

**Insurance terms and conditions for the travel insurance  
of HanseMerkur Reiseversicherung AG VB-RS 2008 (UR)**

A: General part (valid for all insurances specified in Part B)

**§ 1 - Insured persons**

Insured are the persons who are named in the insurance policy or the confirmation of the tour operator or the group of persons stipulated in the insurance policy insofar as the insurance premium has been paid.

**§ 2 - Conclusion, duration and termination of the contract**

The insurance contract must be concluded before commencement of the trip or holiday for its whole duration or in the travel cancellation costs insurance for the whole duration until commencement of the journey. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip or holiday. The insurance cover is extended beyond the agreed time if the scheduled termination of the trip or holiday is delayed for reasons for which the insured person is not responsible.

**§ 3 - Premium**

**1. Payment of the first or one-time premium**

The insurance cover shall begin at the time stated in the insurance policy, no earlier than after payment of the first or one-time premium.

**2. Direct debit procedure**

If collection of the premium from a bank or credit card account is agreed the payment shall be deemed as in time if the premium can be collected on the debit date and the insurance policy holder does not object to a justified collection. If it was not possible to collect the premium without the fault of the insurance policy holder the payment shall also be deemed on time still if it is made immediately after a written payment request of the insurer.

**§ 4 - Scope of the insurance cover**

1. The insurance cover exists for the local scope of the insurance travel as agreed as per contract.
2. Drives, walks and stays within the permanent place of residence of the insured person shall not be deemed as travel.
3. If the travel luggage is not unloaded in front of the permanent place of residence immediately after the arrival in case of travel by car then the insurance shall end upon said arrival already.

**§ 5 - Object of the insurance cover and scope of the payment obligation**

Can be taken from the respective insured division in Part B of these provisions.

**§ 6 - General restrictions to the insurance cover, grounds for forfeiture, period for filing an action, statute-of-limitations**

1. Insurance cover is not granted for damages through war, civil war, warlike events, internal unrest, strike, nuclear energy, confiscation, divestment or other interventions from a sovereign authority.
2. HanseMerkur shall be indemnified from the obligation to pay if the insured event was foreseeable for the insurance policy holder or for the insured person when the insurance was taken out.
3. HanseMerkur shall be indemnified from the obligation to pay if the insurance policy holder or the insured person willfully caused the insured event.
4. If the insurance policy holder/the insured person causes the insured event through gross negligence HanseMerkur shall be entitled to reduce the payment in a ratio which corresponds with the seriousness of the fault. No reduction will be made for insured events of the accident and liability insurance which are caused by gross negligence.
5. HanseMerkur is not obliged to pay if the insurance policy holder or the insured person maliciously attempts to deceive HanseMerkur about circumstances which are of significance for the reason or for the amount of the benefit.
6. Claims from this insurance contract shall become statute-barred in 3 years. The statute of limitations shall begin with the end of the year in which the benefit can be demanded. If a claim of the insurance policy holder or the insured person has been registered at HanseMerkur the statute of limitations shall be inhibited until the time at which the decision of HanseMerkur has been received by the insurance policy holder or the insured person in a text form.

**§ 7 - General responsibilities and consequences of breaches of responsibilities**

1. Insurance policy holder and insured person are obliged after occurrence of the insured event
  - a) to minimize the damages as far as possible and to avoid everything which could lead to an unnecessary increase in costs;
  - b) to report the damages to HanseMerkur immediately, by no later than after completion of the trip or holiday;
  - c) If the insurance policy holder/the insured person has willfully provided incorrect details due to the insured event in particular in the damage report HanseMerkur shall not be obliged to payment, even if HanseMerkur does not suffer any disadvantage thereby.
  - d) to permit HanseMerkur any reasonable examination of the cause and amount of its obligation to pay, to provide all useful information in this respect, to submit original receipts as well as submit the death certificate in the event of deaths.
2. If the insurance policy holder/the insured person breaches one of the responsibilities as agreed as per contract then HanseMerkur is not obliged to payment

if the insurance policy holder/the insured person willfully breached the responsibility. In the event of a grossly negligent breach of the responsibility HanseMerkur is entitled to reduce the benefit in a ratio which corresponds with the seriousness of the fault of the insurance policy holder/the insured person; the burden of proof for the non-existence of a gross negligence shall be borne by the insurance policy holder/the insured person.

NB: please also note the respective special responsibilities in the "special part" to the individual insurances.

**§ 8 - Payment of the insurance benefit**

1. If the insurance and premium payment proof of HanseMerkur is available and if the payment obligation of HanseMerkur is determined with regard to the reasons and the amount the compensation shall be paid out within 2 weeks. The term of this deadline is inhibited as long as the examination of the claim by HanseMerkur is prevented as a result of a fault of the insured person.
2. One month after the damages have been reported that amount can be claimed as instalment which is at least to be paid according to the situation of the matter.
3. If official investigations or proceedings under criminal law have been initiated against the insured person in connection with the insured event then HanseMerkur can postpone the settlement of the damages until the final and absolute conclusion of these proceedings.
4. The costs incurred in foreign currency shall be converted at the rate of the day on which the receipts are received at HanseMerkur, in the currency which is valid in the Federal Republic of Germany at this time. Deemed as rate of the day for traded currencies of the official foreign exchange rate Frankfurt/Main, for non-traded currencies the rate according to "currencies of the world", publications of the Deutsche Bundesbank, Frankfurt/Main, according to the respective latest status unless the foreign exchange which is necessary for paying the invoices was as proven acquired at a more unfavourable rate.

**§ 9 - Compensation from other insurance contracts and claims against third parties**

1. If the insurance policy holder is entitled to a claim for compensation against a third party this claim shall pass to HanseMerkur insofar as it reimburses the damages. The transfer cannot be asserted for the disadvantage of the insurance policy holder.
2. The insurance policy holder must safeguard his claim for compensation or a right which serves to secure this claim by complying with the applicable form and deadline regulations and assist in its assertion by the insurer insofar as necessary. If the insurance policy holder willfully breaches this responsibility the insurer is insofar not obliged to payment to the extent that he consequently cannot receive any compensation from the third party. In the event of a grossly negligent breach of the responsibility the insurer is entitled to reduce its benefit to a ratio which corresponds with the seriousness of the fault of the insurance policy holder; the burden of proof for the non-existence of a gross negligence shall be borne by the insurance policy holder.
3. If the claim for compensation of the insurance policy holder is directed against one person with whom he shares a household when the damages are suffered, the transfer cannot be asserted according to Par. 1 unless this person willfully caused the damages.
4. If compensation can be claimed from another insurance contract in an insured event the other contract shall have precedence over this contract. If the insured event is reported to HanseMerkur first it shall make an advance payment.

**§ 10 - Offsetting**

The insurance policy holder or the insured person can only offset against claims of the insurer insofar as the counter-claim is undisputed or has been declared final and absolute.

**§ 11 - Declarations of intent and notifications**

Declarations of intent and notifications towards the insurer require a text form (letter, fax, e-mail, electronic data carrier, etc.).

**§ 12 - Applicable law, contractual language, scope for insured persons**

German law shall apply insofar as this is not opposed by international law. The contractual language is German. All reached provisions shall apply accordingly to the insured persons.

**B: Special part to the individual insurances**  
(depending on the selected scope of insurance)

**Travel cancellation costs insurance**

(only valid insofar as included in the selected scope of insurance)

**§ 1 - Description of the insurance cover**

HanseMerkur is liable to payment to the extent of § 2 (number of persons) and § 3 (types of damages) as well as by taking into account the restrictions of § 4 (restrictions to the insurance cover), if one of the insured events stated below has occurred during the term of the insurance cover:

