

Terms and Conditions of Insurance for the Liability and Accident Insurance – Young Travel
VB-RS 2012 (YT-In)

Your terms and conditions of insurance consist of three sections.

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

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

Section I. Performance Overview

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

HAFT. Travel Liability Insurance

Area of Application			
The insurance cover applies worldwide.			
Insured Benefits			
1.1	Checking of the Question of Liability and Settlement of Justified Claims		
1.2	Provision of Security in Cases of Due Pension Entitlements		
1.3	Costs of a Legal Dispute		
Insured Occurrences			
Damage Caused by You		Compact	Comfort
2.1	Everyday Liability Risk	EUR 1.0 million	EUR 2.5 million
2.2	Liability Claims Relating to Hired or Rented Property per Case of Insurance	EUR 10,000	EUR 25,000
2.3	Deportation Costs	EUR 1,000	EUR 5,000
2.4	Loss of Keys	–	EUR 250
Retained Risk			
In the cases mentioned under point 2.2 and point 2.4 a retained risk of 20%, or a minimum of EUR 50, will be deducted from the determined damage amount.			

UV. Travel Accident Insurance

Area of Application			
The insurance cover applies worldwide.			
Insurance Sums			
1.1	In Cases of Invalidity	EUR 20,000	EUR 40,000
1.2	Progressive Grading in Cases of More than 25% Invalidity	350%	350%
1.3	In Cases of Death ¹⁾	EUR 10,000	EUR 20,000
1.4	For Rescue Costs	–	EUR 5,000
1.5	For the Costs of Cosmetic Surgery	–	EUR 5,000
¹⁾ In cases of children up to the age of 18.		EUR 5,000	EUR 10,000
Insured Occurrences			
2.1	Damage to Health as the Result of an Accident		
2.2	Strains and Torn Ligaments		
2.3	Drowning or Suffocating		

Section II. General Provisions

1. Insured Persons and Eligibility for Insurance

- 1.1 Insured persons are those identified by name in the insurance policy, for whom the agreed premium has been paid.
- 1.2 Those eligible for insurance are au pairs, pupils, language students, students, scholarship holders or doctoral candidates, participants in Work & Travel Programs or other persons who can prove that they are temporarily in the Federal Republic of Germany to take part in further-educational measures, up to the age of 35 (35th birthday), provided they are foreign nationals and have a permanent residence abroad.
- 1.3 Persons non-eligible for insurance and not insured despite their having paid a premium are persons who are in permanent need of care, as well as persons who are lastingly excluded from participating in everyday life. For categorization, the person's mental state and objective circumstances of life in particular must be taken account of. Persons in need of care are persons who generally require the help and assistance of others to master the daily routines.
- 1.4 In the case of a person for whom the prerequisites for eligibility for insurance cover in accordance with these terms and conditions have not been satisfied, no insurance contract comes into effect, even if the premiums have been paid. If premiums are paid for a person not eligible for insurance cover, the sum paid is available to the sender.

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

2.1 Conclusion

- 2.1.1 The application for conclusion of an insurance contract can be made up to 31 days after arrival in the Federal Republic of Germany for the entire period of stay. The date of arrival in the Federal Republic of Germany must, at our request, be proven. After expiry of the deadline of 31 days after arrival in the Federal Republic of Germany the conclusion of an insurance contract is no longer possible.
- 2.1.2 The contract comes into effect in that the application foreseen by the insurer for this purpose is submitted to the insurer properly completed, and that the insurer sends a confirmation of insurance to the policyholder. The application has only been properly completed if it contains all of the details requested and these have been provided clearly and completely.

2.2 Commencement

The insurance cover begins at the time indicated in the insurance policy (commencement of the insurance), though not before conclusion of the insurance contract and not before arrival in the Federal Republic of Germany.

2.3 Period

- 2.3.1 The application for conclusion of an insurance contract must be made for the entire period of stay. The maximum period of insurance cover is five years.
- 2.3.2 In the event of an extension of the period of stay within the maximum insurance period, the originally agreed insurance period can only be extended by a follow-up contract if the application for the follow-up contract has been submitted to (i.e. received by) us before expiry of the original insurance agreement and we have explicitly consented to this follow-up contract.

