

Terms and Conditions of Annual Travel Insurance
VB-RS 2014 (JRV)

In the present Terms and Conditions of Insurance, the policyholder and insured persons are referred to as "you". The present Terms and Conditions of Insurance apply to you as the policyholder to you as the insured person. You are the policyholder if you have concluded an insurance contract with HanseMerkur. You are an insured person if you are also insured under the terms of a policy taken out by the policyholder. The policyholder may also be an insured person.

Your Terms and Conditions of Insurance comprise two sections. Section A contains information on insured persons, insurance deadlines and payment of premiums. This section also outlines the restrictions and codes of conduct (obligations) that apply to all insurance policies. Section B includes the scope of cover for the individual insurance policies. In addition to benefits and eligibility for benefits, this section also stipulates exclusions and codes of conduct applying only to the relevant insurance policy.

A: General Section (valid for all insurance policies specified in Section B)
§ 1 Insured persons and eligibility for insurance

Insured persons are those persons named in the insurance certificate.

Newborn children of insured persons are insured on completion of birth insofar as they are insured with HanseMerkur retrospectively within 2 months of birth and no other insurance cover applies.

The following are eligible for insurance.

1. Persons resident in the Federal Republic of Germany.
2. Families: families are deemed to comprise a minimum of 2 individuals sharing a household. Up to 2 adults and children under the age of 21 may be insured. For family members travelling alone, the sum insured is 50% of the agreed family sum insured.

§ 2 Conclusion and termination of the insurance contract

1. You may conclude the insurance contract at any time. The insurance contract starts at the agreed time and is concluded for the duration of one year. The contract is automatically renewed for an additional year respectively if neither you nor HanseMerkur cancel the contract in writing 3 months before expiry.
2. The above is without prejudice to statutory provisions regarding the right of extraordinary termination.
3. The insurance contract ends upon your death or when you cease to reside in the Federal Republic of Germany. Notwithstanding this, insured persons may continue the insurance contract for a term of 2 months following your death or departure from the Federal Republic of Germany by naming a future policyholder.

§ 3 Premium

1. Payment of the first premium
 - a) The first premium falls due for immediate payment upon your receiving the insurance certificate and the premium calculation.
 - b) If the premium is not paid in a timely manner and payment is made at a later date, cover does not commence until said later date. Notwithstanding this, the above applies only if you are responsible for non-payment and if HanseMerkur has separately notified you of such a consequence in writing, e.g. in the insurance certificate.
 - c) If payment of the first premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. Notwithstanding this, the above applies only if you are responsible for non-payment.
2. Payment of subsequent premiums
 - a) Each subsequent premium is valid for one insurance year and falls due at the start of the insurance year.
 - b) If you fail to pay subsequent premiums in a timely manner, HanseMerkur may demand payment in writing and set a payment deadline of at least 2 weeks. If you have not paid by the end of the payment deadline, cover will cease from this point until payment, and HanseMerkur may cancel the contract. Notwithstanding this, the above applies only if HanseMerkur has notified you of such a consequence together with the demand for payment.
 - c) The contract will continue to apply if HanseMerkur cancels and you pay the requested amount within one

month of receipt of the notification. Notwithstanding this, no cover will apply for insured events occurring between point of cancellation and receipt of the payment.

3. Amount of premium

The schedule of premiums provides information on the amount of premium for individuals or families. This is split into contribution levels based on the age of the insured person and the insured price of the trip.

- a) If you no longer constitute a family within in the meaning described above, HanseMerkur will, on the next payment date, amend your amount of premium from the family insurance rate to the rate for individual insurance policies valid at the transfer date. Such a switch will be to the contribution level closest to half of your previously insured trip price. You will not receive separate notification of this switch.
- b) At the end of the year in which they attain their 21st birthday, insured children will be switched to the rate for individual insurance policies valid at the transfer date. Such a switch will be to the 1st contribution level for individual insurance policies. Notwithstanding this, the minimum trip price to be insured will be EUR 1,000. You will not receive separate notification of this switch.
- c) Whenever the amount of your premium changes, you may give notice of termination of contract within 2 months of such a change to take effect when the change becomes effective.