1. Insurance cover for insured persons or persons at risk:
  - a) Unexpected serious illness;
  - b) Death, serious accident, pregnancy, intolerance of vaccinations. Not insured however is a failure of a vaccination or insufficient accumulation of an antibody value which is stipulated for the country of travel;
  - c) Breakage of prostheses.
2. Insurance cover for insured persons:
  - a) Loss of the workplace with subsequent unemployment registered with the Federal Job Agency as a result of an unexpected termination of the employment relationship for operational reasons by the employer. Not insured is the loss of orders for jobs or the insolvency with self-employed persons;
  - b) Commencement of an employment relationship or an activity with compensation for additional work (1-EUR-Job) from the unemployment insofar as the insured person was registered as unemployed with the Federal Job Agency when booking the travel. Not insured is the commencement of internships, operational measures or training measures of all kinds as well as the commencement of work of a pupil or student during or after the period of schooling or studies;
  - c) Change in workplace, presuming the insured trip or holiday was booked before knowledge of the change in workplace and the insured person falls in the trial period of the new professional activity, a maximum however in the first 6 months of the new professional activity;
  - d) Repetition of failed examinations at a school, university/university of applied sciences or at a college, which have to be repeated in order to avoid a time extension of the school attendance/studies or to achieve the school/study qualification. The pre-requisite is that the insured trip or holiday was booked before the date of the failed examination and the date for the repeat examination unexpectedly falls in the insured travel period or up to 14 days after termination of the trip or holiday;
  - e) Non-transfer of a pupil if it concerns a school or class trip;
  - f) Substantial damages to the property as a result of fire, burst water pipes, elemental events or criminal acts of third parties (e. g. burglary theft). Deemed as substantial is a damage to the property through the afore-mentioned events if the amount of the damages is at least EUR 2.500.-;
  - g) Unexpected calling of the insured person to basic military service, to a military exercise or community service, insofar as the date cannot be postponed and the cancellation costs are not taken over by a cost center. Not insured is the transfer or assignment of time-limited or professional soldiers.
3. Unexpected serious illness, serious accident or intolerance of a vaccination of a dog registered for the trip or holiday. Not insured however is a failure of a vaccination or insufficient accumulation of an antibody value which is stipulated for the country of travel.
4. Persons at risk are
  - a) insured persons among each other, who jointly booked and insured a trip or holiday;
  - b) the relatives of an insured person; these include: spouse or partner of a relationship similar to a marriage, children, adoptive children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, brothers and sisters, grandchildren, parents-in-law, sons and daughters-in-law and brothers-in-law;
  - c) those persons, who supervise minors or relatives who require nursing according to b) of an insured person who are not accompanying the traveller;
  - d) Auntie, uncle, nephew, niece insofar as the insured event "death" has occurred;
  - e) Accompanying persons with group travel insofar as the insurance cover was agreed separately. With occurrence of the insured event with a separately insured escort HanseMerkur shall reimburse the cancellation costs for all insured persons affected by a cancellation of the group travel.

**§ 2 - Number of persons**

If more than four persons (with family products five persons) jointly booked and insured a travel, only the respective relatives of the insured person according to § 1. Subclause 4 b) and their supervising persons shall be deemed as persons at risk, no longer the insured persons among each other.

### § 3 - Types of damages

HanseMerkur shall pay under the deduction of the agreed excess, a compensation with the following types of damages:

1. In case the trip or holiday is not started/cancelled or non-use/cancellation of the rented object (with the exception of rental car) for the cancellation costs owed as per contract by the insured person. These shall also include the mediation fee owed to the travel agent by the insured person insofar as this was agreed, owed and invoiced as per contract at the time when the travel was booked already. The compensation is limited to EUR 100.- per insured person.
2. The insurance cover shall end when the travel is started. In case of delayed start of the travel (delay cover) the additional costs for the travel to the location shall be reimbursed for the reasons specified under § 1 or, if the insured person misses a connecting transport means by at least two hours as a result of the delay of a public means of transport and therefore the insured travel has to be continued with delay. The pre-requisite for this is that the connecting transport means is co-insured.  
The additional costs for the journey to the location will be reimbursed up to a maximum of the amount of the cancellation costs, which would have been incurred if the travel is not started/cancelled or with the non-use/cancellation of the rental object and in line with the originally booked type and quality.  
Public transport means within the meaning of these terms and conditions are all land vehicles or watercraft, which are authorized in the local public transport (ÖPNV) as well as connecting flights within Germany.
3. For incurring rebooking costs (rebooking cover) up to a maximum of EUR 30.- per person/object **insofar** as the rebooking cover is co-insured according to the respective selected tariff and the rebooking was carried out by no later than 42 days before commencing the journey. The regulations of the excess shall not apply to the rebooking cover.

### § 4 - Restrictions to the insurance cover

Not insured are

1. Illnesses which are known at the time when the insurance is taken out and have been treated in the last 6 months before conclusion of the insurance. Control examinations are excluded from this;
2. Illnesses, which according to the circumstances occurred as a mental reaction to terrorist attacks, plane or bus accidents or the fear of internal unrest, acts of war, terrorist attacks, element events, illnesses or epidemics, respectively in the destination region;
3. Loosening or loss of prostheses of all kinds;
4. Additional return travel costs which are incurred after a travel is interrupted or costs for days not used at the holiday location as well as missed enjoyment of the holiday;
5. Terrorist attacks or threats;
6. Follow-up consequential losses.

### § 5 - Excess (insofar as not otherwise agreed)

If the insured damaging event is triggered off through the insured event "unexpected serious illness", the excess is 20% of the reimbursable damages at least however EUR 25.- per insured person. The excess shall cease to apply insofar as a full inpatient hospital treatment became necessary owing to the unexpected serious illness.

### § 6 - Special responsibilities after occurrence of the insured damaging event

(as a supplement to the general responsibilities listed in § 7 of the general part)

The insurance policy holder or the insured person is obliged,

1. in case of non-commencement of the travel or non-use of the rental object to undertake an immediate cancellation at the booking centre in order to keep the cancellation costs as low as possible;
2. with delayed commencement of the travel to inform the booking centre immediately and, in line with the quality of the booked travel, to choose the most reasonably priced possibility of subsequent travel;
3. to prove the occurrence of an insured event by submitting the originals of insurance proof, booking documents and cancellation costs statement and
  - a) in the event of illness, with serious accident, with pregnancy, with intolerance of vaccinations or with the breakage of prostheses through corresponding significant medical certificates with diagnoses,
  - b) with psychiatric illnesses through a significant medical certificate of a specialist doctor for psychiatry,
  - c) in the event of death through death certificates,
  - d) with substantial damages to the property through corresponding proof,
  - e) with repeat examinations through corresponding certificates of the school/university/university of applied sciences/college,
  - f) with a dismissal for operational reasons or the recommencement of an employment relationship through corresponding certificates of the employer and the federal job agency,
  - g) in case of being called up for military service, to a military exercise or for the community service through corresponding certificates of state departments,
  - h) with the non-use/cancellation of rental objects through confirmations of the lessor about the fact that it is not possible to further rent the object to be proven respectively at the time of cancellation or rebooking.
4. HanseMerkur is to be granted the right to have the question of the incapability to travel owing to a serious accident or an unexpected serious illness examined by expert opinions from specialist doctors.  
Upon request of HanseMerkur incapacity to work certificates and certificates from specialist doctors are to be submitted.
5. The legal consequences with breach of one of these responsibilities can be derived from § 7 Subclause 2 of the general part.

### Travel interruption insurance (holiday guarantee)

(only valid insofar as included in the selected scope of insurance)

#### § 1 - Description of the insurance cover

HanseMerkur is liable to pay in the scope of § 2 (Number of persons) and § 3 (Types of damages) as well as by taking into account the restrictions of § 4 (Restrictions of the insurance cover) if for the duration of the insurance cover one of the insured events specified below has occurred at one of the insured persons or one of the persons at risk according to § 1 Subclause 5:

1. Unexpected serious illness;
2. Death, serious accident, pregnancy, intolerance of vaccinations;
3. Breakage of prostheses;
4. Substantial damages to the property of the insured person as a result of fire, burst waterpipe, elemental events or criminal acts of third parties (e. g. burglary theft). Deemed as substantial is a damage to the property through the afore-mentioned events if this amounts to at least EUR 2,500.-.
5. Persons at risk are
  - a) insured persons among each other who booked and insured a travel jointly;
  - b) the relatives of an insured person these include: spouse or partner of a relationship similar to a marriage, children, adoptive children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, brothers and sisters, grandchildren, parents-in-law, sons and daughters-in-law and brothers-in-law;
  - c) those persons, who supervise minors or relatives who require nursing according to b) of an insured person who are not accompanying the traveller;
  - d) Aunt, uncle, nephew, niece, insofar as the insured event "death" has occurred.

#### § 2 - Number of persons

1. If more than four persons (with family products five persons) have jointly booked and insured a trip or holiday only the respective relatives of the insured person shall apply according to § 1 Subclause 5. and their supervisor as persons at risk, no longer the insured persons among each other.
2. In supplement to 1. insurance cover exists for two co-insured and minor children insofar as the children are not relatives of the insured person concerned according to §1 Subclause 5. b) and the maximum number of four insured persons according to 1 is exceeded.

#### § 3 - Types of damages:

HanseMerkur shall pay, under the deduction of the excess according to § 5, a compensation with the following types of damages. The amounts which may have been paid by the tour operator, lessor or other service providers (third parties), which exceed the excess, will be deducted from the reimbursable amount.

