

**Insurance terms and conditions for medical insurance for foreign guests  
VB-KV 2017 (AGL-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. In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with HanseMerkur. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be both an insured person and a policyholder. These insurance terms and conditions apply to you as a policyholder or to you as an insured person.

Your insurance terms and conditions comprise three sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

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

The full description of the types of benefit can be found in Section III.

**Section I – Overview of benefits**

The full description of the insured benefits and events can be found in the relevant clauses of Section III Description of benefits.

**Health insurance**

<b>Insured benefits</b> The amount of the benefit depends on the premium that you selected		<b>Basic</b>	<b>Profi</b>
2.1.1	Out-patient medical treatments in accordance with the fee schedule set out in section III.1.2	100%	100%
2.1.2	Dental treatment for pain relief in accordance with the fee schedule set out in section III.1.2 per insurance year	EUR 500	EUR 1,000
2.1.3	Medications and surgical dressings	100%	100%
2.1.4	Radiation therapy, light therapy, and other physical treatments	100%	100%
2.1.5	Massages, compresses and inhalations, per insurance year	EUR 300	100%
2.1.6	Therapeutic aids following an accident, per insurance year	EUR 500	100%
2.1.7	Aids (if agreed by HanseMerkur in advance), per insurance year	Not insured	EUR 500
2.1.8	Repairs of existing aids, per insurance year	Not insured	EUR 250
2.1.9	Visual aids	Not insured	EUR 200
2.1.10	Operations	100%	100%
2.1.11	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100%	100%
2.1.12	Screening check-ups for early detection of cancers, per insurance year	Not insured	EUR 300
2.1.13	Screening check-ups for children in accordance with the statutory programmes introduced in Germany	Not insured	100%
2.2.1	Up to 80% of the cost for medically required dentures, per insurance year.	Not insured	EUR 1,250
2.2.2	Dental check-ups, per policy year	Not insured	EUR 200
2.3.1	Medically necessary pregnancy treatment due to complaints	100%	100%
2.3.2	Pregnancy examinations and deliveries	Not insured	100%
2.4.1	Ambulance transport to in-patient treatment	100%	100%
2.4.2	Repatriation, if medically desirable	100%	100%
2.5	Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany	EUR 10,000	EUR 10,000
2.6	Follow-up liability until restoration of ability to travel for up to	three months	three months
<b>Deductible</b> The deductible amounts to EUR 25 per insured event.			

**Section II – General provisions**

**1 Policyholder, insurable persons and eligibility**

- 1.1 The policyholder is the natural or legal person who has taken out the policy with HanseMerkur. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid. Newborn infants of insured persons shall be included in the policy after birth, at the premium level of their parents. This is subject to the following conditions:
- that they are insured with HanseMerkur within two months of the day of birth with retrospective effect, and
  - the insurance contract was concluded at least three months earlier without interruption and
  - no other insurance cover exists.
- 1.2 Insurance cover can be provided for persons up to the age of 75 who are only temporarily staying in Germany.
- 1.3 The following are not eligible and will not be insured, even if payment of contributions is made:
- 1.3.1 Persons subject to mandatory health and/or care insurance in the country of destination.
- 1.3.2 persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of

- said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.
- 1.3.3 Persons practising a professional sport.
- 1.4 The insurance contract cannot be signed for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If the premium is paid nevertheless for these persons, a refund is available to the person paying the premium.

**2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover**

**2.1 Taking out insurance and commencement of the policy**

- 2.1.1 The application for an insurance contract may be made at any time. It must be concluded for the total remaining period of the stay.
- 2.1.2 The insurance contract is concluded when HanseMerkur has received the correctly-completed application form for this and has sent you confirmation of insurance. The application is correctly completed only when it contains all the requested information in an unambiguous and complete form.

2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to receive a refund.

## **2.2 Commencement of insurance cover**

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

## **2.3 Duration**

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

## **2.4 Termination**

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

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

## **2.5 Insurance year and waiting periods**

- 2.5.1 An insurance year is considered to be 12 months. The insurance year begins from the start of insurance. If a benefit which is limited per insurance year is claimed in an insurance year, insurance cover for this benefit lapses once the benefit limit is reached. If a benefit is limited per insurance year, insurance cover for this benefit continues until the benefit limit is reached, even if the contract duration is less than 12 months.
- 2.5.2 If the insurance cover or benefits are tied to waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on request from HanseMerkur. The waiting time also does not apply to accidents or to medical interventions to avert an acute danger to your life. A comparable prior insurance that existed following arrival without interruption up to when this insurance commenced is counted against the general waiting time. The limitations on the obligation to pay benefits under clause III. 3 (Limitations to the insurance cover) and the special waiting times continue without restriction.

## **3. Scope of the insurance cover**

- 3.1 The insurance cover applies during the temporary stay in Germany and for temporary trips in the countries of the European Union, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City, but not in your home country. Home country as defined in this condition means your permanent residence before your temporary stay in Germany.
- 3.2 For insurance contracts lasting 12 months, insurance cover also applies during a temporary return to your home country, notwithstanding clause 3.1. Insurance cover in your home country is limited to six weeks for all stays in the home country.

## **4 What requirements must be complied with when paying the premiums?**

### **4.1 Size of premium**

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

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

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

4.2.3 In addition, HanseMerkur will be entitled to terminate the contract so long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

## **4.3 Payment of subsequent premiums**

- 4.3.1 If the subsequent premium is not paid on time, HanseMerkur will send you a reminder and will set a time limit of two weeks for payment.
- 4.3.2 If you have still not made the payment when this deadline expires, HanseMerkur is entitled to terminate the contract, if it has drawn your attention to this when the reminder was sent.
- 4.3.3 If HanseMerkur has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. **For insurance events that fall between the deadline and the payment, however, no insurance cover is provided.**

## **4.4 Collection of premiums**

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

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

## **4.5 Calculation of contribution**

How the premium is calculated is set out in the technical calculation basis of the insurer. If the premiums change, including due to a change in the insurance cover, the premium-related age (age group) reached by the insured person when the change enters into force is taken into account.

