

Insurance terms for travel insurance - Young Travel
VB-RS 2013 (YT-Out)

Your insurance terms comprise three sections.

Section I. contains an overview of the types of benefit and the benefit levels assigned to these in accordance with the tariff.

In section II. you will find, in particular, information on insured persons, conclusion periods and payment of premiums, as well as general notes to take into account in the event of damage.

The exact wording of the types of benefit and the insured events can be found in section III.

Section I. Overview of benefits

The following insurances only apply to the extent that they are included in the scope of insurance that you have selected. The exact wording of the insured benefits and incidents can be found under the cited items in section III. Description of benefits.

NFV. Emergency insurance

Scope			
The coverage applies worldwide.			
Insured benefits		Compact	Comfort
1.1 In the event of illness/accident and death			
1.1.1	Declaration of assumption of costs (loans) vis-à-vis hospitals	EUR 10,000	EUR 15,000
1.1.2	Patient transport	EUR 1,000	EUR 2,500
1.1.3	Repatriation of luggage	-	100%
1.1.4	Travel costs home	-	EUR 1,000
1.2 In the case of curtailment of the trip or a delayed return journey (loan for additional costs)			
1.2.1	Illness, accident or death	100%	100%
1.2.2	Kidnapping	EUR 10,000	EUR 15,000
1.3 Travel call		100%	100%
1.4 In the event of criminal prosecution			
1.4.1	Assistance in the event of arrest and threat of arrest (loan)	EUR 1,000	EUR 2,500
1.4.2	Loan for bail	EUR 10,000	EUR 15,000
1.5 Loss of means of payment and documents			
1.5.1	Loss of means of paying for the trip	EUR 1,000	EUR 2,500
1.5.2	Help in the case of a loss of credit cards and EC or Maestro cards	100%	100%
1.5.3	Loss of travel documents	100%	100%
1.6 Help in the case of changes to the booking/delays		100%	100%
Deductible			
No deductible			

HAFT. Travel liability insurance

Scope			
The coverage applies worldwide.			
Insured benefits			
1.1	Inspection of the liability query and settlement of justified claims		
1.2	Surety benefit for annuities due		
1.3	Costs of a legal dispute		
Insured incidents		Compact	Comfort
Damage caused by you			
2.1	Liability risks of daily life	EUR 1.0 million	EUR 2.5 million
2.2	Liability claims for damage to rental objects per insured event	EUR 10,000	EUR 25,000
2.3	Damages in the host family's household	EUR 2,500	EUR 2,500
2.4	Loss of keys	-	EUR 250
Deductible			
In the case of item 2.2, a deductible of 20%, a minimum of 50.00 EUR, is deducted from the amount of the claim. In the case of item 2.3, a deductible of 10%, a minimum of 150.00 EUR, is deducted from the amount of the claim.			

UV. Travel accident insurance

Scope			
The coverage applies worldwide.			
Insured sums		Compact	Comfort
1.1	In the event of invalidity	EUR 20,000	EUR 40,000
1.2	Progression at more than 25% invalidity	350%	350%
1.3	In the event of death ¹⁾	EUR 10,000	EUR 20,000
1.4	For recovery costs	-	EUR 5,000
1.5	For cosmetic operation costs	-	EUR 5,000
¹⁾ For children up to the age of 18.		EUR 5,000	EUR 10,000
Insured incidents			
2.1	Damage to health through an accident		
2.2	Pulled muscles and torn ligaments		
2.3	Drowning or suffocation		

RGV. Luggage insurance (only for Comfort rate)	
Scope	
The coverage applies worldwide. Travel by vehicle and by foot and stays within the insured person's place of permanent residence do not count as travel. If, in the case of travel by vehicle, the luggage is not immediately unloaded upon arrival at the permanent residence, the coverage ends as soon as the insured person arrives.	
Insured incidents	
2.1	Damage to luggage handed over for safekeeping
2.2	If delivery period is exceeded
2.3	Punishable third-party actions
2.4	Damage in the event of traffic accidents
2.5	Damage due to fire, explosion or Acts of God
Insured sums	
For each insured event, we pay a maximum up to an insured amount of	
	EUR 2,000.
Compensation limits	
For the items specified below, compensation is limited to the following sums:	
Furs, jewellery, items made of precious metals, photography and filming equipment	EUR 1,000.
IT equipment as well as electronic communication and entertainment equipment with accessories	EUR 250.
Golf and diving equipment, bicycles, each with accessories	EUR 500.
Wave boards, wind surfing equipment, each with accessories	EUR 500.
Musical instruments with accessories (to the extent that they are carried for private reasons)	EUR 250.
Glasses, contact lenses, hearing aids	EUR 250.
Replacement purchases if the delivery deadlines are exceeded	EUR 500.
We provide compensation for the material value of films and image, sound and data carriers.	
We provide compensation for the administrative fees for personal IDs, passports, vehicle papers and other IDs.	
Insured items	
Luggage Luggage shall include personal travel necessities that you take with you on a trip, as well as gifts and souvenirs that you acquire during your trip. Items that are normally only carried for professional purposes or are purchased during the trip are <u>not</u> insured.	
Sports equipment each with accessories (but <u>not</u> motors), is only insured as long as it is not being used within the scope of intended use.	
Valuable items within the meaning of this provision are furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment and electronic communication and entertainment equipment, each with accessories.	
Non-insured items	
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, with accessories, are not insured.	
Deductible	
No deductible	

Section II. General provisions

1. Insurable persons and eligibility for insurance

- 1.1 Insured persons are those named in the insurance certificate and for whom the agreed premium was paid.
- 1.2 Persons are insurable at the time of submitting the application if they are: au-pairs, students, language students, university students, scholarship students or doctoral students, participants in work & travel programs or other persons until their 35th year, if evidence can be provided that they are abroad in order to take part in such training measures and if they have their permanent residence in the Federal Republic of Germany when submitting the application.
- 1.3 For persons that do not meet the eligibility criteria for insurance set out in these terms, the insurance contract is not concluded even if the premium is paid. If the premium is paid for a person not eligible for insurance, the amount shall be available to the payer.

