions of § 37 of the Insurance Contract Act (see Part C) apply.

This means that

- the insurance cover shall not commence until the premium is paid.
- if the premium remains unpaid upon occurrence of the insured event, we will not be obliged to pay benefits.
- we will be entitled to terminate the contract so long as the premium remains unpaid. We cannot withdraw from the contract if you can demonstrate that the reason for non-payment is beyond your control.

4 Restrictions to the insurance coverage

We do not provide cover if:

- you 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.

- you have caused the damage intentionally.

Note: please see also the restrictions in insurance cover for the individual insurance policies in Section B.

5 General notes for the claim

5.1 To whom can you direct the claim?

In emergency, our 24-hour emergency call service is here to help you. You can reach it at any time from anywhere in the world. You can send your claims in any form to:

HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, Postfach, 20352 Hamburg

email: reiseleistung@hansemerkur.de.

For travel cancellation insurance, travel curtailment insurance (holiday guarantee) and travel health insurance, you can also use our online form <https://mein-hmr.v.de/service/schaden-meldung/>.

5.2 What general duties (obligations) do you have in the event of a claim?

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

5.2.2 All information about the claim that you provide must be truthful and complete. You must provide us with any information and suitable proof that we need in order to determine

- whether an insured event has occurred and
- whether and to what extent we will pay benefits.

5.2.3 Compensation claims against third parties shall be transferred to us as per the statutory regulation and up to the amount of the benefit paid. We shall ensure that this does not disadvantage you. You are also obligated to assist, if necessary, in asserting the claim for compensation.

Note: Please also refer to the obligations to be observed under the various types of insurance policies set out in Section B.

5.3 What legal consequences result from failures of duty (breaches of obligations)?

If you fail in one of the duties specified above or breach the obligations of the individual insurance policies in Section B, we will be entirely or in part freed from liability. In this, we comply with the regulations of § 28 (2-4) of the Insurance Contracts Act (VVG). You will find these in Section C.

Section B – Details of the individual insurance policies

(depending on the extent of insurance selected)

RRV – Travel cancellation insurance

1 General rules applying to insurance cover

The sum insured must be at least the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance).

1.1 What benefits are insured?

Unless otherwise regulated below, the following benefits are limited to the amount of the agreed sums insured in the event of an insured event.

1.1.1 Cancellation costs

If you do not start the trip or a seminar, we will pay

- the return travel costs you are contractually required to pay; and
- agency fees, insofar as these were already charged to you when booking and you included them in the sum insured.

1.1.2 Additional expenses for the outbound journey and unused travel services

Have you been delayed in starting the trip? We will reimburse you for the additional outbound journey costs of the type and quality originally booked.

If, in deviation to the booked trip, it is necessary to use other means of transport, we will reimburse the most cost-effective additional cost of the outward journey.

Have you failed to benefit from booked and insured travel services due to late departure? We will reimburse you for the costs of these travel services. If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we reimburse the unused travel days in proportion to the overall length of the trip. The compensation in this case is calculated as follows:

$$\text{Compensation} = \frac{\text{Unused travel days}}{\text{Original length of the trip}} \times \text{price paid for the trip}$$

The days of departure and return are counted as full travel days.

We shall reimburse the additional outbound journey costs and unused travel services up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

1.1.3 Costs of changing bookings

If you change the booking for your trip, we will reimburse you for the rebooking costs arising from such. We shall reimburse these up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

Are you rebooking the flight up to 42 days before the start of the trip, without an insured event having occurred? We will reimburse the rebooking costs up to EUR 30.00 per person or room.

1.1.4 Single room supplements

Have you booked a double room with a person at risk who has to cancel the trip due to an insured event? We will reimburse you for

- the supplement for a single room and further rebooking fees or
- the share of costs for a double room for the person who has cancelled.

The reimbursement is limited to the amount of cancellation costs that would be incurred if the booking were entirely cancelled.

1.2 Who is a risk person under this insurance policy?

As risk person we define:

- persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family plans, more than 2 families book a trip together.
- your relatives and the relatives of your spouse or life partner. This includes:
 - spouse or life partner
 - children, adoptive children, stepchildren, foster children
 - parents, adoptive parents, step-parents, foster parents, grandparents
 - siblings, grandchildren, sons-/daughters-in-law, brothers-/sisters-in-law
 - aunts, uncles, nephews and nieces
- individuals who look after minors or your dependent relatives who are not travelling with you
- travelling companions for group travel, if separately agreed

1.3 What additional protection do you have for cruise ship bookings?

Did you miss the sailing of a cruise ship due to a delay to public transport lasting more than 2 hours? We will reimburse you for the provable additional travel costs to join the ship, of the type and quality originally booked. We pay up to the amount of cancellation costs that would be incurred if the trip were immediately cancelled. The compensation is limited to EUR 1,500 per person.

1.4 When do I have to pay a deductible?

- Unless we have otherwise agreed in the insurance certificate,
- the deductible applies if
 - the insured event arises due to unexpected serious illness and
 - the unexpected serious illness was treated on an out-patient basis.
 - the deductible amounts to
 - 20% of the recoverable loss
 - subject to a minimum of EUR 25 per insured person or room

2 What qualifies as an insured event?

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

- as a consequence, you do not make the trip.
 - as a consequence, you do not make the trip on time.
 - as a consequence, you rebook the trip.
- There is an insured event

- 2.1 in the case of an unexpected serious illness. Please see our explanations regarding this in Section D.
- 2.2 in the case of death.
- 2.3 in the case of severe injury due to accident.
- 2.4 in the case of pregnancy or complications during pregnancy.
- 2.5 if a prosthesis is broken.
- 2.6 if implanted joints are loosened.
- 2.7 if you react adversely to a vaccination or cannot tolerate a vaccination.
- 2.8 if you donate or receive organs or tissues (living donation) under the terms of the Organ Transplant Act.
- 2.9 in the case of substantial damage of at least EUR 2,500.00 to your property due to
 - fire,
 - burst water pipes,
 - natural events or
 - criminal acts by third parties (e.g. burglary).
- 2.10 in the case of an unexpected court summons. This applies if the responsible court does not accept your travel reservation as a reason to postpone the summons.
- 2.11 in the case of adoption of an underage child, if the date of your attendance to complete the adoption falls within the period of travel.
- 2.12 in the case of an unexpected termination of the employment contract by the employer for operational reasons.
- 2.13 In the event of the unexpected start of an employment or training relationship subject to social security contributions of at least 15 hours per week. Insurance is also provided for work with additional expenses compensation (EUR 1 jobs).
- 2.14 In the event of unexpected reduced hours work due to the economic situation, which results in a reduction in your working hours of at least 1½ months (e.g. by 50% for 3 months or by 25% for 6 months).
- 2.15 in the case of a change in employer. This applies if
 - the insured trip falls within the probationary period.
 - the insured trip falls within the first 6 month into the new job.
 - the insurance was taken out before you became aware of the change.
- 2.16 in the case of an examination
 - in a school,
 - in a university,
 - in a technical high school,
 - in a college

that you do not pass and wish to repeat. This applies if the repeat examination

 - occurs during the insured travel time or
 - occurs up to 14 days after the trip.

