

Terms and Conditions of the Annual Travel Insurance
VB-RS 2011 (JRV)

General Part
(valid for all insurance mentioned in Part B)

Section § 1 – Insured Persons

Insured persons are those identified by name in the insurance policy with a place of residence in Germany, provided the agreed premium has been paid. Those eligible for insurance are:

1. persons resident in the Federal Republic of Germany.
2. Families; the term "family" applies to a maximum of two adults, and children up to the age of 21 (21st birthday), resident in the Federal Republic of Germany, who live in the same household. For family members who travel alone, the insurance sum amounts to 50 % of the agreed family insurance sum.

Section § 2 – Taking-Out and Ending the Insurance Contract

1. The insurance contract can be concluded at any time and begins at the agreed point in time. It extends automatically by a further year in each case, if it is not terminated by the policyholder or the insurer in writing, subject to a period of notice of three months prior to the expiry date, and no other grounds exist for ending it.
2. The statutory regulations relating to rights of cancellation for exceptional reasons remain unaffected by the agreements reached.
3. The insurance contract ends upon death of the policyholder or his/her departure from the Federal Republic of Germany. The insured persons have the right, however, to continue the insurance contract, provided the future policyholder is named. This declaration must be made within a period of two months following the death or departure of the policyholder.

Section § 3 - The Premium

1. Payment of the First Premium
 - a) The first premium is to be made – regardless of any right of revocation – immediately after receipt of the insurance policy and the premium invoice. If it has been agreed that the annual premium is to be paid in instalments, the first instalment of the first annual premium alone is taken as the first premium.
 - b) If the payment of the first premium is not made on time, but at some later date, the insurance cover shall only be given as from this later date, provided separate written notification has been sent to this end, or attention has clearly been drawn to these legal consequences on the insurance policy. This does not apply if policyholder is not answerable for the non-payment.
 - c) If the first premium is not paid on time, the insurer shall be entitled to withdraw from the contract for as long as the premium remains unpaid. Such withdrawal shall be excluded, however, if the policyholder is not answerable for the non-payment.
2. Payment of Subsequent Premiums
 - a) The subsequent premium applies in each case to an insurance year. It is due in each case at the beginning of the insurance year.
 - b) If payment of a subsequent premium is not made punctually, the insurer can demand in writing that the policyholder make payment, setting a period for such payment of at least two weeks. If the policyholder is still in default after expiry of the payment deadline, insurance cover no longer exists, as from this point in time until the time of payment, if this consequence was drawn to the attention of the policyholder at the time of demand for payment.
 - c) If the policyholder is still in default of payment after expiry of this payment deadline, the insurer can also cancel the contract, if this consequence was drawn to the attention of the policyholder at the time of demand for payment.
 - d) If the insurer has cancelled the contract and the policyholder then pays the outstanding sum within a month of receipt of the notification of cancellation, the contract shall then be continued. Should events covered by the insurance occur in the period between expiry of the term

granted for payment and receipt of the payment, no insurance cover shall be provided for such events.

3. Level of Premium

The premium for an insured person or family is based on the overview of premiums. Should the prerequisites for a family insurance no longer apply, the re-grading of the insured persons as individually insured persons in keeping with the corresponding contribution level is undertaken without any special notification by the insurer being required.

- a) The premiums are distinguished according to contribution level.
- b) If an insured person's contribution level alters, the corresponding re-grading in the new contribution level will be undertaken by the insurer as per the next due date of the premium, without any special notification being required.
- c) Upon changing of the contribution class or upon re-grading of a family insurance into individual insurance policies, the policyholder can terminate the contract within a period of 2 months following the change, i.e. following the time of its coming into force.

4. Direct Debit Procedure

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

Section § 4 – Area of Application of Insurance Cover

1. The insurance cover is provided for the contractually agreed area of the insured journey.
2. For journeys within the Federal Republic of Germany insurance cover only exists if the distance from the place of residence of the insured person and the destination is more than 50 km. Journeys to and from the place of work of the insured person are not regarded as journeys.

