

**Terms & Conditions Germany Cover for foreign guests**  
**VB-RKS 2016 (DsaG)**

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

Your Terms and Conditions of Insurance comprise two sections.

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

**A: General Section**

(valid for all insurance policies specified in Section B)

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

A insurance policy must be concluded at least 30 days before the start of the trip. If there are 30 days or fewer between the booking and the start of the trip, the insurance policy must be concluded no later than the 3<sup>rd</sup> working day following the booking of the trip. The contract must be concluded before the start of the trip and for the entire duration of the trip.

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

**2. When does the insurance cover start and end?**

1. Your insurance cover starts with the conclusion of the contract for the travel cancellation insurance. It ends with the first claim of a benefit for the insured arrangement.

For the other insurance types, the insurance cover starts with the first claim of a benefit for the insured arrangement and ends at the agreed time, though at the latest after 31 days and no later than the end of the trip.

2. Insurance cover is extended beyond the agreed time if the planned end of the trip is delayed for reasons that are not your responsibility.

**3. When does the premium fall due for payment?**

1. The premium falls due for payment immediately upon conclusion of contract.

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

**3. If the premium is not paid in a timely manner and payment is made at a later date, cover does not commence until said later date. HanseMerkur is not required to pay benefits if the premium has not been paid when an insured event occurs.**

4. If payment of the premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. HanseMerkur may not withdraw from the contract if you are able to demonstrate that you are not responsible for the failure to pay.

**4. Who is insured?**

The persons named in the policy schedule or the group of people specified in the insurance certificate are covered by the insurance policy.

**5. To which trips does cover apply?**

The insurance cover applies to non-German guests travelling within Germany.

**6. In which cases does HanseMerkur not pay benefits?**

HanseMerkur does not pay benefits if:

1. you maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit;

2. you act with intent in causing the damage.

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

1. Keep the damage to a minimum and avoid everything that might result in an unnecessary increase in cost.

2. You must provide all information regarding the insured event truthfully and in full. You must fully complete and return the claim form sent to you. Any receipts and relevant information additionally requested by HanseMerkur must be provided in the same way.

3. Compensation claims against third parties are covered by HanseMerkur to the amount of the payment made according to the legal provisions. HanseMerkur is required to ensure that you do not suffer any disadvantage in this regard. If necessary, you are required to assist with the assertion of the compensation claim.

4. HanseMerkur is no longer required to pay benefits if you act with intent in breaching one of the above obligations. In the case of grossly negligent breach of an obligation, HanseMerkur is entitled to reduce benefits in accordance with severity of fault. Cover will remain in place if you are able to demonstrate that you did not act in a grossly negligent manner in breaching the obligation.

**8. When does HanseMerkur pay compensation?**

1. Payment will be effected within 2 weeks in circumstances where HanseMerkur has determined its duty to pay and identified the amount payable.

2. HanseMerkur converts costs incurred in a foreign currency into euros using the exchange rate on the day when it received the relevant receipts. The official currency exchange rate will apply insofar as you have not acquired the foreign currency to pay the invoices at a less favourable rate. HanseMerkur may deduct from the benefits any additional costs incurred by making transfers abroad or by using certain particular forms of transfer requested by you.

3. Payment obligations from other insurance contracts and state insurance providers take precedence over HanseMerkur's duty to provide insurance cover. HanseMerkur will make an advance payment if it is the first body to which the insured event is reported. HanseMerkur will waive the sharing of costs with a private health insurance company if this results in disadvantages for the insured person, e.g. loss of contribution refund.

**9. Which law applies?**

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

**10. What is the limitation period for my claims?**

Claims under this insurance contract have a limitation period of 3 years. The period of limitation begins at the end of the year in which the benefit can be requested. If you have reported a claim, limitation is postponed until such time as you receive a decision from HanseMerkur in writing.