## **5. What requirements must be complied with when the benefit payment is made?**

### **5.1 Due date of the payment**

Once the proof of insurance and premium payment are available and HanseMerkur has confirmed its liability to pay and the amount of benefit, HanseMerkur will pay this within two weeks.

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

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

### **5.2 Costs incurred in foreign currencies**

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

HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.

### **5.3 Benefits from other insurance policies**

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

## **6. Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?**

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

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

## 7 Offsetting

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

## 8 What should be borne in mind when communicating with us?

All notifications and statements intended for HanseMerkur should be directed to the address stated in the insurance certificate in written form. The language of the policy is German.

## Section III – Description of benefits

### 1 Scope of insurance

- 1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. An insured event is also deemed to be the death of the insured person and medically necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced, and out-patient examinations.
- 1.2 During your stay, you have a free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and manage case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. HanseMerkur reimburses the costs arising in accordance with clause 2 (Insured benefits).
- 1.2.1 In Germany, HanseMerkur reimburses the costs for medically necessary medical treatment up to the threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The following are deemed to be the so-called threshold levels for payments
  - according to the fee schedule for dentists (GOZ), 2.3 times the fee rate,
  - according to the fee schedule for doctors (GOÄ) pursuant to no. 437 and Section M (laboratory services) of the fee schedule for doctors, 1.15 times the fee rate,
  - according to Sections A, E and O (technical services), 1.8 times the fee rate,
  - for all other services of the GOÄ, 2.3 times the fee rate.
- 1.2.2 Outside Germany, HanseMerkur assumes the costs arising from medically necessary treatment, if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.
- 1.3 HanseMerkur pays for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, HanseMerkur pays for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homeopathy, anthroposophic medicine and phytotherapy). HanseMerkur can, however, reduce its payments to the amount that would have been incurred by the use of available conventional methods or medications.

### 2 Insured benefits

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

If benefits for aids are foreseen under the tariff, the following objects are considered to be aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial

limbs/prostheses, cradles and seat shells, electric wheelchairs, breathing monitoring equipment, infusion pumps, inhalation devices, baby monitors, orthopaedic back, arm and leg support apparatus and speech devices.

### 2.1 Treatment expenses

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

- 2.1.1 Outpatient treatment by a doctor.
- 2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist.
- 2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner).
- 2.1.4 Radiation therapy, light therapy, and other physical treatments prescribed by a doctor.
- 2.1.5 massages, medicinal compresses and inhalations prescribed by a doctor.
- 2.1.6 basic aids prescribed by a doctor that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- 2.1.7 basic aids prescribed by a doctor if these are being purchased for the first time and written consent has been obtained from HanseMerkur in advance.
- 2.1.8 repairs of existing aids prescribed by a doctor.
- 2.1.9 visual aids such as glasses and contact lenses, if vision has changed by at least 0.5 dioptries.
- 2.1.10 operations that cannot be delayed.
- 2.1.11 In-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor).
- 2.1.12 screening check-ups for the early diagnosis of cancers in accordance with statutory programmes introduced in Germany, after a waiting time of six months.
- 2.1.13 screening out-patient check-ups for children in accordance with statutory programmes introduced in Germany.

### 2.2 Dentures and dental care costs

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

- 2.2.1 HanseMerkur reimburses 80% of the eligible cost of a basic, medically necessary denture after a waiting time of six months.
- 2.2.2 HanseMerkur reimburses the cost for a dental check-up, after a waiting time of six months.

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

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

## **2.4 Transportation costs**

- 2.4.1 HanseMerkur shall reimburse the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.
- 2.4.2 HanseMerkur reimburses the additional costs of repatriation to the nearest suitable hospital in your home country, provided the return transport is medically appropriate and reasonable.

## **2.5 Cost of repatriation of mortal remains/funeral**

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

## **2.6 Follow-up liability**

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

## **3 Deductible and restrictions of cover**

- 3.1 The deductible amounts to EUR 25 per insured event.
- 3.2 For the costs for treatment of illnesses, complaints and consequences of accidents which were known of in the six months previous to the start of insurance, you assume a deductible of EUR 5,000. The benefits in this case are limited to no more than EUR 30,000 for each insured person for the entire duration of the contract.
- 3.3 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, HanseMerkur can reduce the benefits to a reasonable level.

## **4 Exclusions from liability**

HanseMerkur does not pay

- 4.1 if you have wilfully brought about the insured event or attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
- 4.2 for treatment that was the sole reason or one of the reasons for commencing the trip and for treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse/civil partner as defined in the Civil Partnership Act or a relative of the first degree;
- 4.3 for treatment that was the sole reason or one of the reasons for taking out the insurance and for treatment whereby it was clear when the insurance was taken out that such treatment would be necessary during the duration of the contract.
- 4.4 For such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Foreign Office of the Federal Republic of Germany – before the start of the journey – issues a warning against travel for the country in question;
- 4.5 for spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or a serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital,

and services which were agreed in writing by the insurer before the start of treatment;

- 4.6 for addiction treatment, including withdrawal;
- 4.7 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary due to an accident at the location; for illnesses it does not apply if you were visiting the spa or health resort only briefly and were not staying for the purposes of treatment;
- 4.8 For treatments by spouses, parents or children or by persons with whom you are living in your own home or in a home being visited; documented material costs will be reimbursed according to the tariff;
- 4.9 for treatment or accommodation caused by infirmity, a need for care or custody;
- 4.10 for psychoanalytical and psychotherapeutic treatment;
- 4.11 for dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist under the tariff;
- 4.12 for immunisation measures;
- 4.13 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;
- 4.14 for suicide, suicide attempts and their consequences;
- 4.15 for organ donations and consequences.