Section § 5 – Commencement, Period and End of the Insurance Cover

1. The insurance cover begins after payment of the premium for all trips booked after conclusion of the contract. In the case of already-booked trips, insurance cover is provided by the Travel Cancellation-Costs Insurance only if the insurance is concluded 30 days before commencement of the journey at the latest. If there are less than 30 days between the booking and the commencement of the journey, insurance cover is only provided for this journey if the cancellation-costs insurance is concluded by the 3rd working day after the travel booking at the latest. As for the other insurances, cover is only provided if the contract has been concluded before commencement of the journey. The journey is considered to have been commenced if the first travel service has been made use of, whether fully or partially. If the contract is not concluded until after commencement of the journey, insurance cover only exists for subsequent journeys.
2. The insurance cover is provided for an unspecified number of insured journeys begun within a year. In the event of a journey lasting for more than 56 days, the cover provided applies only for the first 56 days of the journey. If the insurance year ends during the holiday journey, insurance cover only continues if the contract has not been cancelled.
3. Insurance cover in the Travel-Cancellation Insurance ends in each case with the commencement of the journey. In the other insurances it ends with the end of the insured trip.
4. In the event of termination of contract the insurance cover extends beyond the period of the contract if a trip can only be ended after the expiry of the contract, because the planned ending has been delayed for reasons for which the insured person is not answerable.
5. For co-insured children in the family insurance, insurance cover ends at the end of the insurance year in which the child completes its 21st year (i.e. on its 21st birthday) at the latest. No separate announcement of this is made by HanseMerkur.

Section § 6 – General Limitations on Insurance Cover, Grounds for Forfeiture, Limitation Periods for Legal Action, and Other Limitation Periods

1. Insurance cover is not provided for damage due to war, civil war, warlike incidents, civil unrest, strike action, nuclear energy, confiscation, dispossession or other acts of high authority.
2. HanseMerkur will not be obliged to pay benefit if the event covered by the insurance was foreseeable by the policyholder or the insured person at the time of booking of the journey.
3. HanseMerkur is free of all liability if the policyholder or the insured person has intentionally caused an event covered by the insurance.
4. If an event covered by the insurance occurs as a result of grossly negligent behaviour on the part of the policyholder or the insured person, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour.
5. HanseMerkur is not obliged to pay benefit if 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.
6. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefit can first be raised. If a claim has been submitted to HanseMerkur by the policyholder, or by the insured person, the period of limitation will be delayed until the point in time at which HanseMerkur's decision in the matter is received by the policyholder, or by the insured person, in writing.

Section § 7 – General Obligations and the Consequences of Violation of Such Obligations

1. The policyholder and the insured person are obliged, upon the occurrence of an event covered by the insurance
 - a) to keep the level of damage as low as possible and to avoid any action that could lead to an unnecessary increase in costs.
 - b) If, in connection with the event covered by the insurance, and particularly in connection with the notice of claim, the policyholder / insured person has intentionally made false disclosures, HanseMerkur is not obliged to pay benefits, even if this results in no disadvantage to HanseMerkur.
 - c) to permit HanseMerkur to undertake all reasonable investigations as to the cause of the occurrence and the level of benefits due, to provide all useful information in this connection, to submit original receipts, etc. and, in the event of death, to submit the death certificate.
2. If the policyholder or the insured person violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits, provided the policyholder / insured person has wilfully violated the obligation. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour by the policyholder or the insured person, the onus of proof for non-applicability of gross negligence resting with the policyholder / insured person.

Note. Please also observe the respective special obligations referred to in the "Special Part" of the individual insurance policies.

Section § 8 – Payment of Insurance Benefits

1. If HanseMerkur has proof of both the conclusion of an insurance contract and the payment of the premiums, and if the reason for payment of benefit and the amount of such benefit have been established, payment in compensation must be made within two weeks. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the insured person can be held responsible.
2. One month after notification of the insurer as to the damage incurred, part-payment of the claim amount may be requested for the minimum sum due, on the basis of the facts on hand.
3. If, in connection with the claim, the insured person is under investigation by the authorities or if criminal charges have been brought against the insured person, HanseMerkur can

delay settlement of the claim until such legal proceedings have been concluded.

4. Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate as stipulated in Frankfurt/Main, whereas for non-traded currencies the rate is as stipulated in "Währungen der Welt" publications of the German Central Bank "Deutsche Bundesbank" in Frankfurt/Main (latest version in each case), unless it can be proven that the foreign currency required for the payment of invoices was purchased at a less favourable exchange rate.

Section § 9 – Indemnification from Other Insurance Contracts and Claims Against Third Parties

1. If the policyholder has a claim against a third party, this claim passes to HanseMerkur, to the extent that the latter compensates for the damage. Such transfers of claim must not be enforced to the disadvantage of the policyholder.
2. The policyholder must enforce his/her/its replacement claims, or rights serving to secure the claims, in compliance with the required form and deadline regulations and must assist and support the insurer in implementing these, if necessary. If the policyholder violates this obligation intentionally, the insurer is released from the obligation to pay benefits to the extent that no substitute performance can be obtained from the third party. In the case of gross negligence leading to violation of the obligation, the insurer is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour by the policyholder, the onus of proof for non-applicability of gross negligence resting with the policyholder.
3. If the policyholder has a replacement claim against a person with whom he or she had lived in the same household at the time of occurrence of the damage, the passing of claim referred to in paragraph 1 cannot be enforced, unless this person caused the damage intentionally.
4. If, in the case of an event covered by the insurance, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. This holds even in the event that in the other insurance contract secondary liability has also been agreed on. If the event covered by the insurance is first reported to HanseMerkur, the latter will initially undertake payment.