2. Conclusion, term and end of the insurance contract and coverage

2.1 Conclusion

- 2.1.1 The application to the insurance contract must be submitted prior to the commencement and for the entire duration of the journey. An insurance contract can no longer be concluded after the trip abroad has commenced.
- 2.1.2 The contract becomes effective through the appropriate application being received, correctly completed, by the us and us sending you a confirmation of insurance. The application is deemed correctly completed if all required information is stated clearly and completely.

- 2.1.3 If these terms are not observed, the insurance contract is not concluded even if the premium is paid. In such a case, the payer is entitled to the paid premium.

2.2 Inception

The coverage begins on the date cited (contract inception), but not before the insurance contract has become effective and not before the start of the trip. The trip is deemed to commence with full or partial use of the first travel service.

2.3 Term

- 2.3.1 The maximum insurance term is five years.
- 2.3.2 In the event of extension of the stay within the maximum insurance term, the originally agreed contract term can only be extended with a follow-on contract if the application for a follow-on contract is submitted to us before the end of the original insurance contract and we expressly approve the follow-on contract. In the event of contract renewals, coverage only exists for insured events, illnesses, complaints and their consequences arising or occurring after application for renewal (date and time of the post mark/online application).

2.4 End

- The insurance contract and coverage ends, including for not yet concluded insured events,
- 2.4.1 after the agreed term, but at the latest upon the end of the insured trip. Coverage is extended past the agreed date if the planned end date of the trip is postponed for reasons that are not the insured person's responsibility.
 - 2.4.2 upon death;
 - 2.4.3 upon termination of the insured person's temporary stay abroad.

- 2.4.4 if the conditions for a temporary stay abroad are no longer met, because the insured person has decided to stay abroad permanently or because the insured person returns to their home country permanently.
- 2.4.5 if the insured person no longer meets the eligibility criteria.

3. Scope of the coverage

Coverage applies to the agreed local scope.

4. Important information regarding payment of premiums

4.1 Payment of the first premium

- 4.1.1 The first premium becomes due on contract inception.
- 4.1.2 If the first premium is not paid in time, we may withdraw from the contract for the duration of the premium not being paid. Said withdrawal is excluded if the policyholder is not responsible for the non-payment.
- 4.1.3 If the first premium is not paid when an insured event occurs, we are not obligated to pay the benefit unless the policyholder is not responsible for the non-payment.

4.2 Payment of subsequent premiums

- 4.2.1 If the subsequent premium is not paid in time, we shall send the policyholder a payment request and set a payment period of two months.
- 4.2.2 If the policyholder is still in default on the payment by the end of this payment period, we may terminate the contract if the policyholder has been informed of this in the payment request.
- 4.2.3 If we have provided notification of termination and the policyholder pays the requested amount within a month of receipt of said notification, the contract shall continue to apply. However, no coverage shall apply for insured events occurring between the end of the payment period and receipt of the payment.

4.3 Amount of premiums

The premiums for insured persons can be found in the overview of premiums.

4.4 Collection of premiums

If premiums are collected from an account, this is done immediately after the mandate is granted. The payment is regarded as being on time if the premium can be drawn on the transfer date and you do not object to the justified drawing of the payment.

If the due premium could not be drawn by us through no fault of your own, the payment shall still be regarded as on time if it takes place immediately upon receipt of our written payment request.

5. Cases where coverage is limited or excluded

5.1 Malice and intent

We do not pay compensation if you or an insured person attempts to wilfully deceive us regarding circumstances, which affect the reason or amount of the benefit. We are also not obligated to pay the benefit if you or one of the insured persons deliberately caused the insured event; if the deception or intent is established by a legally valid criminal judgement, it shall be considered proven.

5.2 Gross negligence

If you or an insured person causes the insured event through gross negligence, we are entitled to reduce the payment according to the severity of the fault. This limitation does not apply for insured events caused through gross negligence under the accident and liability insurance, for which coverage also exists in this event.

5.3 War, civil unrest and other incidents

Unless otherwise agreed in section II., coverage is not granted for damage caused by war, civil war, incidents similar to war, civil unrest, strike, nuclear power, impoundment, withdrawal or other higher authority interventions as well as by elementary events. In addition, no coverage exists for incidents caused by acts of violence at a public gathering or rally to the extent that you or the insured person are actively participating therein.

5.4 Predictability

We do not pay compensation if the insured event was predictable at the point of booking the trip or upon conclusion of the insurance contract.

NB: In addition, please also observe restrictions for the individual insurances set out in section III. of these Terms & Conditions.

6. Your obligations after an insured event (obligations)?

We cannot provide our service without the cooperation of you and the insured person. For this reason, please observe the following items to avoid jeopardising the coverage.

6.1 Obligation to reduce damage

Please keep the damage to a minimum and avoid everything that might result in an unnecessary cost increase. If you are unsure, please do not hesitate to get in touch with us.

6.2 Obligation to provide information

You or the insured person must provide all information regarding the insured event truthfully and in full. Any evidence and relevant information additionally requested by us must be provided in the same way.

