

**Terms and Conditions of Travel Insurance**  
**VB-RKS 2017 (SFE36-D)**

In the present Terms and Conditions of Insurance, the policyholder and insured persons are referred to as "you". You are the policyholder if you have concluded an insurance contract with HanseMerkur. You are an insured person if, for example, you are travelling with the policyholder and are also insured under the terms of the policy. 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. By which date and for which term does the insurance policy need to be concluded?**

A travel cancellation insurance policy must be concluded at least 30 days before the start of the trip. If there are 30 days or fewer between the booking and the start of the trip, the travel cancellation insurance policy must be concluded no later than the 3<sup>rd</sup> working day following the booking of the trip. For all other insurance policies, the contract must be concluded before the start of the trip and for the entire duration of the trip.

The contract is not effective if you fail to observe these deadlines when concluding the contract, even if a premium has been paid. In such a case, you are entitled to a refund of the premium paid.

**2. When does insurance cover start and end?**

1. Your cover under a travel cancellation insurance policy commences upon conclusion of contract. It ends when a first claim for travel cancellation insurance benefits is made. In other insurance policies, cover begins at the start of the trip and ends on the agreed date and no later than the end of the insured trip.
2. Insurance cover is extended beyond the agreed time if the planned end of the trip is delayed for reasons that are not your responsibility.

**3. When does the premium fall due for payment?**

1. The premium falls due for payment immediately upon conclusion of contract.
2. 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 and you do not object to the proper collection of the payment. If the premium due 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 written demand for payment from HanseMerkur.
3. **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. HanseMerkur is not required to pay benefits if the premium has not been paid when an insured event occurs.**
4. If payment of the premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. HanseMerkur may not withdraw from the contract if you are able to demonstrate that you are not responsible for the failure to pay.

**4. Who is insured?**

The persons named in the policy schedule or the group of people specified in the insurance certificate are covered by the insurance policy. If a family insurance policy is concluded, a family is classed as comprising a maximum of two adults accompanied by at least one travelling child under the age of 21 (regardless of family relationship). A total of up to 7 people may be insured under a family insurance policy.

**5. To which trips does cover apply?**

Cover applies to trips within the contractually agreed scope. Journeys by vehicle and on foot within your place of permanent

residence and stays within your place of permanent residence do not count as travel.

**6. In which cases does HanseMerkur not pay benefits?**

HanseMerkur does not pay benefits if:

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.

**7. What do I need to do in the case of an insured event (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. When does HanseMerkur pay compensation?**

1. Payment will be effected within 2 weeks in circumstances where HanseMerkur has determined its duty to pay and identified the amount payable.
2. HanseMerkur converts costs incurred in a foreign currency into euros using the exchange rate on the day when it received the relevant receipts. The official currency exchange rate will apply insofar as you have not acquired the foreign currency to pay the invoices at a less favourable rate. HanseMerkur may deduct from the benefits any additional costs incurred by making transfers abroad or by using certain particular forms of transfer requested by you.
3. Payment obligations from other insurance contracts and state insurance providers take precedence over HanseMerkur's duty to provide insurance cover. HanseMerkur will make an advance payment if it is the first body to which the insured event is reported. HanseMerkur will waive the sharing of costs with a private health insurance company if this results in disadvantages for the insured person, e.g. loss of contribution refund.

**9. Which law applies?**

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.

**10. What is the limitation period for my claims?**

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, limitation is postponed until such time as you receive a decision from HanseMerkur in writing.

#### 11. Which court is responsible?

Claims against HanseMerkur may be asserted in Hamburg or at the relevant court at your permanent place of residence or, in the absence of any permanent place of residence, at your usual place of residence at the time when you bring a claim.

### B: Special Section

(dependent upon the selected scope of insurance)

#### Travel cancellation insurance

##### 1. Which sum must be insured?

The amount of the sum insured must at least correspond to the price of the trip. If you take out insurance for a lower sum, the compensation amount is reduced in the proportion of your premium payment to the cost of the trip (under-insurance).