Section § 10 – Offsetting

The policyholder or the insured person can only offset claims of the insurer to the extent that the counterclaim is uncontested, or has been legally established.

Section § 11 – Declarations of Intent and Notifications

Declarations of intent and notifications made to the insurer are to be made in writing (letter, fax, e-mail, electronic data medium, etc.).

Section § 12 – Applicable Law, Contract Language, Validity for the Insured Person

German law is applicable, provided this is not prohibited by international law. The contract language is German. All of the agreed provisions apply correspondingly to the insured person.

Special Part on the Individual Insurance Cover

Travel Cancellation Insurance

Section § 1 – Description of the Insurance Cover

To the extent specified in section § 2 (Types of Damage) and subject to the limitations of section § 3 (Limitations on Insurance Cover), HanseMerkur is required to pay benefit if, during the period of insurance cover, one of the following events covered by the insurance occurs.

1. Insurance cover for insured persons and risk persons (point 4.):
 - a) Unexpected, serious illness.
 - b) Death, serious accident injury, pregnancy, allergic reaction to vaccination.
 - c) Breakage of a prosthesis.
 - d) Loss of job with subsequent unemployment registered with the German Federal Labour Agency "Bundesagentur für Arbeit" as a result of an unexpected company restructuring undertaken by the employer. No cover is provided for loss of

orders or for insolvency on the part of self-employed persons.

- e) Commencement of a job relationship or work with extra-time compensation ("one-euro job") ending the unemployment provided the insured person was registered as unemployed with the Federal Labour Agency at the time at which the journey was booked. No cover is provided for the commencement of a period of practical training, for company-internal measures or for training measures of whatever sort, or for the commencement of work by a schoolchild or student, whether during or after school or study times.
 - f) Change of jobs, provided the insured journey was booked before the insured person knew of the change of jobs and the insured journey is scheduled for the probationary period of the new job, though not later than within the first six months of the new job.
 - g) Short-time work, provided the employer announces short-time work for economy-dependent reasons in the period between the date of booking of the trip and the start of the trip and this results in a reduction in annual income of at least one regular net monthly wage.
 - h) Considerable damage to owned property as a result of fire, burst water pipe, natural occurrences or criminal acts of third parties (e.g. burglary). The term "considerable" is taken to mean damage to property as a result of the above-mentioned occurrences, if the level of the damage incurred is at least EUR 2,500 or if the presence of the insured or accompanying person is necessary for determining the damage.
2. Cover Provided for Insured Persons:
- a) Repetition of unsuccessful examinations at school, university or college, that must be retaken to avoid an extension of the period of studies or to secure a school-leaving or final-examination certificate. The prerequisite here is that the insured journey was booked before the date of the unsuccessful examination and that the repeat-examination date unexpectedly falls within the period of the insured journey or within a period of 14 days thereafter.
 - b) Non-upgrade of a pupil, if the insured journey is a school trip or class trip.
 - c) Unexpected call-up for basic military service, for reserve-duty training or for alternative community service, if the date of call-up cannot be postponed and the costs of cancellation are not borne by a cost-bearer. No cover is provided in the event of transfer or deployment of a short-service volunteer or a regular soldier.
 - d) Submission of a petition for divorce (or the equivalent petition in the event of an amicable separation) to the court of jurisdiction after the booking of a journey and before a joint trip of the affected married couple.
 - e) Unexpected court summons, provided the court of jurisdiction does not accept the trip booking as a reason for postponement of the court appearance.
3. Unexpected, severe illness, serious injury or allergy against vaccinations of a dog booked for the journey.
4. Risk Persons are:
- a) insured persons, who have jointly booked and insured a journey, amongst themselves. If more than five persons, or more than two families in the case of family tariffs, have jointly booked and insured a journey, only the respective relatives of the insured persons in accordance with point b and those persons charged with their care are regarded as risk persons, no longer the insured persons taken together.
 - b) the relatives of an insured person, including the married partner or the unmarried partner in a marriage-like partnership, children, adopted children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, siblings, grandchildren, parents-in-law, sons-and-daughters-in-law and brothers-and-sisters-in-law.
 - c) persons caring for non-accompanying minors or for non-accompanying relatives of an insured person in accordance with b) who are in need of care.
 - d) aunts, uncles, nephews and nieces, provided the insured eventuality is "death" and this has occurred.

