

Insurance terms for liability and accident insurance - Young Travel
VB-RS 2013 (YT-In)

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.

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

Section I. Overview of benefits

The exact wording of the insured benefits and incidents can be found under the cited items in section III. Description of benefits.

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 | | | |
| Damage caused by you | | Compact | Comfort |
| 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 | Deportation costs | 1,000.00 EUR | EUR 5,000 |
| 2.5 | Loss of keys | - | EUR 250 |
| Deductible | | | |
| In the case of item 2.2 and item 2.4, 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 | | |

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 in the Federal Republic of Germany in order to take part in such training measures and insofar as they are a citizen of a foreign country and have a permanent residence abroad.
- 1.3 Persons who are permanently dependent on care and whose participation in general everyday life is permanently excluded cannot be insured and will not be insured, even if contributions are paid. In terms of such a classification, the mental state and objective standard of life of the person in particular shall be taken into account. Persons dependent on care are those who rely preponderantly on the assistance of third persons to carry out everyday activities.
- 1.4 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 take out an insurance contract can be made at any time for the entire (remaining) duration of the stay in the Federal Republic of Germany.
- 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.

2.2 Inception

The coverage begins on the date cited on the insurance certificate (contract inception), but not before the insurance contract has become effective and not before arrival in the Federal Republic of Germany.

2.3 Term

- 2.3.1 The application for conclusion of an insurance contract must be submitted for the entire stay. 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 arising 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 in the Federal Republic of Germany;
- 2.4.4 if the prerequisites for a temporary stay in the Federal Republic of Germany or abroad are no longer met;
- 2.4.5 if the insured person no longer meets the eligibility criteria.

3. Scope of the coverage

- 3.1 The coverage only applies to insured persons staying in the Federal Republic of Germany temporarily. No coverage exists if an insured event occurs in the insured person's home country (exception according to item 3.2). The home country within the meaning of these contractual terms is the country in which the insured person has their permanent residence and/or of which the insured person is a citizen.
- 3.2 Coverage also applies for the insured person worldwide outside of the Federal Republic of Germany and the home country during a temporary trip.

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, the insurance company is 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, the insurance company 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, the insurance provider may terminate the contract if the policyholder has been informed of this in the payment request.
- 4.2.3 If the insurance company provides 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 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.

5.3 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, 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 shall make an advance payment and will contact the other insurance company directly regarding sharing of costs. We will refrain from sharing costs with a private health insurance company if this results in disadvantages for the insured person, e.g. contribution is not reimbursed.

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

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, dining rooms, communal bathrooms) rented temporarily for private use as accommodation during the trip up to the amount cited in the overview of the benefits.

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 Deportation costs

Coverage exists in the event of deportation of an insured person to their home country ordered by the authorities of the Federal Republic of Germany. The coverage for deportation costs shall only exist if the deportation is ordered by the authorities within the insured period and the period of the contract with the host family and within the period of stay cited in the residence permit or visa.

In the case of an insured event, we pay compensation for proven additional costs (deportation costs) asserted against the policyholder (host family) in accordance with §§ 765, 773 German Civil Code (BGB) in conjunction with §§ 82 para. 2, 83 and 84 Law on Foreign Nationals (Ausländergesetz) up to the amount stipulated in section I.

2.5 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 overview of the benefits, 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 overview of the benefits, 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 item 6.5. of section II.

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 three 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 practitioner 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.
- 3.1.14 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 item 6 in the general section -

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 item 6.5. of section II.