6.3 Obligation to secure compensation claims against third parties

If you or the insured person is entitled to a compensation claim against a third party, this entitlement is passed on to us to the extent that we compensate you for the damage. The transferred entitlement cannot be asserted to your disadvantage. You shall observe the compensation entitlement or a right whose purpose is to secure this entitlement taking account of the applicable formal requirements and deadlines and, if required, assist in its enforcement. If your compensation entitlement is against a person, with whom you lived in a common household when the damage occurred, the transferred entitlement cannot be asserted, except if this person has wilfully caused the damage.

6.4 Further obligations

NB: In addition, please observe the "Important information" in the case of an insured event, which is attached to your contract documents, as well as the relevant specific insurance obligations set out in section III. of these terms.

6.5 Consequences if obligations are not observed

If you or the insured person wilfully violates one of the obligations above, we are no longer obliged to make a payment.

In the case of a grossly negligent violation of the obligation, we are entitled to reduce the payment according to the severity of the fault. If you provide evidence that the obligation was not violated in gross negligence, the coverage continues.

7. Important information regarding payment of compensation

7.1 Conversion of costs in foreign currency

Costs incurred in foreign currency are converted into the currency currently applicable in the Federal Republic of Germany at the rate applicable on the day on which the evidence is received by the insurance company. The daily rate for traded currencies is the official exchange rate of Frankfurt/Main; for non-traded currencies the rate is set in accordance with the "currencies of the world" publications of the Deutsche Bundesbank, Frankfurt/Main in the latest version, unless it can be proven that the currency required to pay the invoices was obtained at a less favourable rate.

Additional costs incurred for making transfers abroad or using certain forms of transfer requested by the insured person may be deducted from the benefits.

7.2 Due date of our payment

As soon as we have received evidence of the insurance and premium payment, and have determined our payment obligation and the amount of the compensation, we pay within two weeks at the latest.

If we have determined our payment obligation, but cannot determine the amount of the compensation within one month of receiving the claim notification, you can request a suitable advance payment of the compensation.

If official inquiries or criminal law proceedings are initiated against you or an insured person, we can postpone settlement of the claim until these proceedings have been completed.

7.3 Compensation from other insurance contracts

If, in the case of an insured event, unless it is a benefit in the event of invalidity or death or a benefit for the costs of cosmetic operations under travel accident insurance, a compensation from a different insurance contract can be claimed, the other contract takes precedence. If the insured event is reported to us first, we make an advance payment.

8. Applicable law and limitation periods on claims under the contract; persons affected by the provisions

In addition to these provisions, the Insurance Policy Act (VVG) as well as German law in general applies, to the extent that this is not in contradiction to international law. Claims under this insurance contract have a limitation period of three years. Limitation starts with the end of the year in which the benefit can be requested. If you or the insured person reported a claim, limitation is postponed until you or the insured person receives our decision in writing.

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

9. Offsetting

Offsetting against our claims is only possible to the extent that the counter-claim is undisputed or legally established.

10. Important information regarding notifications made to us

All notifications and explanations addressed to us must be in writing (letter, fax, email, electronic data carried etc.) and must be addressed to our head office or to the address shown on the insurance certificate. The contract language is German.

Section III. Description of benefits

NFV. Emergency insurance

1. Benefits covered by your emergency insurance

In the case of an insured event (see item 2), you will receive the following benefits up to the amount specified in section I.

1.1 Benefits in the event of illness/accident and death

1.1.1 Declaration of assumption of costs

To the extent that no payment obligation exists under private insurance or statutory health insurance, we provide the hospital with a cost assumption guarantee via our emergency call service. The cost assumption guarantee takes the form of a loan up to the agreed amount for the insured person. A prerequisite for this is the presentation of a copy of the personal ID card or passport of the insured person to our emergency call service. The amounts disbursed by us are to be repaid by the policyholder or insured person within a month of invoicing.

1.1.2 Transport of sick persons

In the case of an insured event inside the Federal Republic of Germany, which results in the necessity of in-patient treatment of at least five days, we organise - at the request of the insured person and with proof of ability to travel - the transport of the sick person by medically suitable means of transport from the site of in-patient care on the trip to the residence of the insured person or the nearest suitable hospital to the residence. We pay the additional costs incurred over and above the planned return journey, in an amount of up to that mentioned in section I.

1.1.3 We organise and pay for the additional transport of luggage to the extent that all co-insured adults were transported back or are deceased.

1.1.4 Travel costs home

We assume the cost per year according to section I. of an interim return journey of the insured person to their home country with a simple form of transport, e.g. 2nd class train ticket or cheap plane ticket in the tourist class, in the event of serious illness, life-threatening consequences of an accident or death in a relative, to the extent that the serious illness or accident in the relative only occurred or was medically established after arrival of the insured person in the host country, and the original ticket cannot be used or the booking changed.

The policy period is a period of twelve months from contract inception. spouses or life partners, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and siblings in-law.

In the event of travel home in an emergency, we shall also pay for the return journey of the insured person to the host country with a simple form of transport, e.g. 2nd class train ticket or cheap plane ticket in tourist class, if there are more than 30 days remaining in the host country until the originally planned return journey or if the insured person has to return to the host country to sit examinations required for their continued schooling. We will assume the cost of a final journey home if the return ticket was used or changed for the emergency return journey.

1.2 Benefits in the event of termination of the trip or delayed return

We organise the return journey and grant a loan for additional costs incurred in comparison with the costs of the originally planned return journey if the booked trip cannot be ended as planned by the insured person for the following reasons. A prerequisite for the granting of the loan is the presentation of a copy of the personal ID card or passport of the insured person to our emergency call service. The loan must be repaid to us as one sum within a month of the end of the trip.

