

**Terms and Conditions of Insurance for the Travel Health Insurance  
VB-KV 2012 (RK 365)**

Your terms and conditions of insurance consist of three sections.

Section I contains an overview of the types of cover available and the foreseen tariff-related cover provided.

Section II provides explanations relating in particular to the circle of insured persons, to the conclusion deadlines and to the payment of premiums. The precise wording of the types of cover can be found in Section III.

**Section I. Performance Overview**

The precise wording of the insurance benefits and occurrences can be found under the points indicated in Section III. Performance Specifications.

**RKV. Travel Health Insurance**

<b>Insured Benefits</b>		
2.1.1	Out-Patient Medical Treatment	100%
2.1.2	Dental Treatment and Repair of Existing Dental Prosthesis	100%
	Accident-Related Dental Prosthesis	EUR 500
2.1.3	Medicaments and Dressing Material	100%
2.1.4	Radiation Treatment, Light Therapy and Other Forms of Physical Treatment	100%
2.1.5	Massages, Packs, Inhalation Treatment, Physiotherapy	100%
2.1.6	Therapeutic Aids Prescribed due to an Accident	100%
2.1.7	X-Ray Diagnosis	100%
2.1.8	Operations	100%
2.1.9	In-Patient Medical Treatment	100%
2.2.1	Information on Local Doctors	100%
2.2.2	Information Transfer from Doctor to Doctor	100%
2.3	Insurance Benefits in Cases of Premature Birth	EUR 50,000
2.4.1	Accompanying Person in the Hospital for Children Aged Less than 18	100%
2.4.2	Travel Accompaniment for Children Aged Less than 18	100%
2.4.3	Forwarding of Pharmaceutical Products	100%
2.4.4	Hospital Visit	100%
2.4.5	Hotel Costs for up to a Maximum of 10 Days	EUR 2,500
2.5.1	Medically Indicated Patient-Return Transportation	100%
2.5.2	Costs for an Accompanying Person in the Event of Patient-Return Transportation	100%
2.5.3	Transport by Ambulance	100%
2.5.4	Transfer Costs	100%
2.5.5	Funeral Expenses Abroad	100%
2.5.6	Return Transport of Luggage	100%
2.6	Follow-On Service Abroad	100%
2.7	Telephone Costs for Establishing Contact with the Emergency-Call Centre	EUR 25
2.8	Remuneration of Expenses in the event of in-patient treatment for a maximum of 14 days, per day in the event of out-patient treatment, once only	EUR 50 EUR 25
2.9	Optional Hospital Daily Benefits for a Maximum of 30 Days, per Day	EUR 50

**Section II. General Provisions**

**1. Insured Persons and Eligibility for Insurance**

- 1.1 Insured persons are those identified by name in the insurance policy, for whom the agreed premium has been paid.
- 1.2 Those eligible for insurance are persons with a place of residence in the Federal Republic of Germany.
- 1.3 In the case of a person for whom the prerequisites for eligibility for insurance cover in accordance with these terms and conditions have not been satisfied, no insurance contract comes into effect, even if the premiums have been paid. If premiums are paid for a person not eligible for insurance cover, the sum paid is available to the sender.

**2. Conclusion, Period and Ending of the Insurance Contract and the Insurance Cover**

**2.1 Conclusion**

- 2.1.1 The application for conclusion of an insurance contract must be concluded before the start of the trip. After departure for a foreign destination conclusion of an insurance contract is no longer possible.
- 2.1.2 The contract comes into effect in that the application foreseen by the insurer for this purpose is submitted to the insurer properly completed. The application has only been properly completed if it contains all of the details requested and these have been provided clearly and completely.

**2.2 Commencement**

The insurance cover begins at the earliest with the commencement of the insured journey, provided the premium has been paid before the commencement of the journey. The journey is regarded as having commenced with the crossing of the border to a foreign country.

**2.3 Period**

- 2.3.1 The application for conclusion of an insurance contract must be made for the entire period of stay. The maximum period of insurance cover is 365 days.
- 2.3.2 In the event of an extension of the period of stay within the maximum insurance period, the originally agreed insurance period can only be extended by a follow-up contract if the application for the follow-up contract has been submitted to (i.e. received by) us before expiry of the original insurance agreement and we have explicitly consented to this follow-up contract. In the event of such an extension, insurance cover is only provided for claims, illnesses, complaints and the consequences of such, that have newly occurred after the application for extension (date and time of postmark / online application).

