Insurance terms and conditions for travel insurance Deutschlandschutz for foreign guests

VB-RKS 2021 (T-aG-D)

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany.

We are HanseMerkur Reiseversicherung AG based in Hamburg. The policyholder is the organiser or other institution that has taken out the insurance policy with us. You are the insured person as long as you are included in the policyholder’s insurance contract. We refer to any such persons in these insurance terms and conditions as “you”. These insurance terms and conditions apply to the policyholder and to the insured person.

The insurance terms and conditions consist of four sections.

In Section I, you will find, in particular, explanations about the insured persons, time limits for taking out insurance and premium payments.

In Section II, you will find the scope of benefits for the insurance.

In Section III, you will find an excerpt from the German Insurance Contract Act (VVG).

In Section IV, you will find explanations about travel insurance.

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Section I – General Terms and Conditions

1 Insurance cover

1.1 Who is insured by the 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:
   Arrangement insurance applies to an accommodation booking (e.g. holiday home) including all booked
   – additional services (e.g. meals, wellness, sports classes)
   – outbound and return transportation (e.g. flight, train).

1.1.3 The following people cannot be insured and are not insured even if they pay contributions:
   – people who do not meet the requirements of point 1.1 or point 1.1.2; or
   – persons who are over 75; or
   – persons who are permanent residents of Germany; or
   – people who are subject to compulsory statutory health and/or nursing care insurance in their country of residence; or
   – people who work as professional athletes; or
   – people who are constantly in need of care and people whose participation in general life is permanently excluded.

The mental condition and objective living conditions of the person in question, in particular, shall be taken into account as regards classification of participation in general life. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.

1.1.4 If someone does not meet the aforementioned requirements, the insurance contract shall not be entered into even if the premium has been paid.

1.2 When does the insurance cover start?

Your insurance cover will commence
   – upon conclusion of the insurance policy for travel cancellation,
   – in the travel curtailment insurance when you board the booked and insured room,
   – in the case of travel health insurance, after the start of the trip on crossing the border to Germany,
   – 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 start the first leg.

1.3 When does the insurance cover end?

1.3.1 Insurance cover for travel cancellation insurance will end
   – When you board the booked and insured room, or
   – when an insured event occurs, or when the trip is cancelled.

For the other insurance policies, the end of insurance cover is specified in the insurance certificate. However, it ends when the trip is completed or, in the case of travel health insurance, when you leave Germany (border crossing) at the latest.
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 covered by the insurance cover?

Insurance cover applies to travel for an insured arrangement in Germany.

2 The insurance policy

2.1 When does your policy need to be concluded by?

2.1.1 You must take out the travel cancellation insurance up to 30 days before the departure date or by the third business day after the trip is booked at the latest.

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

2.1.3 The contract and the insurance cover are deemed not to have come about if you do not meet these deadlines when concluding the contract, even if the premium has been paid.

2.2 How long does your policy need to be concluded for?

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

Note: False information may result in us withdrawing from the insurance contract and in the loss of your insurance cover. In this respect, we comply with the regulations of § 19 of the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG). These can be found in Section III.

2.3 When do we pay compensation?

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

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

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

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 have purchased the foreign currency to pay the bills at a less favourable rate. We may subtract the following costs from your benefit:

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

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 a greater total benefit than the costs actually incurred. If you have a claim to a benefit from several insurers, you can choose the insurer with which you file the claim.

If you file the claim with us first, we will reimburse you the costs insured under this tariff. 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 5.2.3.

2.4 Which legislation applies to the insurance policy?

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

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

2.5 When do claims to benefits lapse?

Claims under this insurance policy expire in three 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 applicable court of jurisdiction?

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

− where we have our head office,
− where you have your place of residence or
− where you are normally present, if you do not have a fixed place of residence.

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

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

3 Notes on the payment of the insurance premium

3.1 When must the premium be paid?

The premium is due immediately upon contract conclusion. 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 to have been made 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 (VVG) (see Section III) 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 Limitations of 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.