2.4 Ending

The insurance contract and the insurance cover end, even for events covered by the insurance that have not yet been completed,

- 2.4.1 at the agreed point in time;
- 2.4.2 with the death of the insured person;
- 2.4.3 with the ending of the temporary period of stay of the insured person in the Federal Republic of Germany;
- 2.4.4 when the prerequisites for a temporary period of stay in the Federal Republic of Germany, or abroad, no longer apply;
- 2.4.5 if the prerequisites determining eligibility for insurance cover no longer apply to the insured person.

3. Area of Application of Insurance Cover

- 3.1 Insurance cover exists for insured persons who are only temporarily in the Federal Republic of Germany. An event normally covered by the insurance is not insured if this occurs in the home country of the insured person (for exceptions, see point 3.2). The home country in the sense of these contract provisions is the country in which the insured person has his or her permanent place of residence and/or the country of his or her nationality.
- 3.2 Insurance cover is also provided for the insured person worldwide, outside the Federal Republic of Germany and outside his or her home country, during a temporary trip.

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

4.1 Payment of the First Premium

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

4.2 Payment of Subsequent Premiums

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

4.3 Level of Premiums

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

4.4 Direct Debit Procedure

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

5. What measures must be observed (obligations) in cases of damage?

Without your cooperation and that of the insured person we are unable to render our services. Please therefore take note of the following points so as not to endanger your insurance cover.

5.1 Obligation to Minimize Damage

Keep the level of damage as low as possible, avoiding everything that might result in unnecessary cost increases. If you are uncertain about anything, please don't hesitate to contact us.

5.2 Obligation to Give Information on Damage

You, or the insured person, must provide all information on the case of damage honestly and in full. Any additional receipts and pertinent information requested by us must be provided in the same way.

5.3 Obligation to Secure Compensation Claims Against a Third Party

If you or the insured person have a compensation claim against a third party, this claim passes to us, to the extent that we provide compensation for the damage. Claims thus transferred cannot be enforced to your disadvantage. You must safeguard the compensation claim, or the right to secure this claim, taking account of the form and deadline requirements and cooperating, if necessary, in the implementation of the claim. If your compensation claim is directed against a person with whom you had lived at the time of occurrence of the damage, the transferred claim cannot be enforced, unless this person caused the damage intentionally.

5.4 Further Obligations

Note: Please also take notice of the "Important Notes" in cases of damage, which are attached to your contract documents, and the special obligations applying in each case to the individual insurances referred to in section III of these terms and conditions of insurance.

5.5 Consequences of Non-Compliance with Obligations

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

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

6. What must be observed in connection with the compensation payment?

6.1 Conversion of Costs Incurred in a Foreign Currency

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

6.2 Due Dates for Our Payments

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

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

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

6.3 Indemnification Payable from Other Insurance Contracts

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

6.4 Participation of Third Parties in the Costs

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

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

The insurance contract act »Versicherungsvertragsgesetz (VVG)« applies in addition to these provisions, as does German law, unless this conflicts with international law.

Claims based on this insurance contract fall under the statute of limitations after three years.

The period of limitation begins at the end of the year in which the claim for benefit can first be raised. If a claim has been submitted by you or the insured person, the period of limitation will be delayed until our decision in the matter has been received by you, or by the insured person, in writing.

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

8. Offsetting

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

9. What must be observed when notifying us?

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

Section III. Performance Specifications

HAFT. Personal Liability Insurance

1. What benefits are provided by your liability insurance?

In the event of a claim (see point 2; for limitations see point 3) you will receive the following benefits up to the amount of the insurance sums specified in section I.

1.1 Checking the Question of Liability and the Settlement of Justified Claims

Our performance includes examining the question of liability and the rejection of unjustified claims, or, in the case of a justified claim, reimbursement of indemnification to be paid by you for damage suffered. A claim is justified if it is given our expressed or approved recognition, if it is the result of a settlement concluded or approved by us, or if it is the result of a court decision. If the settlement of a liability claim demanded by us on the basis of acknowledgement, fulfilment or amicable agreement, fails as a result of your refusal, we will not be required to participate in the additional costs incurred as a consequence, whether these relate to the main claim, to accrued interest or to other costs.

If, in the course of criminal proceedings relating to an occurrence of damage that can lead to a liability claim covered by the insurance, we request or approve the appointment of a solicitor for you, we will bear this solicitor's fees in keeping with the scale of fees, or subject to special arrangements for the higher lawyer's costs agreed to by us in advance.