**11. Which court is responsible?**

Claims against HanseMerkur may be asserted in Hamburg or at the relevant court at your permanent place of residence or, in

the absence of any permanent place of residence, at your usual place of residence at the time when you bring a claim.

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

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

## B: Special Section

### Travel cancellation insurance

#### 1. Which sum must be insured?

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

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

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

#### 3. Which events are insured?

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

#### 4. Who are the insured persons?

Insured persons are as follows.

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

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

##### 1. Reimbursement of cancellation costs

HanseMerkur will reimburse you for the contractually owed cancellation costs if you do not embark upon a trip or attend a seminar or for the price of entrance tickets if you do not attend an event. This additionally includes an agency fee of up to EUR 100 per person or per rental property.

##### 2. Reimbursement of additional costs of outward journey

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

##### 3. Reimbursement of rebooking costs

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

##### 4. Reimbursement of single room supplements

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

#### 6. Which cover restrictions do I need to consider?

##### 1. Pre-existing conditions

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

##### 2. Psychological reactions

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

##### 3. Foreseeability

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

##### 4. War and other incidents

HanseMerkur does not cover if the insured event was caused by: war, civil war, incidents similar to war, civil unrest, strike, nuclear power, impoundment, withdrawal or other higher

authority interventions, or active participation in violent acts during public meetings or demonstrations.

#### **7. When does excess need to be paid?**

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

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

##### 1. Immediate cancellation

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

##### 2. Evidence of the amount of damage

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

##### 3. Evidence for insured events

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

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

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

### **Holiday guarantee (travel curtailment insurance)**

#### **1. Which sum must be insured?**

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

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

HanseMerkur pays benefits if you or another person covered under the policy are affected by an insured event and you are as a result unable reasonably to complete the insured arrangement on the scheduled date.

#### **3. Which events are insured?**

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

#### **4. Who are the insured persons?**

Insured persons are as follows.

1. Persons who have booked a trip with you. This does not apply if more than 6 persons or, in the case of family tariffs, if more than 2 families book a trip together.
2. Your relatives and the relatives of your spouse or life partner. Such relatives include children, adopted children,

step-children, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.

3. Persons looking after non-travelling minors or care-dependent relatives of an insured person.
4. Accompanying persons on group trips to the extent that the cover has been separately agreed (e.g. trips with teachers, parents, skippers)

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

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

##### Additional return journey and accommodation costs

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

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

#### **6. Which cover restrictions do I need to consider?**

##### 1. Pre-existing conditions

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

##### 2. Psychological reactions

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

##### 3. Foreseeability

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

##### 4. War and other incidents

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

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

#### **7. When does excess need to be paid?**

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

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

##### 1. Evidence of the amount of damage

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

##### 2. Evidence for insured events

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

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

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

### **Travel health insurance**

#### **1. In General**

2. An event covered by the insurance is medical treatment required by an insured person due to illness or consequences of an accident. The insured event begins with the required medical treatment and ends at that point in time at which no further medical treatment is required, as medically confirmed. If the medical treatment has to be

extended to an illness or to accident consequences not causally related to the previously administered treatment, this constitutes the existence of a new event covered by the insurance. Other events covered by the insurance include

- a) examination and required medical treatment due to pregnancy, unless the patient was already pregnant prior to the commencement of insurance cover;
  - b) death.
3. In the Federal Republic of Germany, the insured person may be treated by the licenced doctors and dentists of his/her choice.
  4. Medicine, dressings, medical supplies and adjuvants must be prescribed by the attending medical professionals referred to under item 4, and the medicine must be obtained from a pharmacist's. Foodstuff and restoratives, mineral water, disinfectants and cosmetics, dietary and baby food, etc. do not qualify as medicine – even if prescribed as such.
  5. Should in-patient hospital treatment be medically required, the insured person may freely choose from among public and private hospitals that provide permanent medical supervision, have adequate diagnostic and therapeutic facilities, keep records of clinical histories, and neither offer cures and sanatorium therapy, nor accept convalescents.
  6. Within the scope of the contract, the insurance company pays for examination, treatment and medicaments that are widely approved by classical medicine. It also pays for treatment and medicaments that have proven to be just as successful in practice, or are used when no classical methods of treatment or medicaments are available. In such cases, however, the insurance company is entitled to reduce the benefits paid to the level that would have been due had such methods and medicine been available.
  7. Within the limits of the contract, the insurance company pays for transportation and funeral costs in the event that an insured person dies as a result of an event covered by this contract.