## **5 General obligations and consequences of breaches of obligations**

### **5.1 Obligation to minimise costs**

You are obligated to keep the claim as low as possible and to avoid anything that could lead to an unnecessary increase in costs.

If you are fit to be transported, you must agree to return transport to the nearest suitable hospital in your home country, if HanseMerkur approves the return transport according to the type of illness and its need for treatment.

### **5.2 Obligation to provide information**

You must promptly and accurately complete and return the claim form to HanseMerkur. If HanseMerkur considers it necessary, you are obliged to allow an examination by a doctor appointed by HanseMerkur.

### **5.3 Obligation to provide proof**

You must submit the following proof, which then becomes the property of HanseMerkur:

- 5.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 5.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 5.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for the medically expedient and reasonable return transport.
- 5.3.4 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.
- 5.3.5 Further proof and receipts that HanseMerkur requests in order to check its obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

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

- 5.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to HanseMerkur, provided that

HanseMerkur will pay the damages. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

5.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to HanseMerkur if the

latter has reimbursed the costs. If necessary, you are obliged to assist in pursuing the claims.

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

If you deliberately breach the above-mentioned obligations, HanseMerkur will be released from the obligation to provide benefits. In the event of failure to meet obligations as a result of gross negligence, HanseMerkur is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover remains unchanged.

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Section I contains an overview of the types of benefit and the levels of premium associated with them.  
In Section II, you will, in particular, find explanations about the insured persons, time limits for taking out insurance and premium payments.  
The full description for the types of benefit is in Section III.

**Section I "Overview of benefits"**

The types of insurance specified below and their scope are only valid if they are included in the insurance cover you have selected. **The full description of the insured benefits and events is provided in the relevant clauses of Section III "Description of benefits".**

**RGV. Luggage insurance (insurance cover only with the profi tariff)**

<b>Insured events:</b>	
2.1	Damage to luggage entrusted to third parties
2.2	Overdue delivery of luggage
2.3	Criminal acts by third parties
2.4	Damage sustained as a result of a traffic accident
2.5	Damage by fire, explosion or natural events
<b>Sums insured:</b>	
For each insured damage event, HanseMerkur pays up to a maximum sum insured of	EUR 2,000
For the items specified below, compensation is limited to the following amounts:	
Valuable according to the specification below up to 50% of the contractually agreed sums insured	
Glasses, contact lenses, hearing aids and mobile telephones (car phones are not insured), including accessories for the aforementioned items	EUR 250
Golf and diving equipment, bicycles, including accessories for the aforementioned items	EUR 750
Surfboards, windsurfing equipment, including accessories for the aforementioned items	EUR 500
Musical instruments, including accessories (if taken on the trip for private purposes)	EUR 250
IT equipment and electronic communication and entertainment systems, including accessories	EUR 250
Emergency purchases due to overdue delivery of luggage	EUR 500
HanseMerkur will refund the value of the material in the case of films, video, sound and data media	
The administrative fees for identity cards, passports, motor vehicle documentation, and other types of ID will be reimbursed.	
<b>Items insured:</b>	
<u>Luggage</u> Items regarded as luggage are personal effects taken for a trip, including laptops and their accessories, as well as gifts and souvenirs that you purchase during a trip. Items that are taken on the trip or purchased during the trip solely for professional purposes are <u>not</u> insured.	
<u>Sports equipment</u> Sports equipment, including accessories (but <u>excluding</u> engines), is only insured during periods when such equipment is not being used for its intended purpose.	
<u>Valuables</u> Valuables within the meaning of these provisions are furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment, electronic communication and entertainment systems including accessories.	
<b>Items not insured:</b>	
Not covered are cash, cheques, debit cards, credit cards, telephone cards, securities, tickets, certificates and documents of all kinds, objects of primarily artistic or collector value, dental gold, prostheses of any kind, firearms of any kind, including accessories, and land-based vehicles, aircraft and watercraft, hang-gliders, paragliders, parachutes, or accessories for the aforementioned items.	
<b>Deductible:</b>	
The deductible is EUR 50 per insured event	

**HAFT. Travel liability insurance**

<b>Scope of cover</b>		
The insurance cover applies worldwide.		
<b>Insured benefits</b>		
1.1	Investigation of liability and settlement of justified claims	
1.2	Sureties in the event of annuities due	
1.3	Costs of a legal dispute	
<b>Insured events</b>		<b>Basic</b>
2.1	Everyday liability risks	EUR 1.0 million
2.2	Liability claims for damage to rented property, per insured event	EUR 10,000
2.3.	Damage to the household of the host family	EUR 10,000
2.4	Deportation costs	EUR 1,000
2.5	Loss of keys	-
2.6	Damage to assets	-
2.7	Professional liability	-
2.8	Bad debt insurance	-
<b>Deductible</b>		<b>Profi</b>
In the cases under clauses 2.2 and 2.4, a deductible of 20%, at least EUR 50, will be deducted from the calculated benefit. In the cases under clauses 2.3, 2.7 and 2.8, a deductible of 10%, at least EUR 200, will be deducted from the calculated benefit.		EUR 2.5 million
		EUR 10,000
		EUR 25,000
		EUR 5,000
		EUR 250
		EUR 10,000
		EUR 25,000
		EUR 10,000