**2.4 Ending**

The insurance contract and the insurance cover end, even for events covered by the insurance that have not yet been completed,  
2.4.1 at the end of the agreed period, though at the latest at the end of the insured journey with the crossing of the border from a foreign country into the home country. The insurance cover extends beyond the agreed date if the scheduled end of the

journey is delayed for reasons for which the insured person is not answerable.

- 2.4.2 with the ending of the temporary period of stay of the insured person abroad;
- 2.4.3 when the prerequisites for a temporary period of stay abroad no longer apply because the insured person has decided to remain permanently abroad or because the insured person finally returns to his or her home country.

### **3. Area of Application of Insurance Cover**

- 3.1 The insurance cover applies to the agreed area of travel abroad.  
The term "abroad" is taken as excluding the territory of the Federal Republic of Germany and the country within which you have a place of residence at the time of application.  
If the agreed area of application is geographically limited (e.g. in the event of tariffs without the area of application of the USA and Canada), this limitation does not apply under the following conditions:
  - in the case of a transit visit, for the duration of the transit.
  - for stays of up to 14 days, in the case of an insurance contract of at least 6 months.

### **4. What must be taken into account as regards the payment of premiums?**

#### **4.1 Payment of the First Premium**

- 4.1.1 The initial premium is due upon commencement of the insurance contract.
- 4.1.2 If the first premium is not paid on time, we are entitled to withdraw from the contract for as long as the premium remains unpaid. Such withdrawal shall be excluded, however, if the policyholder is not answerable for the non-payment.
- 4.1.3 If the initial premium has not been paid at the time of occurrence of an event covered by the insurance, the insurer is not compelled to pay benefits, unless the policyholder cannot be held answerable for the non-payment.

#### **4.2 Payment of Subsequent Premiums**

- 4.2.1 If the subsequent premium is not paid on time, the insurer will send the policyholder a reminder and will set a deadline of two months within which the payment must be made.
- 4.2.2 If the policyholder is still in default of payment after expiry of this payment deadline, the insurer can also cancel the contract, if this consequence was drawn to the attention of the policyholder at the time of demand for payment.
- 4.2.3 If the insurer has cancelled the contract and the policyholder then pays the outstanding sum within a month of receipt of the notification of cancellation, the contract shall then be continued. Should events covered by the insurance occur in the period between expiry of the term granted for payment and receipt of the payment, no insurance cover shall be provided for such events.

#### **4.3 Level of Premiums**

The premium for an insured person is based on the overview of premiums.

#### **4.4 Direct Debit Procedure**

If the premium is collected by the insurer by direct debit from a bank or credit-card account, payment will be regarded as punctual if the premium can be collected on the booking date and the policyholder does not object to a legitimate premium booking. If the premium could not be collected, though for reasons non-attributable to the policyholder, the payment will still be regarded as having been made on time if it is made immediately after receipt of a demand for payment from the insurer in text form.

### **5. What must be observed in connection with the compensation payment?**

#### **5.1 Conversion of Costs Incurred in a Foreign Currency**

Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by the insurer. For traded currencies, the exchange rate of the day is the official exchange rate as stipulated in Frankfurt/Main, whereas for non-traded currencies the rate is as stipulated in »Währungen der Welt« publications of the German Central Bank »Deutsche Bundesbank« in Frankfurt/Main (latest version in each case), unless it can be proven that the foreign currency required for the payment of invoices was purchased at a less favourable exchange rate. Additional costs incurred in making necessary transfers abroad, or in complying with the request of the insured person that special forms of transfer be used, can be deducted from the benefits due.

#### **5.2 Due Dates for Our Payments**

As soon as the proofs of insurance cover and premium payments have been submitted and we have ascertained our payment obligation and the level of indemnification due, this will be paid within two weeks at most.

If we have ascertained our payment obligation, but cannot determine the level of indemnification within a month of receipt of the notice of claim, you can demand a reasonable advance payment of your indemnification.