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

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.

##### 3. Which events are insured?

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 relevant 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.

#### 12. What are the formal requirements and language of declarations of intent?

Declarations of intent and notifications made to the insurance company must be in writing (letter, fax, e-mail, electronic data media, etc.). The contract language is German.

15. Unexpected serious illness, serious injury through accident or intolerance to vaccination of a dog or a cat registered to travel

#### 4. Who are the 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. Accompanying persons on group trips to the extent that the cover has been separately agreed (e.g. trips with teachers, parents, skippers)

#### 5. Which benefits are covered by my travel cancellation insurance in the case of an insured event?

##### 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 you 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.

#### 6. Which additional cover do I have when booking tariffs 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.

## 7. Which cover restrictions do I need to consider?

### 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.

### 3. Foreseeability

HanseMerkur does not pay benefits if it was evident that the insured event would occur when the contract was agreed.

### 4. War and other incidents

HanseMerkur does not cover if the insured event was caused by:  
war, civil war, incidents similar to war, civil unrest, strike, nuclear power, impoundment, withdrawal or other higher authority interventions, or active participation in violent acts during public meetings or demonstrations.

## 8. When does excess need to be paid?

Unless agreed otherwise, the following applies. In the case of an unexpected and severe medical condition which requires outpatient treatment for the patient, excess is 20% of the reimbursable damage and at least EUR 25 per insured person or property. No excess is calculated for other insured events.

## 9. What do I need to do in the case of an insured event (obligations)?

### 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 7.4 of the General Section.

## Holiday guarantee (travel curtailment insurance)

### 1. Which sum must be insured?

The amount of the sum insured must at least correspond to the price of the trip. If you take out insurance for a lower sum, the compensation amount is reduced in the proportion of your premium payment to the cost of the trip (under-insurance).

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

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.

### 3. Which events are insured?

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.

## 4. Who are the 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. Accompanying persons on group trips to the extent that the cover has been separately agreed (e.g. trips with teachers, parents, skippers)

## 5. Which benefits are covered by my holiday guarantee in an insured event?

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 3.9 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 have booked 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.

## 6. Which cover restrictions do I need to consider?

### 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.

### 3. Foreseeability

HanseMerkur does not pay benefits if it was evident that the insured event would occur when the contract was agreed.

### 4. War and other incidents

HanseMerkur does not pay benefits if 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, active participation in violent acts during public meetings or proclamations.

## 7. When does excess need to be paid?

Unless agreed otherwise, the following applies. In the case of an unexpected and severe medical condition which requires outpatient treatment for the patient, excess is 20% of the reimbursable damage and at least EUR 25 per insured person or property. No excess is calculated for other insured events.

## 8. What do I need to do in the case of an insured event (obligations)?

### 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 date. Insofar as HanseMerkur believes it to be necessary, it may have the matter of inability to travel certified by means of assessment 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 7.4 of the General Section.

## Travel health insurance

Cover applies to trips abroad within the agreed scope of the tariff. "Abroad" does not include the territory of the country in which you are resident.

### 1. When is an insured event deemed to have occurred?

An insured event constitutes necessary medical treatment due to illness or the consequences of an accident. The insured event starts with treatment and ends once there is no longer medical evidence of the need for treatment. A new insured event occurs if medical treatment needs to be extended to encompass an illness or consequence of an accident not causally related to that previously treated. An insured event also includes medically necessary treatment due to complaints during pregnancy, premature births up to the 36<sup>th</sup> week of pregnancy, miscarriages, medically necessary abortions and death.

### 2. Do I have a free choice of physicians and hospitals?

When abroad, you have a choice of physicians, dentists, alternative practitioners, chiropractors, osteopaths and hospitals legally approved and certified for the country of stay, to the extent that these charge fees based on the relevant official, applicable fee schedule – if such a fee schedule exists – or charge fees based on the usual local rates. The hospital must be a facility approved and certified as a hospital in the country of stay, be under permanent medical supervision, have sufficient diagnostic and therapeutic options and maintain patient records.