Please note: Please see also the restrictions in insurance cover for the individual insurance policies in Section II.

5 General notes for the claim

5.1 To whom can you direct the claim?

In emergencies, our 24-hour emergency assistance service is here to help you. You can reach it at any time from anywhere in the world. You can send your claims without filling in a form to: HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, P.O. Box, 20352 Hamburg, E-mail: reiseleistung@hansemerkur.de.
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 You must provide true and complete information concerning the claim. You must provide us with any information that we need in order to determine – whether an insured event has occurred and – whether 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 in Section 86 of the Insurance Contract Act (VVG), 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.

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

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

If you violate any of the above-mentioned obligations or the obligations of the individual insurances in Section II, we are completely or partially exempted from performance. In this, we comply with the regulations of § 28 (2–4) of the Insurance Contract Act (VVG). These can be found in Section III.

Section II – Policy schedule

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 sum insured, the indemnity will be reduced by the proportion of your premium payments to the amount indicated in the premium table (under-insurance).

1.1 Which 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

a) 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.
   For the outward journey, we pay up to the amount of cancellation costs that would be incurred if the trip were cancelled.

b) 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 proven (e.g., package holidays), we will reimburse the unused travel days in proportion to the overall length of the trip. The compensation in this case is calculated as follows:

\[
\text{Compensation} = \frac{\text{Unused days of the trip} \times \text{trip cost}}{\text{duration of trip}}
\]

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 this. 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 trip up to 42 days before departure, without an insured event having occurred? We will reimburse the rebooking costs up to EUR 30 per person or room.

1.1.4 Single room supplements

Have you booked a double room with a risk person 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 compensation is limited to the amount of cancellation costs that would be incurred if the booking were entirely cancelled.

1.2 Who is covered as a risk person under this insurance policy?

We cover as risk persons:

1.2.1 Persons who have booked a trip jointly with you. This does not apply if more than 7 persons book a trip together.

1.2.2 Your relatives and the relatives of your spouse or life partner or life companion.

1.2.3 Individuals who are looking after minors who are not travelling with you or your dependent relatives.

1.2.4 Travelling companions for group travel, if separately agreed.

Relatives are considered to be:

– Spouse, life partner, life companion
– Grandparents and grandchildren
– Parents, adoptive parents, step-parents, foster parents
– Siblings
– Children, step-children, foster children, adoptive children
– Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
– Aunts, uncles, cousins, nephews and nieces
– People who live with you in the same household.

1.3 What additional protection do you have if you have booked a ferry as part of your trip?

If there is an unexpected and unannounced ferry cancellation on the day of arrival, we will refund additional accommodation costs up to EUR 150.
1.4 When do I have to pay a deductible?

Unless we have agreed otherwise with you in the insurance policy:

– 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

– a minimum of EUR 25 per insured arrangement.

2 What qualifies as an insured event?

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

– as a consequence, you do not make the trip.

– as a consequence, you do not start the trip on time.

– as a consequence, you rebook the trip.

There is an insured event:

2.1 in the event of an unexpected serious illness. Please see our explanations regarding this in Section IV.

2.2 in the event of death.

2.3 in the event of severe injury due to accident.

2.4 in the event of pregnancy or complications during pregnancy.

2.5 if 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 tissue (living donation) under the terms of the Organ Transplant Act.

2.9 in the event of substantial damage of at least EUR 2,500 to your property due to

– fire,

– burst water pipes,

– natural events or

– criminal acts by third parties (e.g. burglary).

2.10 in the event 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 event of adoption of a minor, if the date of your attendance to complete the adoption falls within the period of travel.

2.12 in the event 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 (one-euro 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 event of a change in employer. This applies

– if the insured trip falls within the probationary period,

– if the insured trip falls within the first six months into the new job,

– if the insurance was taken out before you became aware of the change.

2.16 in the case of an examination which you have sat

– in a school,

– at a university,

– at a technical high school,

– at a college

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

– occurs during the insured travel period or

– occurs up to 14 days after the trip.