UV. Travel accident insurance			
<b>Scope of cover</b>			
The insurance cover applies worldwide.			
<b>Sums insured</b>		<b>Basic</b>	<b>Profi</b>
1.1	In the event of disability	EUR 20,000	EUR 60,000
1.2	Progression in the event of disability exceeding 25%	350%	350%
1.3	In the event of death <sup>1)</sup>	EUR 10,000	EUR 20,000
1.4	For rescue costs	EUR 5,000	EUR 10,000
1.5	For the costs of cosmetic surgery	EUR 5,000	EUR 10,000
1) For children under the age of 18.		EUR 5,000	EUR 10,000
<b>Insured events</b>			
2.1	Damage to health caused by an accident		
2.2	Pulled muscles and torn ligaments		
2.3	Drowning or suffocation		

NFV. Emergency insurance			
<b>Scope of cover</b>			
The insurance cover applies worldwide.			
<b>Insured benefits</b>		<b>Basic</b>	<b>Profi</b>
1.1	Return travel costs to home country in the event of a family member becoming ill	-	EUR 1,000
<b>1.2 Cancellation of trip or delayed return journey</b> (loan for additional costs)			
1.2.1	Illness, accident or death	100%	100%
1.2.2	Abduction	EUR 10,000	EUR 15,000
<b>1.3 Emergency message</b>		100%	100%
<b>1.4 In the event of criminal prosecution</b>			
1.4.1	Assistance if detained or when at risk of being detained (loan)	EUR 1,000	EUR 2,500
1.4.2	Loan for bail	EUR 10,000	EUR 15,000
<b>1.5 Loss of money and documents</b>			
1.5.1	Loss of travel money (loan)	-	EUR 500
1.5.2	Assistance when credit and debit or Maestro cards are lost	100%	100%
1.5.3	Loss of travel documents	100%	100%
<b>1.6 Assistance in changing bookings/delays</b>		100%	100%
<b>Deductible</b>			
No deductible			

## Section II "General provisions"

### 1 Policyholder, insurable persons and eligibility

- 1.1 The policyholder is the natural or legal person who has concluded an insurance contract with HanseMercur. The insured persons are those referred to by name in the insurance certificate for which the premium was paid. These insurance terms and conditions apply to you as a policyholder or for you as an insured person.
- 1.2 Insurable persons and persons who are temporarily staying abroad. In the sense of these insurance terms and conditions, "abroad" does not include the country where the insured person is resident at the time of applicable (home country).
- 1.3 Persons conducting a sporting activity for payment and persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded will not be insured, even if payment of contributions is made. The mental condition and objective living conditions of said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.
- 1.4 The insurance contract for persons who do not fulfil the requirements to be insured under these conditions is not valid even if the premium is paid. If a premium is nonetheless paid for a person who is not insurable, the amount is made available to the person making the payment.

### 2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover

#### 2.1 Taking out insurance and commencement of the insurance contract

- 2.1.1 The application for an insurance contract must always be for the total (remaining) period of the foreign stay.
- 2.1.2 The insurance contract is concluded when HanseMercur has received the correctly-completed application form for this and has sent you an insurance certificate. The application is only correctly completed when it contains all the requested information in unambiguous and complete form.

- 2.1.3 The insurance contract is not valid even if the premium is paid, if these conditions are not fulfilled. In this case, the person paying the premium is entitled to receive a refund.

#### 2.2 Commencement

Insurance cover begins on the date shown on the insurance certificate (insurance commencement) after the waiting time has expired, although not before the insurance contract has been concluded and not before entry to the country of destination.

#### 2.3 Duration

- 2.3.1 The insurance applies for the agreed duration. The longest possible insurance duration is 5 years
- 2.3.2 If the stay is extended within the longest possible insurance duration, further insurance cover can only be provided through a new insurance contract within the longest possible insurance duration. The application for the new insurance contract must be received by HanseMercur **before** the expiry of the original insurance contract. The new insurance contract is only valid if HanseMercur has explicitly agreed to it. If a premium is paid for a contract that is not accepted, the person who has paid it will be entitled to a refund.

#### 2.4 Termination

The statutory provisions concerning the right to termination for cause shall remain unaffected by these agreements. The insurance contract and insurance cover end, including for insured events not yet concluded,

- 2.4.1 after the agreed duration, though in any case no later than the end of the insured stay. The insurance cover is extended past the agreed endpoint if the planned end of the trip is delayed for reasons beyond your control;
- 2.4.2 with the death of the insured person;
- 2.4.3 if the conditions for a temporary stay in the insured scope of cover no longer apply.

### 3 Scope of the insurance cover

- 3.1 The scope of cover of this insurance is abroad. In the sense of these insurance terms and conditions, "abroad" does not

include the country where the insured person is resident at the time of applicable (home country).

- 3.2 in derogation from clause 3.1, insurance contracts lasting at least 1 year also provide insurance cover in the home country of the insured person. Insurance cover is limited to 6 weeks for all stays in the home country per year of insurance.