1. Premature interruption of the travel
  - a) for the as proven incurred additional return travel costs (not however transfer costs in the event of death) and the hereby directly caused other additional costs, e.g. accommodation and meals costs (not however remedial costs) of the insured person. With reimbursement of these costs reference will be made to the quality of the booked travel. If notwithstanding from the booked travel the return journey is necessary by plane, only the costs for a seat in the simplest plane class will be reimbursed. Excluded are however all claims for compensation of transport companies owing to the non-scheduled deviation from the planned travel route caused by the insured person (e. g. emergency landing);
  - b) within the first half of the booked and insured trip or holiday, a maximum however in the first 8 travel days, in the amount of the insured travel price. Date of travel to and from location shall be respectively also counted as full travel days;
  - c) from the second half of the booked and insured travel, by no later than from the 9th travel day, for booked and insured, however no longer used travel services by the insured person owing to the interruption to the travel. Date of travel to and from location shall be respectively also counted as full travel days;
  - d) no reimbursement will be made according to b) and c) if the travel service which was not used concerns a flight service.
2. Interruption to the travel upon occurrence of an insured event according to § 1
  - a) For booked and insured however travel services not used by the insured person owing to the necessary interruption to travel;
  - b) Insofar as it concerns a round trip or cruise for necessary transport costs which the insured person has to pay in order to be able to go from the place at which the travel had to be interrupted back to the travel group, a maximum however only up to the value of the still not used yet other travel service. Excluded are however all claims for compensation of transport companies owing to the non-scheduled deviation from the planned travel route caused by the insured person (e. g. emergency landing);
  - c) The total costs with interruption of the travel can only be recognised up to the amount of the costs which would have been incurred with a premature interruption to the travel.
3. Delayed return from the travel
  - a) For the as proven incurred additional return travel costs (not however transfer costs in the event of death) and the hereby directly caused other additional costs, e.g. accommodation and meals costs (not however remedial costs), of the insured person. With reimbursement of these costs reference is made to the quality of the booked travel. If deviating from the booked travel the return journey by plane is necessary, only the costs for a seat in the simplest plane class will be reimbursed. Excluded are however all claims for compensation of transport companies owing to the non-

scheduled deviation from the planned travel route caused by the insured person (e. g. emergency landing).

- b) as a supplement to the insured events according to § 1 Subclause 1 and 2 return journey additional costs of the insured person, which are incurred owing to a delay of public transport means by more than 2 hours and thereby led to missing a connecting transport means, are also insured. **Pre-requisite** for this is that the missed connecting transport means is co-insured (delay cover).
- c) For additional costs of the insured person for accommodation (according to type and class of the booked and insured travel service) if it is not deemed reasonable for the insured person to terminate the journey as planned, because an accompanying person at risk is not capable of transport owing to a serious accident injury or unexpected serious illness and beyond the booked return travel date has to remain in inpatient treatment. The additional costs for hotel accommodation shall be taken over up to a maximum of EUR 2,500.- and no longer than for 10 days. Not insured are the costs for the travel from the hotel to the hospital or from the hospital to the hotel.

#### § 4 - Restrictions to the insurance cover

1. Not insured are
  - a) illnesses which are known at the time when the insurance is concluded and have been treated in the last 6 months before the insurance is taken out. Control examinations are excepted from this;
  - b) illnesses, which according to the circumstances occurred as a mental reaction to terrorist attacks, plane or bus accidents or the fear of internal unrest, acts of war, terrorist attacks, elemental events, illnesses or epidemics, respectively in the destination region;
  - c) Loosening or loss of prosthesis of all kinds;
  - d) Missed enjoyment of holiday;
  - e) Terrorist attacks or threats;
  - f) Follow-up consequential losses.
2. Insured to a limited extent according to § 7 are costs which result from elemental or natural events.
3. The assumption of the full or pro rata travel price according to § 3 Subclause 1b) and c) shall cease to apply if all insured persons die during the trip or holiday.

#### § 5 - Excess

If the insured damaging event is triggered off through the insured event "unexpected serious illness", the excess is 20% of the reimbursable damages at least however EUR 25.- per insured person. The excess shall cease to apply insofar as a full inpatient hospital treatment became necessary owing to the unexpected serious illness.

#### § 6 - Special responsibilities after occurrence of the insured damaging event

(as a supplement to the general responsibilities listed in § 7 of the general part)

The insurance policy holder or the insured person is obliged,

1. in case of premature interruption of the trip or holiday to inform the booking centre/service provider immediately in line with the quality of the booked travel of the additional return travel costs and to keep the thus directly caused other additional costs as low as possible and to prove the amount of the costs for booked travel services which were however no longer used.
2. in case of interruption of the travel to inform the booking centre/service provider immediately, to keep the possibly necessary transport costs as low as possible and to prove the amount of the costs for booked travel services which were however no longer used.
3. in case of delayed return from the trip or holiday to inform the booking centre/service provider immediately and in line with the quality of the booked travel to keep the additional return travel costs and to keep the thus directly caused other additional costs as low as possible.
4. to prove the occurrence of an insured event through the submission of original insurance proof and booking documents as well as
  - a) in the event of illness, in case of serious accident, with pregnancy, with intolerance of vaccinations or with the breakage of prostheses through corresponding significant medical certificates of a doctor on site with details of the diagnoses,
  - b) with mental illnesses through a significant medical certificate of a specialist doctor for psychiatry on site,
  - c) in the event of death through death certificates,
  - d) with substantial damages to the property through corresponding proof,
  - e) with the interruption to the use of rental objects through confirmations of the lessor about the fact that it is no longer possible to further rent the object
  - f) respectively at the time of termination, interruption, or extension.
5. HanseMerkur is to be granted the right to have the question of the incapability to travel owing to a serious accident or an unexpected serious illness examined through an expert's opinion of a specialist doctor. Incapacity to work certificates and certificates from specialist doctors are to be submitted upon request of HanseMerkur.
6. The legal consequences with breach of one of these responsibilities can be derived from § 7Subclause 2 of the general part.

#### § 7 - Extension of benefits in case of natural disasters/elemental events at the holiday destination

1. In case of natural disasters/elemental events (avalanches, landslide, flooding, earthquake, tornados) at the holiday destination HanseMerkur shall pay compensation for
  - a) the additional costs of the insured person with an absolutely essential extension of the stay at the holiday location for accommodation and meals;

- b) the proven incurred additional return travel costs (not however transfer costs in the event of death) and the thus directly caused other additional costs, e.g. accommodation and meals costs (not however remedial costs), of the insured person if the trip or holiday cannot be ended as planned. Excluded are however all claims for compensation of transport companies owing to non-scheduled deviation from the planned travel route caused by the insured person (e.g. emergency landing).
2. With reimbursement of these costs reference will be made to the quality of the booked travel in case of transport, accommodation and meals.
3. The compensation payment under Subclause 1 is limited in total to EUR 5,000.-.

**Travel luggage insurance**  
(only valid insofar as included in the selected scope of insurance)

#### § 1 - Description of the insurance cover

Insurance cover exists:

- for travel luggage which is checked in / placed in the safekeeping of third parties (with the exception of the items mentioned in § 2 Subclause 4) if this is lost, destroyed or damaged, while it is located in the safekeeping of a transport company, accommodation company or a left-luggage office;
- if travel luggage is not delivered in time by a transport company (with the exception of the items mentioned in § 2 Subclause 4), i.e. does not reach the intended destination on the same day as the insured person (exceeding of the delivery period), for proven expenses of necessary substitute purchases, up to the compensation limit according to § 5 Subclause 2.
- during the other travel time if travel luggage is lost, destroyed or damaged through
  - criminal acts of third parties. These include theft, burglary theft, robbery, extortionate robbery and wilful damage of property;
  - Transport means accident (e.g. traffic accidents);
  - Fire, stroke of lightning, explosion, storm, flooding, landslide, earthquake, avalanche.

#### § 2 - Insured objects

- Insured is the travel luggage of the insured person within the framework of the agreed sum insured and the special compensation limits according to § 5 Subclause 2.
- Deemed as travel luggage are objects of personal travel requirements, which are taken on a journey as well as gifts and travel souvenirs, which are acquired during the trip or holiday. Items which are usually only carried for professional purposes or are acquired during the trip or holiday, are not insured.
- Sport appliances respectively with accessories (not however motors) are only insured as long as they are not being used as intended.
- Valuables such as furs, items of jewellery, items made of precious metal, photo, film appliances, portable video systems and games consoles respectively with accessories, mobile telephones (not however car telephones) with accessories, portable DVD players respectively with accessories and laptops with accessories, however without software, are only insured within the framework of the compensation limits according to § 5 Subclause 2 and also only as long as they are carried or used as intended or are stored and carried in personal safekeeping or are located in a properly locked room of a building or a passenger ship; items of jewellery and items made of precious metal however only as long as they are also kept in a locked container, which offers increased safety also against the removal of the container itself.