### 3. Which treatment methods are covered?

HanseMerkur pays benefits for examination or treatment methods and for medicines that are fully or largely accepted by

traditional medicine. In addition, it pays for methods and medicines which have become established in practice as equally promising or which are used because no traditional medical methods or medicines are available. These methods may include medical treatments and prescriptions based on the specific areas of homeopathy, anthroposophy or phytotherapy. In such cases, HanseMerkur may at any time reduce benefits to the amount that would have been incurred had existing traditional methods or medicines been used.

## 4. Which benefits are covered by my travel health insurance

### 1. Medical treatment costs

In the case of an insured event, HanseMerkur will reimburse you for the costs of medical treatment. Medical treatment within the meaning of the present Terms and Conditions of Insurance means the following necessary treatment.

- a) Outpatient treatment, pregnancy treatment, childbirth up to the end of 36<sup>th</sup> week of pregnancy (premature delivery), treatment due to miscarriages or medically necessary abortions
- b) Pain-relieving, preservative dental treatment, including simple dental fillings, provisional dental prostheses and repairs of existing dental prostheses
- c) Inpatient treatment. If necessary, HanseMerkur will also use its global emergency service to provide a guarantee to the hospital that the costs will be met.
- d) Medicines and dressings prescribed by a physician, dentist, alternative practitioner, chiropractor or osteopath
  - (medicines do not include nutriment and tonics or cosmetic supplements - even if these are medically prescribed).
  - Radiation, light and other physical therapies
  - Massages, medicinal packages, inhalations and physiotherapy
  - Simple aids to ensure provisional care during the insured trip HanseMerkur will reimburse the rental charge for such aids. If renting is not possible, HanseMerkur will reimburse the purchase price. HanseMerkur does not reimburse the costs of visual and hearing aids.

### 2. Information services

- a) Information about local physicians and hospitals  
In the case of illness or accidents, HanseMerkur will inform you on request via our emergency service of the options regarding your medical care. If possible, we specify a German-speaking or English-speaking physician.
- b) Transfer of information between physicians  
If you are treated as an inpatient, HanseMerkur can use its emergency service on request to establish contact between the physician commissioned by us or your family doctor and the physicians at the hospital providing treatment. It will also transfer information between the physicians involved during the hospital stay. HanseMerkur can contact your relatives on request.

### 3. Insurance benefits for premature births

To the extent that no other insurance cover is in place, in the case of premature births up to the end of the 36<sup>th</sup> week of pregnancy we will also reimburse the required medical treatment of the newborn child up to the amount of EUR 100,000.

### 4. Care services

- a) Accompanying person in the hospital for children up to the age of 18  
If an insured child is treated as an inpatient, HanseMerkur will reimburse the cost of accommodating one accompanying person at the hospital.
- b) Travel supervision for minors  
If all accompanying carers do not continue a trip as planned or end a trip due to an insured event, HanseMerkur will organise and pay for supervision of insured minors so as to enable them to continue or end the trip.
- c) Dispatch of medicines  
If a medicine prescribed by a doctor is lost on the trip, HanseMerkur will consult with your family doctor to supply and send this medicine to you. You must repay

the purchasing costs of the medicine to HanseMerkur within one month of the trip.

- d) Hospital visit  
If it is certain that you will have to stay in hospital for more than 5 days, HanseMerkur will on request organise the journey of a family member to the site of the hospital and back to the place of residence. It will also reimburse the cost of the outward and return journey involved. This requires the hospital stay not to have ended by the time that the associated person arrives.
- e) Hotel costs  
If a booked stay is disrupted or extended as a result of the hospital stay, HanseMerkur will reimburse the insured person and travelling persons also insured under the terms of the policy for additional overnight costs for up to 10 days. This amount is limited to EUR 2,500.