If, in connection with the claim, you or one of the insured persons are under investigation by the authorities or if criminal charges have been brought against you or one of the insured persons, we can delay settlement of the claim until such legal proceedings have been concluded.

#### **5.3 Indemnification Payable from Other Insurance Contracts**

If, in the event of a claim, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. This also applies if, in one of the other insurance contracts, such a subordinate-contract clause has also been agreed to, regardless of when the other insurance contract was concluded. If the event covered by the insurance is first reported to us, we will initially undertake payment and will then contact the other insurer directly for purposes of sharing the costs. We will, however, waive any sharing of costs with a private health insurance company if this would be to the disadvantage of those insured (e.g. loss of premium refund).

#### **5.4 Participation of Third Parties in the Costs**

If a claim to benefits from statutory health, accident or pension insurance, from statutory medical or accident care, or from state aid (for civil servants) exists, we can, without prejudice to claims for hospital daily benefits, deduct the level of statutory benefits due from the insurance benefits due.

### **6. Which law is applicable and when do claims arising from this contract come under the statute of limitations? To whom do these provisions apply?**

The insurance contract act »Versicherungsvertragsgesetz (VVG)« applies in addition to these provisions, as does German law, unless this conflicts with international law. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefit can first be raised. If a claim has been submitted by you or the insured person, the period of limitation will be delayed until our decision in the matter has been received by you, or by the insured person, in writing.

All of the provisions of the insurance contract also apply similarly to the insured persons.

### **7. Offsetting**

You can only offset claims against our claims if the counterclaim is uncontested, or has been legally established.

### **8. What must be observed when notifying us?**

All notifications and explanations intended for us must be given in writing (letter, fax, e-mail, electronic data carrier, etc.) and sent to our head office or to the address indicated in the insurance policy. The contract language is German.

## Section III. Performance Specifications

### 1. Purpose of the Insurance Cover

#### 1.1 Case of Damage

An event is covered by the insurance when medical treatment is required by an insured person due to illness or to the consequences of an accident. The insured event begins with the commencement of required medical treatment and ends at that point in time at which medical findings deem that no further medical treatment is required. If the medical treatment has to be extended to include an illness or accident consequences not causally related to the previously administered treatment, this constitutes a new event covered by the insurance. Other cases covered by the insurance include essential medical treatment for complaints during pregnancy, premature births up to the 36<sup>th</sup> week of pregnancy, miscarriages, medically required abortions and death.

#### 1.2 Freedom to Choose Between Doctors and Hospitals

While abroad the insured person may choose from among state-recognized and licenced doctors, dentists and hospitals in the given country, provided these charge for their services in accordance with the official scale of medical fees for doctors and dentists – if existing – or their fees are in keeping with those normally charged locally.

#### 1.3 Insured Methods of Treatment

Within the scope of the contract, we provide cover for methods of examination and treatment, as well as for medicaments, that are fully or widely approved by classical medicine. In addition to this we provide cover for methods and medicaments that in practice have proved just as successful, or are used, because the methods of classical medicine or medicaments are not available (e.g. medical treatment and prescriptions based on the special therapeutic approaches of homeopathy, anthroposophical medicine and phytotherapy). We can, however, reduce our benefits to those equivalent to the costs that would have been incurred if classical medical treatment or medicaments had been applied.

### 2. What benefits are offered by your Travel Health Insurance?

In the event of a claim (for limitations see point 3) the following costs are reimbursed. Depending on the tariff concluded by you, the customary costs incurred in the official currency of the country visited will be reimbursed up to the sum indicated in Section I.