1.2.1 Termination of the trip/return journey due to illness, accident or death

Coverage applies according to item 1.2 due to unexpected severe illness, a severe accident or the death of the insured person or the insured person's travel companion.

1.2.2 Termination of the trip/return journey due to abduction

If the insured person or the insured person's travel companion is abducted, we grant a loan per insured person up to the amount mentioned in section I. for the benefits according to item 1.2.

1.3 Travel call

If the insured person cannot be reached during the trip, we will strive to carry out a travel call (e.g. via the radio) and assume the costs thereof.

1.4 Criminal proceedings

We grant a loan up to the amount mentioned in section I. for the costs listed below. The loan must be repaid to us by you or the insured person immediately upon reimbursement by the authority or the court, but at the latest within three months of disbursement.

1.4.1 Assistance in the event of arrest and threat of arrest

If the insured person is arrested or threatened with arrest, we can assist with obtaining a lawyer and/or interpreter. We provide a loan for court, lawyer and interpreter costs in this context up to the agreed amount.

1.4.2 Loan for bail

We provide a loan for any bail demanded by the authorities up to the agreed amount.

1.5 Loss of means of payment and documents

1.5.1 Loss of means of paying for the trip

If the insured person enters into a state of financial emergency due to the loss of their means of payment through theft, robbery or other loss, we establish contact with their own bank via our emergency call service. If necessary, we help in transferring an amount made available by the bank to the insured person. If it is not possible to contact the bank within 24 hours, we provide the insured person with a loan of up to the amount mentioned in section I. via our emergency call service, against provision of a personal ID card or passport. This loan is to be repaid to us as one sum within a month of the end of the trip.

1.5.2 Loss of credit cards and EC or Maestro cards

In the event of loss of credit cards and EC or Maestro cards, we help the insured person to block the cards. However, we are not liable for orderly implementation of the block and any pecuniary damage occurring despite blocking the card.

1.5.3 Loss of travel documents

In the event of loss of travel documents, we help procure replacements.

1.6 Booking changes/delays

If the insured person gets into difficulty because they miss a booked transport service or because the booked transport is late or is cancelled, we help change the booking. The costs of changing the booking and increased travel costs are borne by the insured person. Upon request by the insured person, we inform third parties of changes to the planned travel itinerary.

2. Cases where an insured event occurs

An insured event occurs if you suffer an emergency insured according to item 1 during your trip. Through our worldwide emergency call service, we help in the event in the emergencies cited under item 1 that may befall the insured person during the trip.

3. Your obligations in the case of an insured event

Additions to section II. Clause 6.

3.1 Establishing contact with our worldwide emergency call service

The condition for complete provision of our emergency insurance is that the insured person or a person appointed by them contacts our worldwide emergency service by telephone or otherwise upon occurrence of the insured event. 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 our website www.hansemerkur.de under "Reise-Notruf-Service".

3.2 Consequences if obligations are not observed

The legal consequences of violating one of these obligations are cited in Section II., Clause 6.5.

HAFT. Travel liability insurance

1. Benefits covered by your travel liability insurance

In the case of an insured event (see item 2.; for restrictions see item 3.), you will receive the following benefits up to the amount of the insured sum specified in section I.

1.1 Inspection of the liability query and settlement of justified claims

Our benefits include inspection of the liability query and the resulting defence against unjustified claims, or in the case of a justified claim, repayment of the compensation to be paid by you. A justified claim arises on the basis of an acknowledgement issued or approved by us, an arrangement concluded or approved by us or a judgement. If the handling of a liability claim requested by us by means of acknowledgement, settlement or arrangement fails as a result of your conduct, we are not obligated to pay for additional expenses in the form of compensation, interest and costs arising as of the point of refusal.

If we request or approve the provision of a defence lawyer for you during criminal proceedings associated with a loss event which may lead to a liability claim falling under the coverage, we bear the lawyer's fees according to the fee schedule or specific higher defence costs agreed with us in advance.

1.2 Surety benefit for annuities due

If you must 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, we undertake to stand surety or deposit the security on your behalf.

1.3 Costs of a legal dispute

If, in the case of an insured event, a legal dispute arises regarding the claim between you and the injured party or their legal successor, we manage the legal dispute on your behalf. The incurred costs are assumed by us and not offset as benefits against the insured sum. If the liability claims exceed the insured sum, the costs of proceedings will only be borne in the ratio of the insured sum to the total amount of the claims, including in the case of several sets of proceedings arising from one loss event. In such cases, we are entitled to release ourselves from further benefits by paying the insured sum and our portion of the costs incurred so far corresponding to the insured sum.

2. Cases where an insured event occurs

On your trip, you have coverage for the event that because of one of the loss events specified below resulting in the death, injury or health impairment of a person or persons (damage to persons) or the damage or destruction of a physical item or items (damage to property), a claim for damages is asserted against you by a third party on the basis of statutory liability provisions under private law.