1.2 Provision of Security in Cases of Due Pension Entitlements

If you are legally obliged to pay a deposit relating to a pension due in respect of the occurrence of an event covered by the insurance, or if enforcement by the court can be avoided by the payment of a deposit or the provision of security, we undertake to pay the deposit or provide the required security on your behalf.

1.3 Costs of a Legal Dispute

If, in the case of damages covered by the insurance, a legal dispute as to the claim arises between you and the injured party, or the successors of the latter, we will pursue the lawsuit in your name. In this case the costs incurred will be borne by us, and will not be offset as a benefit against the insurance sum. If the liability claim exceeds the insured amount, the legal costs will only be borne in proportion to the insured amount (i.e. with respect to the total amount of the claim). This also applies in the case of several lawsuits arising from a single occurrence of damage. In such cases we are entitled to release ourselves from further performance by paying the insured amount and our share of the costs (in relation to the insured amount) incurred up to that point.

2. When is an event covered by the insurance?

You have insurance cover on the journey against the eventuality that a damage claim based on one of the following cases of damage and involving the death, injury or loss of health of persons (personal injury) or damage to or loss of property (material damage) is raised against you by a third party on the basis of civil-law provisions on personal liability.

2.1 Everyday Liability Risk

Your insurance cover extends to your statutory liability as a private person, relating to the dangers of everyday life faced while travelling, particularly:

- 2.1.1 as the head of a family or household (e.g. as arising from the legal obligation to supervise minors);
- 2.1.2 as a cyclist;
- 2.1.3 when participating in sport (except for the types of sport referred to under point 3.2.3);
- 2.1.4 as a rider or driver of unfamiliar horses and carriages for private purposes (liability claims raised by the keeper or owner of the animals against the insured person and/or the policyholder are not covered by the insurance);
- 2.1.5 in connection with the possession and use of model aircraft, unmanned balloons and kites that have neither a motor nor another form of in-built propellant, the flight weight of which does not exceed 5 kg and for which no compulsory insurance is required;
- 2.1.6 in connection with the possession and use of self-owned, borrowed or hired rowing boats and pedal boats, as well as non-self-owned sailing boats that are neither driven by a motor (including an outboard motor) nor by another form of in-built propellant and for which no compulsory insurance is required;
- 2.1.7 in connection with the ownership, possession, keeping or use of self-owned or borrowed surfboards for sporting purposes; an exception, however, is the statutory liability of the insured person associated with rental, hire, lending, or other forms of use-transfer to a third party.
- 2.1.8 from the activities of an au pair. Provided the insured person engages in the activities of an au pair on the basis of a written contract, the private liability insurance, in departure from point 3.1.3, also includes a professional liability insurance for her or him. The insurance covers only liability claims based on activities in which the insured person is entitled to engage on the basis of his or her training and education. This insurance cover applies, however, only when claims are raised against the insured person as such and no other insurance cover – or no sufficient insurance cover – exists, e.g. in the context of a private liability insurance of the host family.

2.2 Liability Claims Due to Hired or Rented Property

In amendment of point 3.2.4, damage to hired or rented property is also embraced in the scope of the insurance cover provided. The insurance cover extends in this context to the everyday liability risks

faced as the user of rooms within buildings temporarily rented for private purposes as travelling accommodation (e.g. hotel and pension rooms, holiday apartments, bungalows, the household of the host family in cases of au pairs), as well as of rooms the use of which is associated with the foreseen accommodation and is permissible (e.g. dining rooms, shared bathrooms), up to the sum indicated in the tariff specifications.

The following liability claims, however, are **excluded**:

- damage to mobile items such as pictures and paintings, furniture, television sets, crockery, etc.;
- damage resulting from wear and tear, as well as from excessive use;
- damage to heating systems, machinery, boilers and water-heating equipment, as well as to electrical and gas devices.

2.3 Deportation Costs

Insurance cover is provided in the event of an officially ordered deportation of an insured person in the Federal Republic of Germany to his or her home country. The insurance cover provided for deportation costs applies only to deportation within the insured period and within the period of the contract with the host family, as well as within the officially approved period specified in the residence permit or in the visa.

In cases of an event covered by the insurance we will reimburse the proven additional costs (deportation costs) enforced against the policyholder (host family) in accordance with sections § 765 and 773 of German Civil Code »Bürgerliches Gesetzbuch (BGB)« in connection with section § 82, paragraph 2, and sections § 83 and § 84 of the German Aliens Act »Ausländergesetz (AuslG)«, up to the level specified in Section I.