#### 2.1 Costs of Medical Treatment Abroad

On the occurrence of an illness or in the event of an accident during a trip abroad we will reimburse the foreign costs incurred for medical treatment. The term "medical treatment" in the sense of these terms and conditions includes medically necessary

- 2.1.1 out-patient treatment by doctors as a consequence of medical complaints, including necessary treatment during pregnancy, child delivery up to the end of the 36<sup>th</sup> week of pregnancy (premature birth), treatment due to miscarriage and medically required abortions;
- 2.1.2 painkilling and preservative dental treatment including simple fillings and repair of existing dental prosthesis, provided this work is undertaken or ordered by a dentist; we also reimburse the costs incurred for dental prosthesis necessary for the first time as the result of an accident during the insured period, up to the amount indicated in Section I;
- 2.1.3 prescribed medicaments and dressing materials (medicaments do not include foodstuffs, restoratives or cosmetic preparations – even if prescribed by a doctor);
- 2.1.4 prescribed radiation treatment, light therapy and other forms of physical treatment;
- 2.1.5 prescribed massages, medical packs, inhalation treatment and physiotherapy;
- 2.1.6 prescribed therapeutic aids necessary for the first time as the result of an accident and serving to treat the consequences of the accident;
- 2.1.7 X-ray diagnosis;
- 2.1.8 urgent operations that cannot be postponed;
- 2.1.9 non-postponable, in-patient treatment, provided this takes place in a facility that is generally regarded in the country visited as a hospital and is licenced as such, which is under permanent

medical direction, has adequate diagnostic and therapeutic capability and keeps records of clinical histories.

#### 2.2 Information Service

##### 2.2.1 Information on Local Doctors

In cases of illness or accident we provide information, upon request, via our emergency-call service, on the possibilities of medical attention for the insured person. Where possible, we will name a German-speaking or English-speaking doctor.

##### 2.2.2 Information Transfer from Doctor to Doctor

If, due to illness or to the consequences of an accident, the insured person requires in-patient hospital treatment, we can arrange, upon request, for contact via our emergency-call service between a doctor appointed by us and the insured person's family doctor, and the attending doctors in the hospital, and can ensure, during the period of hospital treatment, that an exchange of information takes place between the doctors involved. Upon request, we can also inform the relatives accordingly.

#### 2.3 Insurance Benefits in Cases of Premature Birth

If no other insurance cover is provided, we also reimburse, in the case of a premature birth up to the end of the 36<sup>th</sup> week of pregnancy, the costs of necessary medical treatment abroad for the newborn child up to the amount stipulated in the tariff specifications. The costs are accepted in full, without an indemnification limit, if the period of insurance is at least 3 months.

#### 2.4 Care and Support

##### 2.4.1 Accompanying Person for Children in Hospital

If an insured child up to the age stipulated in the tariff specifications has to be given in-patient treatment in hospital, we reimburse the costs of accommodating an accompanying person in the hospital.

##### 2.4.2 Travel Accompaniment for Children

We organize and pay for the care of children up to the age indicated in the tariff specifications who must continue the journey alone, or who must discontinue it, if all of the accompanying persons – or the only accompanying person caring for the child on the journey – are or is unable to complete the journey as planned, due to their death, serious accident or unexpected severe illness.

##### 2.4.3 Forwarding of Pharmaceutical Products

If the insured person needs medically prescribed pharmaceutical products that have been lost during the journey, we, in consultation with the insured person's doctor, will procure and send on replacement preparations to the insured person. The costs of the replacement preparations must be repaid to us by the insured person within a month of the end of the journey.

##### 2.4.4 Hospital Visit

If it is clear that the insured person will have to spend more than 5 days in hospital, we will arrange, upon request, for the journey of a person close to the insured person to the place in which the hospital is located, and from there back again to the person's place of residence, paying the resulting transport costs for the journey there and back. A prerequisite here, however, is that the insured person's period of stay in hospital has not yet ended at the time of arrival of the person close to the insured person.

##### 2.4.5 Hotel Costs

If the booked stay must be interrupted or extended due to treatment of the insured person in hospital, we will reimburse the insured person and the insured accompanying persons for the additional overnight costs. The amount payable here is limited to the sum named in the tariff specifications.

#### 2.5 Transportation/Transfer/Funeral Costs

- 2.5.1 We reimburse additional costs for the return transportation of an insured person to the nearest-lying, appropriate hospital to the insured person's place of residence, provided the return transportation is medically both desirable and justifiable, or if, in the view of the attending doctor, the hospital treatment abroad would last for more than 14 days.