#### § 3 - Benefits

In the insured damaging event HanseMerkur shall reimburse within the framework of the agreed sum insured as well as the special compensation limits according to § 5 for

- destroyed or lost objects their insured value at the time when the damages were incurred;
- damaged objects which can be repaired the necessary repair costs and if applicable a remaining reduction in value, however a maximum of the insurance value;
- Films, image, sound and data carriers the material value;
- the replacement of personal ID cards, passports, motor vehicle documents and other ID documents the official fees.

#### § 4 - Insurance value/sum insured

- Deemed as insurance value is the amount which is generally necessary in order to acquire new objects of the same kind and quality at the permanent place of residence of the insured person, minus an amount which corresponds with the condition of the insured objects (age, wear and tear, use etc.) (current value).
- HanseMerkur shall pay compensation per insured damaging event for a maximum
  - up to the agreed sum insured;
  - up to the compensation limits which are envisaged or have been additionally agreed in § 5 Subclause 2.

#### § 5 - Non-insured damages and objects / compensation limits

- Not insured are
  - Damages through the loss of items, leaving items lying, standing or hanging;
  - Damages which are caused through the natural or faulty condition of the insured objects, wear and tear;
  - Follow-up consequential losses;
  - Cash, cheques, cheque cards, credit cards, telephone cards, securities, transport tickets, deeds and documents of all kinds, items with primarily artistic or collector value, dental gold, prostheses of all kinds, electronic data processing systems of all kinds (except audio players and laptops) including accessories and software,

firearms of all kinds including accessories as well as land vehicles, aircraft and watercraft, hang gliders, gliding aircraft, parachutes, respectively with accessories.

- Liability to compensation to a limited extent are
  - Damages to furs, items of jewellery, items made of precious metal, photo, film appliances and portable video systems, respectively with accessories and laptops with accessories, however without software. These can be reimbursed per insured damaging event in total with a maximum of 50% of the sum insured;
  - Damages to gifts and travel souvenirs, which were acquired during the trip or holiday. These can be reimbursed per insured damaging event up to a maximum of EUR 300.-;
  - Damages through exceeding a delivery period (§ 1 Subclause 2). The proven expenses for necessary substitute purchases can be reimbursed here up to a maximum of EUR 500.- per insured damaging event;
  - Damages to glasses, contact lenses, hearing aids as well as mobile telephones (not insured area however car telephones), respectively with accessories. These can be reimbursed per insured damaging event up to a maximum of EUR 250.-;
  - Damages to golf and diving equipment as well as bicycles, respectively with accessories. Insofar as not otherwise agreed these can be reimbursed per insured damaging event up to a maximum of EUR 500.-;
  - Damages to surfboards and sailing surf appliances, respectively with accessories. These can be reimbursed per insured damaging event up to a maximum of EUR 500.-;
  - Damages to music instruments and accessories. These can be reimbursed per insured damaging event up to a maximum of EUR 250.- insofar as the music instruments were carried for private purposes;
  - Damages to audio players (e.g. MP3 players) and portable DVD players respectively including accessories. These can be reimbursed per insured damaging event up to a maximum of EUR 250.-.
- Restriction of the insurance cover in motor vehicles and watersport vehicles
  - Insurance cover for damages to the travel luggage in non-supervised motor vehicles/trailers/watersport vehicles through criminal acts of third parties shall only exist insofar as the travel luggage cannot be seen and is located in a firmly surrounded and securely locked interior or boot (in case of watersport vehicles: cabin or packing box) or in luggage boxes which are firmly connected to the vehicle.
  - HanseMerkur shall only be liable if as proven the damages were suffered during the day between 6.00am and 10.00pm or the damages were suffered during the interruption of a trip of no longer than 2 hours.
  - Not** insured in non-supervised motor vehicles / trailers / watersport vehicles are furs, items of jewellery, items made of precious metal, photo, film appliances and portable video systems as well as mobile telephones respectively with accessories.
  - Deemed as supervision is only the permanent presence of an insured person or a person of trust commissioned thereby at the object which is to be secured, not however e.g. the guarding of a place which is open for general use, port, etc.
- Restriction of the insurance cover when camping
  - Insurance cover for damages to the travel luggage while staying in a tent or camping through criminal acts of third parties shall only exist on **official** (set-up by authorities, clubs or private entrepreneurs) camping sites.
  - If objects are left behind in the tent **unsupervised** (Subclause 3a) then insurance cover shall only exist for damages through criminal acts of third parties if as proven the damages were suffered during the day between 6.00am and 10.00pm and the tent is closed.
  - Furs, items of jewellery, items made of precious metals, photo, film appliances and portable video systems, mobile telephones, clocks, optical appliances, radio and television sets, sound recording and replay appliances, respectively with accessories, are not insured in an unsupervised tent. These items are only insured within the framework of possible compensation limits,
    - As long as they are in personal safekeeping and carried and stored safely
    - or have been handed over to the camping site management for storage
    - or are located in a caravan/mobile home which is properly secured by a lock or in a firmly surrounded motor vehicle which is secured by a lock and cannot be seen on a public camping site.

#### § 6 - Special Obligations after the Occurrence of an Insured Claim

The legal consequences of an infringement of the following obligations are stated in Art. 7, Section 2 of the General Section hereto.

The insured and/or the person covered by the insurance is under an obligation herunder,

- to evidence the occurrence of an insured claim by submission of the originals of a certificate of insurance and the booking documentation;
- to assert replacement claims against third parties (e.g. carriers, lodging establishments, left luggage depositories) in due form and in due time;
- to submit to HanseMerkur a schedule of all existing subject matter at the time of the occurrence of any loss or damage;
- to give notice with immediate effect to third parties entrusted with travel baggage for safekeeping as per Art. 1, Section 1, as well as claims for travel baggage not delivered in due time as per Art. 1, Section 2, with immediate effect to the carrier, lodging establishment

or left luggage depository, and to have the submission of such notices receipted in writing. HanseMerkur is also to be submitted a confirmation of such. In cases of exteriorly apparent damage, the entrusted third party is to be required with immediate effect after discovery, under maintenance of the time period for complaints, to inspect the damage within 7 days at the latest and to establish a damage protocol.

- to report all loss or damage caused by the criminal acts of third parties as per Art. 1, Section 3a) and damage by fire as per Art. 1, Section 3c) **with immediate effect** to the police station responsible and by submitting a complete schedule of all subject matter affected by the claim and to have such receipted in writing. The schedule submitted to the police of the subject matter affected by the claim is to be drawn up as an itemised statement and is to include information on the date of purchase and the purchase price of each item. HanseMerkur is to be submitted the complete police report on the occurrence;
- HanseMerkur is also to be submitted a copy of the schedule of the subject matter affected by the claim as per the foregoing Section 5. Should the schedule submitted to the police diverge from the list submitted to HanseMerkur, then any indemnity paid out for loss or damage hereunder in respect of the insured subject matter, will only be based on the schedule submitted to the police.

**Insurance Protection against Emergencies**  
(only applicable when included in the extent of the insurance cover selected)

#### § 1 - Description of the Insurance Protection

HanseMerkur will provide emergency services through its worldwide emergency network for cases of emergency described in Art. 2, which occur to the person covered by this insurance during the journey and stay. The preconditions are that the person covered under the insurance or another person authorised is to apply to the worldwide Emergency Service of HanseMerkur by telephone or otherwise. Should the person covered under the insurance or the authorised person in his or her stead, fail to make contact with the worldwide Emergency Service of HanseMerkur, and should additional charges thereby ensue, then HanseMerkur will not indemnify for such additional charges.

#### § 2 - Indemnities

- Indemnities in cases of sickness, accident and death

##### a) Care Indemnity:

In cases of sickness or accident, HanseMerkur will obtain information upon request via its Emergency Call Service concerning the possibility of medical care for the person covered under the insurance. As far as possible, a German- or English speaking medical practitioner will be recommended.

##### b) Information Service:

Should the person covered under the insurance be hospitalised for sickness or for the consequences of an accident, then HanseMerkur will, via its Emergency Call Service establish contact between a medical practitioner acting for HanseMerkur and the panel doctor of the person covered under the insurance as well as the treating medical staff at the hospital and will maintain contact between these various medical instances during hospitalisation. If desired, HanseMerkur will also inform next of kin.

##### c) Adoption of hospitalisation expenses:

Should no travel sickness insurance abroad, a private sickness insurance or a state sickness insurance not be in existence, HanseMerkur will, via its Emergency Call Service provide a hospitalisation expenses guarantee to the hospital as required, of up to EUR 15,000.00 in the form of a loan for the person covered under the insurance. A precondition is the submission of a copy of an identity card or passport of the person covered under the insurance to the HanseMerkur Emergency Call Service. Any amounts prepaid by HanseMerkur are to be repaid by the insured or by the person covered under the insurance within one month of presentation of invoice to HanseMerkur.