Section § 2 – Types of Damage

In the event of an insured occurrence in accordance with section § 1, HanseMerkur pays remuneration for

1. failure to start the journey or cancellation of the trip, or failure to make use of the lease property or cancellation of the lease property, for the cancellation costs contractually owed by the insured person up to the value of the agreed insurance sum. This includes the commission fee owed to the insured person's travel agent, provided that, at the time of the booking of the journey, this had been contractually agreed, was owed and was invoiced. The damage amount for the procurement fee is limited to EUR 100 per insured person.
2. a delayed start to the journey. Reimbursement is made for additional costs incurred on the outward journey for the reasons given under section § 1, or if the insured person is delayed due to delays in local public transport of at least two hours, thereby missing a connection and thus suffering delay in continuing with the insured journey.
The additional costs for the outward journey are reimbursed up to the insurance sum, though only to a maximum level of the cancellation costs that would have been due in the event of failure to start / cancellation of the journey or in the event of non-use / cancellation of the lease property. The term "public transport" as used in these terms and conditions refers to all land or water vehicles licenced for use as local public transport, as well as to inner-German shuttle flights.
3. the additional costs (e.g. for a single-room supplement) or the proportionate costs for the risk person in the event of partial cancellation of a trip booking, up to the level of the cancellation costs that would have been incurred by complete cancellation, though only to a maximum of the agreed insurance sum, if another insured person is forced to cancel the trip for a reason that is insured.
4. the rebooking costs in the event of rebooking of the trip. These are reimbursed up to the insurance sum, though only to a maximum level of the cancellation costs that would have been due in the event of failure to start / cancellation of the journey or in the event of non-use / cancellation of the lease property. For rebookings for other reasons than those stipulated under section § 1, the rebooking costs up to a maximum of EUR 30 are reimbursed, provided the rebooking is undertaken at least 42 days before commencement of the journey.

Section § 3 – Limitations on Insurance Cover

No cover is provided for

1. illnesses that were known at the time of booking of the trip and were treated during the six months prior to the booking of the trip; with the exception of general medical check-ups.
2. illnesses that in the given circumstances can be regarded as psychological reactions to terrorist attacks, aircraft or bus accidents, or fear of internal unrest, acts of war, terrorist attacks, natural occurrences, illnesses or epidemics, the respective occurrence having taken place at the destination.

Section § 4 – Retained Risk

Unless some other agreement has been reached, no retained risk will be charged.

Section § 5 – Special Obligations after Occurrence of the Insured Case of Damage

(Supplement to the General Obligations Cited in Section § 7 of the General Part)

The policyholder or the insured person is obliged,

1. in the event of failure to start the journey or non-use of the lease property, to immediately cancel the trip via the booking point, in order to keep the cancellation costs as low as possible;
2. in the event of delayed commencement of the journey, to notify the booking point immediately and, commensurate with the quality of the journey booked, to choose the most favourably priced subsequent travel option;
3. to provide evidence of the occurrence of an insured event by submitting the proof of insurance, booking documents and cancellation invoice in the original, as well as
 - a) in the event of illness, serious accident, pregnancy, allergic reaction to vaccination or breakage of a prosthesis, appropriate doctor's certificate including diagnosis,
 - b) in the event of psychiatric illness, an appropriate medical certificate from a specialist for psychiatry,
 - c) in cases of death, a death certificate,
 - d) in cases of considerable damage to property, appropriate proof,
 - e) in cases of retaken examinations, appropriate certificates of the school/university/college,

- f) in the event of dismissal due to company restructuring or the resumption of work, an appropriate certification issued by the employer and the Federal Labour Agency,
 - g) in the event of short-time work, confirmation by the employer as to the point in time of the decision and the anticipated level of the reduction in income,
 - h) in the event of call-up for basic military service, or for reserve-duty training or community service, corresponding certification by government bodies,
 - i) in cases of non-use/cancellation of lease property, confirmation by the landlord as to the non-availability of substitute lessees for the lease property,
- in each case at the time of occurrence of the cancellation or rebooking.
- 4. HanseMerkur is to be permitted to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate.
At the demand of HanseMerkur, certificates of inability to work and specialist medical certificates must be submitted.
 - 5. The legal consequences of any violation of these requirements are stipulated in section § 7, point 2 of the General Part.