- 2.5.2 We also accept the costs for an accompanying person and for an accompanying doctor if such accompaniment is regarded as being medically necessary, or is ordered by the official authorities or is required by the transporting company.
- 2.5.3 We reimburse the costs of medical transportation for in-patient treatment in the nearest suitable hospital and back again to the place of abode.
- 2.5.4 We reimburse the necessary additional costs incurred, in the event of the death of an insured person, in returning the body of the dead person to his or her permanent place of residence.
- 2.5.5 The costs of a funeral abroad will be reimbursed up to the amount that would have been incurred for a transfer home.
- 2.5.6 We organize and pay for the additional return transport of the luggage, if all of the co-insured adults have already been returned home or have died.

## **2.6 Follow-On Service Abroad**

If an illness suffered during the period abroad requires treatment beyond the end of the period of insurance cover, because return is impossible due to the proven inability of the patient to be transported, these terms foresee payment of benefits (including possible return transportation) until recovery of transportability.

## **2.7 Telephone Costs for Establishing Contact with the Emergency-Call Centre**

In the event of a claim we reimburse the telephone costs incurred by establishing contact with our emergency-call centre, up to the amount indicated in Section I.

## **2.8 Remuneration of Expenses**

If all of the costs of medical treatment incurred abroad that fall under the benefit commitment of these terms and conditions are passed to another service provider or insurer participating in the reimbursement of costs before we are approached, we will pay – in addition to the reimbursement of costs – additional Hospital Daily Benefits, in the event of in-patient hospital treatment, up to the period and limit indicated in the tariff specifications. In the case of out-patient care (regardless of the number of visits for treatment and the number of illnesses) we provide an additional, one-time sum, as specified in the tariff specifications, per person treated.

## **2.9 Optional Hospital Daily Benefits**

In connection with foreign journeys, insured persons undergoing necessary medical in-patient treatment for an illness or injury suffered during the journey abroad can choose, instead of reimbursement of the costs of the in-patient treatment, hospital daily benefits for the period of in-patient treatment to the value indicated in the tariff specifications, as from the beginning of the period of necessary medical in-patient treatment. The choice must be made at the beginning of the period of in-patient treatment.

## **3. What limitations on the insurance cover must be taken into consideration?**

### **3.1 Limitations on Performance**

If the level of medical treatment provided exceeds the necessary amount or if the costs of medical treatment exceed those customarily charged locally, we can reduce the benefits paid to an appropriate level.

### **3.2 Not Covered by the Insurance**

We pay no benefits for:

- 3.2.1 treatment abroad constituting the sole reason, or one of the reasons, for embarking on the journey in the first place;
- 3.2.2 treatment for which it was clear at the time of commencement of the journey that, assuming everything went according to plan, such treatment would be necessary, unless the journey was undertaken because of the death of a husband or wife, or of a very close relative;
- 3.2.3 diseases, including the consequences of such, as well as for the consequences of accidents caused by foreseeable acts of war, or active participation in civil disturbances and not expressly included in the insurance cover. The term "foreseeable" as used here applies to acts of war or internal unrest particularly if the Foreign Office of the Federal Republic of Germany issues a travel warning – prior to commencement of the journey – for the country in question;
- 3.2.4 illnesses, accidents and their consequences resulting from wilful intent;

- 3.2.5 treatment in a spa or sanatorium as well as rehabilitation measures, unless such treatment follows an insured period of in-patient hospital treatment due to a severe stroke, a bad heart attack or a serious skeletal disease (surgery of the intervertebral discs, hip endoprosthesis) and is intended to shorten the period of treatment in the acute hospital, and the treatment was approved by the insurer in writing prior to its commencement;
- 3.2.6 withdrawal treatment including withdrawal cures;
- 3.2.7 out-patient therapy in a spa or health resort. This limitation does not apply, if the therapy becomes necessary as the result of an accident that happened there. In the event of illness, this limitation does not apply if the insured person's stay in the spa or health resort was for a short period only and was not for curative purposes;
- 3.2.8 treatment provided by one's spouse, parents or children, as well as by persons with whom the insured person lives within his or her own family or the host family; although proven material costs are reimbursed according to the tariff specifications;
- 3.2.9 such illnesses, including their consequences and the consequences of accidents, that are caused by nuclear energy or acts of high authority;
- 3.2.10 treatment or accommodation due to infirmity, need of care or safe custody;
- 3.2.11 hypnosis, psychoanalytic treatment and psychotherapeutic treatment, provided no other tariff regulations apply;
- 3.2.12 dental prosthesis, post crowns, inlays, caps and crowns, orthodontic treatment, prophylactic treatment, occlusal overlays and splints, analytic and therapeutic functional treatment and dental treatment in the field of implantology, provided no other tariff regulations apply;
- 3.2.13 immunization measures or precautionary examinations provided no other tariff regulations apply;
- 3.2.14 treatment due to disturbances of and/or damage to the reproductive organs;
- 3.2.15 organ donations and the consequences.

