

Terms and Conditions of Travel Insurance

VB-RKS 2014 (T-D)

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

Your Terms and Conditions of Insurance comprise two sections.

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

A: General Section

(valid for all insurance policies specified in Section B)

1. By which date and for which term does the insurance policy need to be concluded?

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

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

2. When does insurance cover start and end?

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

3. When does the premium fall due for payment?

1. The premium falls due for payment immediately upon conclusion of contract.
2. If premiums are collected from an account, this is done immediately after authorisation for direct debit is given. A payment is deemed to have been made in a timely manner if the premium can be collected and you do not object to the proper collection of the payment. If the premium due cannot be collected by us for reasons which are not your fault, payment will still be deemed to have taken place in a timely manner if instigated immediately upon receipt of a written demand for payment from HanseMerkur.
3. **If the premium is not paid in a timely manner and payment is made at a later date, cover does not commence until said later date. HanseMerkur is not required to pay benefits if the premium has not been paid when an insured event occurs.**
4. If payment of the premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. HanseMerkur may not withdraw from the contract if you are able to demonstrate that you are not responsible for the failure to pay.

4. Who is insured?

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

5. To which trips does cover apply?

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

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

6. In which cases does HanseMerkur not pay benefits?

HanseMerkur does not pay benefits if:

1. you maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit;
2. you act with intent in causing the damage.

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

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

8. When does HanseMerkur pay compensation?

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

9. Which law applies?

The present Terms and Conditions of Insurance are further governed by the German Insurance Act and by the Law of the Federal Republic of Germany.

10. What is the limitation period for my claims?

Claims under this insurance contract have a limitation period of 3 years. The period of limitation begins at the end of the year in which the benefit can be requested. If you have reported a

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

11. Which court is responsible?

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

B: Special Section

(dependent upon the selected scope of insurance)

Travel cancellation insurance

1. Which sum must be insured?

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

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

HanseMerkur will pay benefits if you or an insured person are affected by an insured event that makes it unreasonable for you to begin your trip as scheduled.

3. Which events are insured?

1. Unexpected and severe illness, death, injury through accident or pregnancy
2. Breakage of prostheses or loosening of implanted joints
3. Intolerance to a vaccine
4. Notification of a date to donate or receive organs and tissue (living donation) under the German Transplantation Act
5. Significant damage of at least EUR 2,500 to your property as a result of fire, a burst water main, an Act of God or criminal acts committed by a third party (e.g. burglary)
6. An unexpected court summons, provided that the relevant court does not accept your holiday booking as a reason to defer the summons
7. Adoption of a minor to the extent that your required presence to complete the adoption occurs within the travel time
8. Loss of job followed by unemployment as a result of an unexpected redundancy. Loss of orders or insolvency in the case of self-employed persons are not insured.
9. Commencement of a job subject to mandatory social insurance contributions or ending a state of unemployment by entering a work activity with compensation for additional costs (so-called "1-euro job"). The above requires you to be registered as unemployed with the Bundesagentur für Arbeit (Federal Employment Agency) when the trip was booked. The commencement of internships, operational or training measures of any kind and, for school pupils or students, work during or after school or study time are not insured.
10. Short-time work that is necessary due to the economic situation with an expected reduction in income of at least the amount of regular monthly net pay. The above requires the employer to report the short-time work between the conclusion of the insurance and the start of the trip.
11. A change of employer and related change of job if the insured trip falls in the probationary period, for a maximum period of the first 6 months of the new job. The above requires insurance to have been concluded before such a change became known.
12. Resitting failed examinations at a school/university/college, if the resit falls within the insured travel time. The above requires the date for the resit to occur within the travel time or up to 14 days after the end of the trip.
13. Failure of a pupil to complete a school year or to be admitted to an exam, in the case of a school or class trip
14. Missing a public transport connection which has been booked and which is covered by the insurance policy because of a delay in public transport of more than 2 hours, or if a connection is cancelled. Public transport 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

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

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

4. Who are the insured persons?

Insured persons are as follows.

1. Persons who have booked a trip with you. This does not apply if more than 6 persons or, in the case of family tariffs, if more than 2 families book a trip together.
2. Your relatives and the relatives of your spouse or life partner. Such relatives include children, adopted children, step-children, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.
3. Persons looking after non-travelling minors or care-dependent relatives of an insured person
4. Accompanying persons on group trips to the extent that the cover has been separately agreed (e.g. trips with teachers, parents, skippers)

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

1. Reimbursement of cancellation costs

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

2. Reimbursement of additional costs of outward journey

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

3. Reimbursement of rebooking costs

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

4. Reimbursement of single room supplements

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

6. Which additional cover do I have when booking tariffs for cruises?

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

7. Which cover restrictions do I need to consider?

1. Pre-existing conditions

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

2. Psychological reactions

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

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

3. Foreseeability

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

4. War and other incidents

HanseMerkur does not cover if the insured event was caused by:

war, civil war, incidents similar to war, civil unrest, strike, nuclear power, impoundment, withdrawal or other higher authority interventions, or active participation in violent acts during public meetings or demonstrations.