4. Collection of premiums

If premiums are collected from an account, this is done immediately after authorisation for direct debit is given. A payment is deemed to have been made in a timely manner if the premium can be collected on the day of payment and you do not object to the collection of the payment. If the premium cannot be collected by us for reasons which are not your fault, payment will still be deemed to have taken place in a timely manner if instigated immediately upon receipt of a demand for payment from HanseMerkur.

§ 4 Scope of application, inception, term and end of the coverage

1. The insurance cover applies worldwide. Cover only applies to trips within the Federal Republic of Germany if the distance between the place of residence of the insured person and the destination is more than 50 kilometres. Journeys from and to the insured person's place of work do not constitute trips.
2. Upon payment of the premium, cover starts for all trips booked after the contract has been concluded. Cover for trips already booked only applies for travel cancellation insurance if insurance was concluded at least 30 days before the trip commences. If there are fewer than 30 days between the booking of the trip and the start of the trip, cover only applies for such a trip if travel cancellation insurance was concluded no later than on the third working day after the trip was booked. For all other types of insurance, cover only applies if the contract is concluded

before the start of the trip. A trip is deemed to have commenced once the first travel service has been fully or partially used. If the contract is concluded after the start of the trip, cover only applies for subsequent trips.

3. Cover applies to any number of temporary, insured trips booked or commenced within one year. If a trip lasts for a period of more than 56 days, obligation to pay benefits applies only for the first 56 days of the trip. If the annual policy period expires during a trip, insurance cover will only continue if notice of termination of contract has not been given.

Insurance cover under travel cancellation insurance ends upon the commencement of the relevant trip. For the other types of insurance, insurance cover ends at the end of the insured trip.

If a contract is cancelled, cover applies after the contract expires if it is only possible to finish a trip after the end of the contract because the planned end of the trip is delayed for reasons for which you are not responsible.

For children insured under the family insurance, cover ends at the latest in the insurance year in which the child attains the age of 21. HanseMerkur will not send separate notification of this.

§ 5 Restrictions to cover

HanseMerkur does not pay benefits in the following cases.

1. You maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit.
2. You act with intent in causing the damage.
3. The insured event was predictable at the point of booking the trip or upon conclusion of the insurance contract.
4. The insured event was caused by one of the following events:
war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active participation in violent acts during public meetings or proclamations.

§ 6 General obligations and consequences of breach of obligations

1. Keep the damage to a minimum and avoid everything that might result in an unnecessary increase in cost.
2. You must provide all information regarding the insured event truthfully and in full. You must fully complete and return the claim form sent to you. Any receipts and relevant information additionally requested by HanseMerkur must be provided in the same way.
3. Compensation claims against third parties are covered by HanseMerkur to the amount of the payment made according to the legal provisions. HanseMerkur is required to ensure that you do not suffer any disadvantage in this regard. If necessary, you are required to assist with the assertion of the compensation claim.
4. HanseMerkur is no longer required to pay benefits if you act with intent in breaching one of the above obligations. In the case of grossly negligent breach of an obligation,

HanseMerkur is entitled to reduce benefits in accordance with severity of fault. Cover will remain in place if you are able to demonstrate that you did not act in a grossly negligent manner in breaching the obligation.