2.4 Loss of Keys

The statutory liability arising from the loss of keys belonging to others (including general master keys for a central locking system and code cards), that were rightfully in the safekeeping of the insured person, is regarded as co-insured. The insurance cover is limited to claims for statutory liability due to the costs of necessary replacement of locks and locking systems, as well as for temporary security measures (emergency locks) and property protection for up to 14 days, calculated as from the point in time at which the loss of the keys was discovered.

The maximum cover provided per occurrence of damage is limited to the sum indicated in Section I and applies to all damage within of an insurance year – or within any agreed insurance period that is shorter. An insurance year is a period of twelve months as from the date of commencement of the insurance and all dates of extension of contract.

Excluded: liability claims for consequential damage from the loss of keys (e.g. due to burglary), as well as liability arising from the loss of keys to safes and cabinets and other keys to mobile property.

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

3.1 Non-Insured Liability Risks

- 3.1.1 No cover is provided for your liability as the owner, occupant, holder or driver of a motor vehicle, aircraft or watercraft in connection with damage caused by use of the vehicle.
- 3.1.2 No cover is provided for your liability as the owner, holder or keeper of animals, or for your personal liability when hunting.
- 3.1.3 No cover is provided for your liability arising from discharging a job, a service or an office (including an honorary post) or activities within organizations of all kinds.
- 3.1.4 No cover is provided for liability of the insured person arising from the rental, hiring, lending or other use-transfer of items to third parties.

3.2 Non-Insured Liability Claims

- 3.2.1 Liability claims which exceed the liability limits stipulated by law.
- 3.2.2 Claims relating to salaries, pensions, wages and other fixed income, catering, medical treatment for a job handicap, claims to welfare entitlements and claims arising from legislation associated with civil unrest.
- 3.2.3 Liability claims arising from your participation in horse racing, bike racing or motor-vehicle racing, boxing or wrestling matches, and martial arts of all sorts, including preparation (training) for such activities.

- 3.2.4 Unless otherwise explicitly listed in the tariff specifications, liability claims due to damage to the property of others, which you have rented or hired, leased, borrowed or have acquired unlawfully, or the subject matter of a special safekeeping agreement.
- 3.2.5 Liability claims resulting from environmental damage to soil, air or water (including lakes and rivers) and all further damage resulting therefrom.
- 3.2.6 Liability claims for damage suffered by those of your relatives who live together with you in the same household. Such relatives of the insured person are the spouse, parents, children, adoptive parents and adopted children, parents-in-law, sons-in-law and daughters-in-law, stepparents and stepchildren, grandparents and grandchildren, siblings as well as foster parents and foster children, and persons who, due to a lasting and family-like relationship, have become as close as parents and children.
- 3.2.7 Liability claims between several persons insured under the same insurance contract, as well as between the policyholder and the insured persons of one and the same insurance contract.
- 3.2.8 Liability claims between several persons who have jointly booked a journey and undertake this journey together.
- 3.2.9 Liability claims for damage resulting from the transmission of an illness.
- 3.2.10 Liability claims based on damage arising from the use of weapons of all sorts.
- 3.2.11 Liability claims arising from all sorts of financial loss.
- 3.2.12 Unless otherwise explicitly listed in the tariff specifications, liability claims due to damage arising from the loss of property, including money, securities and valuables.

3.3 Limitation of Performance

- 3.3.1 Our reimbursement performance is limited, in each case of damage, to the agreed insurance sums. This applies even if the insurance cover extends to several persons subject to indemnification.
- 3.3.2 The indemnification benefits for all events covered by the insurance within the insured period are limited, for insurance periods of less than a year, to twice the agreed insurance sum. In the event of contract periods of more than a year, we provide total benefits for all insurance claims within an insurance year of no more than twice the agreed insurance sum.
- 3.3.3 Several cases of damage occurring during the insurance period will be treated as one case of damage occurring at the time of the first of these cases of damage, if they relate to the same cause or causes regarding their internal relationships, particularly in terms of their objective and temporal contents.
- 3.3.4 If the insured person has to pay a pension to the claimant and the capital value of the pension exceeds the insured amount or the sum remaining from this amount after all other benefits paid for the event covered by the insurance have been deducted, the pension to be paid will be reimbursed by the insurer only in proportion to the insured amount, or the remaining sum to the capital value of the pension.
In calculating the pension payments the corresponding regulation of the decree on insurance cover in the motor vehicle liability insurance applies in its valid version at the time of the occurrence of the event covered by the insurance. In calculating the amount with which the policyholder must participate in the current pension payments if the capital value of the pension exceeds the insurance sum as such, or exceeds the insurance sum after deduction of the other remaining insurance sums, the other benefits are written off from the insurance sum to their full amounts.
- 3.3.5 If the settlement of a liability claim demanded by us on the basis of acknowledgement, fulfilment or amicable agreement, fails as a result of refusal on the part of the insured person, we will not be required to participate in the additional costs incurred as a consequence, whether these relate to the main claim, to accrued interest or to other costs.