#### 5. Recovery/transport/transfer/funeral costs

- a) Recovery costs  
HanseMerkur will reimburse the costs of search, rescue or recovery due to an accident to an amount of up to EUR 5,000.
- b) Patient transport  
HanseMerkur will reimburse the cost of transporting patients for treatment at the nearest suitable hospital or with the nearest suitable physician and reimburse the cost of return transport back to the patient's accommodation.
- c) Repatriation of patients  
HanseMerkur will organise and reimburse the costs of transport back to the nearest suitable hospital at your place of residence, to the extent that one of the following conditions is met.
- The repatriation is medically advisable and reasonable.
  - The prognosis of the doctor in charge is that the hospital
  - than the repatriation.
- HanseMerkur will also pay the costs of a travelling person also insured under the terms of the policy to the extent that this attendance is medically necessary, officially stipulated or specified by the company performing the transport.
- d) 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.
- e) Funeral costs  
HanseMerkur will organise and pay the costs of a funeral abroad up to the amount that would have been incurred for a repatriation of mortal remains.
- f) Luggage recovery  
HanseMerkur will organise and pay for the additional transport of luggage to the extent that all adults insured under the terms of the policy have been repatriated or are deceased.

#### 6. Subsequent benefits abroad

If your illness requires medical treatment beyond the original end of the insurance cover and if evidence can be provided that your journey back is not possible due to inability to travel, HanseMerkur will extend cover (including a repatriation if this is required) until the ability to travel has been restored.

#### 7. Telephone costs for contacting the emergency centre

If an insured event occurs, HanseMerkur will reimburse phone costs resulting from initial contact with the emergency service centre.

#### 8. Compensation for expenses

You are initially required to submit all costs of medical treatment to another service provider/insurance company participating in the reimbursement. In such a case, HanseMerkur will pay you a hospital daily benefit for up to 14 days of EUR 50 per day if you are treated as an inpatient. In the case of outpatient treatment (regardless of the number of treatments and diseases), HanseMerkur will pay an additional one-off amount of EUR 25.

#### 9. Alternative hospital daily benefits

If you are treated as an inpatient, you can choose between reimbursement of the costs of inpatient treatment and a daily benefit of EUR 50 per day for up to 30 days from the start of the inpatient treatment. The option must be

exercised immediately at the commencement of inpatient treatment.

### **5. Which cover restrictions do I need to consider?**

#### 1. Restrictions to benefits

HanseMerkur may reduce benefits to a suitable amount if treatment exceeds what is medically necessary or if the costs of medical treatment exceed the usual local amount.

#### 2. Exemption from performance

HanseMerkur does not pay benefits for the following.

- a) Treatments which were the sole reason or one of the reasons for embarking upon the trip
- b) Treatments in respect of which it was clear before commencement of the trip that such treatments would have to be performed if the trip took place due to the fact that a medical condition had already been diagnosed by a physician. An exception in this regard is made if the trip took place due to the death of a spouse or a first-degree relative.
- c) Medical conditions including the consequences of such conditions and the consequences of accidents which are caused by foreseeable war events and an active participation in violent acts during unrest. War events and civil unrest are deemed foreseeable if the Foreign Office of the Federal Republic of Germany releases a travel warning for the relevant country before the start of the trip.
- d) Health resort and sanatorium treatments and rehabilitation measures Notwithstanding this, cover applies if such treatments follow insured inpatient hospital treatment due to a severe stroke, severe heart attack, or severe skeletal disease (spinal disc operation, hip prosthesis) and serve to reduce the length of stay in an acute-care hospital. HanseMerkur must be informed of the planned stay and approve such benefits in writing before the start of treatment.
- e) Withdrawal measures including withdrawal treatment
- f) Outpatient treatment at a spa or health resort. This restriction does not apply if medical treatment becomes necessary due to an accident occurring in such a facility. This restriction does not apply to medical conditions in circumstances where the insured party is only at a spa town or health resort temporarily and is not attending for treatment.
- g) Treatment provided by a spouse, parents, children or by individuals sharing accommodation with the insured person in their own or in a host family. Material expenses will be reimbursed where evidence can be provided.
- h) Treatment or accommodation made necessary because of infirmity, a need for care or custody
- i) Psychoanalytical and psychotherapeutic treatment
- j) Pivot teeth, inlay fillings, crowns, orthodontic treatment, preventive treatment, occlusal appliances and tracks, functional analytical and functional therapeutic services and implantological dental services
- k) Immunisations or preventative measures
- l) Organ donations and the consequences of such donations