§ 8 Payment of the insurance benefit

1. Costs in foreign currency
HanseMerkur converts costs incurred in a foreign currency into Euros using the rate on the day when it received the receipts. The official currency exchange rate applies, except if you acquired the foreign currency for paying the invoices at a less favourable rate.
2. Due date of our payment
As soon as HanseMerkur has received evidence of the insurance and premium payment and has determined its obligation to pay benefits and the amount of the compensation, payment will be effected within 2 weeks at the latest.
You may request a suitable advance payment in circumstances where an obligation to pay benefits has been determined but the amount of the compensation cannot be determined within one month of receiving a claim.
If official inquiries or criminal law proceedings are initiated against you or an insured person in connection with an insured event, HanseMerkur may postpone settlement of a claim until such proceedings have been completed and have legal force.
3. Compensation from other insurance contracts
If compensation from a different insurance contract can be claimed in the case of an insured event, the other contract takes precedence over the present Agreement. This also applies if subordinate liability has already been agreed in such insurance contracts and regardless of when the other insurance contract was concluded. If you report the insured event to HanseMerkur first, HanseMerkur will make an advance payment and will contact the other insurance company directly regarding sharing of costs.

§ 9 Applicable law, limitation period, application for insured persons

The present Terms and Conditions of Insurance are further governed by the German Insurance Act and by the Law of the Federal Republic of Germany to the extent that this is not in contradiction to international law. Claims under this insurance contract have a limitation period of 3 years. The period of limitation begins at the end of the year in which the benefit can be requested. If you have reported a claim, the period of limitation is postponed until such time as you receive a decision from HanseMerkur in writing.

All provisions of the insurance contract apply *mutatis mutandis* to you in your capacity as policyholder and to the insured persons.

§ 10 Declarations of intent and notifications

Declarations of intent and notifications made to HanseMerkur must be in writing (letter, fax, e-mail, electronic data media, etc.).

B: Special Section regarding individual types of insurance

Travel cancellation insurance

§ 1 Description of the insurance cover

HanseMerkur will pay benefits if you or an insured person are affected by an insured event that makes it unreasonable for you to begin your trip as scheduled. To the extent that no other sums are mentioned below, the compensation is limited to the agreed sum insured.

§ 2 Insured events

1. Unexpected and severe illness, death, injury through accident, or pregnancy
2. Breakage of prostheses or loosening of implanted joints
3. Intolerance to a vaccine
4. Notification of a date to donate or receive organs and tissue (living donation) under the German Transplantation Act

5. Significant damage of at least EUR 2,500 to your property as a result of fire, a burst water main, an Act of God or criminal acts committed by a third party (e.g. burglary)
6. An unexpected court summons, provided that the court does not accept your holiday booking as a reason to defer the summons
7. Adoption of a minor to the extent that your required presence to complete the adoption occurs within the travel time
8. Loss of job followed by unemployment as a result of an unexpected redundancy. Loss of orders or insolvency in the case of self-employed persons are not insured.
9. Commencement of a job subject to mandatory social insurance contributions or ending a state of unemployment by entering a work activity with compensation for additional costs (so-called "1-euro job"). The above requires you to be registered as unemployed with the Bundesagentur für

Arbeit (Federal Employment Agency) when the trip was booked. The commencement of internships, operational or training measures of any kind and, for school pupils or students, work during or after school or study time are not insured.

10. Short-time work that is necessary due to the economic situation with an expected reduction in income of at least the amount of regular monthly net pay. The above requires the employer to report the short-time work between the conclusion of the insurance and the start of the trip.
11. A change of employer and related change of job if the insured trip falls in the probationary period, for a maximum period of the first 6 months of the new job. The above requires insurance to have been concluded before such a change became known.
12. Resitting failed examinations at a school/university/college, if the resit falls within the insured travel time. The above requires the date for the resit to occur within the travel time or up to 14 days after the end of the trip.
13. Failure of a pupil to complete a school year or to be admitted to an exam, in the case of a school or class trip
14. Missing a public transport connection which has been booked and which is covered by the insurance policy because of a delay in public transport of more than 2 hours, or if a connection is cancelled. Public transport means all inner-German vehicles authorised for passenger transport by air, land or water. Means of transport used as part of round trips/round flights, rental cars, taxis and cruise ships do not count as public transport or public transport connections.
15. Unexpected serious illness, serious accident or intolerance to vaccination of a dog or a cat registered to travel

§ 3 Insured persons

Insured persons are as follows.

