

**Terms & Conditions for travel health insurance**

**VB-KV 2014 (JRV)**

**§ 1 Insured persons and eligibility for insurance**

Insured persons are those persons named in the insurance certificate.

Newborn children of insured persons are insured on completion of birth. This is valid insofar as they are insured with HanseMerkur retrospectively within 2 months of birth and no other insurance cover applies.

The following are eligible for insurance:

1. Persons resident in the Federal Republic of Germany.
2. Families; families are deemed to comprise a minimum of 2 individuals sharing a household. Up to 2 adults and children up to the age of 21 years can be insured.

**§ 2 Conclusion and termination of the insurance contract**

1. You may conclude the insurance contract at any time. The insurance contract starts at the agreed time and is concluded for the duration of one year. The contract is automatically renewed for an additional year respectively if neither you nor HanseMerkur cancel the contract in writing 3 months before expiry.
2. The above is without prejudice to statutory provisions regarding the right of extraordinary termination.
3. The insurance contract ends upon your death or when you cease to reside in the Federal Republic of Germany. Notwithstanding this, insured persons may continue the insurance contract for a term of 2 months following your death or departure from the Federal Republic of Germany by naming a future policyholder.

**§ 3 Premium**

1. Payment of the first premium
  - a) The first premium falls due for immediate payment upon your receiving the insurance certificate and the premium calculation.
  - b) If the premium is not paid in a timely manner and payment is made at a later date, cover does not commence until said later date. Notwithstanding this, the above applies only if you are responsible for non-payment and if HanseMerkur has separately notified you of such a consequence in writing, e.g. in the insurance certificate.
  - c) If payment of the first premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. Notwithstanding this, the above applies only if you are responsible for non-payment.
2. Payment of subsequent premiums
  - a) Each subsequent premium is valid for one insurance year and falls due at the start of the insurance year.
  - b) If you fail to pay subsequent premiums in a timely manner, HanseMerkur may demand payment in writing and set a payment deadline of at least 2 weeks. If you have not paid by the end of the payment deadline, cover will cease from this point until payment, and HanseMerkur may cancel the contract. Notwithstanding this, the above applies only if HanseMerkur has notified you of such a consequence together with the demand for payment.
  - c) The contract will continue to apply if HanseMerkur cancels and you pay the requested amount within one month of receipt of the notification. Notwithstanding this, no cover will apply for insured events occurring between point of cancellation and receipt of the payment.
3. Amount of premium
 

The schedule of premiums provides information on the amount of premium for individuals or families. Contributions are paid in instalments, which are determined based on the age of the insured person.

  - a) If you no longer constitute a family within in the meaning described above, HanseMerkur will, on the next payment date, amend your amount of premium from the family insurance rate to the rate for individual

insurance policies. Insured children are changed to the rate for individual insurances valid in the insurance year in which they reach 21 years of age. When the insured person turns 65 years of age, on the next payment date, HanseMerkur changes their contribution level. You will not receive separate notification of this switch.

- b) Whenever the amount of your premium changes, you may give notice of termination of contract within 2 months of such a change to take effect when the change becomes effective.

4. Collection of premiums

If premiums are collected from an account, this is done immediately after authorisation for direct debit is given. A payment is deemed to have been made in a timely manner if the premium can be collected on the day of payment and you do not object to the collection of the payment. If the premium cannot be collected by us for reasons which are not your fault, payment will still be deemed to have taken place in a timely manner if instigated immediately upon receipt of a demand for payment from HanseMerkur.

**§ 4 Scope of application, inception, term and end of the coverage**

1. The coverage applies abroad and worldwide. The state territory of the Federal Republic of Germany and the state territory in which the insured person is resident are not deemed to be abroad.
2. Insurance cover begins upon entering the foreign country after the contract has been concluded. If the contract is only concluded after entering the foreign country, the insurance cover is only valid for future trips.
3. Cover applies to any number of temporary trips within one year. If a trip exceeds 56 days, compensation for services will only be valid for the first 56 days of the trip. If the insurance year should finish during the trip, insurance cover will still apply provided you have not cancelled the contract, or you have delayed the return journey for reasons not covered under this insurance policy.
4. Insurance cover ends upon re-entry into Germany, or re-entry into the country in which the insured person is resident.