2.1 Liability risks of daily life

Your insurance covers your statutory liability as a private individual as regards liability risks of daily life arising while on a trip, in particular

- 2.1.1 as the head of the family and household (e.g. from the responsibility for supervising minors);
- 2.1.2 as a cyclist;
- 2.1.3 when doing sport (excluding the types of sport specified in item 3.2.3);
- 2.1.4 as a rider or driver when using third-party horses and carts for private purposes (liability claims by the keepers or

owners of animals against the insured person and/or the policyholder are not covered);

- 2.1.5 through the possession and use of model aircraft, unmanned balloons and kites that are not driven by either a motor or propellant, the in-air weight of which does not exceed 5kg and for which no obligation to obtain insurance exists;
- 2.1.6 through the possession and use of your own or third-party rowing or paddle boats as well as third-party sailing boats that are not driven by either a motor (even an outboard motor) or propellant and for which no obligation to obtain insurance exists;
- 2.1.7 from the ownership, possession, holding or use of your own or third-party surfboards for sports purposes; however, the statutory liability of the insured person for rental, hire or other handover to third parties for use is **excluded**;
- 2.1.8 from activity as an au-pair. To the extent that the insured person works an au-pair on the basis of a written contract, the private liability insurance shall also cover said person's professional liability, contrary to item 3.1.3. In this respect, the only liability claims that are considered insured are those arising due to activities that the insured person is allowed to carry out on the basis of their level of education. However, this coverage only comes into effect if claims are asserted against the insured person themselves and no other insurance coverage or sufficient insurance coverage exists for the insured person, e.g. as part of private liability insurance held by the host family.

2.2 Liability claims for damage to rental objects

Contrary to item 3.2.4, damage to rental objects is also covered by the scope of the coverage. Within this framework, the insurance covers liability risks of daily life as the user of rooms in buildings (e.g. hotel and guest house rooms, holiday apartments, bungalows, or, in the case of au-pairs, the host family's household) rented temporarily for private use as accommodation during the trip as well as rooms intended and permitted for use in connection with the accommodation (e.g. dining rooms, communal bathrooms) up to the amount cited in the tariff description.

Excluded, however, are liability claims for

- damage to movable items such as pictures, furniture, television equipment, crockery etc.;
- damage caused by deterioration, wear and excessive strain;
- damage to heating, machine, boiler and water heating systems as well as electronic and gas devices.

2.3 Damages in the host family's household

Contrary to items 2.2 and 3.2.7., liability claims against the insured person apply due to damage to movable items (e.g. pictures, furniture, TV sets, crockery, carpets etc.) as well as to rooms intended and permitted for use in connection with the accommodation in the host family's household up to the amount mentioned in section I. The host family's household shall include the house or flat inhabited by the host family (main, auxiliary or holiday residence), including the corresponding land and adjoining buildings and rooms located on it. The total benefit for all damage to movable items and rooms belonging to the host family within an insurance year or a shorter agreed insurance period is limited to twice the amount mentioned in section I. The policy period is a period of twelve months from contract inception, including all contract renewals.

2.4 Loss of keys

The statutory liability arising from the loss of third-party keys (including general master keys for a central locking system and code cards) which have legally come under the custody of the insured party is included in the insurance. The coverage is limited to statutory liability claims for the costs of necessary replacement of locks and locking systems as well as of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the time at which the loss of the key was established.

The maximum compensation per loss event is limited to the amount specified in section I. and applies to all damage in an insurance year or any shorter agreed insurance period. The policy period is a period of twelve months from contract inception, including all contract renewals.

Liability claims for consequential damage resulting from loss of a key (e.g. due to break-in) as well as liability for the loss of safe or furniture keys and any other keys to movable objects are **excluded**.

3. Important information regarding coverage limits

3.1 Non-insured liability risks

- 3.1.1 Your liability as an owner, possessor, holder or driver of a road, air or water vehicle for damage caused through the use of the vehicle is not insured.
- 3.1.2 Your liability as an owner, holder or keeper of animals and your liability when hunting are not insured.
- 3.1.3 Your liability when exercising a profession, service or post (including an honorary post) or activity for an association of any kind is not insured.
- 3.1.4 The liability of the insured person from the rental, hire or other handover of items to third parties for use is not insured.

3.2 Non-insured liability claims

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims 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.
- 3.2.3 Liability claims for damage as a result of your participation in horse, bike or vehicle races, boxing and wrestling or combat sports of any kind, including preparation (training).
- 3.2.4 Unless expressly stated in the tariff description, liability claims for damage 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.
- 3.2.5 Liability claims for damage caused by environmental impacts on the earth, air or water (including bodies of water) and further resulting damage.
- 3.2.6 Liability claims for 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 in children in a long-term, family-like manner.
- 3.2.7 Liability claims between several insured persons on the same insurance contract as well as, unless expressly co-insured under item 2.3, between the policyholder and the persons insured on an insurance contract.
- 3.2.8 Liability claims between several persons who have jointly booked a trip and go on this trip together.
- 3.2.9 Liability claims for damage arising from the passing on of a disease.
- 3.2.10 Liability claims for damage resulting from the use of weapons of any kind.
- 3.2.11 Liability claims from all arising pecuniary losses.
- 3.2.12 Unless expressly stated in the tariff description, liability claims for damage resulting from the loss of items, including, e.g. money, securities and valuable items.

3.3 Limitation of benefits

- 3.3.1 In every insured event, our compensation is limited to the agreed insured sums. This also applies when the insurance covers several persons with a payment obligation.
- 3.3.2 The compensation for all insured events within the insured period is limited to twice the agreed insured sum for contract terms of less than a year. In the case of contract terms of more than a year, we will not pay more than double the agreed insured sum for all insured events in an insurance year.
- 3.3.3 Several insured events occurring during the validity of the insurance shall apply as one insured event occurring at the time of the first of these insured events if they are based on the same cause or causes with an internal, in particular physical and chronological, relationship.
- 3.3.4 If the insured person is to make annuity payments to the 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 insured event, the annuity to be paid will only be compensated in a ratio of the insured sum or its residual amount to the capital value of the annuity from the insurance company.