1. Persons who have booked a trip with you. This does not apply if more than 6 persons or, in the case of family tariffs, if more than 2 families book a trip together.
2. Your relatives and the relatives of your spouse or life partner. Such relatives include children, adopted children, step-children, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.
3. Persons looking after non-travelling minors or care-dependent relatives of an insured person

§ 4 Insured benefits

1. Reimbursement of cancellation costs

HanseMerkur will reimburse you for the contractually owed cancellation costs if you do not embark upon a trip or attend a seminar or for the price of entrance tickets if you do not attend an event. This additionally includes an agency fee of up to EUR 100 per person or per rental property. If you have booked and insured services that cannot be cancelled, HanseMerkur will reimburse you for the cost of the trip or ticket.

2. Reimbursement of additional costs of outward journey

In the event of a delay to the start of the trip, HanseMerkur will cover the additional costs of the outward journey in line with the type and quality of travel originally booked. HanseMerkur will reimburse you for such additional costs up to the maximum amount of the cancellation costs that would have been incurred if the trip had been cancelled entirely.

3. Reimbursement of rebooking costs

If a trip is rebooked, HanseMerkur will reimburse you for the rebooking costs incurred up to the amount of the costs that would have been incurred if the trip had been cancelled. If you rebook a trip up to 42 days before the start of the trip in circumstances where an insured event has not occurred, HanseMerkur will reimburse you for the costs of the rebooking up to an amount of EUR 30 per person or property.

4. Reimbursement of single room supplements

If have booked a double room with an insured person who has to cancel the trip for an insured reason, HanseMerkur will reimburse you for the single room supplement and additional rebooking costs or proportionate costs of the person cancelling the double room up to the amount of the

costs of a full cancellation.

§ 5 Additional cover for cruises

If you miss a cruise ship because of a delay in public transport of more than two hours, HanseMerkur will compensate you for the additional costs of travel demonstrated to have been incurred according to the type and quality of travel originally booked. Reimbursement will be made up to the cancellation costs owed which would have been incurred if the trip had been cancelled, up to a maximum of EUR 1,500 per person.

§ 6 Restrictions to cover

1. Pre-existing conditions

Medical conditions known upon conclusion of the insurance contract and treated in the 6 months preceding the conclusion of the contract are not covered. Check-ups are not deemed to be treatment.

2. Psychological reactions

HanseMerkur does not pay benefits in the case of illnesses which have apparently occurred as a psychological reaction to terror attacks, to plane or bus accidents or as the result of the fear of civil unrest, war, Acts of God, diseases or epidemics.

§ 7 Obligations in the case of an insured event

1. Immediate cancellation

In order to keep the costs to a minimum, you must cancel your trip with your operator immediately upon occurrence of the insured event.

2. Evidence of the amount of damage

All receipts relating to the amount of the claim, e.g. the calculation of cancellation costs, must be submitted as originals.

3. Evidence for insured events

You must provide suitable original receipts as evidence for an insured event. Doctor's certificates must contain diagnosis and treatment data. Insofar as HanseMerkur deems it necessary, we may arrange for inability to travel to be certified by means of an assessment carried out by a specialist.

4. Consequences in the case of non-compliance with obligations

The legal consequences of breaching one of the above obligations are set out in Clause 6.4 of the General Section.

Holiday guarantee (travel curtailment insurance)

§ 1 Description of the insurance cover

HanseMerkur will pay benefits if you or an insured person are affected by an insured event that makes it unreasonable for you to end your trip as scheduled. To the extent that no other sums are mentioned below, the compensation is limited to the agreed sum insured.