- 2.17 in the case of failure to advance to the next grade or to be admitted to an exam, if this relates to a school or class trip.
- 2.18 in the case of unexpected start to
 – your national voluntary service,
 – your voluntary social service year,
 – your voluntary ecological year.
 This applies if the costs of cancellation are not assumed by a funding agency.
- 2.19 if you miss your insured means of transport due to
 – delay to domestic German public transport lasting more than 2 hours or its cancellation. Public transport is defined as all air, land and water vehicles authorised for the transport of the public. The following are not considered to be public transport:
 – means of transport that are part of round trips/return flights,
 – hired vehicles,
 – taxis,
 – cruise ships.
 – a traffic accident during your journey to the start of the trip, in which you or involved as a driver or passenger.
- 2.20 if the dog or cat registered for the trip
 – has an unexpected and serious illness.
 – sustains severe injury due to an accident.
 – has an adverse reaction to a vaccination.
 – dies.

3 What limitations of the insurance cover must be borne in mind?

3.1 Psychological reactions

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

- terrorist attacks,
- aircraft or bus accidents,
- the fear of civil unrest,
- acts of war,
- natural events,
- illnesses or epidemics.

3.2 War and other events

We do not pay benefits if the insured event is caused by:

- war,
- civil war,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation by official action,
- other official action,
- active participation in violence during a public assembly or demonstration.

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

4.1 Immediate cancellation

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

4.2 Proof of level of damage

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

4.3 Proof of insured events

To prove the occurrence of an insured event during the insured period, please send us all original documentation suitable for this.

If events require a medical certificate as proof, this must:
 – be obtained before the cancellation; and

- confirm an examination prior to cancellation, late arrival or rebooking; and
 - include diagnosis and treatment data.
- If we consider it necessary, you must:
- release the person responsible for treatment from the duty of confidentiality.
 - allow an examination by a doctor appointed by us.

4.4 Consequences of non-compliance with obligations

If you breach one of these obligations, the legal consequences are stated in clause A.5.3.

UG – Travel curtailment insurance

1 General rules applying to insurance cover

The sum insured must be at least the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance). If a rate model is taken out that is contingent upon the price of the trip, the sum insured amounts to EUR 2,000 for individuals travelling alone and EUR 4,000 for couples/families.

1.1 What benefits are insured?

If an insured event occurs, the benefits below are insured. Unless otherwise stipulated by the following provisions, the reimbursement of the costs is limited to the quality of the trip insured.

1.1.1 Additional return travel costs

Do you have to curtail the trip or delay your return from the trip? We shall reimburse you for the proven additional return travel costs.

The insurance also covers any directly related additional costs, e.g. the cost of accommodation and meals.

Is return by aircraft necessary, contrary to the booked trip? We reimburse the cost of a seat in the lowest class of the aircraft.

1.1.2 Unused travel services

The following compensation is limited to the agreed sums insured.

a) If the trip is curtailed during the first half of the insured trip, though in no more than the first 8 days of the trip, we reimburse the insured travel costs. We will reimburse you for unused travel services if you must curtail your trip during the second half of your trip (at the latest from the 9th day of the trip).

b) If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we reimburse the unused travel days in proportion to the overall length of the trip. The compensation in this case is calculated as follows:

$$\text{Compensation} = \frac{\text{Unused travel days}}{\text{Original length of the trip}} \times \text{price paid for the trip}$$

The days of departure and return are counted as full travel days. If you have purchased insurance only for outward and return travel tickets and/or airfare, the unused travel services are not covered by the insurance cover.

1.1.3 Additional expenses to reach your destination if you have to interrupt your journey

Are you interrupting a round trip or cruise? We will reimburse the necessary transport costs from the place of interruption to rejoin the travel group. We will only replace the costs up to the amount which would be incurred if the trip were prematurely curtailed.

1.1.4 Additional accommodation costs

Do you have to delay your return from the trip? We will reimburse the additional costs for accommodation up to the limit of your sum insured, if

- an accompanying insured person is unable to travel due to an insured event.
- one of the events listed in clause 2.14 occurs.

1.2 Who is a risk person under this insurance policy?

As risk person we define:

- persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family plans, more than 2 families book a trip together.
- your relatives and the relatives of your spouse or life partner. This includes:
 - spouse or life partner
 - children, adoptive children, stepchildren, foster children
 - parents, adoptive parents, step-parents, foster parents, grandparents
 - siblings, grandchildren, sons-/daughters-in-law, brothers-/sisters-in-law
 - aunts, uncles, nephews and nieces
- individuals who look after minors or your dependent relatives who are not travelling with you
- travelling companions for group travel, if separately agreed

1.3 When do I have to pay a deductible?

Unless we have otherwise agreed in the insurance certificate,

- the deductible applies if
 - the insured event arises due to unexpected serious illness and
 - the unexpected serious illness was treated on an out-patient basis.
- the deductible amounts to
 - 20% of the recoverable loss
 - subject to a minimum of EUR 25 per insured person or room

2 What qualifies as an insured event?

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

- you do not continue your trip as planned or
- you do not end your trip as planned.

There is an insured event

- 2.1 in the case of an unexpected serious illness. Please see our explanations regarding this in Section D.
- 2.2 in the case of death.
- 2.3 in the case of severe injury due to accident.
- 2.4 in the case of pregnancy or complications during pregnancy.
- 2.5 if a prosthesis is broken.
- 2.6 if implanted joints are loosened.
- 2.7 if you react adversely to a vaccination or cannot tolerate a vaccination.
- 2.8 if you donate or receive organs or tissues (living donation) under the terms of the Organ Transplant Act.
- 2.9 in the case of substantial damage of at least EUR 2,500.00 to your property due to
 - fire or
 - burst water pipes or
 - natural events or
 - criminal acts by third parties (e.g. burglary).
- 2.10 in the case of an unexpected court summons. This applies if the responsible court does not accept your absence as a reason to postpone the summons.
- 2.11 in the case of adoption of an underage child, if the date of your attendance to complete the adoption falls within the period of travel.
- 2.12 if you miss your insured means of transport due to
 - delay to public transport lasting more than 2 hours or its cancellation. Public transport is defined as all air, land and water vehicles authorised for the transport of the public. The following are not considered to be public transport:

- means of transport that are part of round trips/return flights,
- hired vehicles,
- taxis,
- cruise ships.
- a traffic accident during your journey to the start of the trip, in which you or involved as a driver or passenger.

- 2.13 if the dog or cat accompanying the journey

- has an unexpected and serious illness or
- sustains severe injury due to an accident or
- has an adverse reaction to a vaccination.
- dies.

- 2.14 in the event of avalanches, landslides, floods, earthquakes or hurricanes in your resort.

3 What limitations of the insurance cover must be borne in mind?

3.1 Psychological reactions

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

- terrorist attacks,
- aircraft or bus accidents,
- the fear of civil unrest,
- acts of war,
- natural events,
- illnesses or epidemics.

3.2 War and other events

We do not pay benefits if the insured event is caused by:

- war,
- civil war,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation,
- other official action,
- active participation in violence during a public assembly or demonstration.

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

4.1 Proof of the level of damage

You must submit to us the original of all receipts showing the level of damage, e.g. the booking confirmations or proofs of additional costs.