##### d) Hospital Visiting:

When it turns out, that the duration of hospitalisation of the person covered under the insurance will last more than 5 days, then HanseMerkur will, if desired organise the travel of a person close to the person covered under the insurance, to the place of the hospital and indemnify for the resultant return travelling expenses from the place of residence. The precondition however is that the person covered under the insurance is still hospitalised.

##### e) Hotel expenses:

Should hospitalisation become necessary for a person covered under the insurance, then the charges will be indemnified by HanseMerkur for other persons covered under the insurance, in cases of a cruise by ship or a conducted tour arrangement, for an unplanned extension of a stay as a result of failure of transportation, for lodging in a hotel, in the classification booked under the travel arrangements, of a maximum of EUR 2,500.00 for 10 days at the most. Not insured are the travelling expenses from the hotel to the hospital and/or from the hospital to the hotel.

##### f) Ambulance Service:

In cases of travel within the Federal Republic of Germany or in countries bordering Germany, then HanseMerkur will organise, if desired by the person covered under the insurance, in cases of evidenced capability for transportation, an ambulance service with medically suitable transportation from the place of hospitalisation on journey, provided the hospitalisation lasts for at least 5 days, to the place of residence of the person covered under the insurance and/or to a suitable hospital in the vicinity. HanseMerkur will indemnify for the additional return travelling expenses incurred over and above the originally

- planned return journey, in an amount of up to EUR 2,500.00.
- g) Medication Consignments:  
Should the person covered under the insurance require medically prescribed medication, which become lost on the journey, HanseMerkur will organise the acquisition of replacement medication, in coordination with the panel doctor of the person covered under the insurance, and their transportation to the person covered under the insurance. The cost of the replacement medication is to be reimbursed to HanseMerkur within one month of the termination of the journey.
- h) Recovery Charges:  
Should a person covered under the insurance suffer an accident and needs to be recovered, rescued or saved and a search has to be conducted as a result, then HanseMerkur will indemnify for the charges therefor up to EUR 5,000.00.
- i) Repatriation- and Interment Charges:  
Should the person covered under the insurance suffer death on the journey, then HanseMerkur will, upon the request of the next of kin organise the interment abroad or the repatriation of the remains of the deceased person to the place of interment at home and will indemnify for the resultant charges.
2. Indemnification for Abandonment of the Travel Arrangements or Delayed Return Journey  
HanseMerkur will organise a return journey and will grant a loan for additional charges incurred over and above the cost of the originally planned return journey, when the booked return journey of the person covered under the insurance cannot be completed as planned as a result of the following:
- a) death, serious accident or unexpected serious sickness of the person covered under the insurance, or the person accompanying the person covered under the insurance or the next of kin not travelling, or those persons who care for not travelling under-age children and juveniles or next of kin requiring care. The next of kin of the person covered under the insurance are defined as the spouses or partners in life in a common law marriage situation, children, parents, adoption parents, step parents, siblings, grandparents, grandchildren, parents in law, children in law and in-law brothers and sisters;
- b) Considerable loss or damage to the property of the person covered under the insurance as a result of fire, breakage of water pipes, occurrences caused by the elements or the criminal activities of third parties (e.g. burglary). Considerable loss or damage to property is deemed hereunder to be at least EUR 2,500.00 when caused by the foregoing events;
- c) The kidnapping of the person covered under the insurance or of the person travelling with the person covered under the insurance. HanseMerkur will grant a loan of a maximum of EUR 10,000.00 for the release of each person insured under the insurance;  
The precondition for the granting of a loan is the submission of an identity card or passport of the person covered under the insurance to the HanseMerkur Emergency Call Service. The loan is to be repaid within one month of the termination of the journey in one amount to HanseMerkur.
3. Travel- Call or Care of Travelling Underage Children
- a) When the person covered under the insurance is unable to be contacted during the journey, HanseMerkur will organise a travel call (e.g. via a radio- station or channel) and will pay for the costs thereof.
- b) HanseMerkur will organise and pay in addition for the care of an underage child, which is forced to continue- or abandon the journey when all accompanying persons, or the only accompanying person participating in the journey of a travelling underage child, is unable to complete the planned travel arrangements as a result of death, serious accident or unexpected serious sickness.
4. Indemnities for other Sundry Cases of Emergency
- a) Criminal Charges:  
Should the person covered under the insurance be arrested or threatened with arrest, then HanseMerkur will assist in the retaining of a lawyer or an interpreter. In this connection, any court costs or legal fees incurred will be advanced by HanseMerkur up to an amount equivalent to EUR 3,000.00 as a loan. In addition, HanseMerkur will also advance any bail demanded by the authorities up to an amount equivalent to EUR 13,000.00 as a loan. The insured and/or the person covered under the insurance is to repay HanseMerkur for the amounts (loans) immediately after exoneration by the authorities or by the court, at the latest within 3 months of the provision of the advance.
- b) Loss of Travelling Money:  
Should the person covered under the insurance be in financial need as a result of the loss of his or her travelling money through theft, robbery or other mislaying or loss, then HanseMerkur will, via its Emergency Call Service establish contact with the bank of the person covered under the insurance. If necessary, HanseMerkur will assist in the transfer of an amount made available by the bank of the person covered under the insurance to the person covered under the insurance. Should contact to the bank of the person covered under the insurance not be possible within 24 hours, then HanseMerkur will grant a loan to the person covered under the insurance via its Emergency Call Service of up to a maximum of EUR 1,500.00 upon presentation of an identity card or passport. Such a loan is to be repaid to HanseMerkur within one month of the completion of the travel arrangements, in one amount.
- c) Loss of credit cards and EC- or Maestro charge cards:  
Upon the loss of credit cards or EC- and Maestro charge cards of the person covered under the insurance, then HanseMerkur will assist the person

covered under the insurance in the blocking of the cards. HanseMerkur is however not to be liable for the regular execution of the blocking of a card, and not for any loss of assets in spite of the blocking of a card.

- d) Loss of Travel Documentation:  
e) In the case of the loss of travel documentation, HanseMerkur will assist in the obtaining of replacements:  
Should the person covered under the insurance be in difficulties because he or she has missed a booked travel carrier or as a result of the delay in- or cancellation of a booked travel carrier, then HanseMerkur will assist in re-booking. Re-booking charges and increased travel expenses are to be borne by the person covered under the insurance. HanseMerkur will inform third parties, if required by the person covered under the insurance concerning any alterations in the planned course of the travel arrangements.
- f) Bicycle Breakdown Protection:  
Should, because of a breakdown- or an accident to the bicycle used by the person covered under the insurance, the journey not be able to be continued, then HanseMerkur will indemnify for the repair costs up to EUR 75.00 so that a continuation of the journey is possible. When a repair is not possible at the place of occurrence, then HanseMerkur will alternatively indemnify as required the additional charges to the point of departure or to the place of arrival of the daily stage (leg) of the journey up to an amount of EUR 75.00 per insured claim. Breakdowns of tyres are not covered hereunder.
- g) Bicycle Theft Protection:  
Should, because of the theft of the bicycle used for the journey by the person covered under the insurance, the journey not be able to be continued, then HanseMerkur will indemnify for the additional costs for the return journey to the place of residence or to the place at the end of the daily stage (leg), up to EUR 250.00 per insured claim.

### § 3 - Particular Obligations after the Occurrence of an Insured Claim

(as a supplement to the general responsibilities listed in § 7 of the general part)

- The insured and/or the person covered under the insurance is under an obligation hereby, upon the occurrence of an insured claim, to submit originals of the certificate of insurance and the booking documentation as well as:
  - in cases of sickness, a serious accident, pregnancy, vaccination incompatibility or breakage of prostheses, to provide a detailed descriptive medical certificate issued by a local medical practitioner with indication of the diagnoses,
  - in cases of psychiatric complaint, to submit a detailed descriptive medical certificate issued by a local specialist psychiatrist,
  - in cases of death, to provide a death certificate,
  - in cases of considerable loss or damage to property, to submit appropriate evidence, and to submit original documentation for all the charges in evidence.
- HanseMerkur is entitled hereunder to verify the status of incapability to travel as a result of a serious accident or unexpected serious sickness by the expertise of a specialist medical practitioner. Upon the demand of HanseMerkur, certificate of inability to work and specialist medical reports are to be submitted.
- The legal consequences of the infringement of such obligations are to be found under Art. 7, Section 2 of the General Section of these conditions of insurance.