§ 2 Insured events

1. Unexpected and severe illness, death, injury through accident, or pregnancy
2. Breakage of prostheses or loosening of implanted joints
3. Intolerance to a vaccine
4. Notification of a date to donate or receive organs and tissue (living donation) under the German Transplantation Act
5. Significant damage of at least EUR 2,500 to your property as a result of fire, a burst water main, an Act of God or criminal acts committed by a third party (e.g. burglary)
6. An unexpected court summons, provided that the court does not accept your holiday booking as a reason to defer the summons
7. Adoption of a minor to the extent that your required presence to complete the adoption occurs within the travel time
8. Missing a public transport connection which has been booked and which is covered by the insurance policy because of a delay in public transport of more than 2 hours, or if a connection is cancelled. Public transport comprises all transport by vehicles approved for public transport of passengers by air, land or water. Means of transport used as part of round trips/round flights, rental cars, taxis and cruise ships do not count as public transport or public transport connections.

9. If your travel destination suffers avalanches, landslides, flooding, earthquakes or hurricane and you are forced to extend the trip due to a natural disaster or elementary event at the holiday destination.

§ 3 Insured persons

Insured persons are as follows.

1. Persons who have booked a trip with you. This does not apply if more than 6 persons or, in the case of family tariffs, if more than 2 families book a trip together.
2. Your relatives and the relatives of your spouse or life partner. Such relatives include children, adopted children, step-children, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.
3. Persons looking after non-travelling minors or care-dependent relatives of an insured person.

§ 4 Insured benefits

Unless otherwise stated below, the quality of the trip booked is considered when compensating for the costs cited below relating to transport, accommodation and board.

1. Additional return journey and accommodation costs

If you have to curtail your trip or need to delay your return, HanseMerkur will reimburse you for the additional costs of the return journey back where evidence can be provided. Direct additional costs such as accommodation and board are also covered. If a return journey by plane not included in the original booking is required, reimbursement will be made for the costs of a seat in economy class only.

If an insured person travelling cannot be transported due to an insured event, or if an event pursuant to Clause 2.9 occurs, HanseMerkur will reimburse you for the additional accommodation costs.

2. Travel services not used

In the event of curtailment within the first half of an insured trip no later than within the first 8 days of travel, HanseMerkur will reimburse the travel price insured. In the event of curtailment within the second half of an insured trip (no earlier than within the first 9 days of travel) or in the case of an interruption to the trip, HanseMerkur will provide compensation for travel services not used.

If the amounts of the individual travel services cannot be objectively demonstrated (e.g. package holidays), HanseMerkur will provide reimbursement for the unused days of the trip proportionately to the duration of the whole of the trip. In such cases, compensation is calculated as follows:

$$\frac{\text{Travel days not used} \times \text{trip price}}{\text{Original duration of the trip}}$$

Days of outward travel to and return travel from the destination count as full travel days.

No insurance cover applies to unused travel services in circumstances where you have only taken out insurance for the travel or flight tickets for outward travel to and return travel from the destination.

3. Additional travel costs in the event of interruption of the trip

If you need to interrupt a round-trip or cruise, HanseMerkur will reimburse the costs of transport required for you to rejoin the travel group from the location at which the trip had to be interrupted. The total costs in the event of interruption of a trip can only be recognised up to the amount of the costs that would have been incurred in the event of premature termination of the trip.

§ 5 Restrictions to cover

1. Pre-existing conditions

Medical conditions known upon conclusion of the insurance contract and treated in the 6 months preceding the conclusion of the contract are not covered. Check-ups are not deemed to be treatment.

2. Psychological reactions

HanseMerkur does not pay benefits in the case of illnesses which have apparently occurred as a psychological reaction to terror attacks, to plane or bus accidents or as the result

of the fear of civil unrest, war, Acts of God, diseases or epidemics.

§ 6 Obligations in the case of an insured event

1. Evidence of the amount of damage

You must send us original receipts for the costs of the additional return journey or additional travel costs to rejoin the group.

2. Evidence for insured events

You must provide suitable original receipts as evidence for an insured event. Doctor's certificates must contain diagnosis and treatment data. Insofar as HanseMerkur deems it necessary, we may arrange for inability to travel to be certified by means of an assessment carried out by a specialist.