**Travel-Discontinuation Insurance
(Holiday Guarantee)**

Section § 1 – Description of the Insurance Cover

To the extent specified in section § 2 (Types of Damage) and subject to the limitations of section § 3 (Limitations on Insurance Cover), HanseMerkur is required to pay benefit if, during the period of insurance cover, one of the following events covered by the insurance is suffered by one of the insured persons or by one of the risk persons, in accordance with section § 1, point 5:

- 1. unexpected, serious illness;
- 2. death, serious accident injury, pregnancy, allergic reaction to vaccination;
- 3. breakage of a prosthesis;
- 4. considerable damage to property owned by the insured person as a result of fire, burst water pipe, natural occurrences or criminal acts of third parties (e.g. burglary). The term "considerable" is taken to mean damage to property as a result of the above-mentioned occurrences, if this is at least EUR 2,500 or if the presence of the insured or accompanying person is necessary for determining the damage.
- 5. Persons at Risk are
 - a) insured persons, who have jointly booked and insured a journey, amongst themselves. If more than five persons, or more than two families in the case of family tariffs, have jointly booked and insured a journey, only the respective relatives of the insured persons in accordance with point b and those persons charged with their care are regarded as risk persons, no longer the insured persons taken together.
 - b) the relatives of an insured person, including the married partner or the unmarried partner in a marriage-like partnership, children, adopted children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, siblings, grandchildren, parents-in-law, sons-and-daughters-in-law and brothers-and-sisters-in-law.
 - c) persons caring for non-accompanying minors or for non-accompanying relatives of an insured person in accordance with b) who are in need of care.
 - d) aunts, uncles, nephews and nieces, provided the insured eventuality is "death" and this has occurred.

Section § 2 – Types of Damage

In the event of an insured occurrence HanseMerkur pays compensation, after deducting the retained risk in accordance with section § 5, for the following types of damage. Amounts – if any – paid back by the travel organizer, landlords or other (third) service providers in excess of the retained risk are first deducted from the reimbursable amount.

- 1. A Delayed Start to the Journey:
Booked travel services that could not be taken advantage of by the insured person due to the delayed commencement of the journey, up to the value of the agreed insurance sum. Days of arrival and departure are taken as full days of the trip in each case. Entitlement to these benefits also exists if, due to a delay in public transport of at least two hours, the insured person is unable to make a connection with subsequent transport and therefore has to continue the insured journey behind schedule.
- 2. Premature Discontinuation of the Journey:
 - a) for proven additional travelling expenses incurred (though not for the costs of transfer in cases of death) and for the other directly associated extra costs, e.g. overnight accommodation and catering costs (though not healing costs), incurred by the insured person. In reimbursing these costs, the quality of the booked journey is taken into account. If, other than in the case of the journey booked, use of an aeroplane must be made for the return journey, only the costs of a seat in the simplest flight category will be reimbursed. However, all reimbursement claims of transport companies due to unscheduled deviations from planned routes caused by the insured person (e.g. for an emergency landing) are excluded;
 - b) within the first half of the booked trip, though only to a maximum of the first eight days of the trip, the travel price up to the value of the agreed insurance sum. Days of arrival and departure are taken as full days of the trip in each case;
 - c) as from the second half of the booked journey, though at the latest as from the ninth day of the journey, the booked services which could no longer be taken advantage of by the insured person because of the discontinuation of the journey, up to the level of the agreed insurance sum. Days of arrival and departure are each regarded as full days of the journey;
 - d) No reimbursement is undertaken in accordance with b) and c) if the service unable to be enjoyed is solely a flight.
- 3. Interruption of the Trip:
 - a) Booked travel services that could not be taken advantage of by the insured person due to a necessary interruption of the trip, up to the value of the agreed insurance sum.
 - b) Where the booking involves a tour or a cruise, the necessary local transport costs that the insured person incurs in rejoining the group from the point at which the journey had to be interrupted, though the maximum costs here must not exceed the value of the further travel services not yet enjoyed. However, all reimbursement claims of transport companies due to unscheduled deviations from planned routes caused by the insured person (e.g. for an emergency landing) are excluded.
 - c) The total costs recognized in cases of interruption of the journey can only be accepted up to a maximum level equivalent to the costs that would have been incurred in the event of discontinuation of the journey.
- 4. Delayed Return from the Journey:
 - a) for proven additional travelling expenses incurred (though not for the costs of transfer in cases of death) and for the other directly associated extra costs, e.g. overnight accommodation and catering costs (though not healing costs), incurred by the insured person. In reimbursing these costs, the quality of the booked journey is taken into account. If, other than in the case of the journey booked, use of an aeroplane must be made for the return journey, only the costs of a seat in the simplest flight category will be reimbursed. However, all reimbursement claims of transport companies due to unscheduled deviations from planned routes caused by the insured person (e.g. for an emergency landing) are excluded;
 - b) As a supplement to the events covered by the insurance in accordance with section § 1, points 1 and 2, the additional costs of the return journey incurred by the insured person, arising as a result of a delay in public transport of more than two hours with the consequence that a transport connection was missed;
 - c) the additional costs incurred by the insured person for accommodation (in keeping with the type and class of the booked and insured travel services), if it is unreasonable to expect the insured person to complete the journey as