**§ 5 Subject of the coverage and scope of the payment obligation**

1. An insured event is the medically necessary curative treatment of an insured person due to illness or the consequences of an accident. The insured event starts with treatment and ends once there is no longer medical evidence of the need for treatment. A new insured event occurs if medical treatment needs to be extended to encompass an illness or consequence of an accident not causally related to that previously treated. An insured event also includes the medically necessary treatment due to complaints during pregnancy, premature births up to the 36th week of the pregnancy, miscarriages, medically necessary abortions and death.
2. Whilst abroad, the insured person is permitted to use the services of any legally recognised and approved doctor, dentist, non-medical practitioner, chiropractor, osteopath and hospital. Requirements are met provided the corresponding service invoices in accordance with statutory regulations governing the fees - where applicable - or in accordance with local regulations.
3. HanseMerkur pays benefits for examination or treatment methods and for medicines that are fully or largely accepted by traditional medicine. In addition, we pay for methods and medication, which have become established in practice as equally promising or which are used because no traditional medicine methods or medication are available (e.g. curative treatments and prescriptions according to the special therapeutic approaches homoeopathy, anthroposophical medicine and physiotherapy). HanseMerkur may at any time reduce benefits to the amount that would have been

incurred had existing traditional methods or medicines been used.

### **I. Costs of curative treatment abroad**

If an illness arises or an accident occurs during a trip, HanseMerkur will compensate for all costs of curative treatment incurred abroad. Medical treatment within the meaning of the present Terms and Conditions of Insurance means the following necessary treatment:

1. outpatient treatment, pregnancy treatment, childbirth up to the end of 36th week of the pregnancy (premature birth), treatment due to miscarriages or medically necessary abortions;
2. pain-relieving, preservative dental treatment, including simple dental fillings, provisional dental prostheses and repairs of existing dental prostheses;
3. in-patient treatment that cannot be postponed, to the extent that this is performed in a facility approved and certified as a hospital in the country of stay, is under permanent medical supervision, has sufficient diagnostic and therapeutic options and maintains hospital files;
4. medicines and dressings prescribed by a physician, dentist, alternative practitioner, chiropractor or osteopath
  - a) (medicines do not include nutriments and tonics or cosmetic supplements - even if these are medically prescribed);
  - b) radiation, light and other physical therapies;
  - c) massages, medicinal packages, inhalations and physiotherapy;
  - d) simple aids to ensure provisional care during the insured trip. HanseMerkur will reimburse the rental charge for such aids. If a loan is not possible, HanseMerkur will reimburse the purchase price. HanseMerkur does not reimburse the costs of visual and hearing aids.

### **II. Provision of information**

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

### **III. Care services**

1. Companion for children in hospital  
If an insured child up to the age of 18 is treated as an inpatient, HanseMerkur will reimburse the cost of accommodating one accompanying person at the hospital.
2. Travel supervision for children  
HanseMerkur will organise and pay for the supervision of the child under the age of 18 years, who will undertake the trip alone or cancel it. This is valid provided the supervising person(s) is/are not knowingly commencing or ending a trip owing to an insurance claim.
3. Dispatch of medicines  
If a medicine prescribed by a doctor is lost on the trip, HanseMerkur will consult with the family doctor to supply and send this medicine to the insured person. The costs of replacement medicines must be paid back to HanseMerkur within one month of returning home.
4. Hospital visit  
If it is certain that the insured person will have to stay in hospital for more than 5 days, HanseMerkur will on request organise the journey of a family member to the site of the hospital and back to the place of residence. It will also reimburse the cost of the outward and return journey involved. This requires the hospital stay not to have ended by the time that the associated person arrives.
5. Hotel costs

If a booked stay is disrupted or extended as a result of the hospital stay, HanseMerkur will reimburse the insured person and travelling persons also insured under the terms of the policy for additional overnight costs for up to 10 days. This amount is limited to EUR 2,500.

### **IV. Recovery/transport/transfer/funeral costs**

1. Recovery costs  
If the insured person suffers an accident and requires search and rescue or recovery services, HanseMerkur will cover costs incurred up to the amount of EUR 5,000.
2. Transport  
HanseMerkur will reimburse the cost of transporting patients for treatment at the nearest suitable hospital or with the nearest suitable physician and reimburse the cost of return transport back to the patient's accommodation.
3. Repatriation  
HanseMerkur will organise and reimburse the costs of transport back to the nearest suitable hospital at the insured person's place of residence, to the extent that one of the following conditions is met:
  - a) The repatriation is medically advisable and reasonable.
  - b) The prognosis of the doctor in charge is that the hospital stay abroad would probably be of more than 14 days' duration.
  - c) Further medical treatment abroad is likely to be more expensive than the repatriation.HanseMerkur will also pay the costs of a travelling person also insured under the terms of the policy to the extent that this attendance is medically necessary, officially stipulated or specified by the company performing the transport. It will organise and pay the additional costs of transporting back any luggage.
4. Repatriation of deceased persons  
HanseMerkur will organise and pay for the repatriation of the mortal remains of deceased persons to the permanent place of residence.
5. Funeral abroad  
HanseMerkur will organise and pay the costs of a funeral abroad up to the amount that would have been incurred for a repatriation of mortal remains.