2.17 in the event 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 event of an 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

– a delay to domestic German public transport lasting more than two hours or cancellation of same. Public transport is defined as all air, land and water vehicles authorised for public transport. The following are not considered 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 commence the trip, in which you are involved as a driver or passenger.

2.20 if the horse or the dog or the 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.

– or dies.

3 What insurance cover limitations should you bear in mind?

3.1 Psychological reactions

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

– 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
4.4 Consequences of non-compliance with obligations

If you breach one of these obligations, the legal consequences are stated in Section I clause 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 sum insured, the indemnity will be reduced by the proportion of your premium payments to the amount indicated in the premium table (under-insurance).

1.1 Which 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 will then 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.

If return by aircraft necessary, unlike the booked trip? We will then 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 eight days of the trip, we will 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 ninth day of the trip) or if your trip is interrupted.

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:

\[
\text{Compensation} = \frac{\text{Unused days of the trip}}{\text{Original duration of trip}} \times \text{trip cost}
\]

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 accommodation costs

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

– a person at risk travelling with you cannot travel due to an insured event.
– one of the events listed under point 2.14 occurs.

1.2 Who is covered as a risk person under this insurance policy?

We cover as risk persons:

1.2.1 Persons who have booked a trip jointly with you. This does not apply if more than 7 persons book a trip together.

1.2.2 Your relatives and the relatives of your

– spouse or
– life partner or
– life companion.

1.2.3 Individuals who are looking after minors who are not travelling with you or your dependent relatives.

1.2.4 Travelling companions for group travel, if separately agreed.

Relatives are considered to be:

– Spouse, life partner, life companion
– Grandparents and grandchildren
– Parents, adoptive parents, step-parents, foster parents
– Siblings
– Children, step-children, foster children, adoptive children
– Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
– Aunts, uncles, cousins, nephews and nieces
– People who live with you in the same household.

1.3 What additional protection do you have if you have booked a ferry as part of your trip?

If there is an unexpected and unannounced ferry cancellation before or during your arrival on the day of departure, we will refund additional accommodation costs up to EUR 150.

1.4 When do I have to pay a deductible?

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

– 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
– a minimum of EUR 25 per insured arrangement.

2 What qualifies as an insured event?

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

– 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 event of an unexpected serious illness. Please see our explanations regarding this in Section IV.

2.2 in the event of death.

2.3 in the event of severe injury due to accident.

2.4 in the event of pregnancy or complications during pregnancy.

2.5 if 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 tissue (living donation) under the terms of the Organ Transplant Act.

2.9 in the event of substantial damage of at least EUR 2,500 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 event 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 event of adoption of a minor, 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 two hours or cancellation of same. Public transport is defined as all air, land and water vehicles authorised for public transport. The following are not considered 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 commence the trip, in which you are involved as a driver or passenger.

2.13 if the horse or the dog or the 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.
   – or dies.

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

3 What insurance cover limitations should you bear in mind?

3.1 Psychological reactions
We do not pay benefits for illnesses arising from a psychological reaction to the following events:
   – 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 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 commissioned by us.

4.3 Consequences of non-compliance with obligations
If you breach one of these obligations, the legal consequences are stated in Section I clause 5.3.

RKV – Travel health insurance

1 General rules applying to the insurance cover

1.1 What is insured?
We provide benefits if an insured event occurs in Germany. We will also pay benefits if an insured event happens in a country neighbouring Germany, provided that:
   – the booked stay in Germany is in an area close to the border; and
   – the stay in the country neighbouring Germany does not exceed 48 hours.
   The country in which you had your permanent residence before your temporary stay in Germany is not considered to be a neighbouring country.

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:
   – medically necessary treatments for complaints during pregnancy,
   – premature births until the completion of the 36th week of pregnancy,
   – miscarriages,
   – medically necessary abortions.
   – death.