4.2 Proof of insured events

To prove the occurrence of an insured event during the insured period, please send us all original documentation suitable for this.

If events require a medical certificate as proof, we require a certificate that must:

- include the diagnosis; and
- include the treatment date; and
- be issued at the place of stay.

If we consider it necessary, you must

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

4.3 Consequences of non-compliance with obligations

If you breach one of these obligations, the legal consequences are stated in clause A.5.3.

RKV – Travel health insurance

1 General rules applying to insurance cover

1.1 What is insured?

We provide benefits in the event of an insured event occurring abroad.

1.2 What is an insured event?

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

- pregnancy and childbirth, if the pregnancy started after the beginning of insurance cover.
- medically necessary treatments for complaints during pregnancy.
- premature birth up to the 36th week of pregnancy.
- miscarriages.
- medically necessary abortions.
- death.

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

1.3 Where do you have insurance cover?

Insurance protection covers travel abroad within the scope agreed in the contract. "Abroad" excludes the country where you reside.

1.4 Which doctors and hospitals can you choose between?

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

- doctors,
- dentists,
- alternative practitioners,
- chiropodists,
- osteopaths and
- hospitals.

The precondition is that these

- charge fees based on the relevant official, applicable fee schedule – if available – or
- based on fees generally charged in the local area.

The hospital in the current location must

- be recognised and authorised and
- be under continuous medical management and
- have sufficient diagnostic and therapeutic facilities and
- manage case histories.

1.5 What methods do we cover if you need to be examined and treated?

We cover

- examinations,
 - treatment,
 - medication,
- recognised by conventional medicine. We also cover other methods and medications,
- which have proved equally effective in practice or
 - which are only available in the absence of conventional medicine.

These methods include e.g.

- homeopathic treatment or
- anthroposophical medicine or
- herbal treatment.

In such cases we can, however, reduce the payments to the amount that would have been incurred by the use of available conventional medicine.

2 What are the benefits that we pay if an insured event occurs?

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

We reimburse the costs for

- transport
- to the nearest doctor who can be reached or
- to the nearest suitable hospital that can be reached and
- return to the accommodation.
- the treatment.

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

Where necessary, we will give the hospital a guarantee to assume the costs through our worldwide emergency call service.

We reimburse the costs for

- 2.2.1 transport
- to the nearest suitable hospital that can be reached and
- return to the accommodation.
- 2.2.2 treatment including accommodation, food and care in the hospital.
- 2.2.3 accommodation and food for an accompanying person in the hospital, if the insured person is less than 18 years old.
- 2.2.4 a hospital visit if it is clear that you will have to stay in a hospital for longer than 5 days.

If requested, we will in this case arrange for

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

This is, however, provided that you are still in hospital by the time the relative or friend arrives.

- 2.2.5 If the booked trip has to be interrupted or extended because you require treatment in hospital, we will reimburse the insured travel companions for additional accommodation costs for up to 10 days. The total amount for this is limited to EUR 2,500.00.

In the event of in-patient treatment, you can also decide:

- to receive reimbursement from us for the payments listed above (2.2.1–2.2.5)

or

- a daily allowance of EUR 50.00 per day from us for a maximum of 30 days from the start of the in-patient treatment.

The decision must, however, be made at the beginning of the in-patient treatment.

2.3 What do we pay if you have dental treatment?

We reimburse the costs for

- pain-relieving preservative dental treatments,
- simple fillings,
- provisional dental prosthesis services,
- repairs of existing dental prostheses.

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

When they are prescribed by one of the individuals or bodies listed in clause 1.4, we pay for medically necessary

- 2.4.1 Medications and surgical dressings. You need to obtain medications from the pharmacy. Medication does not include the following, even if prescribed:
 - nutritional products and tonics or
 - cosmetic preparations.
- 2.4.2 Therapeutic products. This means

- radiation therapy, light therapy and other physical treatments,
- massages,
- medicinal packs,
- inhalations,
- physiotherapy.

2.4.3 Aids in basic form, if these are required to provide temporary support for the duration of the insured journey. We will reimburse the rental cost for these aids. If a rental is not possible, we will refund the purchase price. We do not reimburse costs for visual aids and hearing aids.

2.5 What do we pay in the event of pregnancy?

We reimburse the costs

- for examinations and/or treatment by a doctor for pregnancy complications.
- in the case of miscarriage.
- for childbirth before the end of the 37th week of pregnancy, if the pregnancy started after the beginning of insurance cover.

If the pregnancy started after the beginning of insurance cover, we also reimburse the costs for

- 5 pregnancy check-ups
- childbirth.

We also reimburse examination and treatment costs by midwives or childbirth assistants if the costs are not also charged by a doctor.

2.6 What do we pay in the event of premature birth?

In the absence of any other insurance cover for premature births up to the end of the 37th week of pregnancy, we shall reimburse the costs of the necessary treatment of a newborn child.

We grant this benefit:

- for the period until ability to travel is regained for mother and child; or
- until inclusion in this insurance policy in accordance with the regulations of section 1.1.3 in Part A of these insurance terms and conditions.

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

Do you need to be transported back to the closest suitable hospital to your home? We will organise this and reimburse the costs, if one of the following preconditions is met:

- The return journey is medically reasonable and appropriate.
- The doctor providing the treatment believes that the hospital treatment abroad is likely to exceed 14 days.
- Further treatment abroad is likely to cost more than the repatriation.

We will also assume the cost of transport for an accompanying fellow-traveller.

We reimburse the costs for the cheapest suitable means of return transport.

2.8 What do we pay in the event of rescue?

Following an accident, have you incurred costs for search, recovery or rescue efforts by public or privately organised rescue services? We will reimburse the costs for this up to EUR 5,000.00.

2.9 What do we pay if the insured person dies?

We organise the repatriation of mortal remains to the permanent place of residence and assume the costs for this. Alternatively, we reimburse the costs for a funeral of the deceased in the country of travel. However, we only reimburse at most the costs that would have been incurred by repatriation of mortal remains.

2.10 What do we pay if children need care?

Can all the accompanying persons looking after a child not continue or end the trip as planned due to the occurrence of

an insured event? We will organise and pay for the support of the insured minors so that they can

- continue the trip or
- break off the trip.

We also cover the additional return travel costs of the children.

2.11 What additional service do we provide?

2.11.1 Telephone costs in contacting the emergency assistance hotline

If an insured event occurs, we will reimburse the telephone costs incurred by you when calling HanseMerkur's emergency assistance hotline.

2.11.2 Delivery of medications

Have you lost prescribed medications during the journey? We will obtain replacements in consultation with your GP and send them to you. At your request, we will specify substitute medication that is available locally. You are responsible for the costs for obtaining the medication. You must reimburse them to us within 1 month of the end of the trip.

2.11.3 Information about nearby local doctors or hospitals

If there is an insured event, we will inform you about possible medical treatment. As far as possible, we will provide you with details of a German- or English-speaking doctor. Call our worldwide emergency assistance hotline.

2.11.4 Exchange of information between doctors

Are you being treated as an in-patient? At your request to the emergency assistance hotline, we will facilitate contact between

- a doctor appointed by us and
- your GP and
- the hospital doctors providing treatment.

We will transfer the information between the doctors involved during the hospital stay. On request, HanseMerkur will also inform your relatives.