### Motor Vehicle Car-Ferry- Trains and Ship Insurance (only applicable when included in the insurance cover selected)

#### § 1 - Description of the Insurance Cover

HanseMerkur will indemnify for the loss, damage and misappropriation of motor vehicles hereunder, including trailers and boats on motor vehicle car-ferry trains and ships.

#### § 2 - Indemnities

Upon the occurrence of an insured claim, HanseMerkur will indemnify up to the amount of the sum insured:

- upon the misappropriation or loss of a motor vehicle or any of its parts, for its replacement value at the date of the insured claim. The replacement value is the purchase price, which the insured must outlay in order to acquire a used motor vehicle of the same value or parts of similar value;
- upon damage to the motor vehicle, for the cost of reinstatement not exceeding the replacement value of the motor vehicle. In regard to the indemnification for the cost of spare parts and re-painting, a deduction will be made from the indemnity to take consideration of the age of the motor vehicle, on the basis of 'new for old'.

#### § 3 - Limits to the Insurance Protection and Excess

- Not insured hereunder are subject matter left in the motor vehicle (e.g. travel baggage and motor vehicle accessories, not firmly attached to the motor vehicle).
- HanseMerkur will not indemnify for alterations, improvements, wear- and tear repairs, diminution of value, exterior appearance or performance, removing expenses and registration charges, customs duties or the charges for a replacement vehicle and fuel.
- Loss or damage to assets will not be indemnified hereunder.
- Not insured hereunder, is damage to the motor vehicle during loading and unloading.
- The insured or the person covered under the insurance is to bear the first EUR 150.00 of each and every insured claim for damage to the motor vehicle.

### § 4 - Special Obligations upon the Occurrence of an Insured Claim

(Supplementations to Art. 7 of the General Part of the listed General Obligations)

- Any claim occurring is to be notified with immediate effect to the carrier, whereby the terms and conditions of carriage are to be observed. The carrier is to be required to issue a certification of the type and extent of the damage, which is to be included with the claim form sent to HanseMerkur.
- Loss or damage from the criminal acts of third parties are in addition to be reported in detail to the police station responsible with immediate effect. The police report is to be submitted to HanseMerkur.
- The legal consequences of an infringement of one of these obligations are to be found under Art. 7, Section 2 of the General Part of these conditions of insurance.

### Motor Vehicle Breakdown Cover Insurance (only applicable when included in the extent of the insurance selected)

#### § 1 - Description of the Insurance Protection

HanseMerkur will indemnify, through its worldwide Emergency Call Service for support and/or loss or damage to the extent of Art. 2, when the motor vehicle used by the person covered under the insurance:

- becomes unusable at a distance of more than 50 km from the place or of residence of the person covered under the insurance through breakdown or accident;
- is stolen during the journey.
- The precondition for indemnification is that the person covered under the insurance or a person authorised by him or her notifies the worldwide Emergency Call Service of HanseMerkur by telephone or otherwise of the occurrence of an insurable claim. Should the person covered under the insurance or a person authorised by him or her so to do, fail to contact the worldwide Emergency Call Service of HanseMerkur, and additional charges thereby ensue, then HanseMerkur will not be liable to indemnify for such additional charges.

#### § 2 - Indemnities

- Assistance at the Place of the Occurrence of the Claim:  
Should, after the occurrence of a breakdown or an accident, the journey not be able to be continued at once, then HanseMerkur will organise, via its worldwide Emergency Call Service the reinstatement of the road worthiness of the motor vehicle at the place of the occurrence of the claim by means of the attendance of a breakdown assistance patrol vehicle or by the towing away of the motor vehicle to the next repair workshop. HanseMerkur will indemnify for charges up to EUR 300.00 in this respect.
- Consignment of Replacement Parts:  
Should the necessary replacement parts for the reinstatement of the road worthiness of the motor vehicle not be available at the place of the occurrence of the insured claim, then HanseMerkur will organise the sending of such parts via its worldwide Emergency Call Service through the most rapid channels. The charges of the consignment will be indemnified by HanseMerkur.
- Motor Vehicle Transportation after the Breakdown of the Motor Vehicle:  
Should, as the result of a breakdown or accident, the unusable motor vehicle not be capable of being rendered road worthy at the place of the occurrence of the claim or in the vicinity within 3 days, and when no economic or technical total loss exists, then HanseMerkur will organise the transportation of the motor vehicle to a suitable repair workshop or the return of the motor vehicle to the place of residence of the person covered under the insurance, via its worldwide Emergency Call Service. The charges for the transportation or return of the motor vehicle will be indemnified by HanseMerkur.
- Total Loss Disposal of the Motor Vehicle:  
Should the motor vehicle need to be disposed of after an accident, the HanseMerkur will organise such disposal via its worldwide Emergency Call Service. HanseMerkur will indemnify for the charges incurred.
- Customs Duties payable for the Motor Vehicle:  
Via its worldwide Emergency Call Service, HanseMerkur will assist in completing the obligatory customs duty formalities after a total loss of the motor vehicle through accident or theft abroad. HanseMerkur will indemnify for the procedural charges (but not for the amounts of the customs duties and taxes).
- Indemnification for Additional Travelling Expenses:  
Should, because of the breakdown, accident or theft of the motor vehicle being used on the journey by the person covered under the insurance, the journey not be capable of continuation, then HanseMerkur will indemnify for overall charges up to a total of EUR 2,500.00 for overnight lodgings at the place of the occurrence of the claim for all the authorised passengers of the motor vehicle, for up to 3 days in a middle class hotel or for the onward journey to the place of destination or for the journey back to the place of residence of the person covered under the insurance, as well as for the charges for the collection of the repaired motor vehicle.

#### § 3 - Limitations to the Insurance Protection

- The insurance protection does not apply to vehicles over 10 years of age, calculated from the date of initial registration.
- Not insured are any repair charges or the customs duties and taxes when the vehicle is abandoned abroad and has to be customised.
- No insurance protection will obtain hereunder when the driver authorised to be in possession of the motor vehicle is not the holder of a statutorily required driving license.

#### Travel Accident Insurance

(only applicable when included in the extent of the insurance selected)

#### § 1 - Description of the Insurance Protection

1. HanseMerkur will indemnify for accidents suffered on the journey, which lead to the death or the permanent disablement of the person covered under the insurance.
2. An accident is defined hereunder as an occurrence to the person covered under the insurance when he or she suffers a sudden involuntary impingement upon health caused by external influences to the body (occurrence of accident). As an extension to the indemnities provided, the insurance protection also covers typical damage to health resulting from underwater diving activities, as for example, caisson sickness or damage to the ear drum, without an accident having occurred, i.e. a sudden exterior impingement upon the body.
3. An accident is also deemed to have occurred hereunder, when enhanced strain is placed on the limbs or the spine, when a joint is strained or dislocated or when muscles, sinews, ligaments or capsules become strained or torn.
4. An accident is also deemed to have occurred hereunder, within the meaning of Section 2 in case of death by drowning or suffocation under water during diving activities.
5. Should the selected insurance tariff include disablement and/or death benefit and/or recovery charges and/or charges for cosmetic plastic surgery, the sums insured for the indemnities selected are to be found under the contractual agreements. The following terms and conditions apply to insured claims and the calculation of indemnities.

#### § 2 - Disablement Indemnities

1. Should an accident lead to a permanent encroachment upon bodily or psychological capabilities (disablement) of the person covered under the insurance, then that person has an insured claim to capital indemnity under the disablement sums insured. Disablement must arise within one year of an accident and be certified by a medical practitioner before the expiry of a time period of a further 3 months at the latest and to be claimed in writing from HanseMerkur Reiseversicherung AG (HanseMerkur Travel Insurance Ltd.). Should a time period of 15 months have expired since the date of the accident, without the person covered under the insurance or the insured having asserted a claim in accordance with the contract of insurance, then no insurance indemnity can be provided hereunder, already on the mere basis of the expiry of the foregoing time period. Insurance claims for disablement cannot be asserted hereunder after the expiry of the time period of 15 months from the date of an accident.
2. The indemnity claimable hereunder is governed by the degree of disablement.
  - a) A permanent degree of disablement (excluding evidence of a higher or lower degree of disablement) is deemed hereunder to be the loss of- or the functional incapability of

an arm at the shoulder joint	70%
an arm up to above the elbow joint	65%
an arm below the elbow joint	60%
a hand at the wrist	55%
a thumb	20%
an index finger	10%
another finger	5%
a leg above the middle of the thigh	70%
a leg up to the middle of the thigh	60%
a leg to below the knee	50%
a leg to the middle of the calf	45%
a foot at the ankle	40%
a large toe	5%
another toe	2%
an eye	50%
the hearing of one ear	30%
sense of smell	10%
sense of taste	5%

- b) In cases of partial- loss or encroachment upon a part of the foregoing body parts or sense organs, then an appropriate proportion of the percentages under a) will be taken as indemnity.
  - c) Should, as the result of an accident, body parts or sense organs be affected, whose loss or functional incapability is incapable of regulation under a) or b), then the indemnity is to be measured by the encroachment upon normal bodily or psychological capability under exclusive consideration of the medical viewpoint.
  - d) Should several bodily- or psychological functions be encroached upon by an accident, then the degree of disablement under Art. 2, Section 2a will be totalised. More than 100 percent will however not be indemnified hereunder.
3. Should a bodily or psychological function be affected by an accident, which is already suffering from a permanent encroachment, then a deduction in the indemnity to such an extent will be made. This is to be calculated under Art. 2, Section 2a.
  4. Should death ensue from an accident within one year of the date of an accident, then there is no claim hereunder to a disablement benefit.

