

Terms and Conditions of Travel Cancellation Insurance
VB-RS 2014 (RRK-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. **Section B** provides information on the scope of cover. In addition to benefits and eligibility for benefits, this section also stipulates exclusions and codes of conduct.

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?

The contract 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 3rd working day following the booking 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?

Your insurance cover begins when the contract is concluded. It ends when travel services insured are used for the first time.

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

B: Special Section

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 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.
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. Malicious deceit

HanseMerkur will not pay benefits in circumstances where you maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit.

2. Intent

No insurance cover applies in respect of damages where you have acted with intent in causing the damage.

3. 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.

4. 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.

5. Foreseeability

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

6. 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. Duty to minimise damages/immediate cancellation

Keep the damage to a minimum and avoid everything that might result in an unnecessary increase in cost. 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

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. 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. Participation in the assertion of claims for compensation

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. Consequences in the case of non-compliance with obligations

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.