2.11.5 Retrieval of luggage

Have all the insured adults been repatriated or died? Then we will organise the collection of the luggage and assume the costs for this.

2.11.6 Psychological support

Are you in a difficult situation? We provide you with psychological support via our emergency call service and, if possible, refer you to a German-speaking or English-speaking psychotherapist. Psychoanalytical and psychotherapeutic treatment are not insured.

2.11.7 Medical interpretation service

Did you not understand the medical terms used by your attending physician? We explain the diagnosis and other medical terms to you via our emergency call service.

2.12 When do you otherwise receive reimbursement for costs?

You pass all treatment costs first to another service insurer participating in the reimbursement of costs. Then we will reimburse

- in the case of in-patient hospital treatment a daily hospital allowance of EUR 50 for a maximum of 14 days.
- in the case of out-patient treatment (irrespective of the number of treatments and illnesses), a one-time amount of EUR 25.00.

2.13 When will we extend your insurance cover beyond the end of the agreed period?

Your treatment abroad lasts longer because

- your illness requires treatment beyond the original end of insurance cover and
- you are not fit enough to be transported home.

In this case, we will extend the length of your insurance cover until you are able to be transported. The necessary repatriation is then also insured.

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

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

We can reduce the payments to an appropriate amount if

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

If you do not use conventional medicine, we can reduce our payments to the amount that would have been incurred by the use of available conventional methods or medications. (More details on this can be found in clause 1.5.)

3.2 When do we not provide cover?

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

- 3.2.1 for treatments
 - that were the sole reason or
 - one of the reasons for making the journey.
- 3.2.2 for treatments
 - whose necessity was evident before the start of the journey and
 - were due to an illness that already had been medically diagnosed when the journey started.

Exception:

If the trip was undertaken due to the death of your spouse or a relative of the first degree.

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

Exception:

These treatments are made following in-patient treatment due to

- a severe stroke,
- a serious myocardial infarction or
- a serious illness of the skeleton (disk operation, hip replacement)

and they serve to reduce the length of stay in the hospital. In these cases, you have insurance cover, if

- you inform us of the planned stay before the treatment and
- we have agreed to the treatments in writing.

- 3.2.5 for addiction treatment, including withdrawal.
- 3.2.6 for out-patient treatment in a spa or health resort.

Exception:

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

- 3.2.7 for treatments by
 - spouses,
 - parents,
 - children,
 - persons with whom you are living in your own home or a home being visited.

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

- 3.2.8 for treatments or accommodation due to
 - infirmity,
 - need for care or
 - dependency.
- 3.2.9 for psychoanalytical and psychotherapeutic treatments.

- 3.2.10 for
 - pivot teeth,
 - inlays,
 - crowns,
 - orthodontic treatments,
 - prophylactic services,
 - dental splints and tracks,
 - function analytical and function therapeutic treatments and
 - implant treatment.

- 3.2.11 for immunisation or precautionary measures.

Exception:

An exception is the pregnancy check-ups included under clause 2.5.

4 What requirements (obligations) must you comply with in the event of an insured event?

4.1 Obligation to make immediate contact

Please contact our emergency assistance hotline without delay

- in the case of in-patient treatment in a hospital.
- before extensive diagnostic and therapeutic measures are commenced.

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

4.2 Obligation to provide information

You must complete in full and return our claim form.

If we consider it necessary, you are obliged to allow an examination by a doctor appointed by us.

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

- 4.2.1 Original receipts
 - with the name of the person treated,
 - the identification of the illness and
 - the treatment provided by
 - type,
 - the location and
 - the period of treatment.
- If other insurance cover for treatment costs is available and if this is used first, then copies of invoices are sufficient as evidence. These must be annotated to show which items have been reimbursed.
- 4.2.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 4.2.3 An official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.
- 4.2.4 Other evidence and receipts that we need in order to check our duty to provide benefits. This applies only if obtaining this documentation can be reasonably expected of you.

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

NFV. Emergency insurance

1 General rules applying to insurance cover

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

2 What qualifies as an insured event?

2.1 In the event of illness/accident and death within Germany

- 2.1.1 Patient return to area of residence

- If you are treated as an in-patient for at least 5 days,
- we will at your request organise ambulance transport from the location of the in-patient treatment to the nearest suitable hospital to your home.
 - we will assume the additional costs incurred in relation to the originally planned return trip up to EUR 2,500.00.
- We only pay when fitness to travel is proved.

2.1.2 Rescue costs

Following an accident, have you incurred costs for search, recovery or rescue efforts by public or privately organised rescue services? We will reimburse the costs for this up to EUR 5,000.00.

2.1.3 Cost of repatriation of mortal remains

We organise the repatriation of mortal remains to the permanent place of residence and assume the costs for this.

2.1.4 Funeral costs

We assume the costs for a burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains.

2.2 Travel curtailment or delayed return journey

If the booked trip cannot be completed as planned by you for insured reasons,

- we will organise the return trip.
 - we will grant a loan for additional costs incurred in excess of the cost of the originally planned return trip.
- Insured reasons are:

2.2.1 Death, serious injury caused by an accident, or an unexpected serious illness. Please see our explanations regarding this in Section D. Insurance cover is available if

- you yourself or
- a person at risk are affected. As persons at risk we define
- persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family plans, more than 2 families book a trip together.
- your relatives and the relatives of your spouse or life partner. This includes:
 - spouse or life partner
 - children, adoptive children, stepchildren, foster children
 - parents, adoptive parents, step-parents, foster parents, grandparents
 - siblings, grandchildren, sons-/daughters-in-law, brothers-/sisters-in-law
 - aunts, uncles, nephews and nieces
- individuals who look after minors or your dependent relatives who are not travelling with you

2.2.2 Your abduction or the abduction of the tour guide. The granted loan in the case of an abduction is limited to a maximum of EUR 10,000.00 per insured person.

2.3 In the event of criminal prosecution

We will grant a loan for the costs listed below.

2.3.1 arrest or the threat of arrest

- If you are arrested or threatened with arrest,
- we will assist in finding a lawyer and/or interpreter.
 - If this occurs, we will provide a loan for the respective court, legal and interpreting costs, up to an amount of EUR 3,000.00.

2.3.2 Loan for bail

We will provide up to EUR 15,000.00 as a loan to cover any bail which may be demanded from you by the authorities.

2.4 In the case of a loss of money and documents

2.4.1 Loss of travel money

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

- theft or
- robbery or
- other loss

we will contact your bank via our emergency assistance service.

- If necessary, we will help in transferring an amount made available to you by the bank.
- If it is not possible to contact the bank within 24 hours, we provide you with a loan up to an amount of EUR 500 via our emergency assistance service.

2.4.2 Loss of credit and EC/Maestro debit cards

In the event of loss of credit or debit cards, we will assist you 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.

2.4.3 Loss of travel documents

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

2.5 Booking changes/delays

If you get into difficulty

- because you miss a booked transport service or
 - because the booked transport is delayed or cancelled,
- we will assist you in changing the booking. The costs of changing the booking and the increased travel costs shall be borne by you. At your request, we will notify third parties of the changes to the planned itinerary.