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

1.3 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 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 country of destination must
     – be recognised and approved,
     – be under constant medical supervision,
     – have sufficient diagnostic and therapeutic facilities and
     – keep medical records.

1.4 Which methods do we cover if you need to be examined and treated?
We cover
   – examinations,
   – treatments and
   – 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 treatments
   – anthroposophical medicine or
In such cases we can, however, reduce the benefits to the amount that would have been incurred by the use of available conventional medicine.

1.5 We will reimburse up to what amount?

1.5.1 We will reimburse you for costs incurred for medically necessary treatment, less a deductible of EUR 25 per insured event. Unless otherwise stated below, we reimburse 100 % up to the threshold values of the fee schedule for doctors (Gebührenordnung für Ärzte, GOÄ) and the fee schedule for dentists (Gebührenordnung für Zahnärzte, GOZ) which are valid in Germany.

The following are deemed to be threshold levels for benefits
– according to the GOZ, the 2.3-fold fee rate,
– according to No. 437 and section M (laboratory services) of the GOÄ, the 1.15-fold fee rate,
– according to sections A, E and O (technical operations) of the GOÄ the 1.8-fold fee rate, as well as
– for all other benefits of the GOÄ, the 2.3-fold fee rate.

1.5.2 You pay a personal contribution of EUR 5,000 for the cost of treatment for illnesses, complaints and the consequences of accidents that were known in the 6 months prior to the start of insurance. The benefits for this are limited to a maximum of EUR 30,000 for each insured person for the entire contractual term.

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 outpatient?

We reimburse the cost of your medical treatment.

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

We reimburse the costs of

2.2.1 transport
– to the nearest suitable hospital that can be reached and
– return to the accommodation.

2.2.2 your medical treatment, including accommodation, food and care in hospital in the general care class (shared room) and excluding optional services (private medical treatment).

2.3 What do we pay if you have dental treatment?

We reimburse the costs of

– pain-relieving preservative dental treatments including simple fillings,
– provisional dental prosthesis services.

Compensation for the cost of such dental treatment is limited to EUR 1,000 per insured person for the entire contractual term.

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

We provide insurance benefits when these
– have been prescribed by one of the practitioners listed under clause 1.3 and
– are medically necessary.

2.4.1 Medications and dressing material

You need to obtain medications from the pharmacy. The following are considered medicines, even if they are prescribed:
– neither nutritive and tonic substances, nor
– cosmetic preparations.

2.4.2 Remedies

These are radiation, light and other physical treatments. This also includes
– massages,
– medicinal packs,
– inhalations.

2.4.3 Medical aids

The following items count as medical aids:
– Bandages, broken ligaments, inlays,
– Crutches and compression stockings,
– Corrective splints,
– Artificial limbs/prostheses,
– Seat shells and foam positioners, wheelchairs,
– Breathing monitor devices, infusion pumps, inhalation devices, oxygen devices,
– Surveillance monitors for infants,
– Orthopaedic body, arm and leg braces, as well as
– speech devices.

We reimburse the cost of:

a) medically prescribed, simple aids that are required for the first time as a result of an accident and are used entirely for the direct treatment of the consequences of the accident.

b) medically prescribed repairs of existing aids up to an amount of EUR 250 per insurance year.

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 36th week of pregnancy.

The requirement for this is that the need for treatment cannot have been determined at the start of the insurance contract.

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 mother and child can be transported again.

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 arrange for this and reimburse any costs incurred, provided that return transportation is medically reasonable and justifiable.

2.8 Transportation/funeral costs

We reimburse

2.8.1 necessary additional costs incurred as a result of transfer to your home country in the event of your death, up to EUR 10,000.

2.8.2 the cost of burial up to the amount of the expenses that would have been incurred for transportation, up to a maximum of EUR 10,000.

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

3.1 In which cases do we not provide cover?

In the following cases, we do not pay, even if the insured event has occurred:

3.1.1 For treatments that were
– the sole reason, or
– one of the reasons, for making the trip.

3.1.2 For treatments
– whose necessity was evident before departure and
– were due to an illness that had already been medically diagnosed when the trip started.