### **6. What do I need to do in the case of an insured event (Obligations)?**

#### 1. Duty to minimise costs

In circumstances where HanseMerkur approves the return transport in accordance with the type of illness and the treatment required, you must, if you are able to travel, agree to transportation back to your place of residence or to the hospital nearest to your place of residence.

#### 2. Immediate contact

In the case of inpatient treatment at a hospital and before the start of extensive diagnostic and therapeutic measures, you must make contact with the global emergency service of HanseMerkur immediately.

#### 3. Duty to provide information

Insofar as deemed necessary by HanseMerkur, you are required to submit to examination by a physician commissioned by HanseMerkur.

You must submit the following evidence, which subsequently becomes the property of HanseMerkur.

- a) Original receipts containing the name of the person treated, the name of the medical condition and the details of the services provided by the treating physician according to type, location and treatment period. If other

cover in place for medical treatment costs is used first, invoice copies with reimbursement notes will constitute sufficient evidence.

- b) Prescriptions together with the physician's invoice and invoices for medicines and aids
- c) An official death certificate and a physician's note stating the cause of death, if payment is to be made for transport or funeral costs
- d) Additional evidence and receipts requested by HanseMerkur to check its payment obligation if it is reasonable for you to provide such

#### 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 7.4 of the General Section.

### **Emergency insurance**

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

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. Which benefits are covered by my emergency insurance?**

##### 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 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 kidnappings 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 the 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 authorities.

#### 4. Loss of means of payment and documents

- a) Loss of means of payment  
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 the 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. A guardian angel for your vehicle

In the event of considerable damage (at least EUR 2,500) to your private car left at home during your holiday or used to get to a connecting mode of transport on the day of departure and parked in a car park (e.g. at the airport) for the duration of the trip, HanseMerkur will reimburse the excess charged by your fully or partially comprehensive vehicle insurance policy up to the amount of EUR 500.

#### 9. 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.

#### 10. Seasickness during a cruise

At wind speeds of up to 5 (Beaufort scale), if you have been in the infirmary or in the cabin for 24 consecutive hours due to seasickness, you shall repay HanseMerkur one daily

allowance for up to 5 days, in an amount of EUR 50 per day.

### 3. What do I need to do in the case of an insured event (obligations)?

#### 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](http://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 7.4 of the General Section.

### 4. Which cover restrictions do I need to consider?

HanseMerkur does not pay benefits in circumstances where the insured event is caused by 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.

## Luggage insurance

### 1. When is an insured event deemed to have occurred?

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) actionable 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. Which items are insured under my luggage insurance?

1. Personal travel necessities that you take with you on a trip, as well as 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 so 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 closed room in a building or on a passenger ship, or
  - d) are handed over to the campsite 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 highly secured against removal.

### 3. Which benefits are covered by my luggage insurance?

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).
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. Which compensation limits apply?

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. Which cover restrictions do I need to consider?

#### 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
- d) Damage where the insured event was predictable at the point of booking the trip or upon conclusion of the insurance contract
- e) Damage caused by 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

#### 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 the fault.

#### 3. Restriction on insurance cover for motor vehicles and watercraft and when camping due to actionable 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. 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. What do I need to do in the case of an insured event (obligations)?**

**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 of 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 7.4 of the General Section.