scheduled, because an accompanying risk person cannot be transported due to an insured occurrence.

Section § 3 – Limitations on Insurance Cover

1. No cover is provided for:
 - a) illnesses that were known at the time of booking of the trip and were treated during the six months prior to the booking of the trip; with the exception of general medical check-ups.
 - b) illnesses that in the given circumstances can be regarded as psychological reactions to terrorist attacks, aircraft or bus accidents, or fear of internal unrest, acts of war, terrorist attacks, natural occurrences, illnesses or epidemics, the respective occurrence having taken place at the destination.
2. Costs arising from the results of natural occurrences or the influence of the elements are covered to a limited extent, in accordance with section § 6.
3. Cover for the full or partial cost of the journey, in accordance with section § 3, points 1 b) and c), is not provided if all of the insured persons die during the journey.

Section § 4 – Retained Risk

Unless some other agreement has been reached, no retained risk will be charged.

Section § 5 – Special Obligations After Occurrence of the Insured Case of Damage (Supplement to the General Obligations Cited in Section § 7 of the General Part)

The policyholder or the insured person is obliged,

1. in the event of premature discontinuation of the journey, to notify the booking point / service providers immediately, with respect to the quality of the journey booked, to keep the additional return-journey and the direct extras and other additional costs as low as possible, and as regards the level of costs for booked services that can no longer be enjoyed, to provide evidence of the costs involved.
2. in the event that the journey is interrupted, to notify the booking point / service providers immediately; to keep all necessary transfer costs as low as possible and to provide proof of the costs of services that have been booked, but cannot be taken advantage of.
3. in the event of delayed return from the journey, to notify the booking point / service providers without delay and, appropriate to the quality of the journey booked, to keep the additional costs of the return journey and other directly associated extra costs as low as possible.
4. to provide proof of the occurrence of the insured event by submitting evidence of the insurance and booking documents in the original, as well as
 - a) in the event of illness, serious accident, pregnancy, allergic reaction to vaccination or breakage of a prosthesis, an appropriate local doctor's certificate including diagnosis,
 - b) in the event of psychiatric illness, an appropriate medical certificate from a local specialist for psychiatry,
 - c) in cases of death, a death certificate,
 - d) in cases of considerable damage to property, appropriate proof,
 - e) in cases of interruption to the use of lease property, the confirmation of the landlord as to the non-availability of substitute lessees for the lease property, providing proof in each case at the time of discontinuation, interruption or extension.
5. HanseMerkur is to be permitted to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate. At the demand of HanseMerkur, certificates of inability to work and specialist medical certificates must be submitted.
6. The legal consequences of any violation of these requirements are stipulated in section § 7, point 2 of the General Part.

Section § 6 – Extension of Services in Cases of Natural Catastrophe / Natural Occurrences at the Holiday Resort

1. In the event of natural catastrophe / natural occurrences (avalanches, landslides, flooding, earthquakes, whirlwinds) at the holiday resort HanseMerkur pays benefits, up to the agreed insurance sum, for

- a) the additional costs incurred by the insured person for accommodation and catering during a necessary extension of the period of stay at the holiday resort;
 - b) for proven additional travelling expenses incurred (though not for the costs of transfer in cases of death) and for the other directly associated extra costs, e.g. overnight accommodation and catering costs (though not healing costs), incurred by the insured person, if the journey cannot be completed as planned. However, all reimbursement claims of transport companies due to unscheduled deviations from planned routes caused by the insured person (e.g. for an emergency landing) are excluded.
2. In reimbursing these costs, the quality of the transport, accommodation and catering provided by the booked journey are taken as a basis.