Exception: You are taking the trip because of the death of the spouse or a relative of the 1st degree.

3.1.3 For illnesses and complaints and their foreseeable consequences that existed and were known to you when the
contract was concluded or when the follow-up contract was concluded, and the foreseeable consequences of such illnesses and accidents that were treated in the six months prior to concluding the contract.

3.1.4 For illnesses including their consequences and for the consequences of accidents caused by:
- war,
- civil unrest,
- active participation in civil unrest or war,
- nuclear power or energy; or
- confiscation, seizure and other interventions by higher authorities.

3.1.5 For illnesses and accidents based on intent, including their consequences.

3.1.6 For cures and treatments in a sanatorium and rehabilitation measures.

**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 (disc 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.

3.1.7 For withdrawal measures including withdrawal cures.

3.1.8 For out-patient healing treatments in a spa or health resort.

**Exception:** The healing treatment is necessary due to an accident occurring there, or
- you were only visiting the spa or health resort briefly and were not staying for the purposes of treatment when you fell ill.

3.1.9 For treatments carried out by your
- spouse
- parents
- children
- or 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.

3.1.10 For treatment or accommodation due to
- infirmity,
- need for care or
- dependency.

3.1.11 For psychoanalytical and psychotherapeutic treatments.

3.1.12 For vaccinations.

3.1.13 For aids not related to an accident.

3.1.14 For visual aids, such as glasses and contact lenses.

3.1.15 For treatment required as a result of disorders and damage to reproductive organs, including sterility, artificial insemination and related check-ups and follow-up treatment.

3.1.16 For suicide, suicide attempts and consequences thereof.

3.1.17 For organ donation and consequences thereof.

3.2 In which cases can we reduce the scope of benefits?

3.2.1 If a treatment exceeds the limit of what is medically necessary, we may reduce our benefits to a reasonable amount.

3.2.2 If there is an entitlement to benefits from statutory accident or pension insurance, statutory medical care or accident care, we may deduct the statutory benefits from the insurance benefits.

4. What do you have to consider in the event of an insured event (obligations)?

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 commence.

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

4.2 Obligation to provide information

You must complete our claim form in full and return it.

If we consider it necessary, you are obliged to be examined by one of our doctors.

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 services provided by the professional providing treatment according to
- type,
- location and
- duration of the treatment.

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

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

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

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

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 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 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.

2.1.2 Unavailable driver

If the driver is unavailable due to an unexpected and serious illness or serious injury as a result of an accident, we will cover costs for a person close to you to travel to the holiday destination for the purpose of repatriating the vehicle.
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 that exceed 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 IV. Insurance cover is available if
– you yourself or
– a risk person are affected. We cover as risk persons:
  a) Persons who have booked a trip jointly with you. This does not apply if more than 7 persons book a trip together.
  b) Your relatives and the relatives of your
     – spouse or
     – life partner or
     – life companion,
  c) Individuals who are looking after minors who are not travelling with you or your dependent relatives.

Relatives are considered to be:
– Spouse, life partner, life companion
– Grandparents and grandchildren
– Parents, adoptive parents, step-parents, foster parents
– Siblings
– Children, step-children, foster children, adoptive children
– Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
– Aunts, uncles, cousins, nephews and nieces
– People who live with you in the same household.

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 per insured person.

2.3 In the case of a loss of money and documents
2.3.1 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 will provide you with a loan up to an amount of EUR 500 via our emergency assistance service.

2.3.2 Loss of credit cards 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 incurred despite blocking the card.

2.3.3 Loss of travel documents
If travel documents are lost, we shall assist you in obtaining replacement documents.

2.4 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 changes to the planned itinerary.

2.5 Travel by bicycle
2.5.1 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 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 per insured event.
Tyre damage is not covered.

2.5.2 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.

2.6 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.