## **II. Costs of Medical Treatment**

1. The insurance company reimburses the insured person
  - a) subject to a deductible contribution of EUR 25 per event covered by the individual insurance, for the necessary costs of medical treatment incurred. The deductible contribution does not apply to the group insurance;
  - b) during the insured person's stay in Germany, for the necessary costs of medical treatment incurred up to the so-called threshold value of the scale of fees valid in Germany for doctors "Gebührenordnung für Ärzte (GOÄ)" and dentists "Gebührenordnung für Zahnärzte (GOZ)". These threshold values for benefits are
    - for GOZ, a factor of 2.3 times the listed rate,
    - for GOÄ, according to no. 437 and section M (laboratory costs), a factor of 1.15 times the listed rate,
    - according to sections A, E and O (technical performance), a factor of 1.8 times the listed rate,
    - for all other GOÄ charges, 2.3 times the listed rate.
2. Medical treatment in the sense of these terms and conditions includes:
  - a) doctors' attention including pregnancy examinations, pregnancy treatment, provided the pregnancy did not exist at the start of the insurance or extension contract, and treatment due to miscarriage;
  - b) medical treatment as a result of acute complaints, necessary medical treatment due to pregnancy and treatment due to miscarriage, as well as medically required abortions and child delivery up until the end of the 36<sup>th</sup> week of pregnancy (premature birth), even if the insured person was already pregnant at the beginning of the insurance or extension contract, provided no need for such treatment had been established at this point in time;
  - c) prescribed medicaments and dressing materials;
  - d) prescribed radiation treatment, light therapy and other physical forms of treatment;
  - e) prescribed massages, medical packs and inhalation treatment up to a maximum value of EUR 300 per insurance year;
  - f) prescribed medical supplies necessary for the first time solely as the result of an accident and directly serving to treat the consequences of the accident;
  - g) X-ray diagnosis;
  - h) urgent in-patient treatment under general nursing care (multiple-bed room) without selective treatment (private medical care);
  - i) transport by ambulance to the nearest suitable hospital for in-patient treatment, and to the nearest appropriate

treatment point for primary medical care following an accident, and transport back again;

- j) urgent operations which cannot be postponed;
  - k) child delivery – after expiry of waiting period.
3. Dental treatment costs  
In accordance with Section II Clause 1, HanseMerkur shall also reimburse, up to a maximum of EUR 300, costs incurred during the trip for:
    - a) pain-relieving, preservative dental treatment, including simple fillings
    - b) treatment to restore the function of existing dentures (repairs).

## **III. Transportation Costs / Funeral Expenses**

Except for periods of stay in the home country, HanseMerkur reimburses

1. in the event of the death of an insured person, the additional costs incurred in returning the deceased person to his or her permanent place of residence, up to a maximum of EUR 10,000;
2. the costs of a funeral abroad up to the amount that would have been incurred for transportation, though no higher than a maximum of EUR 10,000.