Luggage Insurance

Section § 1 – Description of the Insurance Cover

Insurance cover is provided

1. for luggage checked-in / handed over to others for safekeeping (with the exception of the articles listed under section § 2, point 4), should such luggage be lost, destroyed or damaged while in the safekeeping of a transfer/transport company, an accommodation business or a left-luggage office;
2. when luggage is not delivered on time by a transfer/transport company (with the exception of the articles listed under section § 2, point 4), i.e. fails to arrive at the specified destination on the same day as the insured person (delay in delivery), for proof of necessary expenditure on substitute purchases, up to the reimbursement limit, in accordance with section § 5, point 2;
3. during the remaining period of the journey if luggage is lost, destroyed or damaged as a result of
 - a) the criminal behaviour of a third party, including theft, burglary, robbery, robbery under threat and deliberate damage to property;
 - b) a transport accident (e.g. a traffic accident);
 - c) fire, lightning, explosion, storm, flooding, landslides, earthquakes, avalanches.

Section § 2 – Insured Goods

1. The insured person's luggage is insured within the framework of the agreed insurance sum as well as of the special reimbursement limit in accordance with section § 5, point 2.
2. The term "luggage" is taken as referring to goods for one's personal travelling requirements that are taken along on the journey, as well as presents and souvenirs purchased during the journey. Articles that are usually only taken along for business purposes or such articles purchased during the journey are not insured.
3. Sports apparatus and accessories (though not motors) are only insured when they are not in use in accordance with the instructions given for use.
4. Valuables such as furs, jewellery, artefacts made of precious metal, photographic equipment, film equipment, portable video systems and game consoles, in each case with their accessories, mobile telephones (though not car telephones) with accessories, portable DVD players, in each case with accessories, and laptops with accessories, but without software, are only insured within the framework of the reimbursement limits in accordance with section § 5, point 2, and even then only if they are
 - worn and used as intended, or
 - are in personal safekeeping and are kept secure at all times, or
 - are in a properly closed room within a building or on a passenger ship. Jewellery and articles made of precious metals, however, only if they are also in a locked container that provides increased security, even against the removal of the container itself.

Section § 3 – Benefits

In the case of the insured occurrence of damage HanseMerkur will pay benefits, within the framework of the agreed insurance sum as well as of the special reimbursement limits in accordance with section § 5, for

1. destroyed or lost articles, at their insured value at the time of the occurrence of damage;
2. damaged articles capable of repair, compensating for the necessary repair costs and any lasting loss in value, though only up to a maximum value equivalent to that of the insured value;

3. films, image carriers, sound and data carriers, at their material value;
4. the re-issue of identity cards, passports, driving licences and other identity papers, at the official charges.

Section § 4 – Insured Value / Insurance Sum

1. The insured value is the amount generally required to procure a new specimen of the same type and quality at the insured person's place of residence, less an appropriate sum (fair value) reflecting the state of the insured article (age, wear, usage, etc.).
2. HanseMerkur pays, for each insured occurrence of damage, maximum benefit
 - a) up to the agreed insurance sum;
 - b) up to the reimbursement limits stipulated in section § 5, point 2, or as additionally agreed.

Section § 5 – Uninsured Damage and Goods / Reimbursement Limits

1. No cover is provided for
 - a) damage incurred due to the loss, leaving lying, leaving standing or leaving hanging of items;
 - b) damage caused by natural or faulty characteristics of the insured item, wear or tear;
 - c) consequential financial loss;
 - d) cash, cheques, cheque cards, credit cards, telephone cards, securities, travelling tickets, deeds, certificates and documents of all sorts, items with a predominant artistic value, or collectors' items, gold used in dentistry, prostheses of all sorts, electronic data-processing systems of whatever sort (except for audio players and laptops) including accessories and software, firearms of all sorts including accessories, land vehicles, aircraft and watercraft, hang gliders, gliders, parachutes, in each case with accessories.
2. Limited benefit is paid for
 - a) damage to furs, to pieces of jewellery, to items made of precious metal and to photographic equipment, film apparatus and portable video systems, in each case with accessories, as well as to laptops with accessories, though without software. Such damage can be reimbursed to a total maximum value of 50% of the insurance sum, per occurrence of damage insured;
 - b) damage to presents and souvenirs purchased during the journey. Such damage can be reimbursed up to a maximum value of EUR 300 per occurrence of damage insured;
 - c) for damage caused by delay in delivery (section § 1, point 2). In this case proven costs for necessary replacement purchases can be reimbursed up to a maximum of EUR 500 per occurrence of damage insured;
 - d) for damage to glasses, contact lenses, hearing aids and mobile phones (though car phones are not insured), in each case with accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured;
 - e) damage to golfing equipment and (scuba-)diving equipment, as well as to bicycles, in each case with accessories. Unless otherwise agreed, such damage can be reimbursed up to a maximum value of EUR 500 per occurrence of damage insured;
 - f) damage to surfboards and windsurfing equipment, in each case with accessories. Such damage can be reimbursed up to a maximum of EUR 500 per occurrence of damage insured;
 - g) damage to musical instruments and accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured, provided the musical instruments have been taken along for private purposes only;
 - h) damage to audio players (e.g. MP3 players) and portable DVD players, in each case including accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured.
3. Limitations on the Insurance Cover as Applicable to Motor Vehicles and Water-Sports Vehicles
 - a) Insurance cover for damage to luggage in unsupervised motor vehicles / trailers / water-sports vehicles caused by the criminal acts of third parties only exists to the extent that the luggage could not be seen from outside and was in a closed interior environment or boot secured by a lock (in the case of a water-sports vehicle by a cabin or a