#### **4 What requirements must be complied with when paying the premiums?**

##### **4.1 Size of premium**

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

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

- 4.2.1 The first or one-off premium is due at the date stated in the insurance certificate/insurance policy.
- 4.2.2 **If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control.** However, if the reason for the failure to make payment on time is within your control, insurance cover only starts after payment.
- 4.2.3 In addition, HanseMerkur will be entitled to terminate the contract so long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

##### **4.3. Payment of subsequent premiums**

- 4.3.1 The subsequent premium is due at the date stated in the insurance certificate. If the subsequent premium is not paid on time, HanseMerkur will send you a request for payment and will set a time limit of 2 weeks for payment.
- 4.3.2 If you have still not made the payment when this deadline expires, HanseMerkur is entitled to terminate the contract, if it has drawn your attention to this when the request for payment was sent.
- 4.3.3 If HanseMerkur has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. **However, no insurance cover is provided for insurance events that occur between the deadline and the payment.**

##### **4.4 Receipt of premiums**

If you have agreed to the premium being collected from your account, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if HanseMerkur can collect the premium on the due date, and you do not dispute collection of the correct payment. If HanseMerkur is unable to collect the premium due for a reason beyond your control, the payment shall still be considered on time if payment is made immediately upon receipt of the written payment request from HanseMerkur.

#### **5 In which cases is the insurance cover restricted or excluded?**

##### **5.1 Fraud and deliberate intent**

HanseMerkur does 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. HanseMerkur shall also be released from the obligation to provide benefits if the insured event was caused intentionally by you; if fraud or fraudulent intent has been determined by a final criminal judgment, it shall be deemed to have been proven.

##### **5.2 War, civil unrest and other events**

Unless otherwise specified in Section III, insurance cover is not extended to you for damage caused by war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, or natural events. Furthermore, there is no insurance cover for events arising out of violent disorders connected with a public assembly or demonstration, if you actively take part in it.

##### **5.3 Foreseeability**

HanseMerkur does not pay benefits if the insured event was foreseeable at the time of booking the trip or when the insurance contract was concluded.

**Note:** Please note also the restrictions to the individual insurance policies in Section III of these insurance terms and conditions.

#### **6 What requirements must be complied with if an insured event occurs (obligations)?**

Please note the following clauses, in order not to put your insurance cover at risk.

##### **6.1 Obligation to minimise damage**

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

##### **6.2 Obligation to provide information on the damage**

You must provide true and complete information about the claim. The same applies to any requests that HanseMerkur makes for receipts and information pertaining to the case.

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

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

##### **6.4 Further obligations**

**Note:** Please also see the "Important information" in the case of a claim, enclosed with your insurance documents, and the special obligations for the individual insurance policies in Section III of these insurance terms and conditions.

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

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

#### **7 What requirements must be complied with when the compensation payment is made?**

##### **7.1 Deadline for payment**

Once the proof of insurance and premium payment are available and HanseMerkur have confirmed their liability to pay and the amount of compensation, HanseMerkur will pay this within 2 weeks.

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

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

##### **7.2 Costs incurred in foreign currencies**

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

HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.

##### **7.3 Compensation from other insurance policies**

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

#### **8 Which law applies and what is the limitation period for claims? To whom do the provisions apply?**

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Claims under this insurance policy expire in 3 years. The expiry is measured from



the end of the year in which the claim can be made. When you make a claim, the limitation period will be suspended until you receive the decision from HanseMerkur in writing.  
All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

## 9 Offsetting

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

## 10 What should be borne in mind when communicating with us?

All notifications and statements intended for HanseMerkur should be directed to the head office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium etc.). The language of the contract is German.

## Section III "Description of benefits"

The following insurance policies only apply if they are included in your agreed premium.

### RGV. Luggage insurance

#### 1 What benefits are included in your luggage insurance?

Insofar as agreed in the schedule, if an insured event occurs (see **clause 2; for restrictions see clause 3**), compensation is provided up to the level of the sums insured specified in Section I.

##### 1.1 Benefit in the case of destruction or loss

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

##### 1.2 Benefit in the event of damage

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

#### 2 When is an insured event deemed to have occurred?

Insurance cover applies to the following events.

##### 2.1 Damage to luggage entrusted to third parties

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

##### 2.2 Overdue delivery of luggage

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

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

You have insurance cover up to the level of the sums insured, though no more than the respective compensation limits, in the event of loss, damage or destruction of the insured items by criminal acts of third parties. This includes theft, burglary, robbery, blackmail for the purpose of robbery and deliberate vandalism.

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

You have insurance cover up to the level of the sums insured, though no more than the respective compensation limits, in the event of loss, damage or destruction of the insured items during an accident involving a means of transport (e.g. a traffic accident).

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

You have insurance cover for the insured items up to the level of the sums insured, though no more than the respective compensation limits, in the event of loss, damage or destruction of the insured items by fire, lightning, explosion, storms, floods, landslides, earthquakes or avalanches.

#### 3 What restrictions of the insurance cover should be kept in mind?

##### 3.1 Limitations for valuables

In accordance with valuable in accordance with Section I, insurance cover is valid only so long as they are carried or used as intended and carried in the personal safekeeping of an insured person or are in a properly locked room in a building or a passenger ship. Jewellery and objects made of precious metal in a properly locked room in a building or a passenger ship are, however, only insured if they are also stored in a closed container that offers increased security, including against the removal of the container itself.

##### 3.2 Limitations for motor vehicles and watercraft

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

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

HanseMerkur only pays benefits if the damage can be shown to have taken place between 6.00 and 22.00 or it occurred during a break in travel of not more than 2 hours.

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

##### 3.3 Restrictions for camping

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

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

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

##### 3.4 Damage caused by loss

HanseMerkur does not offer insurance cover for damage caused by items being dropped or left lying, standing or hanging.

##### 3.5 Damage caused by wear and tear

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

#### 4 What requirements must be complied with in connection with damage to luggage (obligations)?

Additions to Section II, clause 6.