### **Subsequent benefits abroad**

If illness during the stay abroad makes necessary curative treatment exceeding the end of the coverage because the journey back is no longer possible as a result of an inability to travel, for which evidence has been provided, benefits must be paid under these conditions (including for a transport back if this becomes necessary) until the ability to travel is restored.

### **VI. Phone costs on contacting the emergency centre**

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

### **VII. Compensation for expenses**

If all medical treatment costs prior to the claim with HanseMerkur are submitted to another provider/insurer, and this is conveyed in the compensation of costs, HanseMerkur will pay a hospital daily benefit in the event of inpatient treatment for up to 14 days in the amount of EUR 50 per day. In the case of outpatient treatment (regardless of the number of treatments and diseases), HanseMerkur will pay an additional one-off amount of EUR 25.

### **VIII. Alternative hospital daily benefits**

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

### **§ 6 Restrictions on coverage**

1. Restrictions on benefits  
HanseMerkur may reduce benefits to a suitable amount if treatment exceeds what is medically necessary or if the costs of medical treatment exceed the usual local amount.
2. Exemption from performance  
HanseMerkur does not pay benefits for the following:

- a) treatments which were the sole reason or one of the reasons for embarking upon the trip;
  - b) treatments in respect of which it was clear before commencement of the trip that such treatments would have to be performed if the trip took place due to the fact that a medical condition had already been diagnosed by a physician. An exception in this regard is made if the trip took place due to the death of a spouse or a first-degree relative;
  - c) medical conditions including the consequences of such conditions and the consequences of accidents which are caused by foreseeable war events and an active participation in violent acts during unrest. War events and civil unrest are deemed foreseeable if the Foreign Office of the Federal Republic of Germany releases a travel warning for the relevant country before the start of the trip;
  - d) diseases and accidents caused intentionally including their consequences;
  - e) health resort and sanatorium treatments and rehabilitation measures. Notwithstanding this, cover applies if such treatments follow insured inpatient hospital treatment due to a severe stroke, severe heart attack, or severe skeletal disease (spinal disc operation, hip prosthesis) and serve to reduce the length of stay in an acute-care hospital. HanseMerkur must be informed of the planned stay and approve such benefits in writing before the start of treatment;
  - f) withdrawal measures including withdrawal treatment;
  - g) outpatient treatment at a spa or health resort. This restriction does not apply if medical treatment becomes necessary due to an accident occurring in such a facility. This restriction does not apply to medical conditions in circumstances where the insured party is only at a spa town or health resort temporarily and is not attending for treatment;
  - h) treatment provided by a spouse, parents, children or by individuals sharing accommodation with the insured person in their own or in a host family. Material expenses will be reimbursed where evidence can be provided;
  - i) diseases including their consequences as well as the consequences of accidents which are caused by nuclear power or higher authority interventions;
  - j) treatment or accommodation made necessary because of infirmity, a need for care or custody;
  - k) psychoanalytical and psychotherapeutic treatment;
  - l) pivot teeth, inlay fillings, crowns, orthodontic treatment, preventive treatment, occlusal appliances and tracks, functional analytical and functional therapeutic services and implantological dental services;
  - m) immunisations or preventative measures;
  - n) Organ donations and the consequences of such donations.
3. Malicious deceit  
HanseMerkur will not pay benefits in circumstances where you or the insured person maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit.

### § 7 General obligations and consequences of breach of obligations

1. Duty to minimise costs  
You and the insured person are required to keep the damage to a minimum and avoid everything that might result in an unnecessary cost increase.  
We must agree to the transport back to the place of residence or the hospital nearest the place of residence if the insured person is able to travel, if HanseMerkur approves the transport back according to the type of illness and the required treatment.
2. Immediate contact  
In the event of inpatient treatment, you or the insured person must immediately contact HanseMerkur's worldwide emergency service. This is to take place prior to diagnostic and therapeutic measures.
3. Duty to provide information

The claim notification that HanseMerkur sends must be filled out correctly by you or the insured person and returned immediately. If HanseMerkur deems this to be necessary, the insured person is obligated to be examined by a physician commissioned by them.