## **3.3 Fraudulent Deceit**

We pay no benefits if you or the insured person has wilfully attempted to deceive us as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.

## **4. What (obligations) must be taken into consideration in the event of a claim?**

Without the cooperation of the insured persons we are unable to render our services. For this reason you and the insured persons should please note the following points, to avoid endangering the insurance cover.

### **4.1 Obligation to Minimize Costs**

You and the insured persons should keep the level of damage as low as possible, avoiding everything that might result in unnecessary cost increases. If you or the insured persons are uncertain, please don't hesitate to contact us.

Consent to return transportation to the place of residence, or to the nearest appropriate hospital to the place of residence, must be given if the patient is in a transportable condition and we have approved the return transportation, taking account of the nature of the illness and the need for treatment.

### **4.2 Establishing Contact Immediately**

In the event of in-patient hospital treatment and before the commencement of extensive diagnostic and therapeutic measures, you or the insured person must contact our worldwide emergency service immediately.

### **4.3 Obligation to Give Information**

The Notice of Claim form sent by us must be truthfully filled in by you or the insured person and sent back to us immediately. Should we deem it necessary, the insured person is obliged to undergo examination by a doctor commissioned by us.

The following proof, which will become our property, must be submitted to us:

- 4.3.1 original receipts bearing the name of the person treated, identification of the illness and details as to the type of treatment provided by the attending doctor, and the place and period of treatment. If other insurance cover exists and claims for medical costs have first been made to this other insurance, copies of the invoices indicating the compensation payments made are adequate as proof;

- 4.3.2 prescriptions together with invoices for medical treatment, invoices for medicaments and for adjuvants;
- 4.3.3 a medical certificate, issued by the attending doctor abroad, indicating the necessity of a medically prescribed return transportation. The requirement that agreement must be reached with the company's doctor is not affected by this;
- 4.3.4 an official death certificate and a medical certificate stating the cause of death, if claims for transfer or funeral costs are to be met;
- 4.3.5 further proof and receipts that we regard as being necessary for checking our benefit obligations, and request of you in the case of damage, provided their procurement can be reasonably expected of you.

#### **4.4 Obligation to Secure Compensation Claims Against a Third Party**

If you or the insured person have a compensation claim against a third party, this claim passes to us, to the extent that we provide compensation for the damage. Claims thus transferred cannot be enforced to your disadvantage. You must safeguard the compensation claim, or the right to secure this claim, taking account of the form and deadline requirements and cooperating, if necessary, in the

implementation of the claim. If your compensation claim is directed against a person with whom you had lived at the time of occurrence of the damage, transfer of claim cannot be enforced, unless this person caused the damage intentionally. Your claims, or those of the insured person, against attending medical personnel or organizations on the basis of excessive fees passes to us, inasmuch as this is legally permissible, to the extent that we have settled the relevant invoices. If necessary, you or the insured person must provide assistance in enforcing such claims. Moreover, you are obliged, or the insured person is obliged, to make a declaration of assignment in favour of us, if necessary.

#### **4.5 Consequences of Non-Compliance with Obligations**

If you or the insured person violate(s) one of the above-mentioned obligations intentionally, we are released from our obligation to pay benefits.

In cases of gross negligence leading to violation of the obligation, we are entitled to reduce benefits by an amount corresponding to the seriousness of the fault. If you can prove that the violation of the obligation was not due to gross negligence, the insurance cover will continue to apply.