8. When does excess need to be paid?

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

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

1. Immediate cancellation

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

2. Evidence of the amount of damage

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

3. Evidence for insured events

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

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Holiday guarantee (travel curtailment insurance)

1. Which sum must be insured?

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

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

HanseMerkur will pay benefits if you or an insured person are affected by an insured event that makes it unreasonable for you to begin your trip as scheduled.

3. Which events are insured?

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

4. Who are the insured persons?

Insured persons are as follows.

1. Persons who have booked a trip with you. This does not apply if more than 6 persons or, in the case of family tariffs, if more than 2 families book a trip together.
2. Your relatives and the relatives of your spouse or life partner. Such relatives include children, adopted children, step-children, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.
3. Persons looking after non-travelling minors or care-dependent relatives of an insured person.
4. Accompanying persons on group trips to the extent that the cover has been separately agreed (e.g. trips with teachers, parents, skippers)

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

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

1. Additional return journey and accommodation costs

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

If an insured person travelling cannot be transported due to an insured event, or if an event pursuant to Clause 3.9 occurs, HanseMerkur will reimburse you for the additional accommodation costs.

2. Travel services not used

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

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

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

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

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

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

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

6. Which cover restrictions do I need to consider?

1. Pre-existing conditions

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

2. Psychological reactions

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

3. Foreseeability

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

4. War and other incidents

HanseMerkur does not pay benefits if the insured event was caused by one of the following events:

war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions, active participation in violent acts during public meetings or proclamations.

7. When does excess need to be paid?

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

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

1. Evidence of the amount of damage

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

2. Evidence for insured events

You must provide suitable original receipts as evidence for an insured event. Doctor's certificates must contain diagnosis and treatment date. Insofar as HanseMerkur believes it to be necessary, it may have the matter of inability to travel certified by means of assessment by a specialist.

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Travel health insurance

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

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

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

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

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

3. Which treatment methods are covered?

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

4. Which benefits are covered by my travel health insurance

1. Medical treatment costs

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

Conditions of Insurance means the following necessary treatment.

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

2. Information services

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

3. Insurance benefits for premature births

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

4. Care services

- a) Accompanying person in the hospital for children up to the age of 18
If an insured child is treated as an inpatient, HanseMerkur will reimburse the cost of accommodating one accompanying person at the hospital.
- b) Travel supervision for minors
If all accompanying carers do not continue a trip as planned or end a trip due to an insured event, HanseMerkur will organise and pay for supervision of insured minors so as to enable them to continue or end the trip.
- c) Dispatch of medicines
If a medicine prescribed by a doctor is lost on the trip, HanseMerkur will consult with your family doctor to supply and send this medicine to you. You must repay the purchasing costs of the medicine to HanseMerkur within one month of the trip.
- d) Hospital visit
If it is certain that you will have to stay in hospital for more than 5 days, HanseMerkur will on request organise the journey of a family member to the site of the hospital and back to the place of residence. It will also reimburse the cost of the outward and return journey involved. This requires the hospital stay not to have ended by the time that the associated person arrives.
- e) Hotel costs
If a booked stay is disrupted or extended as a result of the hospital stay, HanseMerkur will reimburse the insured person and travelling persons also insured under the terms of the policy for additional overnight costs for up to 10 days. This amount is limited to EUR 2,500.

5. Recovery/transport/transfer/funeral costs

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

6. Subsequent benefits abroad

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

7. Telephone costs for contacting the emergency centre

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

8. Compensation for expenses

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

9. Alternative hospital daily benefits

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

5. Which cover restrictions do I need to consider?

1. Restrictions to benefits

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

2. Exemption from performance

HanseMerkur does not pay benefits for the following.

- a) Treatments which were the sole reason or one of the reasons for embarking upon the trip
- b) Treatments in respect of which it was clear before commencement of the trip that such treatments would have to be performed if the trip took place due to the fact that a medical condition had already been diagnosed by a physician. An exception in this regard is made if the trip took place due to the death of a spouse or a first-degree relative.