2.6 Travel by bicycle

2.6.1 Bicycle breakdown

If the journey cannot be continued due to a breakdown or accident involving the bicycle used by you on the trip,

- we will cover the repair costs up to EUR 75.00 to allow you to continue the journey or
- if the bicycle cannot be repaired at the scene of the breakdown, we will either reimburse the additional cost of the journey to the starting point or to the final destination of the day's stage up to an amount of EUR 75.00 per insured event.

Tyre damage is not covered.

2.6.2 Bicycle theft cover

If the journey cannot be continued as planned due to the theft of the bicycle used by you on the trip, we will assume the additional costs

- to return home or
- to return to the start of the trip or
- to travel to the destination for that day's stage of the trip up to EUR 250 per insured event.

2.7 Guardian angel for your home

We will organise your travel back to your place of residence and your return to the holiday destination and bear the additional travel costs, if you must curtail or interrupt your trip due to substantial damage (minimum of EUR 2,500.00) to your property at your place of residence caused by

- fire or
- burst water pipes or
- natural events or
- criminal acts by third parties (e.g. burglary).

The costs will be reimbursed based on the type and quality of the trip originally booked. If you need to make emergency repairs or emergency replacement purchases for your property at your place of residence, we shall provide you with an amount of EUR 500 upon presentation of invoices and evidence showing that the replacement purchases were necessary.

2.8 Guardian angel for your vehicle

In the event of substantial claim for damages (a minimum of EUR 2,500.00) sustained by your private car after it was left behind on the day of departure at your place of residence or parked in a car park (e.g. at the airport) for the duration of your holiday in order to travel to the holiday destination using other means of transport, we will reimburse you for the deductible charged by the provider of your comprehensive or partially comprehensive damage insurance, up to EUR 500.00.

2.9 Emergency message

If you cannot be reached during the trip, we will organise an alert message (e.g. via radio) and will cover the cost of this.

3 What limitations of the insurance cover must be borne in mind?

We do not pay benefits if the insured event is caused by

- war or
- civil conflict or
- warlike events or
- civil unrest or
- strikes or
- nuclear energy or
- seizure or
- confiscation or other official action or
- active participation in violence during a public assembly or demonstration

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

4.1 Contacting our global emergency service

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

4.2 Repayment declaration for loans

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

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

UV – Travel accident insurance

1 What benefits are provided by your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?

1.1 Disability benefit

Disability is defined as permanent damage due to an accident to

- physical or
- mental ability

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

If you suffer disability due to an accident, we will pay the disability benefit up to the level of the agreed sums insured. The sum insured is, unless otherwise agreed:

EUR 40,000.00 for adults and

EUR 10,000.00 for children up to the age of 18.

In the case of policies for land-based travel (e.g. car, train and bus trips) disability benefits are not covered.

The following deadlines and other preconditions apply to disability benefit.

1.1.1 The disability must occur within 15 months of the accident and be confirmed in writing by a doctor.

1.1.2 You must notify us of the disability claim within 6 months of the disability being identified. If you miss this deadline, any right to disability benefit lapses.

1.1.3 Should you die as a result of the accident within 1 year of the accident, no entitlement to disability benefit shall exist. In this event, we pay a death benefit (clause 1.2), if this has been agreed.

1.1.4 You receive the disability benefit as a one-time payment. The bases for the calculation of the benefit are the agreed sums insured and the level of disability caused by the accident.

1.1.5 The level of disability is based on the disability rating below, if the body parts or sensory organs are referred to there, and otherwise on the extent to which the normal physical or mental capacity has been permanently reduced (clause 1.1.6). The determining factor is the accident-related state of health observable no later than the end of the third year after the accident.

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

Disability level:

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

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

1.1.6 For other body parts or sensory organs, the disability level depends on the extent to which the normal physical or mental capacity has been permanently reduced. The measure is compared to an average person of the same age and gender. The assessment is made exclusively from a medical viewpoint.

1.1.7 There is a pre-disability if body parts or sensory organs had already been permanently impaired before the accident. This is assessed according to clauses 1.1.5 and 1.1.6. The disability level is reduced by this pre-disability.

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

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

1.1.9 If the insured person dies before the disability is assessed, we pay a disability benefit if the death occurs within the first year after the accident and is not related to the accident (clause 1.1.3) and the other preconditions for the disability payment under clause 1.1 are fulfilled.

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

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

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

1.2 Death benefit

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

- EUR 20,000.00 for adults and
- EUR 10,000.00 for children up to the age of 18.

In the case of policies for land-based travel (e.g. car, train and bus trips), the sum insured is:

- EUR 15,000.00 for adults and
- EUR 10,000.00 for children up to the age of 18.

1.3 Costs for cosmetic surgery

You have undergone a cosmetic operation in order to remove damage to your external appearance caused by an accident. Where teeth are involved, only incisors and canines are included in the external appearance. The cosmetic operation must be carried out after the conclusion of treatment by a doctor and must be carried out within 3 years of the accident for adults, and before the end of the 21st year of age for minors. It is also a condition that no third party (e.g. health insurance, liability insurance) is obliged to reimburse costs or contests the obligation to pay. We reimburse

- proven doctors' fees not assumed by a third party and
- other costs of operations,
- necessary costs for accommodation and food in a hospital as well as
- dental treatment and dental prostheses

up to the level of the agreed sum insured. The sum insured is, unless otherwise agreed, EUR 5,000.00 per insured person. In the case of policies for land-based travel (e.g. car, train and bus trips) the costs for cosmetic operations are not covered.

1.4 Costs for search, recovery or rescue efforts

Following an accident you have incurred costs for search, recovery or rescue efforts by public or privately organised rescue services or for the medically arranged transport of the injured person to the hospital or special clinic. We will reimburse proven costs in total up to the level of the agreed sum insured, if the costs

- are not assumed by third parties or
- by other insurance policies

The sum insured is, unless otherwise agreed, EUR 5,000.00 per insured person. In the case of policies for land-based travel (e.g. car, train and bus trips) the costs for search, recovery and rescue work are not covered.

2 What qualifies as an insured event (accident)?

2.1 Definition of an accident

An accident has occurred if you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body. 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. Death due to drowning or suffocation under water during diving is also considered an accident.

2.2 Extended accident definition

It is also considered an accident if due to increased exertion a joint is dislocated from limbs or the spinal column, or if muscles, tendons, ligaments, capsules on extremities or the spinal column are strained or rupture. The meniscus and discs are neither muscles, tendons, ligaments or capsules. They are therefore not covered by this section. Increased exertion is a movement which extends the use of muscles beyond the normal activities of daily life. The determining factor for assessing the use of muscles is your individual physical condition.

3 What restrictions to the insurance cover should be noted?

3.1 Illnesses and ailments

We only pay for the consequences of accidents. These are injuries to health and their consequences caused by the accident. We do not pay benefits for illnesses and ailments.

3.2 Contributing factors

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 to the consequences thereof, any entitlement to benefits shall cease to exist if this proportion is more than 50% or if this event is explicitly excluded in clause 3.3.