3. Consequences in the case of non-compliance with obligations

The legal consequences of breaching one of the above obligations are set out in Clause 6.4 of the General Section.

Emergency insurance

§ 1 Description of the insurance cover

An insured event occurs if you suffer an emergency event during your trip which is insured pursuant to Clause 2 below. HanseMerkur will assist you by providing the following services via its global emergency service.

§ 2 Insured benefits

1. In the event of illness/accident and death within Germany

a) Repatriation of patients

If you are treated as an inpatient for 5 or more days, HanseMerkur will on request organise your repatriation from the place where you are undergoing inpatient treatment to the nearest suitable hospital at your place of residence. HanseMerkur will pay additional costs incurred over and above the planned return journey, in an amount of up to EUR 2,500. HanseMerkur will only pay benefits if ability to travel can be demonstrated.

b) Recovery costs

If you suffer an accident and require search and rescue or recovery services, HanseMerkur will cover costs incurred up to the amount of EUR 5,000.

c) Costs of repatriation of mortal remains

HanseMerkur will organise and pay for the repatriation of the mortal remains of deceased persons to the permanent place of residence.

d) Funeral costs

HanseMerkur will pay the costs of a funeral abroad up to the amount that would have been incurred for a repatriation of mortal remains.

2. Benefits in the event of that a trip is curtailed or return travel is delayed

HanseMerkur will organise return travel if you cannot complete a trip as planned for insured reasons. HanseMerkur will grant a loan for additional costs resulting compared to the costs for the originally return journey planned.

Insured reasons are as follows.

- a) Death, serious injury as the result of an accident or a serious medical condition suffered by you, by travelling persons also insured under the terms of the policy, by non-travelling relatives or by persons looking after non-travelling minors or care-dependent relatives of an insured person. Relatives include spouses or life partners, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, children in-law and siblings in-law.
- b) Your kidnapping or the kidnapping of a person accompanying you. The loan granted for kidnapping is limited to EUR 10,000 for each insured person.

The granting of such a loan requires the presentation of a copy of the personal ID card or passport of the insured person to the emergency call service of HanseMerkur. Such a loan must be repaid to HanseMerkur as one lump sum within one month of the end of the trip.

3. In the event of criminal prosecution

HanseMerkur will grant a loan up to the amount specified below for the following costs listed. Such a loan must be

repaid to HanseMerkur by you immediately upon reimbursement by a government authority or the court and at the latest within one month of disbursement.

a) Arrest and threat of arrest

HanseMerkur can assist with obtaining a lawyer and/or interpreter if you are arrested or threatened with arrest. Within this context, HanseMerkur will provide a loan for court, lawyer and interpreter costs up to the equivalent amount of EUR 3,000.

b) Loan for bail

HanseMerkur will grant a loan of up to EUR 15,000 for bail demanded from you by the court authorities.

4. Loss of means of payment and documents

a) Loss of means of payment whilst on your trip

If you enter into a state of financial emergency due to the loss of your means of payment through theft, robbery or other loss, HanseMerkur will establish contact with your own bank via its emergency call service. If necessary, HanseMerkur will assist in transferring an amount made available by your bank to you. If it is not possible to contact the bank within 24 hours, HanseMerkur will provide you with a loan of up to EUR 500 via its emergency call service against presentation of a personal ID card or passport. Such a loan must be repaid to HanseMerkur as one lump sum within one month of the end of the trip.

b) Loss of credit cards and EC or Maestro cards

In the event of loss of credit cards and EC or Maestro cards, HanseMerkur will help you to block the cards. Notwithstanding this, it is not liable for proper implementation of the block and for any pecuniary damage occurring despite the blocking of cards.

c) Loss of travel documents

In the event of loss of travel documents, HanseMerkur will assist with the procurement of replacements.