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

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

1. Duty to minimise costs

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

2. Immediate contact

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

3. Duty to provide information

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

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

- a) Original receipts containing the name of the person treated, the name of the medical condition and the details of the services provided by the treating physician according to type, location and treatment period. If other cover in place for medical treatment costs is used first, invoice copies with reimbursement notes will constitute sufficient evidence.
- b) Prescriptions together with the physician's invoice and invoices for medicines and aids
- c) An official death certificate and a physician's note stating the cause of death, if payment is to be made for transport or funeral costs
- d) Additional evidence and receipts requested by HanseMerkur to check its payment obligation if it is reasonable for you to provide such

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Emergency insurance

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

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

2. Which benefits are covered by my emergency insurance?

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

- a) Repatriation of patients
If you are treated as an inpatient for 5 or more days, HanseMerkur will on request organise your repatriation from the place where you are undergoing inpatient treatment to the nearest suitable hospital at your place of residence. HanseMerkur will pay additional costs incurred over and above the planned return journey, in an amount of up to EUR 2,500. HanseMerkur will only pay if ability to travel can be demonstrated.
- b) Recovery costs
If you suffer an accident and require search and rescue or recovery services, HanseMerkur will cover costs incurred up to the amount of EUR 5,000.
- c) Costs of repatriation of mortal remains
HanseMerkur will organise and pay for the repatriation of the mortal remains of deceased persons to the permanent place of residence.
- d) Funeral costs
HanseMerkur will pay the costs of a funeral abroad up to the amount that would have been incurred for a repatriation of mortal remains.

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

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

Insured reasons are as follows.

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

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

3. In the event of criminal prosecution

HanseMerkur will grant a loan up to the amount specified below for the following costs listed. Such a loan must be repaid to HanseMerkur by you immediately upon reimbursement by the authority or the court and at the latest within one month of disbursement.

- a) Arrest and threat of arrest
HanseMerkur can assist with obtaining a lawyer and/or interpreter if you are arrested or threatened with arrest. Within this context, HanseMerkur will provide a loan for court, lawyer and interpreter costs up to the equivalent amount of EUR 3,000.
- b) Loan for bail
HanseMerkur will grant a loan of up to EUR 15,000 for bail demanded from you by the authorities.

4. Loss of means of payment and documents

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

loan must be repaid to HanseMerkur as one lump sum within one month of the end of the trip.

- b) Loss of credit cards and EC or Maestro cards
In the event of loss of credit cards and EC or Maestro cards, HanseMerkur will help you to block the cards. Notwithstanding this, it is not liable for proper implementation of the block and for any pecuniary damage occurring despite the blocking of cards.
- c) Loss of travel documents
In the event of loss of travel documents, HanseMerkur will assist with the procurement of replacements.

5. Rebookings/delays

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

6. Travelling by bicycle

- a) Bicycle breakdowns
If a journey cannot be continued due to a breakdown or accident involving a bicycle used on the trip, HanseMerkur will pay repair costs up to the amount of EUR 75 in order to enable you to continue your trip. If on-site repair is not possible, HanseMerkur will alternatively provide reimbursement of additional costs of travel to the starting point or the day's destination, in an amount of up to EUR 75 per insured event. Tyre punctures are not insured.
- b) Bicycle theft cover
If the journey cannot be continued as planned due to the theft of a bicycle used on the trip, HanseMerkur will pay the additional costs for the return journey home, to the starting point or to the day's destination, in an amount of up to EUR 250 per insured event.

7. A guardian angel at home

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

8. A guardian angel for your vehicle

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

9. S.O.S. call

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

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

1. Establishment of contact with our worldwide emergency call service

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

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

4. Which cover restrictions do I need to consider?

HanseMerkur does not pay benefits in circumstances where the insured event is caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active

participation in violent acts during public meetings or proclamations.

Travel accident insurance

1. When is an insured event (accident) deemed to have occurred?

1. Definition of the term "accident"

An accident is deemed to occur if you involuntarily suffer damage to your health because of a sudden external incident (accident).

Your insurance also covers typical health damage caused by diving, e.g. decompression sickness or eardrum injury, without the necessity for an actual accident, i.e. a sudden external incident which has an effect on the body, to occur. Death by drowning or suffocation underwater when diving also counts as an accident.

2. Extended definition of the term "accident"

An accident is also deemed to occur if a joint or the spine is dislocated or if muscles, tendons, ligaments or capsules are pulled or torn due to increased exertion on limbs or the spine. Meniscus and spinal discs are neither muscles, tendons, ligaments nor capsules. They are not therefore covered by this provision.

Increased exertion describes a movement where muscle use exceeds normal, everyday actions. Individual physical condition is material for determining muscle use.

2. Which benefits are covered by my travel accident insurance? Which deadlines and other conditions apply to the individual types of benefits?