3.3 Accidents excluded from cover

There is no insurance cover for the following accidents:

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

Exception:

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

- 3.3.2 Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.
- 3.3.3 Accidents caused directly or indirectly by
- acts of war or civil conflict,
 - warlike events,
 - civil unrest,
 - strikes,
 - nuclear energy,
 - seizure,
 - confiscation or other official action,
 - natural events or
 - active participation in violence during a public assembly or demonstration

Exception:

If you are travelling abroad and are unexpectedly affected by war or civil war. In this case, the exclusion does not apply. Insurance cover then ceases at the end of the 7th day after the start of a war or civil war on the territory of the state in which the insured person is staying.

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

- 3.3.5 Accidents arising from the participation in a motor vehicle race.

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

3.4 Excluded health impairments

There is no insurance cover for the following health impairments:

- 3.4.1 damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage, if these health impairments were not primarily (more than 50%) caused by an accident in accordance with clause 2.
- 3.4.2 health impairments due to radiation.
- 3.4.3 health impairments due to treatment measures or interventions in the body of the insured person, if these health impairments were not primarily (more than 50%) caused by an accident in accordance with clause 2. Treatment measures or interventions include radiation for diagnostic and therapeutic purposes.
- 3.4.4 Infections.
Exception:
If you are infected
 - with rabies or tetanus.
 - with other pathogens that have entered the body not only through minor accident wounds. Accident wounds are minor if without the infection and its consequences they would need no medical treatment.
 - through such treatments or interventions for which exceptionally insurance cover applies (clause 3.4.3).In these cases, the exclusion does not apply.
- 3.4.5 poisoning as a result of ingesting solid or liquid substances through the gullet (entry of the oesophagus).
- 3.4.6 health disturbances due to psychological reactions, even when these were caused by an accident.
- 3.4.7 abdominal or inguinal hernias.

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

4 What obligations does the insured person have after an accident?

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

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

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

HAFT – Travel liability insurance

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

1.1 Testing the claims made against you

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

- 1.1.1 If the check shows that the claims against you are unjustified, we will dispute them. This includes discussions with claimants and lawyers and any court clarification.
- 1.1.2 If your obligation to pay compensation is verified and there is an insured event, we will pay the justified claim up to the level of the agreed sum insured (amount covered). The sum insured (amount covered) is, unless otherwise agreed, EUR 1,500,000. A justified claim results from
 - a declaration of acknowledgement issued or approved by us,
 - a settlement concluded or approved by us or
 - a court order.
- 1.1.3 If a legal dispute arises for an insured event, we will conduct it in your name and assume the costs arising from it. The costs will not be charged against the sum insured (amount covered).

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

- 1.1.4 If you are required to pay an annuity due to an insured event
 - and are legally required to provide security 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.

1.2 Extension to rental material damage

The exclusion under clause 3.2.3 does not apply to rental material damage.

Rental material damage arises if you cause damage to rented property. The insurance cover also applies to rooms which may be used by you in connection with the stay (e.g. dining rooms or shared bathrooms).

The sum insured (amount covered) for rental material damage is EUR 25,000.00. A deductible of 20%, and at least EUR 50.00, will be deducted from the calculated benefit.

Damage to mobile fixtures, heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment and damage due to wear and tear and excessive strain is not covered.

2 What qualifies as an insured event?

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

- 2.1 There is a liability risk if you as a private individual are liable to pay compensation to others as a result of dangers of everyday life, on the basis of statutory liability provisions of private law applicable at the site of damage.
- 2.2 You are insured for events caused by you which directly lead to the death, injury or impaired health of persons (personal damage) or damage to or destruction of objects (material damage).
- 2.3 Several events are considered as one insured event if they can be traced back to the same cause.

3 What restrictions to the insurance cover should be noted?

3.1 Non-insured liability risks

Liability risks arising from the following are not insured:

- 3.1.1 from the use of
 - a motor vehicle (e.g. a passenger vehicle, motorcycle or lorry),
 - an aircraft or
 - a marine vessel.In this context it is irrelevant whether you are the owner, holder, keeper or driver of the vehicle.
- 3.1.2 from owning, keeping or caring for animals or from hunting.
- 3.1.3 from carrying out your job, service or duties (including voluntary) or when participating in associations of any kind.
- 3.1.4 from renting out, lending or otherwise handing items over to third parties for use.

3.2 Non-insured liability claims

We do not provide cover for damage:

- 3.2.1 to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements, or claims under riot damage laws.
- 3.2.2 resulting from your participation in
 - horse, cycling or motor vehicle races,
 - boxing and wrestling matches,
 - combat sports of any kind, including preparation (training) for these.
- 3.2.3 damage to third-party items that you have rented, leased, borrowed or obtained through unlawful interference or that are subject to a specific custody agreement.
- 3.2.4 damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.5 events involving relatives living in your household. Relatives are considered to be
 - your spouse or
 - life partner or
 - children or
 - parents, adoptive parents, step-parents or
 - siblings or
 - grandparents or
 - grandchildren or
 - parents-in-law, sons-/daughters-in-law or brothers/sisters-in-law.
- 3.2.6 claims between several persons who have booked a trip together and take this trip together, unless they are explicitly included in the insurance.
- 3.2.7 claims arising from your having caused an illness to others.
- 3.2.8 damage as a result of using weapons of any kind.
- 3.2.9 all financial losses arising.
- 3.2.10 damage as a result of loss of items, including e.g. keys, money, securities and valuables.
- 3.2.11 resulting from
 - acts of war or civil conflict,
 - warlike events,
 - civil disorder,
 - strikes,
 - nuclear energy,
 - seizure,
 - confiscation or other official action,
 - natural events or
 - active participation in violence during a public assembly or demonstration.

3.3 Limitation of benefits

- 3.3.1 The compensation is limited for each insured event to the amounts stated in clauses 1.1–1.2. This shall apply even if the

insurance covers several persons with entitlement to compensation under the same insurance contract.

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

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

Regarding the calculation of the value of the annuity, the corresponding provision of the German ordinance on insurance cover under motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured (amount covered) or the remaining sum insured (remaining amount covered) following deduction of other benefits, the other benefits shall be offset in full against the sum insured (amount covered).

- 3.3.4 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.
- 3.3.5 If you acknowledge responsibility without our agreement, it is only binding if the claim would have been valid without the acknowledgement. This also applies to settlements that you reach without our agreement.

4 What should be borne in mind when a claim is made (obligations)?

4.1 Immediate notification of the incident

If a claim for compensation for damages is asserted 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. This also applies even if you have already reported the insured event itself.

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

The same applies in the event of 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 undertake to allow us to exercise this right in your name.

4.5 Conferment of authority

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

4.6 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

RGV – Luggage insurance

1 What items are covered by your luggage insurance?

- 1.1 The insured items are personal effects taken on your trip, as well as gifts and souvenirs that you purchase during a trip. Items that are taken on the trip or purchased during the trip solely for professional purposes are not insured.
- 1.2 Sports equipment, including accessories (but excluding engines), is only insured during periods when such equipment is not being used for its intended purpose.
- 1.3 Valuables are only insured if they
 - are worn or used according to their intended purpose, or
 - are kept in personal custody and are worn or carried safely, or
 - are kept in a properly locked room in a building or a passenger ship, or
 - had been handed over to the campsite supervisor for safekeeping or
 - had been left in a properly locked caravan/mobile home or out of sight in a locked motor vehicle parked in a fully enclosed space on an official campsite.