The corresponding provision of the regulations on insurance coverage in the vehicle liability insurance in the version applicable at the time of the insured event shall apply for the calculation of the annuity value. When calculating the amount that the policyholder must contribute to the ongoing annuity payments, if the capital value of the annuity exceeds the

insured sum or the residual insured sum remaining after deduction of any benefits, the other benefits will be offset in full against the insured sum.

- 3.3.5 If the handling of a liability claim requested by us by means of acknowledgement, settlement or arrangement fails as a result of the conduct of the insured person, we are not obligated to pay for additional expenses in the form of compensation, interest and costs arising as of the point of refusal.

4. Your obligations in the case of an insured event

Additions to section II. Clause 6.

4.1 Immediate notification

If a claim for compensation for damages is asserted against you, please notify us of this immediately.

4.2 Immediate notification in the event of a legal dispute

If a judicial inquiry is launched or a penalty order or default summons is issued, you must notify us of this immediately, even if you have already notified us of the insured event itself. If a claim is asserted against you in court or by means of a default summons, legal aid is applied for or a dispute is declared against you in court, you must also notify us of this immediately. The same shall apply in the event of arrest, injunction or preservation of evidence.

4.3 Handover of conduct of proceedings

If proceedings arise regarding the liability claim, you must hand over control of the proceedings to us, assign power of attorney to the lawyer commissioned or designed by us and provide all statements regarded as necessary by said lawyer or by us. Without waiting on our instruction, you must file an objection or take the necessary legal remedies against default summons or demands from administrative authorities for compensation in good time.

4.4 Handover of exercise of rights in annuity events

If, as the result of changed circumstances, you gain the right to abolition or reduction of an annuity to be paid, you undertake to allow us to exercise this right on your behalf.

4.5 Power of attorney

We are authorised to submit all declarations that seem necessary to settle or defend against the claim on your behalf.

4.6 Consequences if obligations are not observed

The legal consequences of violating one of these obligations are cited in Section II., Clause 6.5.

UV. Travel accident insurance

1. Benefits covered by your travel accident insurance

In the case of an insured event (see item 2.; for restrictions see item 3.), you will receive the following benefits up to the amount of the insured sums specified in section I.

1.1 Benefits in the event of invalidity

A prerequisite for our provision of the benefit is for your physical or mental ability to be permanently impaired due to the accident (invalidity). Impairment is permanent when it is expected to last longer than 3 years and a change in the situation is not to be expected.

The invalidity must occur within 15 months of the accident and be established in writing by a practician within 21 months of the accident, and be asserted by you to us in writing.

- 1.1.1 The amount of the benefit depends on the insured sum and the degree of invalidity. The fixed degrees of invalidity (under exclusion of proof of a higher or lower level of invalidity) constitute the loss or lack of function of

an arm at the shoulder	70%
an arm to above the elbow	65%
an arm below the elbow	60%
a hand at the wrist	55%
a thumb	20%
an index finger	10%
any other finger	5%
a leg above the centre of the thigh	70%
a leg to the centre of the thigh	60%
a leg to below the knee	50%
a leg to the centre of the lower leg	45%
a foot at the ankle	40%
a big toe	5%
any other toe	2%
an eye	50%
hearing in one ear	30%
sense of smell	10%
sense of taste	5%

In the event of partial loss or impairment of function in one of these body parts or sensory organs, the corresponding part of the percentage is assumed.

- 1.1.2 If the insured event affects body parts or sensory organs of which the loss or lack of function is not regulated as above, the deciding factor is the extent to which normal physical or mental ability is impaired from a purely medical point of view.
- 1.1.3 If several physical or mental functions are impaired by the insured case, the aforementioned degrees of invalidity are added together. However, more than 100% will not be assumed.
- 1.1.4 If a physical or mental function that was already permanently impaired is affected by the insured case, a deduction corresponding to the prior invalidity shall be made. This is measured in accordance with the degrees of invalidity according to item 1.1.1.
- 1.1.5 If death occurs as a result of the accident within a year of the insured event, no claim for invalidity benefit exists.
- 1.1.6 If the insured person dies due to a cause unrelated to the accident within a year of the insured event or (regardless of the cause) later than 1 year after the accident and if a claim for invalidity benefit according to item 1.1.1 arose, we provide compensation according to the degree of invalidity that would have been calculated on the basis of the most recent medical findings.

1.2 Progression at more than 25% invalidity

If, without the added effect of illnesses or afflictions according to the measurement principles of item 1.1, an accident leads to permanent impairment of the physical or mental function of more than 25%, the following applies:

- 1.2.1 For every percentage point exceeding the degree of invalidity of 25% caused by the accident, HanseMerkur pays an additional 2% of the insured sum.
- 1.2.2 For every percentage point exceeding the degree of invalidity of 50% caused by the accident, HanseMerkur pays a further additional 2% of the insured sum.
- 1.2.3 The additional benefit is limited to a maximum of 150,000.00 EUR for each insured person. Should the insured person hold other accident insurance with HanseMerkur Reiseversicherung AG, the maximum amount for all insurance contracts applies jointly.

In the event of invalidity, these special terms apply in individual cases as follows:

DI*	IS*	DI*	IS*	DI*	IS*	DI*	IS*
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

* IG = Degree of invalidity caused by the accident in %

IS = Benefit from the insured sum in %

1.3 Benefits in the event of death

If an insured event leads to the death of the insured person within one year, the heirs are entitled to a benefit according to the insured sum for the event of death. We refer to the specific obligations in item 4.3.