4. What (obligations) must be taken into consideration in cases of damage?

Supplements to point 5 of the General Part

4.1 Immediate Notification of Damage

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

4.2 Notification of Legal Dispute Without Delay

If preliminary proceedings are initiated or a court order or default summons is issued, you must notify us of this immediately, even if you have already given notification of the case of damage covered by the insurance. If a claim is initiated against you by court proceedings or by default summons, or if legal aid is applied for or third party notice is given, you must also notify us of this immediately. The same applies in the event of arrest, a temporary injunction or the instigation of proceedings to secure evidence.

4.3 Assignment of Litigation

If the liability claim is taken to court, you must permit us to undertake the proceedings, you must grant power of attorney to the solicitor appointed or identified by us, and you must make all statements considered necessary by the solicitor or by us. You must lodge appeals against any default summons or decrees on compensation issued by the administrative authorities within the given deadline, and must lodge any other appeal measures necessary, without waiting for our instructions.

4.4 Assignment of Exercising of Rights in Pension Cases

If, due to changes in circumstances, you acquire the right to demand the revocation or reduction of a pension to be paid, you are obliged to permit us to exercise this right on your behalf.

4.5 Authorization

We shall be regarded as having been authorized to issue, in your name, all seemingly expedient statements for purposes of settlement of the issue or averting the claim.

4.6 Consequences of Non-Compliance with Obligations

The legal consequences of any violation of these obligations are stipulated under point 5.5 of the General Part.

RU. Travel Accident Insurance

1. What benefits are offered by your Travel Accident Insurance?

In the event of a claim (see point 2; for limitations see point 3) the following sums will be reimbursed up to the amount of the insurance sums specified in Section I.

1.1 Benefits in Cases of Invalidity

The prerequisite for benefits is that your physical or mental capabilities are, due to the accident, permanently impaired (invalidity). An impairment is permanent if it can be expected to last for longer than three years and no change in the condition can be expected to take place.

The invalidity must have appeared within 15 months of the accident and must have been established by a doctor's written diagnosis within 21 months of the accident and you must have lodged a claim with us in writing.

1.1.1 The level of benefits is determined in accordance with the insurance sum and the level of invalidity. The following stipulated degrees of invalidity apply (to the exclusion of evidence supporting a higher or lower level of invalidity) in cases of the loss or functional disability of

an arm at the shoulder joint	70%
an arm to above the elbow	65%
an arm to below the elbow	60%
a hand at the wrist joint	55%
a thumb	20%
an index finger	10%
some other finger	5%
a leg above the middle of the thigh	70%
a leg up to the middle of the thigh	60%
a leg up to just below the knee	50%
a leg up to the middle of the lower leg	45%
a foot at the ankle joint	40%
a big toe	5%

some other toe	2%
an eye	50%
hearing in one ear	30%
the sense of smell	10%
the sense of taste	5%

In cases of partial loss or functional impairment of one of these parts of the body or sensory organs a corresponding portion of the percentage rate will be taken.

- 1.1.2 In the event of loss or impairment, due to the event covered by the insurance, of parts of the body or sensory organs not listed above, the deciding factor shall be the extent to which normal physical or mental capability is impaired, this assessment being restricted solely to consideration of the medical aspects.
- 1.1.3 If, due to the event covered by the insurance, several physical or mental functions are impaired, the above-mentioned degrees of invalidity are added together. A total value exceeding 100% will not, however, be accepted.
- 1.1.4 If, as a result of the event covered by the insurance, a physical or mental function that had already been permanently damaged is again affected, a deduction corresponding to the value of the prior invalidity will be made. This will be assessed on the basis of the degrees of invalidity in accordance with point 1.1.1.
- 1.1.5 If, due to accident, death occurs within one year of the event covered by the insurance, no claim for invalidity benefit will be recognized.
- 1.1.6 If the insured person dies within one year of the event covered by the insurance for reasons unconnected with accident, or (irrespective of the cause) more than 1 year after the accident, and a claim for invalidity benefit based on section point 1.1.1 existed, we will pay benefits according to the degree of invalidity which would have to have been calculated, based on the most recent medical diagnoses.