Valuables include furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment and electronic communication and entertainment systems, including accessories.

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

2 What insured benefits are provided by your luggage insurance?

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

- 2.1 destroyed or lost items in accordance with their insurance value as of the time when the damage occurred. The insurance value is the amount that is generally required to obtain new items of the same type and quality at the usual place of residence of the insured person, with a deduction for an amount corresponding to the condition (age, wear and tear, use, etc.) of the insured items (current value).
- 2.2 the necessary repair costs and any remaining reduction in value in the case of damaged and repairable items, though no more than the insurance value.
- 2.3 the material value in the case of films as well as video, sound and data media.
- 2.4 the administrative fees for replacing identity cards, passports, motor vehicle documentation and other types of ID.

In the absence of any agreements to the contrary, sums insured amount to EUR 2,000.00 for individual policies and EUR 4,000.00 for families per insured event.

3 What qualifies as an insured event?

You are covered if your luggage is affected by an insured event. There is an insured event if

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

4 What compensation limits should be kept in mind?

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

- 4.1 delayed delivery, for the demonstrated costs for necessary replacement costs, up to EUR 500.00.
- 4.2 damage to valuables up to 50% of the sum insured.
- 4.3 damage to glasses, contact lenses and hearing aids, musical instruments, including accessories for each of these items, up to EUR 250.00 per item.
- 4.4 Damage to IT equipment and electronic devices (unless specified in section 4.5), including accessories for these items, up to 50% of the sum insured.
- 4.5 Damage to mobile phones, smartphones or tablets, including accessories for these items, up to EUR 500.00.
- 4.6 damage to golf and diving equipment as well as bicycles (this also includes electric bikes and e-scooters), including accessories for these items, up to 50% of the sum insured.
- 4.7 damage to surfboards, windsurfing equipment, including accessories for these items, up to 50% of the sum insured.

5 What restrictions to the insurance cover should be kept in mind?

5.1 Items and events not insured

The insurance does not cover

- 5.1.1 damage caused by items which have been lost or left lying, standing or hanging.
- 5.1.2 damage caused by the natural or defective condition of the insured items, by usage or by wear and tear.
- 5.1.3 cash, cheques, debit cards, credit cards, telephone cards, securities, 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 motorised land vehicles, aircraft and watercraft, hang-gliders, paragliders, parachutes, or accessories for the aforementioned items. However, electric bikes and e-scooters are insured.
- 5.1.4 damage which was foreseeable at the time of booking the trip or when the insurance policy was taken out.
- 5.1.5 damage caused by
 - acts of war or civil conflict,
 - warlike events,
 - civil unrest,
 - strikes,
 - nuclear energy,
 - seizure,
 - confiscation or other official action,
 - natural events or
 - active participation in violence during a public assembly or demonstration

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

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

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

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

The condition is that 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.

- 5.3.2 insurance cover for damage to luggage during camping is valid only on official campsites (established by authorities, associations or private companies).

- 5.3.3 If the goods are left unattended, insurance cover only applies between 6 am and 10 pm and only if the vehicle, trailer or tent is locked. Insurance cover applies from 10 pm and 6 am in an unattended vehicle during a break in travel of not more than two hours. Attendance is defined only as your continuous presence or that of a trustworthy person instructed by you near the item to be insured.

6 What should be borne in mind when a claim is made (obligations)?

6.1 Securing compensation claims against third parties

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

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

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 claim.

6.2 Police notification

In the event of damage caused by criminal acts of third parties,

- you must report it immediately to the relevant police station and

- you must give the police station a complete list of all goods lost in the theft and
- obtain confirmation of your complaint in writing.

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

You must send us the complete police record.

6.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

ARSBV – Motor vehicle breakdown insurance

1 What insured benefits are provided by your motor vehicle breakdown insurance?

1.1 Assistance at the scene of the damage

If you cannot immediately continue the journey after a breakdown or an accident,

- we shall arrange, via our global assistance service, for the vehicle to be restored to working order at the scene of the accident by a breakdown assistance vehicle or
- to have the vehicle towed to the nearest garage and
- we shall assume the costs thereof up to EUR 300.

1.2 Delivery of spare parts

If the spare parts required to restore the vehicle to working order are not available locally,

- we shall arrange, via our global emergency assistance service, for them to be sent to you as quickly as possible and
- we shall assume the dispatch costs.

1.3 Transport of a motor vehicle following its breakdown

If the vehicle has been abandoned due to

- a breakdown or
 - an accident
- at the place the incident occurred or nearby, and if
- it cannot be made roadworthy again within 3 working days and
 - it is not to be written off for financial or technical reasons,
 - we shall arrange, via our global emergency assistance service,
 - for transport to a suitable workshop or
 - return transport of the vehicle to your home location and
 - we shall bear the costs of transport or repatriation of the vehicle.

1.4 Scrapping a motor vehicle

If it becomes necessary to scrap the motor vehicle after an accident, we shall arrange for the scrapping via our global emergency assistance service and cover the costs.

1.5 Customs clearance of the motor vehicle

We shall assist you, via our global emergency assistance service, in the completion of all customs formalities if the vehicle must be cleared through customs after being written off as a result of an accident or stolen while abroad. We shall also reimburse you for the procedural costs (excluding customs duties and taxes).

1.6 Reimbursement of additional travel expenses

If you are unable to continue your journey due to breakdown or theft of the vehicle used for the journey or due to an accident to the vehicle, we shall reimburse costs up to EUR 2,500.00 for

- up to 3 overnight stays at the site of the incident for all entitled occupants of the vehicle in a middle category hotel or
- continued travel to the destination of the journey or
- return home and
- the collection of the repaired vehicle.

2 What qualifies as an insured event?

2.1 Breakdown or accident

An insured event shall be deemed to have occurred if your motor vehicle ceases to be roadworthy as a result of a breakdown or an accident more than 50 km from your place of residence.

2.2 Theft

An insured event shall be deemed to have occurred if the motor vehicle you are using is stolen during a trip.

3 What limitations of the insurance cover must be borne in mind?

3.1 Age of the motor vehicle

We shall not provide insurance cover if the vehicle is older than 10 years, calculated from the date of first registration.

3.2 Costs not covered

We shall not cover repair costs, customs duties and taxes payable in connection with customs clearance for the motor vehicle.

3.3 Driving without a driving licence

No insurance cover shall be provided if the eligible driver did not have the required driving licence.

3.4 Damage not covered

The insurance does not cover

3.4.1 damage which was foreseeable at the time of booking the trip or when the insurance policy was taken out.

3.4.2 damage resulting from

- acts of war or civil conflict,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation or other official action,
- natural events or
- active participation in violence during a public assembly or demonstration.

4 What should be borne in mind when a claim is made (obligations)?

4.1 Contacting our global emergency service

To be covered under our motor vehicle breakdown insurance, you or a person whom you appoint as your representative of the insured person must notify our worldwide emergency assistance service by telephone or other means upon occurrence of the insured event. Contact must be made immediately.

4.2 Police notification

Full details of damage caused by criminal acts of third parties must be reported immediately to the nearest police station. Please submit the full police report to us.

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

AZV – Motorail train and ferry insurance

1 What insured benefits are provided by your motorail and ferry insurance?

If an insured event occurs, we will pay benefit up to the level of the agreed sum insured, minus a deductible of EUR 150.00 per insured event.