1. Invalidity benefit

Invalidity is deemed to exist if your physical or mental ability is permanently impaired as a result of an accident. Impairment is permanent when it is expected to last longer than 3 years and a change in the situation is not to be expected. If you suffer invalidity due to an accident, HanseMerkur will pay the invalidity benefit up to the amount of the agreed insured sum. Unless agreed otherwise, the sum insured is:

EUR 40,000 for adults

EUR 10,000 for children under the age of 18

Invalidity benefits are not covered in tariffs for trips across the surface of the earth (e.g. by car, train or bus).

- The invalidity must occur within 15 months of the accident and be established in writing by a physician.
- You must inform HanseMerkur of your invalidity claims within 6 months of the identification of invalidity. If you miss this deadline, the claim to invalidity benefits is excluded.
- No claim for invalidity benefit exists if you die as a result of the accident within one year of identification of invalidity. In such a case, HanseMerkur will pay a death benefit (Clause 2.2) to the extent that this has been agreed.
- Invalidity benefits are a one-off payment. Calculation of the benefit is based on the agreed sum insured and on the degree of invalidity due to the accident.
- The degree of invalidity is based on the schedule of compensation below to the extent that the body parts or sensory organs affected are listed there and otherwise depends on the extent of the long-term normal physical or mental impairment (Clause 2.1.f). The health condition due to the accident that can be established no later than at the end of the third year after the accident is material.

If the following body parts or sensory organs or their full function are lost, the following invalidity levels named here apply exclusively.

Schedule of compensation

• Arm	70 %
• Arm to above the elbow	65 %
• Arm below the elbow	60 %
• Hand	55 %
• Thumb	20 %
• Index finger	10 %
• Other finger	5 %
• Leg above the centre of the thigh	70 %
• Leg to the centre of the thigh	60 %
• Leg to below the knee	50 %
• Leg to the centre of the lower leg	45 %
• Foot	40 %
• Big toe	5 %
• Other toe	2 %
• Eye	50 %
• Hearing in one ear	30 %
• Sense of smell	10 %
• Sense of taste	5 %

In the case of a partial loss or partial loss of function, the relevant part of the degrees of invalidity stated applies.

- For other body parts or sensory organs, the degree of invalidity depends on the extent to which the normal physical or mental performance as a whole is impacted in the long term. An average person of the same age and gender is used as the benchmark. Measurement is exclusively based on medical aspects.
- Prior invalidity is deemed to exist if the affected body parts or sensory organs were already permanently impaired prior to the accident. This is measured on the basis of Clauses 2.1.e and 2.1.f. The degree of invalidity is reduced by prior invalidity.
- Degree of invalidity if several body parts or sensory organs are affected
An accident may impact on several body parts or sensory organs. In such a case, the degrees of invalidity determined based on the conditions above are totalled together. Notwithstanding this, scores of more than 100% will not be considered.
- If the event that the insured person dies before invalidity can be measured, HanseMerkur will pay an invalidity benefit if death does not occur due to the accident within one year of the accident (Clause 2.1.c) and if the other conditions for benefits in the event of invalidity pursuant to Clause 2.1 are met.
HanseMerkur pays benefits according to the degree of invalidity which would have been expected based on the findings of a physician.
- Changes to the health condition may occur after the degree of invalidity has been measured. You and HanseMerkur are entitled to have the degree of invalidity reassessed annually by a physician. Both you and HanseMerkur have such a right until 3 years after the accident at the latest. If HanseMerkur requests a reassessment, it will notify you of such a request together with an explanation regarding your payment obligation. If you wish to undergo reassessment, you must inform HanseMerkur of this within 3 years of the accident.
If the final assessment results in a higher invalidity benefit than HanseMerkur has originally provided you with, annual interest of 4% will be paid on the additional amount awarded.

2. Death benefit

In the event that death occurs within one year of the accident, HanseMerkur will pay a death benefit in the amount of the agreed sum insured.

Unless agreed otherwise, the sum insured is:

EUR 20,000 for adults

EUR 10,000 for children under the age of 18

In the case of tariffs for trips across the surface of the earth (e.g. trips by car, train or bus), the sum insured is EUR 15,000 adults and EUR 10,000 for children under the age of 18.

3. Costs of cosmetic surgery

The present Clause deals with circumstances in which you have undergone cosmetic surgery to correct impairment of your external appearance due to an accident. To the extent that teeth are affected, only incisors and canine teeth are deemed to form part of the external appearance.

Cosmetic surgery must be performed by a physician after the end of medical treatment. For adults, such surgery must be conducted three years of the accidents, and for minors such surgery must be conducted prior to the person's 21st birthday.