1.2 Progressive Grading in Cases of More than 25% Invalidity

If, excluding the influences of illness and other afflictions based on assessment in accordance with point 1.1, an accident gives rise to permanent physical or mental impairment to a value of more than 25 %, the following applies:

- 1.2.1 For each percentage point by which the accident-related degree of invalidity exceeds the 25% mark, HanseMerkur will pay an additional 2% from the insurance sum.
- 1.2.2 For each percentage point by which the accident-related degree of invalidity exceeds the 50% mark, HanseMerkur will pay a further additional 2% from the insurance sum.
- 1.2.3 Such additional performance will be limited in each case (i.e. per insured person) to a maximum of EUR 150,000. If the insured person has other active accident insurance policies with HanseMerkur Reiseversicherung AG, the maximum amount shall apply to all insurance contracts taken collectively.

In cases of invalidity these special conditions have the following specific implications:

IG*	VS*	IG*	VS*	IG*	VS*	IG*	VS*
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 = The accident-Related Degree of Invalidity in %

VS = Benefit Paid from the Insurance Sum in %

1.3 Benefits in Cases of Death

If an event covered by the insurance leads to the death of the insured person within one year, the heirs are entitled to benefit payments as specified for cases of death. As regards special obligations, we make reference to point 4.3.

1.4 Benefits Paid for Rescue and Recovery Costs

If the person insured by the HanseMerkur insurance group has several accident insurance policies, the following costs must be claimed from one of these contracts only. If the insured person has met with an accident covered by the insurance policy, we will reimburse the costs incurred – up to the contractually stipulated amount – for

- 1.4.1 the search, rescue and recovery measures undertaken by public or private rescue services, provided it is customary to invoice such fees;
- 1.4.2 transport of the injured person to the nearest hospital or to a special clinic, if this is medically required and is prescribed by a doctor;
- 1.4.3 additional costs for the return of the injured person to his or her permanent place of residence, provided these additional costs result from medical prescriptions or are unavoidable because of the type of injuries incurred;
- 1.4.4 transportation to the last permanent place of residence, in cases of death;
- 1.4.5 deployment in keeping with point 1.4.1, if you have not suffered an accident but were in immediate danger of doing so, or if this was at least to be feared in the given circumstances.

1.5 Benefits Paid for the Costs of Cosmetic Surgery

- 1.5.1 If, as a consequence of an accident covered by the insurance, the exterior of the insured person has been damaged or deformed such that, after completion of the medical treatment the outer appearance of the insured person has been permanently impaired, and if the insured person decides to undergo cosmetic surgery aimed at correcting this impairment, we will bear the one-time costs associated with the operation and the clinical treatment for doctors' fees, medicaments, dressings and bandaging and other medically prescribed remedies, as well as the costs of accommodation and catering in the clinic, up to the level of the agreed insurance sum. The front teeth and incisors visible when the mouth is open are not included in the term "outer body".
- 1.5.2 The operation and the clinical treatment of the insured person must have been undertaken and completed within a period of 3 years as from the date of the accident. If, at the time of the accident, the insured person has not yet reached the age of 18, the costs will be reimbursed even if the operation and the clinical treatment has not been completed within this deadline, but is completed before the insured person reaches the age of 21.
- 1.5.3 Costs not reimbursed are those for food and semi-luxury items, for health cures and convalescence trips, and for nursing care, unless the deployment of professional hospital nursing staff has been prescribed.

2. When is an event covered by the insurance?

2.1 Damage to Health as a Result of an Accident

An event covered by the insurance in this sense occurs when the insured person suffers a sudden external influence exerted on his or her body (an accident) resulting in unintended damage to the health of the insured person. In extension the insurance cover also provides for typical diving-type damage to one's health, such as caisson disease (decompression sickness) or eardrum injury without any

accident – i.e. a sudden external influence exerted on the body – having taken place.

2.2 Strains and Torn Ligaments

An event covered by the insurance, as used in this sense, also covers situations in which, due to increased force on the limbs or spinal column, a joint is sprained or dislocated, or muscles, tendons, ligaments or capsules are wrenched or torn.