1.4 Benefits for recovery costs

If the insured person has several accident insurance contracts with the HanseMerkur insurance group, compensation for the costs specified below can only be requested from one of these contracts. If the insured person has suffered an accident falling under the insurance contract, we provide compensation, up to the contractually agreed amount, for costs incurred through

- 1.4.1 search, rescue or recovery by public or private rescue services, to the extent that usual fees are charged for this.
- 1.4.2 transport of the injured person to the nearest hospital or a special hospital if this is medically necessary and prescribed by a physician.
- 1.4.3 additional costs for the return of the injured person to their permanent residence, to the extent that the additional costs were incurred as the result of an order from a physician or were unavoidable due to the type of injury.
- 1.4.4 transfer to the last permanent residence in the event of death.
- 1.4.5 services according to item 1.4.1 if you have not suffered an insured event but such was an immediate threat or to be objectively expected under the circumstances.

1.5 Benefits for the costs of cosmetic operations

- 1.5.1 If the surface of the insured person's body is damaged or deformed through an insured accident in such a way that after completion of curative treatment the external appearance of the insured person is permanently impaired and the insured person decides to undergo a cosmetic operation for the purpose of removing this impairment, we assume, once, the costs of physicians' fees, medication, dressings and other medically prescribed healing aids associated with the operation and clinical treatment as well as the costs of accommodation and board at the hospital up to the amount of the agreed insured sum. Front teeth and incisors visible when the mouth is open do not count as the surface as the body.
- 1.5.2 The operation and the clinical treatment of the insured person must be carried out and completed by the end of the 3rd year following the accident. If the insured person is not yet 18 years of age when the accident occurs, the costs are

still paid if the operation and clinical treatment are not carried out within this period but are completed before the insured person has reached the age of 21.

- 1.5.3 Excluded from compensation are the costs of food and luxury items, spa and convalescent trips as well as nursing if the use of professional care staff is not prescribed by a physician.

2. Cases where an insured event occurs

2.1 Damage to health through an accident

An insured event exists if the insured person involuntarily suffers damage to their health through a sudden external incident (accident), which has an effect on their body. By extension, the insurance also covers typical health damage caused by diving, e.g. decompression sickness or eardrum injury, whereby an actual accident, i.e. a sudden external incident which has an effect on the body, does not have to occur.

2.2 Pulled muscles and torn ligaments

An insured event also applies if a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn due to increased exertion on limbs or the spine.

2.3 Drowning or suffocation

Death by drowning or suffocation underwater when diving applies as an accident within the meaning of item 2.1.

3. Important information regarding coverage limits

3.1 Cases in which no benefits are provided

We do not pay benefits for:

- 3.1.1 accidents caused by disruptions to mental capacity or consciousness, including as a result of inebriation or the consumption of drugs, as well as by strokes, epileptic fits or other seizures that affect the entire body of the insured person; however, coverage shall exist if these disruptions are caused by an accident falling under this contract.
- 3.1.2 accidents suffered by the insured person as a result of them deliberately committing or causing a crime;
- 3.1.3 accidents caused directly or indirectly by war or civil war events or in combination with terrorist attacks. However, coverage exists if the insured person is affected by surprise by war or civil war events when travelling abroad. This expansion of the coverage does, however, not apply to trips in or through countries where war or civil war is already underway on the territory when the trip begins. It also does not apply to active participation in the war or civil war or accidents caused by ABC weapons (atomic, biological or chemical weapons).
- 3.1.4 accidents suffered by the insured person as the pilot of an aircraft (including recreational aircraft) to the extent that they require a permit under German law and as another member of the crew of an aircraft, which occur in a causal relationship with the operation of an aircraft.
- 3.1.5 accidents suffered by the insured person when carrying out an activity aided by an aircraft.
- 3.1.6 accidents suffered by the insured person when using spacecraft; coverage applies, however, as a passenger of an airline.
- 3.1.7 accidents suffered by the insured person as a result of taking part in driving events, including the corresponding practice runs, with the aim of achieving high speeds as a driver, co-driver or passenger of a motor vehicle.
- 3.1.8 accidents caused directly or indirectly by nuclear power.
- 3.1.9 health damage caused by radiation and health damage caused by curative measures or intervention in the insured person's body. However, coverage exists if curative measures or interventions, including of a radiodiagnostic and radiotherapeutic nature, are brought about by an accident falling under this contract.
- 3.1.10 health damage through infections. This is also excluded if caused by insect stings or bites or by other minor skin or mucous wounds through which the pathogens got into the body immediately or later. However, coverage exists for rabies and tetanus as well as for infections whereby the pathogens got into the body through accidental injuries not excluded under clause 1. For infections caused by curative measures or interventions, coverage exists if the curative measures or interventions, including those of a

radiodiagnostic and radiotherapeutic nature, were brought about by an accident falling under this contract.

- 3.1.11 stomach and abdominal hernias. However, coverage exists if these are caused by one of the violent external influences falling under this contract.
- 3.1.12 damage to spinal discs as well as bleeding from internal organs and cerebral haemorrhage. However, coverage exists if the principal cause was an accident falling under this contract.
- 3.1.13 pathological disorders caused by psychological reactions, regardless of what caused these.
- 3.1.4 poisoning as a result of ingesting solid or liquid substances through the gullet.

3.2 The impact of illnesses or afflictions

If illnesses or afflictions have contributed to health damage caused by an accident or its consequences, the benefit is reduced by the proportion of the illness or affliction if this proportion amounts to at least 25%. If illnesses or afflictions have contributed to health damage caused by an accident or its consequences, any claim to benefits is lost if this proportion amounts to more than 50%.

4. Your obligations in the case of an accident during your trip

Additions to section II. Clause 6.

4.1 Immediate consultation of a physician

A physician must be consulted immediately following an accident which is likely to entail a payment obligation. The insured person must follow the physician's orders and also limit the consequences of the accident as far as possible.