5. Rebookings/delays

HanseMerkur will assist with rebooking if you get into difficulty because you miss a transport service booked or because the transport booked is late or is cancelled. The costs of rebooking and any increased travel costs are borne by you. Upon request, HanseMerkur will notify third parties of changes to the planned travel itinerary.

6. Travelling by bicycle

a) Bicycle breakdowns

If a journey cannot be continued due to a breakdown or accident involving a bicycle used on the trip, HanseMerkur will pay repair costs up to the amount of EUR 75 in order to enable you to continue your trip. If on-site repair is not possible, HanseMerkur will alternatively provide reimbursement of additional costs of travel to the starting point or the day's destination, in an amount of up to EUR 75 per insured event. Tyre punctures are not insured.

b) Bicycle theft cover

If a journey cannot be continued as planned due to the theft of a bicycle used on the trip, HanseMerkur will pay the additional costs for the return journey home, to the starting point or to the day's destination, in an amount of up to EUR 250 per insured event.

7. A guardian angel at home

HanseMerkur will organise your return to your place of residence and back to your holiday destination and pay additional travel costs if you have to curtail or interrupt your trip due to significant damage (at least EUR 2,500) to your property at home due to fire, a burst water main, an Act of God or a criminal act committed by a third party (e.g. burglary). The type and quality of the trip originally booked will be taken into account when costs are reimbursed. If emergency repairs or emergency replacement purchases for your property at home are required, HanseMerkur will grant you an amount up to EUR 500 upon provision of invoices and proof of the necessity of the replacement.

8. S.O.S. call

If you cannot be reached during the trip, HanseMerkur will organise an S.O.S. call (e.g. via the radio) and pay the resulting costs.

1. Establishment of contact with our worldwide emergency call service

The provision of benefit under our emergency insurance cover requires you or a person appointed by you to contact the worldwide emergency service of HanseMerkur by telephone or otherwise upon occurrence of the insured event. Such contact must be made immediately. The telephone number can be found under "Important information in the case of an insured event" in your contract documents or on the website www.hansemerkur.de under "Reise-Notruf-Service".

2. Consequences in the case of non-compliance with obligations

The legal consequences of breaching one of the above obligations are set out in Clause 6.4 of the General Section.

Luggage insurance

§ 1 Description of the insurance cover

You are covered if your luggage is affected by an insured event. An insured event exists in the following circumstances.

1. Luggage which has been checked in is lost, destroyed or damaged whilst in the safekeeping of a transport company, accommodation provider or luggage office
2. Luggage which has been checked in does not reach the destination on the same day as you (exceeding of the delivery deadline)
3. Luggage is lost, destroyed or damaged during the remaining travel time due to:
 - a) criminal actions of third parties. This includes theft, burglary, robbery, extortion and criminal damage with intent.
 - b) incidents during transportation (e.g. traffic accidents);
 - c) fire, lightning, explosions, storms, flooding, landslides, earthquakes, avalanches.

§ 2 Insured items

1. Personal travel necessities that you take with you on a trip and gifts and souvenirs that you acquire during your trip are insured. Items that are normally only carried for professional purposes or that are purchased during the trip are not insured.
2. Sports equipment and respective accessories (not including engines) are only insured to the extent that such equipment is being used within the scope of its intended purpose.
3. Valuable items are only insured as long as
 - a) they are worn or used as intended, or
 - b) to the extent that they are under your personal safekeeping **and** are kept safely or
 - c) they are kept in a properly locked room in a building or on a passenger ship, or
 - d) are handed over to the camp site management for safekeeping, or
 - e) are located in a properly locked and secured caravan/mobile home or are hidden in an enclosed and locked vehicle on an official campsite.

Valuable items include furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment and electronic communication and entertainment equipment together with respective accessories.

Notwithstanding this, jewellery and items made of precious metals are only insured pursuant to c) to e) above to the extent that they are stored in a closed container which is also effectively secured against removal.