2.7 Lost keys
Insurance also includes statutory liability resulting from the loss of someone else's keys (including general master keys for a central locking system and code cards) that were lawfully in your custody. Insurance cover is limited to legal liability claims caused by costs incurred for the necessary replacement of locks and locking systems and for temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the time at which the loss of the key was determined.
The maximum compensation per damage event is limited to EUR 500.
Liability claims resulting from consequential damage caused by a lost key (e.g. due to burglary) and liability from the loss of safe and furniture keys and other keys to movable objects are excluded.

3 What insurance cover limitations should you bear 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 do you have to consider if an insured event occurs (obligations)?
4.1 Contacting our global emergency service
To be covered under our emergency insurance, you or a person whom you appoint as your representative must notify our worldwide emergency assistance service by telephone or other means upon occurrence of the insured event. Contact must be made immediately. You will find the telephone number under “Important notes in the case of a claim” in your contract documents or on the website www.hansemerkur.de under “Travel emergency assistance service”.

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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 Section I clause 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 with accessories (but not engines) are only insured as long as they are not in use in accordance with the regulations.
1.3 Valuables, photographic, film equipment, computer equipment, electronic communication and entertainment equipment including accessories are only insured as long as they – are worn or used as intended 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 – have been handed over to the campsite supervisor for safekeeping; or – is located in a caravan/motor home that is properly secured and enclosed and secured by means of a lock and not visible on an official camping site.

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

2 What benefits are included in your baggage insurance?
If an insured event occurs, we will reimburse up to the sum insured for

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

Unless otherwise agreed, the sum insured for an arrangement is EUR 2,500 per insured event.

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

3.1 travel luggage that you have placed in the custody of a third party – is lost, – destroyed or damaged, while in the custody of a carrier, lodging establishment or luggage storage facility.
3.2 travel luggage that you have 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, travel luggage is lost, destroyed or damaged by – criminal acts of third parties. Such behaviour includes theft, burglary, robbery, robbery under threat and deliberate damage to property.
– accidents involving means of transport (e.g. traffic accidents). – fire, lightning, explosion, storm, flood, landslide, earthquakes, avalanches.

4 What compensation limits must be complied with?
In the absence of any agreements to the contrary, we shall provide compensation up to the following maximum amounts per insured event:

4.1 Delayed delivery, for the demonstrated costs for necessary replacement costs, up to EUR 500.
4.2 Damage to valuables and photographic and film equipment up to 50 % of the sum insured.
4.3 Damage to glasses, contact lenses and hearing aids, musical instruments, including accessories for these items, up to EUR 250 per item.
4.4 Damage to IT equipment and electronic consumer devices (unless specified in clause 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.
4.6 Damage to golf and diving equipment as well as bicycles (these also include electrical 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 insurance cover limitations should you bear in mind?

5.1 Items and events not insured
The insurance does not cover

5.1.1 damage caused by losing, leaving objects lying, standing or hanging around.
5.1.2 damage caused by the natural or defective condition of the insured items, by usage or by wear and tear.
5.1.3 cash, cheques, debit cards, credit cards, telephone cards, securities, travel tickets, certificates and documents of all kinds, objects of primarily artistic or collector value, dental gold, prostheses of any kind, firearms of any kind, including accessories, and motor-driven, land-based 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
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,
– in trailers and
– watercraft.

The condition is that the luggage is not visible, is stored in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes securely attached to the vehicle.

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

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

6.1 Securing compensation claims against third parties

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

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

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

6.2 Police notification

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

– report it immediately to the relevant police station and
– give the police station a complete list of all goods involved in the claim 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 Section I clause 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 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.
3 What limitations of the insurance cover must be born 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 Section I clause 5.3.

Section III – Extract from the Insurance Contract Act (VVG)

§ 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 of the establishment of the insured event nor the establishment of the insured event nor the establishment of the insured event nor 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 existing duty to provide information, or existing duty to provide information, or existing duty to provide information on 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 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.

(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.
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.

Section IV – 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” for the travel cancellation insurance (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. 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.

(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 inssofar 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.