2.3 Drowning or Suffocating

The term accident, as used in point 2.1, also covers death by drowning or suffocating underwater while scuba-diving.

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

3.1 In which cases are no benefits paid?

We pay no benefits for:

- 3.1.1 accidents due to mental disorders or to impaired consciousness, even if attributable to drunkenness or to drug consumption, or due to stroke, epileptic attack or other forms of seizure that affect the entire body of the insured person. Insurance cover is provided, however, if such disturbances or attacks are caused by an accident covered by this contract.
- 3.1.2 accidents suffered by the insured person as a consequence of his or her wilful participation, or attempted participation, in a criminal offence.
- 3.1.3 accidents caused directly or indirectly by acts of war or civil war, or in connection with terrorist attacks. Insurance cover is provided, however, if the insured person is unexpectedly affected by acts of war or civil war while travelling abroad. This extension of the insurance cover does not apply, however, to journeys in or through countries within the territories of which war or civil war prevailed at the time of setting off on the journey. It also fails to hold for active participation in war or civil war, as well as for accidents involving ABC (atomic, biological or chemical) weapons.
- 3.1.4 accidents suffered by the insured person as an aircraft pilot (including the piloting of a sports aircraft or vehicle), if a permit or licence for this is required by German law, or as a member of the crew of an aircraft with some causal association to the operation of an aircraft.
- 3.1.5 accidents suffered by the insured person during an activity requiring the help of an aircraft.
- 3.1.6 accidents suffered by the insured person during the use of spacecraft; insurance cover is provided, however, as the passenger of an airline.
- 3.1.7 accidents suffered by the insured person as the driver, the co-driver or a passenger of a motorized vehicle participating in driving events, including related training runs geared to maximizing speed.
- 3.1.8 accidents caused directly or indirectly by nuclear energy.
- 3.1.9 accidents suffered by the insured person while at work.
- 3.1.10 damage to health caused by radiation, as well as damage to health due to healing measures or surgery applied to the body of the insured person. Insurance cover is provided, however, if healing measures or surgery, including diagnostic and therapeutic radiation, is required due to an accident covered by this contract.
- 3.1.11 damage to health due to infection. This is also excluded if the infection is caused by insect stings or bites, or by other minor damage to the skin or mucosa, through which infectious germs gained access to the body, whether immediately or at some later date. Insurance cover is provided, however, for rabies and tetanus, as well as for infections that gain access to the body due to accident injuries and are not excluded in the context of sentence 1. Insurance cover is also provided for infections caused by healing measures or surgery – as well as diagnostic and therapeutic radiation – made necessary by an accident covered by this contract.
- 3.1.12 abdominal or lower-abdominal hernias. Insurance cover is provided, however, if the said condition is caused by a violent, external influence of the sort covered by the terms and conditions of this contract.
- 3.1.13 damage to intervertebral discs, bleeding of internal organs or cerebral haemorrhage. Insurance cover is provided,

however, if an accident covered by this contract is the main cause.

3.1.14 pathological disturbances caused by psychological or emotional reactions, regardless of their origins.

3.1.15 poisoning as a result of the intake of solid or liquid substances via the throat.

3.2 What effect does illness or affliction have?

If illness or affliction has contributed towards the damage suffered by the insured person's health, or to consequences arising therefrom, the benefit payment will be reduced to reflect the significance of the illness or affliction, provided its contribution is held to account for at least 25%. If illness or affliction have played a role in the damage to health brought about by the accident or in subsequent consequences, no entitlement to benefit shall exist if its contribution is held to account for more than 50%.

4. What (obligations) must be taken into account in connection with travel-accident damage?

– Supplements to point 5 of the General Part –

4.1 Consult a Doctor Immediately

The insured person must consult a doctor immediately after having had an accident for which benefit may presumably be claimed. The

insured person must follow the medical advice received and must also make efforts to minimize the consequences of the accident.

4.2 Examination by Doctors Appointed by Us

The insured person must permit doctors appointed by us to examine him/her. We will bear the necessary costs, including any resulting loss of earnings.

4.3 Notification in Cases of Death

If the accident results in the death of the insured person, we must be informed of this by the heirs or by the other legal successors within 48 hours, even if notification of the accident as such has already been given. We must be accorded the right to have an autopsy undertaken by a doctor commissioned by us.

4.4 Consequences of Non-Compliance with Obligations

The legal consequences of any violation of these obligations are stipulated under point 5.5 of the General Part.