A further prerequisite in this regard is that no third party (e.g. health insurance company, liability insurance provider) is required to reimburse costs nor is in dispute regarding payment obligation. HanseMerkur will reimburse doctor's fees and other surgery costs where such costs have been demonstrated and have not been paid by third parties and will further reimburse necessary costs of accommodation and board at a hospital and costs of dental treatment and prostheses under the same proviso up to the amount of the agreed insurance sum. Unless agreed otherwise, the sum insured is EUR 5,000 for each insured person.

In the case of tariffs for trips across the surface of the earth (e.g. trips by car, train or bus), the costs of cosmetic surgery are not covered.

4. Costs of search and rescue and recovery

The present Clause deals with circumstances in which following an accident you have incurred search, rescue and recovery costs from public or private sector search and rescue service providers costs or have incurred costs for transport of the injured person to a hospital or special clinic on medical instructions.

HanseMerkur will reimburse any costs for which evidence can be provided and where no third party pays costs up to the amount of the insured sum. Unless agreed otherwise, the sum insured is EUR 5,000 for each insured person.

In the case of tariffs for trips across the surface of the earth (e.g. trips by car, train or bus), the costs of search, rescue and recovery are not covered.

3. Which cover restrictions do I need to consider?

1. Illnesses and infirmity

HanseMerkur pays benefits for the consequences of accidents exclusively. These constitute damage to health and the consequences of such damage caused by the accident. HanseMerkur does not pay benefits for illnesses or infirmity.

2. Contributory effect

If illnesses or infirmity have contributed to damage to health and to the consequences of such damage caused by the accident, the benefit will be reduced by the proportional effect of the illness or infirmity if this proportion amounts to at least 25%. If illnesses or infirmity have contributed to damage to health and to the consequences of such damage caused by the accident, any claim to benefits is lost if this proportional effect amounts to more than 50% or is explicitly excluded in Clause 3.3.

3. Excluded accidents

No insurance cover exists for the following accidents.

- a) Accidents caused by disruptions to consciousness, as well as by strokes, epileptic fits or other seizures that affect the entire body. A disruption to consciousness exists if you are impacted in your capacity to understand and respond to the extent that you are no longer able to deal with the challenges of the specific dangerous situation. The cause for the disruption to consciousness can be:
 - an effect on your health
 - taking medication
 - consumption of alcohol
 - drugs or other medication impacting on consciousness.

Exception

An impairment to consciousness or a fit has been caused by an accident pursuant to Clause 1.1 above and is covered by the present contract. In such cases, the above exclusion does not apply.

- b) Accidents suffered by you as a result of acting with intent in committing or attempting to commit a crime
- c) Accidents directly or indirectly caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active participation in violent acts during public meetings or proclamations

Exception

You are surprised to be affected by war or civil war events when travelling abroad. In such cases, this event is not excluded.

Cover lapses at the end of the seventh day after the start of a war or civil war in the area of the state in which the insured person is staying.

- d) Accidents as the driver of an aircraft or aerial sports equipment to the extent that a permit is required under German law, accidents as a crew member on an aircraft or accidents during professional activities to be performed using an aircraft
- e) Accidents due to participation in motor vehicle races. Every driver, assistant driver or passenger of the motor vehicle is deemed to be a participant in such motor vehicle races. Motor vehicle races are competitions and related practice runs where the aim is to achieve top speeds.

4. Excluded damage to health

The following damage to health is also not covered.

- a) Damage to spinal discs and bleeding from inner organs or cerebral haemorrhages unless such damage to health was primarily (i.e. to a degree greater than 50%) caused by an accident pursuant to Clause 1.1. above.
- b) Damage to health due to radiation
- c) Damage to health due to treatment measures or surgery to the body of the insured person insofar as such damage to health was not primarily (i.e. to a degree greater than 50%) caused by an accident pursuant to Clause 1.1. above. Treatment measures or surgery also include diagnostic and therapeutic radiation treatment.

- d) Infections

Exception

You are infected with

- rabies or tetanus,
- or other viruses, which could only have entered your body due to more than minor accidental injuries. Accidental injuries are minor if the infection and its consequences do not require treatment by a physician

- due to curative measures and surgery for which cover is granted as an exception (Section 3.4.c),

In this cases the exclusion does not apply.

- e) Poisoning as a result of the ingesting of solid or liquid substances via the throat (entry through the oesophagus)
- f) Pathological disorders caused by psychological reactions regardless of cause
- g) Stomach and abdominal hernias

Exception

These are caused by a violent external influences covered under the present contract. In such a case, the exclusion does not apply.

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

Deadlines and other conditions for the individual types of benefits are set out in Clause 2. You must observe the following codes of conduct (obligations) after an accident. Without your assistance, HanseMerkur will be unable to provide benefits.