§ 3 Insured benefits

In the case of an insured event, HanseMerkur will reimburse the amount insured at the time that the insured event took place up to the sum insured as follows.

1. Destroyed or lost property at their insured value at the time when the loss occurs. The insured value is the amount that is generally required to procure new items of the same type and quality at the permanent residence of the insured person, minus an amount corresponding to the condition of the insured items (age, wear, use etc.) (current value).

§ 3 Obligations in the case of an insured event

2. The necessary repair costs and any remaining value reduction, up to the amount of the insured value, for damaged and repairable items
3. The material value of films, image, sound and data storage media
4. The official fees for the procurement of new personal ID cards, passports, vehicle papers and other identification papers

Unless other amounts are stated below, the sum insured for individuals is EUR 2,000 and the sum insured for families is EUR 4,000 per insured event.

§ 4 Compensation limits

HanseMerkur will provide the following reimbursement for each insured event.

1. In the event of exceeding of the delivery deadline, replacement costs of up to EUR 500 where evidence can be provided
2. For damage to valuable items, up to 50% of the insured sum
3. For damage to spectacles, contact lenses, hearing aids, mobile telephones and respective accessories, up to EUR 250.
4. For damage to golfing and diving equipment and bicycles and respective accessories, up to EUR 750
5. For damage to wave boards and wind surfing equipment and respective accessories, up to EUR 500
6. For damage to musical instruments and accessories, up to EUR 250
7. For damage to IT equipment and electronic communication and entertainment equipment and respective accessories, up to EUR 250

§ 5 Restrictions to cover

1. The following are not covered.
 - a) Losses resulting from items being lost or left behind
 - b) Damage caused by the natural or defective quality of the insured items, degradation or wear and tear
 - c) Cash, cheques, cheque cards, credit cards, telephone cards, securities, tickets, certificates and documents of any kind, items with a very high artistic or sentimental value, dental gold, prostheses of any kind, firearms of any kind, including accessories, as well as land, air and water craft, hang-gliders, paragliding equipment, parachutes, including accessories

2. Restrictions on insurance cover in the case of gross negligence

If you cause the insured event through gross negligence, HanseMerkur is entitled to reduce the payment according to severity of fault.

3. Restriction on insurance cover for motor vehicles and watercraft and when camping due to criminal actions of third parties

- a) Damage to luggage in motor vehicles, trailers and watercraft is covered. This requires luggage not to be visible and to be enclosed in a locked internal compartment or luggage compartment (in the event of water sports vehicles in a cabin or luggage hold) or in a luggage box firmly attached to the vehicle.
- b) Cover for damage to luggage during camping only exists at official camp sites (set up by government authorities, associations or private companies).
- c) If property is left unattended, cover only exists during the day between 6am and 10pm and if the vehicle, trailer or tent is closed or locked. Cover in an unattended vehicle exists between 10pm and 6pm only if a journey is interrupted for no more than 2 hours. A vehicle is deemed to be attended if you or a trusted person constantly remains with the property to be secured.

§ 6 Obligations in the case of an insured event

1. Securing of compensation claims against third parties

Damage to luggage handed over for safekeeping and damage caused by luggage not being delivered on time must be reported to the appropriate office immediately and confirmed in writing. Written notification is to be submitted to HanseMerkur. In the event of damage unidentifiable from the outside, you must, immediately after discovering such damage, request that the relevant company view and confirm the damage within the relevant complaints deadline and at the latest within 7 days.

2. Notification to the police

Damage caused by criminal acts committed by third parties and fire damage must be reported to the police station responsible **without delay**. A complete list of all items affected by the loss event must be submitted and confirmed in writing. The list of items affected by the loss event to be submitted to the police must be an itemised list and contain information on the relevant time of purchase and purchase price of the individual items. The complete police log must be submitted to HanseMerkur.

3. Consequences in the case of non-compliance with obligations

The legal consequences of breaching one of the above obligations are set out in Clause 6.4 of the General Section.