4. Duty to provide evidence  
You or the insured person are obliged to provide the following evidence:
  - a) Original receipts containing the name of the person treated, the name of the medical condition and the details of the services provided by the treating physician according to type, location and treatment period. If other cover in place for medical treatment costs is used first, invoice copies with reimbursement notes will constitute sufficient evidence;
  - b) Prescriptions together with the physician's invoice and invoices for medicines and aids;
  - c) Proof of the costs incurred for arranging the return journey, provided the requirement for the return journey was deemed necessary. A note from the treating doctor abroad is also to be provided, which clearly states a medical requirement for repatriation;
  - d) an official death certificate and a physician's note stating the cause of death, if payment is to be made for transport or funeral costs;
  - e) additional evidence and receipts requested by HanseMerkur to check its payment obligation if it is reasonable for you to provide such documents.
 These receipts will be considered the property of HanseMerkur.
5. Obligation to secure compensation claims against third parties
  - a) If you or the insured person is entitled to a compensation claim against a third party, this entitlement is passed on to HanseMerkur to the extent that it compensates for the damage. The compensation claim or right to this claim must be safeguarded under observance of the valid form and deadline requirements and, if necessary, help to implement this.
  - b) If the compensation entitlement is against a person, with whom you or the insured person lived in a common household when the damage occurred, the transfer cannot be asserted, except if this person has wilfully caused the damage.
  - c) The claims of the policyholder or the insured person against health workers due to disproportionate fees are passed to HanseMerkur in the legal extent, to the extent that it paid compensation for the relevant invoices. If required, you or the insured person are obligated to assist in enforcing these entitlements. Furthermore, you and the insured person are obligated, where necessary, to submit written notification to HanseMerkur.
6. Consequences in the case of non-compliance with obligations

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

In the case of grossly negligent breach of an obligation, HanseMerkur is entitled to reduce benefits in accordance with severity of fault. If you or the insured person provide evidence that the obligation was not violated in gross negligence, the coverage continues.

### § 8 Payment of the insurance benefit

1. Costs in foreign currency  
HanseMerkur converts costs incurred in a foreign currency into Euros using the rate on the day when it received the receipts. The official currency exchange rate applies, except if you acquired the foreign currency for paying the invoices at a less favourable rate.
2. Due date of our payment  
As soon as HanseMerkur has received evidence of the insurance and premium payment and has determined its payment obligation and the amount of the compensation, payment will be effected within two weeks at the latest. You may request a suitable advance payment in circumstances where the payment obligation has been

determined but the amount of the compensation cannot be determined within one month of receiving a claim.

If official inquiries or criminal law proceedings are initiated against you or an insured person in connection with an insured event, HanseMerkur may postpone settlement of a claim until such proceedings have been completed and have legal force.

3. Compensation from other insurance contracts

If compensation from a different insurance contract can be claimed in the case of an insured event, the other contract takes precedence over the present Agreement. This also applies if subordinate liability has already been agreed in such insurance contracts and regardless of when the other insurance contract was concluded. If you report the insured event to HanseMerkur first, HanseMerkur will make an advance payment and will contact the other insurance company directly regarding sharing of costs. HanseMerkur 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.

4. Legal services

If the insured event requires the services of a legal practitioner, accident or pension insurer to provide medical or accident care, HanseMerkur will be responsible for approaching these services. If the insured event is reported

to HanseMerkur first, it makes an advance payment within the scope of its contractual obligations. Upon request, the insured person is required to hand over to HanseMerkur its entitlement to benefits with regards to these legal service providers in the amount of the entitled compensation.

Claims for daily hospital benefits remain unaffected.

**§ 9 Applicable law, limitation period, application for insured persons**

The present Terms and Conditions of Insurance are further governed by the German Insurance Act and by the Law of the Federal Republic of Germany to the extent that this is not in contradiction to international law. Claims under this insurance contract have a limitation period of three years. The period of limitation begins at the end of the year in which the benefit can be requested. If you or the insured person have reported a claim, the period of limitation is postponed until such time as you receive a decision from HanseMerkur in writing.

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

**§ 10 Declarations of intent and notifications**

Declarations of intent and notifications made to HanseMerkur must be in writing (letter, fax, e-mail, electronic data media, etc.).