##### 4.1 Securing compensation claims against third parties

You must immediately notify the authorities to which you have entrusted your luggage of any damage to checked-in luggage and damage due to overdue delivery and obtain written confirmation thereof. Written confirmation to this effect is to be provided to HanseMerkur. 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.

#### **4.2 Police notification**

You must **immediately** report damage due to criminal acts of third parties and fire damage to the responsible police station, providing a complete list of all items involved in the claim, and you must obtain written confirmation of this. The list to be submitted to the police of all items affected by the claim must be prepared as an itemised list including information about the dates of purchase and the purchase price of each of the individual items. You must send HanseMerkur the complete police record.

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

The legal consequences of a breach of one of these obligations are stated in Section II, clause 6.5.

### **HAFT. Travel liability insurance**

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

Insofar as agreed in the schedule, if an insured event occurs (**see clause 2; for restrictions see clause 3**), you receive the following benefits up to the level of the sums insured specified in Section I.

##### **1.1 Investigation of liability and settlement of justified claims**

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

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

##### **1.2 Sureties in the event of annuities due**

Should you be legally bound to provide a surety on the basis of an annuity due as a result of an insured event, or should you be granted the option to avoid enforcement of a court judgement by providing a surety or escrow, HanseMerkur undertakes to provide the surety or escrow on your behalf.

##### **1.3 Costs of a legal dispute**

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

#### **2 When is an insured event deemed to have occurred?**

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

##### **2.1 Everyday liability risks**

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

- 2.1.1 for family and household responsibility (e.g. arising out of the duty of care for minors);
- 2.1.2. as a cyclist;

- 2.1.3 while practising a sport (**except** the types of sport listed in clause 3.2.3);
- 2.1.4 as a rider or driver when using third-party horses and carts for private purposes (liability claims of the animal's keeper or owner against you are not covered);
- 2.1.5 through the ownership and use of aircraft models, unmanned balloons and gliders which are powered neither by motors nor by propellants, whose weight in flight does not exceed 5 kg and for which there is no insurance obligation;
- 2.1.6 through the ownership and use of own or third-party rowing or pedal boots as well as third-party sailing boats which are powered neither by motors (including outboard motors) nor by propellants, and for which there is no insurance obligation;
- 2.1.7 arising out of the ownership, possession, maintenance or use of own or third-party surf boards for sporting purposes; however, the legal liability of the insured person from renting, borrowing or other transfer of use to third parties is **excluded**.
- 2.1.8 from working as an au pair. If you are working as an au pair on the basis of a written contract, the private liability insurance does include your professional liability insurance, in derogation of clause 3.1.3. In this case, only liability claims that are on the basis of activities that you are allowed to practice on the basis of your level of education are insured. This insurance cover only applies, however, if claims are made against you and you have no other or only inadequate insurance cover, e.g. as part of a private liability insurance of the host family.

##### **2.2 Liability claims for damage to rented property**

Contrary to clause 3.2.4, the insurance also covers damage to rented property. In this connection, the insurance cover extends to everyday liability risks incurred by the insured person as the user of rooms in buildings (e.g. hotel and B&B rooms, holiday apartments, bungalows, dining rooms, shared bathrooms).

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

- damage to moveable items such as pictures, furniture, television sets, crockery, etc.;
- damage due to wear and tear and excessive strain;
- damage to heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment.

##### **2.3 Damage to the household of the host family**

Contrary to clauses 2.2 and 3.2.7, liability claims against you are insured if they relate to damage to mobile objects (e.g. pictures, furniture, television sets, crockery, carpets) and to the household of the host family whose use is foreseen and permitted in connection with hosting. The household of the host family includes the house or home where the host family is resident (main, second and holiday homes), including the associated land and additional buildings or adjoining rooms located on it. The total payment for all damages to mobile objects and room of the host family within one insurance year or any agreed shorter insurance period is limited to double the amount stated in section I. An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

##### **2.4 Deportation costs**

Insurance cover exists if you are deported by the authorities in the Federal Republic of Germany to your home country. The insurance cover for the deportation costs only applies if the deportation is ordered within the insured period and the period of the contract with the host family and within the period stated in the residence permit or the visa for the stay.

If the insured event occurs, HanseMerkur insures against the additional costs (deportation costs) which can be shown to have been incurred by the policyholder (host family) in accordance with §§ 765, 773 of the German Civil Code (BGB) in conjunction with §§ 82 (2), 83 und 84 of the Aliens Law.

##### **2.5 Loss of keys**

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost.

The maximum payment for each insured event under section I applies to all claims within one insurance year - or any agreed shorter insurance period. An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

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

### **2.6 Damage to assets**

HanseMerkur gives you insurance cover for the case where you are held responsible for damage to assets on the basis of legal liability provisions. Damage to assets is such damage as is neither personal damage nor damage to property nor can be considered as such arising from damage caused by the policyholder. Assets include in particular money and papers with a cash value. The insurance cover does not relate to payment obligations deriving from fines or tax assessments or other charges resulting from administrative Acts or the performance of contracts.

### **2.7 Professional liability**

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

### **2.8 Bad debt insurance**

If you have a justified right to compensation for personal or property damage and are in part or entirely unable to claim these justified debts from the person responsible for compensation, HanseMerkur provides you with cover as though the person responsible for compensation had had insurance cover to the limit and extent of this liability insurance under German law. The person responsible for compensation or other third parties have no rights deriving from this insurance contract.

## **3 What restrictions of the insurance cover should be kept in mind?**

### **3.1 Liability risks not insured**

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

### **3.2 Liability claims not covered**

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse, bicycle or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4. Unless expressly listed in the overview of benefits, liability claims for 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.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-

in-law, step-parents and children, grandparents and grandchildren, siblings, foster parents and children as well as persons connected by means a family-like, long-term relationship similar to that of parents and children.

- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as, unless explicitly co-insured under clause 2.3, between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.
- 3.2.10 Liability claims for damage as a result of using weapons of any kind.
- 3.2.11 Liability claims for all resultant financial losses.
- 3.2.12 Unless expressly listed in the overview of benefits, liability claims for damage as a result of loss of items such as money, securities and valuables.

### **3.3 Limitation of benefits**

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

## **4 What requirements must be complied with if an insured event occurs (obligations)?**

Additions to Section II, clause 6.

### **4.1 Immediate notification of the incident**

If a claim for compensation for damages is asserted against you, please inform HanseMerkur 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 HanseMerkur immediately, 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, legal aid is applied for 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 HanseMerkur, grant power of attorney to the lawyer appointed or specified by HanseMerkur and submit all declarations that HanseMerkur 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 – without waiting for instruction from HanseMerkur – file an objection or seek the required legal remedies within the set time limit.

#### **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 allow HanseMerkur to exercise this right in your name.

#### **4.5 Conferment of authority**

HanseMerkur is 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 6.5 of Section II.

### **RU. Travel accident insurance**

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

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

##### **1.1 Benefits in the event of disability**

For the benefit to be paid, your physical or mental ability must be permanently impaired as a result of the accident (disability). Impairment is considered permanent if it is expected to last longer than 3 years and no change in the situation is expected. The disability must occur within 15 months of the accident and be confirmed in writing by a doctor within 21 months of the accident, and you must have informed HanseMerkur of this in writing.

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

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

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

- 1.1.2 Should the insured event affect body parts or sensory organs whose loss or loss of use is not covered above, the decisive factor shall be the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.
- 1.1.3 Should the insured event affect several physical or mental functions, the aforementioned degrees of disability shall be added together. However, more than 100% will not be accepted.
- 1.1.4 Should the insured event affect a physical or mental function that was already permanently impaired, a deduction corresponding to the level of pre-existing disability shall be made. This shall be measured in accordance with the degrees of disability under clause 1.1.1.

1.1.5 Should death occur as a result of the accident within a year of the insured event, no entitlement to disability benefits shall exist.

1.1.6 If you die due to a cause unrelated to the accident within a year of the insured event or (regardless of the cause) later than 1 year after the accident and if a claim for disability benefit in accordance with clause 1.1.1 were to arise, HanseMerkur would provide compensation in accordance with the degree of disability that would have been applied in accordance with the latest recorded medical findings.

#### **1.2 Progression in the event of disability exceeding 25%**

The following applies if an accident not involving illnesses or ailments under the assessment principles of clause 1.1 leads to a permanent impairment of physical or mental function by more than 25%:

- 1.2.1 For every percentage point that the accident-related degree of disability exceeds 25%, HanseMerkur pays an additional 2% from the sum insured.
- 1.2.2 For every percentage point that the accident-related degree of disability exceeds 50%, HanseMerkur pays an additional 2% from the sum insured.
- 1.2.3 The additional benefit is limited to a maximum of EUR 150,000 per insured person. If further accident insurance policies of HanseMerkur Reiseversicherung AG apply to the insured person, the maximum amount applies to all the insurance contracts together.

In the event of disability, these special conditions individually have the following effect:

IG*	VS*	IG*	VS*	IG*	VS*	IG*	VS*
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

\* IG = accident-related disability degree in %

VS = benefit from the sum insured in %

#### **1.3 Benefits in the event of death**

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

#### **1.4 Coverage of rescue costs**

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

- 1.4.1 search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.

- 1.4.2 Transport of the injured party to the nearest hospital or to a specialist clinic if this is medically necessary and has been ordered by a medical practitioner.
- 1.4.3 additional expenses for the transport of the injured person back to the place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 1.4.4 repatriation of mortal remains to the last permanent place of residence in the event of death.
- 1.4.5 Services set out in clause 1.4.1, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances led you to believe that it was imminent.

### **1.5 Coverage for the costs of cosmetic surgery**

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

## **2 When is an insured event deemed to have occurred?**

### **2.1 Damage to health caused by an accident**

An insured event 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, i.e. a sudden external event having an impact upon the body, having to occur.

### **2.2 Pulled muscles and torn ligaments**

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

### **2.3 Drowning or suffocation**

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

## **3 What restrictions of the insurance cover should be kept in mind?**

### **3.1 Which events are not covered?**

HanseMerkur does not pay benefits for:

- 3.1.1 Accidents caused by mental disorders or impaired consciousness, including due to the consumption of alcohol or drugs, as well as by strokes, epileptic fits or other seizures that affect your entire body; however, insurance cover shall apply if these are caused by an accident falling under this contract.
- 3.1.2 Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.
- 3.1.3 Accidents caused directly or indirectly by war or civil war events or in connection with terrorist attacks. However, we shall provide insurance cover if you are travelling abroad and is unexpectedly affected by war or civil war. This extension of insurance cover shall, however, not apply in the case of travel in or through states that were already engulfed by war or civil war upon commencement of the trip. It shall also not apply in the event of active participation in war or civil war, or in the event of accidents caused by NBC (nuclear, biological or chemical) weapons.