Should the person covered under the insurance die from causes other than from an accident within one year of the date of an accident (no matter from whatsoever cause) later than one year after the date of the accident, and was an insured claim approved by HanseMerkur under Art. 2, Section 2a, then indemnity is to be provided according to the degree of existent disablement, on the basis of the most recent medical findings.

#### § 3 - Death benefit

If within one year the insured person dies due to the accident, the heirs are entitled to benefits according to the insurance amount. Claims are to be filed according to § 9 item 4.

#### § 4 - Rescue and recovery benefits

In the event the insured person has suffered an accident covered by the present insurance contract HanseMerkur shall compensate, up to the contractually agreed amount, all necessary costs arising for

1. search, rescue, or recovery missions of public or private rescue services in the mount of their customary fees;
2. transportation of the injured person to the closest hospital or a specialty clinic, if medically necessary and ordered by a physician;
3. additional costs for the return of the injured to his/her regular place of residence, if the additional costs are based on a physician's orders or unavoidable for the type of injury;
4. in case of death, transfer of the body to the most recent place of residence.
5. If the insured person is liable for the costs according to item 1, in spite of not having been involved in an accident, but such an accident was imminent or probable according to the given circumstances, HanseMerkur is also obligated to pay compensation.
6. If another liable party pays compensation, claims may only be filed with HanseMerkur for any costs remaining. If the other liable party denies the claim, the person insured may directly file his/her claim with HanseMerkur.
7. If the insured person owns more than one policy with the HanseMerkur insurance group any covered rescue and recovery costs can only be filed for one of them.

#### § 5 - Benefits for costs of cosmetic surgery

1. If due to an insured event the surface of the body of the person insured is injured or deformed such that after treatment has ended the outer appearance of the insured person is permanently changed, and if the insured person decides to undergo cosmetic surgery to correct said disfigurement HanseMerkur shall cover the costs arising in the context of said surgery and the clinical treatment connected thereto, as well as costs for medical fees, drugs, bandages, and miscellaneous remedies prescribed by a physician and the hospital fees up to the insured amount. The incisions visible when the mouth is open are not considered parts of the surface of the body.
2. The surgery and the clinical treatment of the insured person must be performed and concluded no later than 3 years after the accident. If the insured person was younger than 18 years of age at the time of the accident costs are also covered if surgery and clinical treatments occur after the expiration of said term, but prior to age 21.
3. Not covered are costs for food, spa treatments, or recreational travels, as well as nursing care, unless the service of professional nurses was prescribed by a physician.

#### § 6 - Due dates of benefits

1. As soon as HanseMerkur has received the documents to be provided by the insured person proving the events of the accident as well as its consequences and the medical treatments completed necessary to assess invalidity, HanseMerkur is obligated to clarify within one month (in case of claims for invalidity: within three months), if the claim has been recognized and in what amount. The medical fees arising for the insured person in order to prove his/her claim are to be paid by HanseMerkur.
2. If HanseMerkur recognizes the claim or the insured person and HanseMerkur have agreed to the merit and the amount, HanseMerkur shall provide the benefits within 2 weeks. Prior to concluding treatments, benefits from invalidity cannot be claimed within one year after the date the accident has occurred.
3. If the obligation to pay benefits is initially admitted only with regard to its merit, HanseMerkur shall pay appropriate installments to the insured person, upon request.
4. The insured person and HanseMerkur are entitled to a medical review of the level of invalidity at annual intervals, up to 3 years after the accident has occurred. This right must be exercised by HanseMerkur by issuing a statement according to § 6 item 1, executed by the insured person within one month, beginning with the receipt of said statement. If the final assessment results in benefits higher than the ones already paid by HanseMerkur, interest is added to the difference in an amount of 5% p.a.

#### § 7 - Restrictions of coverage

Not covered are

1. accidents caused by mental disease or defect, even if they are caused by drunkenness or drug abuse, as well as strokes, epileptic seizures, or other seizures affecting the entire body of the insured person; however, insured are such disorders or seizures caused by an accidental event covered by this contract;
2. accidents suffered by the insured person during the execution or attempted execution of a felony;
3. accidents directly or indirectly caused by war or civil unrest or in the context of terror attacks. Covered are, however, insured persons traveling abroad, who are unexpectedly affected by events of war or civil unrest. This expanded coverage does not apply for travels into or through countries with areas already at war or civil war at the time the trip began. No coverage is given for any active participation in wars or civil wars or accidents by NBC-weapons (nuclear, biological, or chemical weapons);
4. accidents suffered by the insured person acting as the pilot (including pilot of aerial sports equipment), if a license is required according to German law, and as a member of the crew of an aircraft, if the accident was caused in the context of operating the aircraft;

5. accidents of the insured person during an activity to be performed with the help of an aircraft;
6. accidents of the insured person during the use of spacecrafts; coverage is provided for passengers of an airline company, though;
7. accidents suffered by the insured person while being the driver or passenger of a motor vehicle during driving events, including test drives, in which maximum speeds are to be achieved;
8. accidents directly or indirectly caused by nuclear energy;
9. accidents suffered by the insured person within the scope of his/her occupation;
10. health problems caused by radiation and treatments or operations to the body of the insured. However, treatments and operations including radio-diagnostics and radio-therapy are covered when resulting from an accident ensue by this contract,;
11. health problems by infections. They are also excluded if they are caused by insect bites or stings or by other minor injuries of the skin or mucosa, through which the pathogens then entered the body immediately or subsequently. However, coverage is provided for rabies and tetanus as well as infections, in which the pathogens entered the body due to accidental injuries not excluded according to sentence 1. For infections caused by treatments or operations coverage is provided if the treatment or operations, including radio-diagnostics and radio-therapy, were the result of an accident covered by this contract,
12. abdominal or lower abdominal hernias. However, coverage is provided, if they were caused by a violent external impact covered by this contract;
13. damages of spinal disks as well as hemorrhaging of internal organs and the brain. However, coverage is provided if they are primarily caused by an accident in the sense of § 1 item 2 covered by this contract;
14. Pathological disorders due to psychic reactions, regardless of their cause;
15. Poisoning due to the intake of solid or liquid material via the pharynx.

#### § 8 - Restrictions of coverage due to diseases and ailments contributing

1. In the event diseases or ailments have contributed to the health problems or their consequences caused by an accidental event, the coverage is reduced according to the share the disease or ailment had in the accident if said share amounts to at least 25%.
2. In the event diseases or ailments have contributed to the health problems or their consequences caused by an accidental event, no benefits are paid if said share amounts to more than 50%.

#### § 9 - Special responsibilities after an accident has occurred

(as a supplement to the general responsibilities listed in § 7 of the general part)

1. A physician is to be consulted immediately when an accident has occurred probably leading to claims. The insured person is to follow the instructions of the physician and to reduce any negative consequences of the accident to the extent possible.
2. The accident claim form provided by HanseMerkur is to be filled out completely and truthfully and to be returned to HanseMerkur, duly executed by the insured person.
3. The insured person is to consent to an examination by physicians named by HanseMerkur. The necessary expenses arising in this context, including any loss of income, are paid by HanseMerkur.
4. If the accident results in the death of the insured, said fact is to be reported to HanseMerkur by the heirs or other legal successors of the insured person within 48 hours, even if the accident itself has already been reported. HanseMerkur is entitled to request an autopsy by a physician named by the insurance company.
5. The legal consequences for violations of one of these obligations are discernible from § 7 item 2 of the general part.