1. Contact a physician immediately after an accident which is likely to result in a benefit, follow the physician's instructions and notify HanseMerkur immediately.
2. If necessary, HanseMerkur will commission physicians to check its payment obligation. You are required to undergo examination by such physicians. The associated costs of the examination, including resulting loss of earnings, will be borne by HanseMerkur.
3. In order to ascertain duty to pay, HanseMerkur may require information from physicians who treated or examined you before and after the accident as well as from other insurers, insurance providers and government authorities. You must enable HanseMerkur to obtain the required information. For this purpose, you may authorise the physicians and said authorities to provide HanseMerkur with the information directly. You may also obtain the information yourself and make this available to HanseMerkur.

The physicians' fees incurred by the insured person in order to justify the claim for benefit are borne by HanseMerkur up to a maximum of 1 ‰ of the insured sum. Up to 1% of the sum insured will be paid for the costs of cosmetic surgery and for search, recovery and rescue.

HanseMerkur does not pay for any other costs.

4. If an accident results in the death of the insured person, HanseMerkur must be notified of such a circumstance within 48 hours. To the extent required to ascertain its

payment obligation, HanseMerkur must be granted the right to arrange for a post-mortem to be carried out by a physician it has commissioned.

5. **Consequences in the case of non-compliance with obligations**

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Travel liability insurance

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

You are covered for the consequences of liability risks on your trip.

1. A liability risk applies if, in your capacity as a private individual, you are required to pay compensation to others based on the risks of everyday life under the statutory liability provisions of private law valid at the place where damage occurs.
2. The insurance covers events caused by you, which directly result in the death, injury or damage to health of people (personal injury) or in damage to or destruction of property (material damage).
3. Several events are treated as one insured event if they are due to the same cause.

2. Which benefits are covered by my travel liability insurance?

1. Verification of the claims asserted against you

HanseMerkur will check whether an insured event exists and whether you are required to pay compensation based on the legal provisions.

- a) If such a check shows that the claims against you are unjustified, HanseMerkur will arrange for the necessary defence. This includes discussions with the persons making the claims and their lawyers, as well as a judicial clarification, if required.
- b) If it has been determined that you must pay compensation, and an insured event exists, HanseMerkur will pay the justified claims up to the amount of the agreed sum insured. Unless agreed otherwise, the sum insured is EUR 1,500,000. A justified claim arises on the basis of an acknowledgement issued or approved by HanseMerkur, a settlement concluded or approved by HanseMerkur or a judgement in court.
- c) If a legal dispute results in the insured event, HanseMerkur will conduct such a dispute on your behalf and pay for the costs. These costs are not set off against the sum insured. If the justified compensation claims exceed the sum insured, HanseMerkur will only pay costs in the proportion of the sum insured to the total claims. In such cases, HanseMerkur is entitled to gain exemption from the duty to pay further benefits by paying the insured sum and its portion of the costs thus far incurred corresponding to the insured sum.
- d) If you are required to stand surety for an annuity due as a result of an insured event by law or you are permitted to avoid enforcement of a judgement by standing surety or depositing a security, HanseMerkur will undertake to stand surety or deposit the security on your behalf.

2. Extension to damage to rental objects

The exclusion pursuant to Clause 3.2 below does not apply to damage to rental objects. Damage to rental objects applies if you cause damage to rented accommodation. Cover also applies to rooms permitted for use by you within the context of the accommodation (e.g. dining rooms or shared bathrooms). The insured sum for damage to rental objects is EUR 25,000. Excess of 20%, a minimum of EUR 50, will be deducted from the amount of the claim. Damage to mobile fittings, heating, machinery, boilers and water heating systems, damage to devices run on electricity or gas and damage caused by wear and tear and excessive use is not covered.

3. Which cover restrictions do I need to consider?

1. Non-insured liability risks

The following liability risks are not covered.

- a) Liability risks from the use of a motor vehicle, aircraft or watercraft. It is immaterial in this regard whether you are the proprietor, owner, holder, or driver of the vehicle.
- b) Liability claims asserted against you in your capacity as an owner, holder or keeper of animals and when hunting

- c) Liability risks when exercising a profession, service or office (including a voluntary office) or an activity for an association of any kind;
- d) Liability risks arising from the rental, hire or other handover of items to third parties for use

2. Non-insured liability claims

HanseMerkur does not pay for the following liability claims.