## **Limitations on Insurance Cover**

1. No insurance cover exists
  - a) for treatment abroad constituting the sole reason, or one of the reasons, for embarking on the journey in the first place and for treatment for which it was clear, at the outset of the journey, that, assuming the trip was carried out as planned, it (the treatment) would be necessary. Or unless the journey had been undertaken due to the death of the spouse or a first-degree relative;
  - b) for illnesses and complaints known to the insured person at the time of conclusion of contract, or of conclusion of a follow-up contract, and their foreseeable consequences, or for the foreseeable consequences of illnesses and accidents of the insured person treated within a period of six months prior to the conclusion of contract;
  - c) for diseases, accidents or death, including the consequences of such, caused by strike action, war, warlike occurrences, nuclear energy or active participation in civil disturbances and not expressly included in the insurance cover;
  - d) for illnesses, accidents and their consequences resulting from wilful intent;
  - e) for treatment given in a health resort or sanatorium, and for rehabilitation therapy;
  - f) for withdrawal treatment including withdrawal cures;
  - g) for out-patient therapy in a spa or health resort. This limitation does not apply, if the therapy becomes necessary as the result of an accident that happened there. In the event of illness, this limitation does not apply if the insured person's stay in the spa or health resort was for a short period only and was not for curative purposes;
  - h) for treatment by the insured party's spouse, parents or children. Proven material cost will be reimbursed in accordance with the insurance tariff;
  - i) for treatment of persons with whom the insured person lives together within his or her own family or the host family. Proven material cost will be reimbursed in accordance with the insurance tariff;
  - j) for treatment or accommodation due to infirmity, need of care or safe custody;
  - k) for psychoanalytic and psychotherapeutic treatment;
  - l) for immunization measures;
  - m) for medical supplies;
  - n) for treatment required because of disorders and damage of the reproductive organs; including sterility, artificial insemination or associated precautionary medical examinations and follow-up treatment;
  - o) for treatment of HIV infections and their consequences;
  - p) for dental prostheses, post crowns, inlays, caps and crowns, orthodontic treatment, implants, occlusal overlays and gnathological measures;
  - q) for suicide, attempted suicide and the consequences;
  - r) for organ donations and the consequences.
2. HanseMerkur is discharged from the obligation to compensate, if:
  - a) the policy-holder or the insured person has wilfully caused the event covered by the insurance;
  - b) the policyholder or the insured person has wilfully attempted to deceive HanseMerkur as to circumstances

of importance relating to the reason for, or the amount of, benefits presumably due.

3. If the cost of medical treatment exceeds that of essential medical treatment, the insurance company may reduce its benefits to an appropriate amount.
4. If a claim for benefits from statutory accident or pension insurance, or from statutory medical or accident care exists, the insurance company may deduct the level of statutory benefits due from the insurance benefits due.

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

### 1. Duty to minimise costs

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

### 2. Immediate contact

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

### 3. Duty to provide information

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

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

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

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

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

## **Emergency insurance**

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

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

### **2. Which benefits are covered by my emergency insurance?**

#### 1. In the event of illness/accident and death

- a) Repatriation of patients  
If you are treated as an inpatient for 5 or more days, HanseMerkur will on request organise your repatriation from the place where you are undergoing inpatient treatment to the nearest suitable hospital at your place of residence. HanseMerkur will pay additional costs incurred over and above the planned return journey, in an amount of up to EUR 2,500. HanseMerkur will only pay if ability to travel can be demonstrated.
- b) Recovery costs  
If you suffer an accident and require search and rescue or recovery services, HanseMerkur will cover costs incurred up to the amount of EUR 5,000.
- c) Incapacity of driver  
If the driver becomes incapacitated due to an unexpected and serious illness or due to a serious injury caused by an accident, we will assume the costs for a related individual to travel to the holiday location in order to return the vehicle.

#### 2. If the trip is terminated or the return journey is delayed

If you are unable to end the booked arrangement on the scheduled date as a result of you or your travel companion being abducted, HanseMerkur shall arrange your journey back to your home country. HanseMerkur will grant a loan

of up to EUR 10,000 for additional costs incurred in excess of the cost of the originally planned return trip.