#### Travel-liability insurance

(only valid, if included in the coverage selected)

#### § 1 - Description of the insurance coverage

1. HanseMerkur offers liability insurance coverage for the insured person when traveling in the event that said person, due to a damaging event resulting in the death, injury, or health problems of human beings (bodily injury) or the damage or destruction of objects (property damage), is held liable for the consequences
  - a) due to statutory liability regulations of private law
  - b) or claims for compensation filed by a third party.
2. The coverage extends to the statutory liability of the insured as a private citizen with regard to liability risks of daily life occurring when traveling, particularly
  - a) from being the head of household (e.g., resulting from the obligation to supervise minors);
  - b) from bicycling (bicycle without motorized drive);
  - c) from sports activities (except the sports activities mentioned in § 3 item 3);
  - d) as a rider or driver using horses or carriages owned by third parties for private purposes (liabilities claims of the owner of the animal against the insured person and/or the owner of the policy are not covered);
  - e) from owning and operating aircraft models, unmanned balloons, and kites operated without motors or engines, with their gross weight not exceeding 5 kg and not being subject to statutory insurance coverage;
  - f) from owning and operating owned or third-party owned row boats or paddleboats as well as third-party owned sail boats, which are neither operated by motors (including outboard motors) nor engines and which are not subject to statutory insurance coverage;
  - g) from owning, holding, or riding owned or third-party surf boards for recreational purposes; **excluded** are, however, the statutory liability of the insured

person from leasing, letting, or ceding the right to use to third parties.

- h) for damages of leased objects of rooms in buildings temporarily used privately as lodging when traveling (e.g., hotel and bed-and-breakfast rooms, apartments, bungalows) as well as rooms provided and permitted for use in the context of said lodging (e.g., dining halls, common swimming pools). The coverage per rental object and insured event amounts to 25,000.00 EUR. The overall benefit of HanseMerkur for all damaging events of rental objects within the ensured term is limited to twice the above-mentioned coverage amount. The insured person is to pay 20 % of the damage compensation, at least 50.00 EUR. However, excluded are liability claims due to
- damages to mobile objects, such as pictures, furniture, television sets, china etc., damages due to wear and tear, and excessive use
  - damages to heating, machinery, boiler, and hot water preparation devices, as well as electric and gas-powered devices;
  - recourse claims subject to the recourse waiver according to the agreement of the fire insurance companies for overlapping damaging events.

## § 2 - Benefits

1. The obligations of HanseMerkur include the review of the liability claim, the rejection of unauthorized claims, as well as the compensation of damages the insured has to pay based on a recognition of HanseMerkur, a settlement entered into or permitted by HanseMerkur, or a court decision. HanseMerkur shall pay the statutory, or in an individual case mutually agreed costs of an attorney, if in criminal proceedings based on a damaging event that might lead to liabilities covered by insurance, appointing a counsel for the insured person is requested or permitted by HanseMerkur.

If the ensured person has to provide statutory securities for structured payments due, resulting from an insured event, or if the execution of a court decision is waived in case securities are provided or ceded, HanseMerkur is obligated to provide or cede said security for him/her.

2. The contractually agreed insurance amounts represent the maximum limits for each damaging event within the scope of benefits by HanseMerkur. Several simultaneously occurring damages resulting from the same event are considered one damaging event.
3. In the event a legal dispute regarding claims between the insured and the damaged party or his/her legal successors arises from a damaging event covered, HanseMerkur conducts the legal proceedings on behalf of the insured. The costs arising here are paid by HanseMerkur.
4. The expenses arising for HanseMerkur are not considered benefits included in the insured amount (cf. see item 5).
5. If the liability claims exceed the insured amount, HanseMerkur is obligated to cover legal fees only at the ratio of the insured amount in reference to the total amount of claims, even if they relate to several suits resulting from the same damaging event. In such cases HanseMerkur is entitled by payment of the insured amount and its share of the legal expenses that have arisen to said date to disengage itself from additional services.
6. If the insured person is to pay annuity payments to the damaged party and the capital value of the settlement exceeds the insured amount or the insured amount remaining after the reduction of potential other payments from the insured event, the annuity payments to be paid is only compensated by HanseMerkur at the ratio of the insured amount and/or its remaining value in reference to the capital value of the annuity payment. The value of the settlement is calculated based on the General Mortality Tables for Germany with survival feature 1987 R, men and women [Allgemeine Sterbetafeln fuer Deutschland mit Lebensaltcharakter 1987 R, Maenner und Frauen] and based on calculated interest rates using the actual money-market interest rates in Germany. Here, the arithmetic mean of the most recent 10 years of bonds by public issuers are used, published by Deutsche Bundesbank. Subsequent increases or reductions of the annuity payments are calculated retroactively to the time of the beginning of payments at the cash value of the postponed payments, using the above-mentioned calculation criteria.
  - a) For survival benefits of minors, age 18 is considered the earliest expiration of payment.
  - b) For calculating disability annuities an end of employment is set for age 65, unless stipulated otherwise by way of judgment, settlement, or another agreement, or by the circumstances of the settlement changing.
  - c) When calculating the amount the insured is to contribute to the annuity, miscellaneous services are deducted in their full amount from the insurance amount if the capital value of the annuity payment exceeds the insured amount or, after the deduction of the miscellaneous services, it exceeds the remaining insured amount.
7. If compensating liability claims requested from HanseMerkur by way of recognition, payment, or settlement fails due to the opposition of the insured HanseMerkur is released from the additional expenses for the primary claim, interest, and costs arising after said opposition.

## § 3 - Exclusions

Insurance coverage is excluded for

1. liability claims exceeding the scope of the statutory liability of the insured person;
2. claims for salary, pension, wages, and other set income, food, medical treatment in case of invalidity, welfare claims, as well as claims from riot protection laws;

3. liability claims from damages due to participating in horse, bicycle, or motor vehicle races, boxing or wrestling matches, martial arts competitions of any kind including their preparation (training);
4. Liability claims from damages (excluding events listed under § 1 item 2. b) of third party goods rented, leased, or borrowed by the insured person or acquired by illegal actions, or subject of a special custody contract;
5. Liability claims from damages by environmental effects on ground, air, or water and all secondary damages resulting therefrom;
6. Liability claims
  - a) from damages of family members of the insured, living in the same household. Family members include spouses, parents and children, adopted parents and children, parents and children in-law, step parents and children, grandparent and grandchildren, siblings, as well as foster parents and children (persons living in a family-like, long-term relationship, similar to parents and children);
  - b) between several insured persons covered by the same insurance policy as well as between the policyholder and the insured persons of the same insurance contract;
  - c) between several persons having jointly booked a travel and traveling together;
7. liability claims due to damages arising from the transfer of a disease to the insured person;
8. the liability of the owner, holder, or driver of a motor vehicle, aircraft, or watercraft (except for the watercrafts mentioned in § 1 items 4 e and f) for damages caused by the use of said vehicle;
9. the liability as the owner, holder, or guardian of animals as well as liabilities from hunting. Insurance coverage of animal guards according to § 1 item 4 c remains unaffected by this exclusion;
10. the liability from acts performed within occupational services, official work (including voluntary office) or activities in an association of any kind;
11. the liability of the insured person from leasing, lending, or ceding the right for use of objects to third parties;
12. liability claims due to damages from the use of weapons of any kind.

## § 4 - Particular obligations and processes when an insured event has occurred

(as a supplement to the general responsibilities listed in § 7 of the general part)

1. An insured event in the sense of this contract is a damaging event, which may lead to liability claims against the insured person.
2. If an investigation has been initiated or a penalty order or a court order has been issued, the insured person is to immediately inform HanseMerkur, even if the insured event itself has already been reported. If claims are filed in court against the insured, legal aid has been applied for, or the suit has been announced by the court, said fact is to be immediately reported to HanseMerkur. The same applies in case of an arrest, a preliminary injunction, or proceedings to preserve evidence.
3. The insured person is obligated, considering the instructions of HanseMerkur, to ensure the prevention and reduction of damages to the extent possible and to do everything in his/her power to clarify the damaging event, within reasonable limits. The insured is to support HanseMerkur in the defense of the damage as well as determining and regulating the damage, to provide detailed and truthful reports concerning said damage, to report all facts relevant for the matter, and to provide all documents relevant according to HanseMerkur to assess the damaging event.
4. If the liability claim results in a law suit the insured person is to permit HanseMerkur to conduct the proceedings, to grant the attorney appointed or named by HanseMerkur with a power of attorney, and to provide him/her with all declarations considered necessary by him/her or HanseMerkur. The insured is to appeal in due time or to initiate the respective legal proceedings, without waiting for instructions of HanseMerkur, when court actions or office actions of administrative authorities are issued for liability compensation.
5. If the insured person, due to changed circumstances, acquires the right to demand the annulment or reduction of an annuity to be paid he/she is obligated to allow HanseMerkur to execute said right on his/her account. The stipulations under item 3 and 4 apply accordingly.
6. HanseMerkur is considered authorized to make any and all statements on behalf of the insured person to settle or defend claims.
7. Legal consequences of violations of the above-mentioned obligations are discernible from § 7 item 2 of the general part.