- a) Claims relating to salary, retirement pension, wages and other specified emoluments, board, medical treatment in the event of inability to work, welfare claims and claims under riot damage laws
- b) Claims resulting from your participation in horse, bike or vehicle races, boxing and wrestling or combat sports of any kind, including preparation (training)
- c) Claims relating to third-party property that you rent, lease, hire or obtain through prohibited self-granted authority or that is the subject of a special custody agreement
- d) Claims caused by environmental impacts on the earth, air or water (including bodies of water) and further resulting damage
- e) Claims from loss events of relatives that live in your home. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children in-law, step-parents and children, grandparents and grandchildren, siblings, foster parents and children as well as persons bound together by a relationship similar to that of parents and children in a long-term, family-like manner.
- f) Claims between several persons who have jointly booked a trip and embark upon such a trip together
- g) Claims relating to injury caused to others through transmission of a disease
- h) Claims resulting from the use of weapons of any kind
- i) Claims from all arising pecuniary losses
- j) Claims resulting from the loss of property, including items such as keys, cash, securities and valuables
- k) Claims caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active participation in violent acts during public meetings or proclamations

3. Limitation of benefits

- a) In every insured event, compensation is limited to the insured amounts specified pursuant to Clauses 2.1 - 2.2. above. This also applies when the insurance cover extends to more than one person with an obligation to pay compensation in the same insurance contract.
- b) The compensation for all insured events within the insured period is limited to twice the agreed insured sums. Several events are treated as one insured event if they are due to the same cause.
- c) In circumstances where you are required to make annuity payments to an injured party and the capital value of the annuity exceeds the insured sum or the remainder of the insured sum left after deduction of any benefits from the same insured event, the annuity to be paid will only be reimbursed by HanseMerkur in a ratio of the insured sum or its residual amount to the capital value of the annuity.

The annuity value will be calculated on the basis of the relevant provisions of the German Ordinance on Vehicle Liability Insurance Cover as amended at the time of the insured event. If the capital value of the annuity exceeds the insured sum or the residual insured sum remaining after deduction of any benefits, other benefits will be offset in full against the insured sum when calculating the amount that the policyholder is required to contribute to ongoing annuity payments.

- d) In the event that handling of a liability claim requested by HanseMerkur by means of acknowledgement, payment or settlement fails as a result of your conduct, HanseMerkur will not be required pay for additional expenses in the form of compensation, interest and costs arising from the point of refusal onwards.
- e) If you make an admission without the approval of HanseMerkur, this is only binding to the extent that the claim would also have applied without the admission. The same applies to settlements which you agree without the approval of HanseMerkur.

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

1. Immediate notification of damage

If a claim for compensation for damages is asserted against you, please notify HanseMerkur of such a circumstance immediately.

2. Immediate notification in the event of a legal dispute

If a criminal investigation is launched or a penalty order or default summons is issued, you must notify HanseMerkur of such a circumstance immediately. This also applies if you have already reported the insured event. If a claim is asserted against you in court or by means of a default summons, if legal aid is applied for or if a dispute is declared against you in court, you must also notify HanseMerkur of such a circumstance immediately. The same applies in the event of arrest, an injunction or proceedings for the preservation of evidence.

3. Handover of conduct of proceedings

If proceedings arise regarding a liability claim, you are required to hand over control of such proceedings to HanseMerkur, assign power of attorney to the lawyer commissioned or designated by HanseMerkur and provide all statements deemed to be necessary by said lawyer or by HanseMerkur. You are required to act in a timely manner and without waiting for instructions from HanseMerkur in filing an objection or taking the necessary legal remedies against default summons or demands for compensation from administrative authorities.

4. Handover of exercise of rights in annuity events

If, as the result of changed circumstances, you gain the right to require the cancellation or reduction of an annuity to be paid, you undertake to allow HanseMerkur to exercise such a right on your behalf.

5. Power of attorney

HanseMerkur is authorised to submit all declarations that seem necessary to settle or defend a claim on your behalf.

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Luggage insurance

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

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

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

2. Which items are insured under my luggage insurance?

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

Valuable items include furs, jewellery, items made of precious metals, photographic and film equipment, IT

equipment and electronic communication and entertainment equipment together with respective accessories.

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

3. Which benefits are covered by my luggage insurance?

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

1. Destroyed or lost property at their insured value at the time when the loss occurs. The insured value is the amount that is generally required to procure new items of the same type and quality at the permanent residence of the insured person, minus an amount corresponding to the condition of the insured items (age, wear, use etc.) (current value).
2. The necessary repair costs and any remaining value reduction, up to the amount of the insured value, for damaged and repairable items
3. The material value of films, image, sound and data storage media
4. The official fees for the procurement of new personal ID cards, passports, vehicle papers and other identification papers

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

4. Which compensation limits apply?

HanseMerkur will provide the following reimbursement for each insured event.