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

### 3. In the event of criminal prosecution

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

#### a) Arrest and threat of arrest

HanseMerkur can assist with obtaining a lawyer and/or interpreter if you are arrested or threatened with arrest. Within this context, HanseMerkur will provide a loan for court, lawyer and interpreter costs up to the equivalent amount of EUR 3,000.

#### b) Loan for bail

HanseMerkur will grant a loan of up to EUR 15,000 for bail demanded from you by the authorities.

### 4. Loss of means of payment and documents

#### a) Loss of means of payment

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

#### b) Loss of credit cards and EC or Maestro cards

In the event of loss of credit cards and EC or Maestro cards, HanseMerkur will help you to block the cards. Notwithstanding this, it is not liable for proper implementation of the block and for any pecuniary damage occurring despite the blocking of cards.

#### c) Loss of travel documents

In the event of loss of travel documents, HanseMerkur will assist with the procurement of replacements.

### 5. Rebookings/delays

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

### 6. Travelling by bicycle

#### a) Bicycle breakdowns

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

#### b) Bicycle theft cover

If the journey cannot be continued as planned due to the theft of a bicycle used on the trip, HanseMerkur will pay the additional costs for the return journey home, to the starting point or to the day's destination, in an amount of up to EUR 250 per insured event.

### 7. A guardian angel at home

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

### 8. S.O.S. call

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

### 9. Lost keys

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost. The maximum compensation granted per damage event is limited to EUR 500.

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

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

### 1. Establishment of contact with our worldwide emergency call service

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

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

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

## **4. Which cover restrictions do I need to consider?**

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

## **Luggage insurance**

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

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

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

### **2. Which items are insured under my luggage insurance?**

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

- are located in a properly locked and secured caravan/mobile home or are hidden in an enclosed and locked vehicle on an official campsite.

Valuable items include furs, jewellery, items made of precious metals, photographic and film equipment, IT equipment and electronic communication and entertainment equipment together with respective accessories.

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

## **3. Which benefits are covered by my luggage insurance?**

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

- Destroyed or lost property at their insured value at the time when the loss occurs. The insured value is the amount that is generally required to procure new items of the same type and quality at the permanent residence of the insured person, minus an amount corresponding to the condition of the insured items (age, wear, use etc.) (current value).
  - The necessary repair costs and any remaining value reduction, up to the amount of the insured value, for damaged and repairable items
  - The material value of films, image, sound and data storage media
  - The official fees for the procurement of new personal ID cards, passports, vehicle papers and other identification papers
- The sum insured is EUR 2.500 per insured event.

## **4. Which compensation limits apply?**

HanseMerkur will provide the following reimbursement for each insured event.

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

## **5. Which cover restrictions do I need to consider?**

### 1. The following are not covered.

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

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

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

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

- Damage to luggage in motor vehicles, trailers and watercraft is covered. This requires luggage not to

visible and to be enclosed in a locked internal compartment or luggage compartment (in the event of water sports vehicles in a cabin or luggage hold) or in a luggage box firmly attached to the vehicle.

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

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

### 1. Securing of compensation claims against third parties

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

### 2. Notification of the police

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

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

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

## Travel vehicle recovery insurance

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

#### 1. Breakdown or accident

An insured event will be deemed to have occurred if, in Germany, your motor vehicle ceases to be roadworthy as a result of a breakdown or an accident more than 50 km from your place of residence.

#### 2. Theft

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

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

#### 1. Assistance at the location

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

#### 2. Dispatch of spare parts

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

#### 3. Vehicle transportation after vehicle breakdown

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

#### 4. Scrapping of the vehicle

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

### 5. Customs clearance of vehicles

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

### 6. Reimbursement of additional travel costs

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

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

### 3. Which cover restrictions do I need to consider?

#### 1. Vehicle age

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

#### 2. Non-insured costs

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

#### 3. Missing driver's licence

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

#### 4. The following damages are not covered.

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

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

#### 1. Establishing contact with our worldwide emergency call service

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

#### 2. Notification of the police

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

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

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