1.1 Reimbursement of replacement costs

In the event of theft or loss of the vehicle or individual parts thereof, we will reimburse the replacement value on the day

of the incident. The replacement value is the purchase price that you need to pay in order to obtain a used vehicle of the same value or used parts of the same value (current value).

1.2 Reimbursement of repair costs

If the vehicle is damaged, we will assume the costs of repair, though no more than the cost to replace the vehicle. For the costs of replacement parts and painting, a deduction corresponding to the age and wear and tear is made, on a "New for Old" basis.

2 What qualifies as an insured event?

Damage, loss and theft of motor vehicles, trailers and boats on motorail and ferry transport constitutes an insured event.

3 What limitations of the insurance cover must be borne in mind?

3.1 We do not pay benefits if you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover or the amount of insurance benefits or if you caused the damage deliberately;

3.2 Goods left in the car (e.g. accompanying luggage and car parts not firmly attached to the car) are not insured.

3.3 There is no insurance cover for

- changes,
- improvements,
- repairs of wear and tear,
- reductions in value, external appearance or performance,
- transfer and approval costs,
- loss of use,
- customs
- costs of a replacement car
- Fuel.

3.4 We do not pay benefits if the insured event is caused by:

- war,
- civil war,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation,
- other official action,
- active participation in violence during a public assembly or demonstration

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

4.1 You must immediately report damage incurred to the transport company, while also respecting the conditions of the transport. Please request a statement of the type and extent of the damage from the transport company, which you should attach to the damage report to us.

4.2 Full details of damage caused by criminal acts of third parties must be reported immediately to the nearest police station. Please submit the full police report to us.

4.3 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.

4.4 All information about the claim that you provide must be truthful and complete. You must complete in full and return the damage report sent to you. The same applies to all requests we make for receipts and information pertaining to the case.

4.5 Compensation claims against third parties shall be transferred to us as per the statutory regulation and up to the amount of the benefit paid. We shall ensure that this does not disadvantage you. You are also obligated to assist, if necessary, in asserting the claim for compensation.

4.6 The legal consequences of a breach of one of these obligations are stated in clause A.5.3.

Section C – Annex: Extract from the Insurance Contract Act

§ 19 Duty of disclosure

(1) The policyholder shall disclose to the insurer before making his contractual acceptance the risk factors known to him which are relevant to the insurer's decision to conclude the contract with the agreed content and which the insurer has requested in writing. If, after receiving the policyholder's contractual acceptance and before accepting the contract, the insurer asks such questions as are referred to in the first sentence, the policyholder shall also be under the duty of disclosure as regards these questions.

(2) If the policyholder breaches his duty of disclosure under subsection (1), the insurer may withdraw from the contract.

(3) The insurer's right to withdraw from the contract shall be ruled out if the policyholder breached his duty of disclosure neither intentionally nor by acting with gross negligence. In such cases the insurer shall have the right to terminate the contract subject to a notice period of one month.

(4) The insurer's right to withdraw from the contract on account of grossly negligent breach of the duty of disclosure and his right to terminate the contract in accordance with subsection (3), second sentence, shall be ruled out if he would also have concluded the contract in the knowledge of the facts which were not disclosed, albeit with other conditions. The other conditions shall become an integral part of the contract with retroactive effect upon the request of the insurer; in the case of a breach of duty for which the policyholder does not bear responsibility they shall become an integral part of the contract as of the current period of insurance.

(5) The insurer shall only be entitled to the rights under subsections (2) to (4) if he has instructed the policyholder in writing in separate correspondence of the consequences of any breach of the duty of disclosure. These rights shall not exist if the insurer was aware of the disclosed risk factors or the incorrectness of the disclosure.

(6) In the case of subsection (4), second sentence, leading to an increase in the insurance premium of more than 10 per cent on account of an alteration of the contract, or if the insurer refuses to cover the risk for the undisclosed circumstance, the policyholder may terminate the contract without prior notice within one month of receipt of the insurer's communication. The insurer shall notify the policyholder of this right in the communication.

§ 28 Non-observance of an incidental obligation

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

(3) Notwithstanding subsection (2), the insurer shall be liable insofar as the non-observance of the obligation neither caused the occurrence nor the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. The first sentence shall not apply if the policyholder fraudulently breached the obligation.

(4) The condition on which the insurer's entire or partial release from liability in accordance with subsection (2) is based shall, in the event of a violation of an existing duty to provide information or duty of disclosure after the occurrence of an insured event, be the fact that the insurer instructed the policyholder in separate correspondence and in writing of this legal consequence.

§ 37 Delayed payment of first insurance premium

(1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.

(2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment.

The insurer shall only be released from liability if he had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

§ 86 Assignment of claims

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

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

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

Section D – Clarifications

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

You are insured against unexpected serious illness by this policy. The illness has to be "unexpected" and "serious". First, we define the criterion "unexpected" and in the next step we provide examples for "serious" illness.

Case 1:

Every first occurrence of an illness after the insurance is taken out and after the trip is booked is considered to be unexpected.

Case 2:

A repeat incidence of an illness is also insured, if no treatment for this illness was given during the last 2 weeks before the insurance was taken out.

Case 3:

An unexpected deterioration of a pre-existing illness is also insured, if no treatment for this illness was given during the last 6 months before the insurance was taken out.

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

Example of a "serious illness", which could lead to an unreasonableness of the journey (not exclusive):

- the treating physician certified an unfitness to travel, or
- the medical impairment certified by the doctor is so severe that the insured person is unable to perceive the main travel service due to symptoms and complaints arising from the illness, or
- due to this medically certified illness of a person at risk, the presence of the insured person is needed

Example of an "unexpected serious illness" (not exclusive):

- The insured person takes out insurance for a trip that has been booked. Shortly before departure, she has a heart attack for the first time.
- The mother of the insured person is diagnosed with inflammation of the lung after the insurance has been taken out and the trip booked. Due to the illness, the mother is dependent on the care of the insured person.
- At the time when the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given during the last 6 months before the insurance was taken out. Before departure, a strong allergic reaction occurs. The doctor providing treatment

establishes unfitness to travel due to the intensity of the allergic reaction.

Example of an “unexpected serious illness” for the travel curtailment insurance and emergency insurance (not exclusive):

- The insured person takes out insurance for a trip that has been booked. Shortly after departure, she has a heart attack for the first time.
- The mother of the insured person is diagnosed with inflammation of the lung after the insurance has been taken out and the trip has started. Due to the illness, the mother is dependent on the care of the insured person.
- At the time when the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given during the last 6 months before the insurance was taken out. After departure, a strong allergic reaction occurs. The doctor providing treatment recommends early return from the journey due to the intensity of the allergic reaction.

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

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

Arbitration bodies

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

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

Ombudsman

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

Postfach 060222

10052 Berlin

Hotline: +49 1802 550 444

Fax: +49 30 204 589 31

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

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

Versicherungsombudsmann e.V.

Postfach 080 632

10006 Berlin

Tel.: +49 800 3696000

Fax: +49 800 3699000

E-mail: Beschwerde@versicherungsombudsmann.de

You can find further information online at: www.versicherungsombudsmann.de.

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