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

5. Which cover restrictions do I need to consider?

1. The following are not covered.

- a) Losses resulting from items being lost or left behind
- b) Damage caused by the natural or defective quality of the insured items, degradation or wear and tear
- c) Cash, cheques, cheque cards, credit cards, telephone cards, securities, tickets, certificates and documents of any kind, items with a very high artistic or sentimental value, dental gold, prostheses of any kind, firearms of any kind, including accessories, as well as land, air and water craft, hang-gliders, paragliding equipment, parachutes, including accessories
- d) Damage where the insured event was predictable at the point of booking the trip or upon conclusion of the insurance contract
- e) Damage caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active participation in violent acts during public meetings or proclamations

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

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

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

- a) Damage to luggage in motor vehicles, trailers and watercraft is covered. This requires luggage not to be visible and to be enclosed in a locked internal compartment or luggage compartment (in the event of water sports vehicles in a cabin or luggage hold) or in a luggage box firmly attached to the vehicle.

- b) Cover for damage to luggage during camping only exists at official camp sites (set up by government authorities, associations or private companies).
- c) If property is left unattended, cover only exists during the day between 6am and 10pm and if the vehicle, trailer or tent is closed. Cover in an unattended vehicle exists between 10pm and 6pm only if a journey is interrupted for no more than 2 hours. A vehicle is deemed to be attended if you or a trusted person constantly remains with the property to be secured.

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

1. Securing of compensation claims against third parties

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

2. Notification of the police

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

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.

Travel vehicle recovery insurance

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

1. Breakdown or accident

An insured event occurs if your vehicle is not roadworthy after a breakdown or accident at a distance of more than 50 kilometres from your place of residence.

2. Theft

An insured event occurs if your vehicle is stolen during your trip.

2. Which benefits are covered by my travel vehicle recovery insurance?

1. Assistance at the location

If you are unable to continue a trip due to a breakdown or road accident involving your motor vehicle, HanseMerkur will use its worldwide emergency service to restore the roadworthiness of the vehicle at the site of the incident by organising breakdown recovery or by arranging for the vehicle to be towed to the nearest garage and will pay costs of up to EUR 300.

2. Dispatch of spare parts

In the event that the required replacement parts for a broken down vehicle cannot be sourced at the location, HanseMerkur will use its worldwide emergency service to organise delivery of such parts in the fastest possible way. Costs of dispatch will be borne by HanseMerkur.

3. Vehicle transportation after vehicle breakdown

If the vehicle is unable to be made roadworthy as a result of a breakdown or accident at the location or its surroundings within 3 working days and if the vehicle is not a technical or economic write-off, HanseMerkur will use its worldwide emergency service to organise transport to a suitable garage or return transport to your place of residence. Costs of transport or return transport of the vehicle will be borne by HanseMerkur.

4. Scrapping of the vehicle

If a vehicle needs to be scrapped after an accident, HanseMerkur will use its worldwide emergency service to organise such a disposal bear the relevant costs.

5. Customs clearance of vehicles

The worldwide emergency call service of HanseMerkur will assist you with any handling of customs procedures should the vehicle need to be declared to customs authorities abroad in the event of a write-off after an accident or theft. HanseMerkur will also reimburse the fees for the procedure (but not the customs duty or tax).

6. Reimbursement of additional travel costs

If you are unable to continue your trip with the motor vehicle you are using due to breakdown, accident or theft, HanseMerkur will pay costs of up to EUR 2,500 for the following.

- Overnight accommodation at the place of damage for all authorised passengers of the motor vehicle at a medium-class hotel for up to 3 days, or
- Continuation of the journey to the destination or
- The return journey to your place of residence, and
- Recovery of the motor vehicle once repaired.

3. Which cover restrictions do I need to consider?

1. Vehicle age

HanseMerkur does not provide cover for vehicles older than 10 years on the date of accident/breakdown, calculated from the date of registration.

2. Non-insured costs

HanseMerkur will not reimburse repair costs or customs duty and taxes in the event of customs clearance.

3. Missing driver's license

Cover is not provided if the authorised driver is not in possession of a valid driving licence.

4. The following damages are not covered.

- a) Damage which was predictable at the point of booking the trip or upon conclusion of the insurance contract
- b) Damage caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, confiscation, impoundment or other higher authority interventions or active participation in violent acts during public meetings or proclamations

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

1. Establishing contact with our worldwide emergency call service

The provision of benefit under our accident and breakdown cover for your trip by car requires you or a person appointed by you to contact the worldwide emergency service of HanseMerkur by telephone or otherwise upon occurrence of the insured event. Such contact must be made immediately.

2. Notification of the police

Damage caused by criminal acts committed by third parties must be reported immediately to the police station responsible for the place where the damage was incurred. Please provide HanseMerkur with the complete police log.

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

The legal consequences of breaching one of the above obligations are set out in Clause 7.4 of the General Section.