- 3.1.4 Accidents befalling you as the pilot of an aircraft (including sports aircraft) requiring a permit in accordance with German law, or as a crew member on an aircraft, if these occur with a causal connection to the operation of the aircraft.
- 3.1.5 Accidents when carrying out an activity with the aid of an aircraft.
- 3.1.6 Accidents while using spacecraft; however, you have insurance cover as an airline passenger.
- 3.1.7 Accidents befalling you as the driver, co-driver or passenger of a motor vehicle taking part in a driving event, including the corresponding practice runs, involving driving at high speeds.
- 3.1.8 Accidents caused directly or indirectly by nuclear energy.
- 3.1.9 Damage to health caused by radiation and damage to health caused by therapeutic measures or interventions on your body. However, insurance cover is provided if therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.10 Damage to health caused by infections. These are also excluded if caused by insect stings or bites or other minor injuries to the skin or mucous membranes through which the pathogens entered the body, either immediately or at a later stage. However, insurance cover is provided for rabies and tetanus, as well as for infections whereby the pathogens entered the body through injuries as a result of an accident which is not excluded under clause 1. Insurance cover is also provided for infections caused by therapeutic measures or interventions if the therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.11 Abdominal or inguinal hernias. However, insurance cover is provided if these occur due to a violent external impact falling under this policy.
- 3.1.12 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage. However, insurance cover is provided if the predominant cause is an accident falling under this policy.
- 3.1.13 Pathological disorders as a result of psychological reactions, regardless of their cause.
- 3.1.14 Poisoning as a result of ingesting solid or liquid substances through the gullet.

### **3.2 What impact do illnesses or infirmities have?**

If illnesses or infirmities contribute to the damage to health caused by an accident, or the consequences thereof, the benefits shall be reduced by an amount proportionate to the illness or infirmity, if this proportion is at least 25%. If illnesses or infirmities contribute to damage to health caused by an accident, or the consequences thereof, any entitlement to benefits shall lapse, if this proportion is more than 50%.

## **4 What requirements must be complied with in the event of damage due to an accident during travel (obligations)?**

- Additions to clause 6 of the General Section -

### **4.1 Immediate medical consultation**

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

### **4.2 Examination by doctors**

You are obliged to allow an examination by a doctor appointed by HanseMerkur. HanseMerkur will bear the necessary costs, including any loss of earnings.

### **4.3 Notifications in the event of death**

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

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

The legal consequences of a breach of one of these obligations are stated in clause 6.5 of Section II.

## NFV. Emergency insurance

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

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

#### 1.1 Return travel costs to home country in the event of a family member becoming ill

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

An insurance year is considered to be a period of 12 months calculated from the start of insurance. Your relatives include the spouse or partner in a marriage-like relationship, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and siblings-in-law. HanseMerkur will reimburse your return trip to the host country in the event of an emergency trip home using a simple form of travel, e.g. 2nd class train travel or the cheapest tourist class air ticket, if there are still more than 30 days in the host country until the originally planned return or if you need to return to the host country in order to take an examination necessary for further education. The costs for the final return home will be assumed by HanseMerkur if the return ticket was used or rebooked for the emergency trip home.

#### 1.2 Benefits where the trip is terminated or the return journey is delayed

HanseMerkur will organise the return trip and grant a loan for additional costs incurred in excess of the cost of the originally planned return trip if the booked trip cannot be completed as planned by you for the reasons specified below.

- 1.2.1 In the event of you or your travel companion suffering unexpected serious illness, serious accident or death.
- 1.2.2 In the event of your abduction or the abduction of your travel companion, HanseMerkur will provide a loan to each insured person.

Before a loan can be granted, a copy of your personal ID card or passport must be presented to HanseMerkur's emergency assistance service. The loan must be repaid to HanseMerkur within one month after the end of the trip in one lump sum.

#### 1.3 Emergency message

If you cannot be reached during the trip, HanseMerkur shall endeavour to alert the insured person using an emergency message (e.g. via radio) and shall cover the cost of this.

#### 1.4 Prosecution

HanseMerkur will grant a loan up to the amount specified in Section I for the costs listed below. You must repay the loan to HanseMerkur immediately upon reimbursement by the authority or the court, but at the latest within 3 months of disbursement.

- 1.4.1 Assistance if arrested or when at risk of being arrested  
If you are arrested or threatened with arrest, HanseMerkur will assist in finding a lawyer and/or interpreter. If this occurs,

HanseMerkur will provide a loan for court, legal and interpreting costs, up to the agreed amount.

#### 1.4.2 Loan for bail

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

### 1.5 Loss of money and documents

#### 1.5.1 Loss of travel money

If you experience a financial emergency due to the loss of your means of payment through theft, robbery or any other loss, HanseMerkur will contact your bank via their emergency assistance service. If necessary, HanseMerkur 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, HanseMerkur will provide you with a loan up to the amount specified in Section I via their emergency assistance service, subject to presentation of a copy of a personal ID card or passport. The loan must be repaid to HanseMerkur within one month after the end of the trip in one lump sum.

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

In the event of the loss of credit or EC/Maestro debit cards, HanseMerkur will help you to have the cards blocked. However, HanseMerkur shall not be held liable for the successful blocking of the card and any financial losses that result despite blocking the card.

#### 1.5.3 Loss of travel documents

In the event of a loss of travel documents, HanseMerkur will help to obtain the respective replacement documents.

### 1.6 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 help you change the booking. The costs of changing the booking and increased travel costs shall be borne by you. On your request, HanseMerkur will notify third parties of the itinerary changes.

### 2 When is an insured event deemed to have occurred?

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

### 3 What requirements must be complied with if an insured event occurs (obligations)?

Additions to Section II, clause 6.

#### 3.1 Contacting the worldwide emergency service

In order to be fully covered under our emergency insurance, you or a person whom you appoint as your representative of the insured person must notify HanseMerkur's 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](http://www.hansemerkur.de) under "Travel emergency assistance service".

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

The legal consequences of a breach of one of these obligations are stated in Section II, clause 6.5.