4.2 Examination by physicians commissioned by us

The insured person must also allow examination by physicians commissioned by us. The associated costs, including resulting loss of earnings, are borne by us.

4.3 Notification in the event of death

If the accident results in the death of the insured person, we must be informed of this by the heirs or other legal successors of the insured person within 48 hours, even if we have been notified of the accident itself. We must be granted the right to have a post-mortem carried out by a physician commissioned by us.

4.4 Consequences if obligations are not observed

The legal consequences of violating one of these obligations are cited in Section II., Clause 6.5.

RGV. Luggage insurance

1. Benefits covered by your luggage insurance

In the case of an insured event (see item 2.; for restrictions see item 3.), you will receive the following benefits up to the amount of the insured sum specified in section I, to the extent that the "comfort tariff" was agreed.

1.1 Benefit in the event of destruction or loss

In the case of an insured event, we provide compensation for destroyed or lost items, to the extent that these are insured according to item 2, at their insured value at the time the loss occurs. The insured value is the amount that is generally required to procure new items of the same type and quality at your permanent residence, minus an amount (fair value) corresponding to the condition of the insured items (age, wear, use etc.).

1.2 Benefit in the event of damage

We pay the necessary repair costs and any remaining value reduction, up to the amount of the insured value, for damaged and repairable items, to the extent that these are insured according to item 2.

2. Cases where an insured event occurs

Coverage applies in the following events to the extent that these are listed in the tariff description.

2.1 Damage to luggage handed over for safekeeping

If you have handed your luggage over to a transport company, accommodation provider or luggage office for safekeeping, we pay compensation up to the amount of the insured sum and compensation limits if the luggage is lost, destroyed or damaged.

2.2 Exceedance of the delivery deadline for luggage

If your luggage is not delivered on time by a transport company, i.e. it does not reach the destination on the same day as you (exceedance of delivery deadline), we provide compensation for proven expenses incurred for the purchase of necessary replacements amounting to up to the agreed compensation limit.

2.3 Criminal acts committed by third parties involving luggage, sports equipment or valuable items

You have coverage up to the amount of the insured sum and compensation limits in the case of loss, damage or destruction of insured items caused by criminal acts committed by third parties. This includes theft, burglary, robbery, extortion and wilful vandalism.

2.4 Damage incurred during road accidents to luggage, sports equipment or valuable items

You have coverage up to the amount of the insured sum and compensation limits in the case of loss, damage or destruction of insured items during a transport accident (e.g. traffic accident).

2.5 Damage to luggage, sports equipment or valuable items caused by fire, explosion or elementary events

You have coverage for the insured items up to the amount of the insured sum and compensation limits in the case of loss, damage or destruction of the insured items by fire, lightning, explosion, storm, flood, landslide, earthquake, avalanche.

3. Important information regarding coverage limits

3.1 Restrictions for precious items

Coverage only applies to valuable items according to section I. to the extent that they are worn or used as intended or that they are under your personal safekeeping and are carried with you in a secure manner or are located in a properly locked room of a building or a passenger ship. Jewellery and items made of precious metals in a properly locked room in a building or on a passenger ship are however only insured to the extent that they are stored in a closed container, which is also highly secured against removal of the container.

3.2 Limitations in the case of motor vehicles and water craft

We only provide compensation for damage caused to luggage in unattended vehicles/trailers/water sports vehicles caused by criminal acts committed by third parties to the extent that the luggage is not visible and enclosed in a locked internal compartment or luggage compartment (in the event of water sports vehicles: cabin or luggage hold) or in a luggage box firmly joined to the vehicle. In this case, we do not provide any compensation for the valuable items specified in section I.

The object to be safeguarded shall be deemed to be unattended unless the insured person or a trusted person nominated by them is constantly present; the surveillance of an open location designed for general use (e.g. car park, airport) shall not count.

We only provide compensation if it can be proven that the damage occurred during the day between 6am and 10pm or that the damage occurred during a break in the journey of no longer than two hours.

If, in the case of travel by vehicle, the luggage is not immediately unloaded upon arrival at the permanent residence, the coverage ends as soon as the insured person arrives.

3.3 Limitations when camping

Coverage for damage to luggage during camping caused by criminal acts committed by third parties only exists on **official camp sites** (set up by authorities, associations or private companies).

If you leave the items **unattended** (definition under item 3.2) in the tent, coverage only exists for damage caused by criminal acts committed by third parties if it can be proven that the damage occurred between 6am and 10pm and the tent is closed.

Valuable items are not insured during unsupervised hours. We only replace such items to the extent that the conditions according to item 3.2 are met or they have been passed to camping site management for storage or are located in a properly locked and secured caravan/mobile home or are hidden in an enclosed and locked vehicle on an official camp site.

3.4 Damage through loss

We do not grant coverage for items lost, left lying, left standing or left hanging.

3.5 Damage through wear

Damage caused by the natural or defective quality of the insured items (e.g. degradation or wear) is not insured.

4. Your obligations in the case of luggage damage

Additions to section II. Clause 6.

4.1 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 confirmation is to be submitted to us. In the event of damage unidentifiable on the outside, immediately after discovering the damage you must request that the relevant company view and confirm the damage within the relevant complaints deadline, but at the latest within 7 days.

4.2 Notification of the police

Damage caused by criminal acts committed by third parties and fire damage must be reported **immediately** to the responsible police station, submitting a complete list of all items affected by the loss event, and this must be 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 us.

4.3 Consequences if obligations are not observed

The legal consequences of violating one of these obligations are cited in Section II., Clause 6.5.