packing box) or in luggage boxes soundly attached to the vehicle.

- b) HanseMerkur makes reimbursement only if it can be proven that the damage occurred during the daytime between 6.00 a.m. and 10.00 p.m., or during a break in a journey of no more than two hours.
- c) Items in unsupervised motor vehicles / trailers / water-sport vehicles **not** insured are furs, jewellery, artefacts made of precious metal, photographic equipment, filming equipment and portable video systems, as well as mobile phones, in each case with accessories.
- d) Supervision implies the permanent presence of an insured person, or of a person entrusted by the insured person, in the direct vicinity of the item to be secured – though not, for example, the surveillance of an open area or port, etc., that is generally used.
4. Limitations on Insurance Cover Provided in Connection with Camping
 - a) Insurance cover for damage to luggage while camping, as a result of the criminal activities of a third party, is only provided on **official camping places** (run by public authorities, associations or private companies).
 - b) If items are left **unsupervised** (point 3a) in a tent, insurance cover is only provided for damage caused by the criminal activities of a third party if it can be proven that the damage occurred during the daytime, between 6.00 a.m. and 10.00 p.m., and that the tent was closed.
 - c) Furs, jewellery, items made of precious metal, photographic equipment, filming equipment and portable video systems, mobile phones, watches, optical devices, radio and TV apparatus, sound-recording and playback devices, in each case with accessories, are **not** insured if in an unsupervised tent. These items are only insured, within the framework of any reimbursement limits, if they
 - are in personal safekeeping **and** are kept secure at all times, or
 - have been handed over to the camping-place management for safekeeping, or
 - were in a caravan / mobile home that was properly secured by a lock or in a fully enclosed and locked motor vehicle in which they could not be seen from outside, in an official camping place.

Section § 6 – Special Obligations Following the Occurrence of Damage Covered by the Insurance

(Amendment to section § 7 of the general obligations listed in the General Part)

The legal consequences of any violation of the following requirements are stipulated in section § 7, point 2 of the General Part.

The policyholder or the insured person is obliged,

1. to provide proof of the occurrence of the insured event by submitting evidence of the insurance and booking documents in the original;
2. to enforce compensation claims against a third party (e.g. a transfer/transport company, an accommodation business, left-luggage office) punctually and in the correct form;
3. at the request of HanseMerkur, to submit a list of all of the items still present at the time of occurrence of damage;
4. to notify the transfer/transport company / accommodation business / luggage-supervision company immediately as to damage to the checked-in / otherwise supervised luggage in accordance with section § 1, point 1, as well as damage due to non-punctual delivery in accordance with section § 1, point 2, and to have this confirmed in writing. Such confirmation must be submitted to HanseMerkur. In the event of non-recognizable damage, the respective company is to be informed immediately after discovery of the damage and, observing the deadline for complaints, is to be requested – within seven days at the latest – to inspect and confirm the damage;
5. to report damage caused by criminal acts of a third party in accordance with section § 1, point 3a and fire damage in accordance with section § 1, point 3c **immediately** to the responsible police department, submitting a complete list of all items damaged, and to have this confirmed in writing. The list of damaged items to be submitted to the police should be prepared as an itemized list providing details as to the respective times of purchase, as well as to the purchase price of the individual items. The complete police record is to be submitted to HanseMerkur;
6. to also submit such a list of all of the damaged items, in accordance with point 5, to HanseMerkur. Should the list submitted to the police differ from the list submitted to

HanseMerkur, benefit payments in the event of reimbursement will only be made for insured items reported to the police as having been lost or damaged.

Emergency Insurance

Section § 1 – Description of the Insurance Cover

Thanks to its worldwide emergency service, HanseMerkur provides help and assistance for those cases of emergency referred to under section § 2, when suffered by the insured person during the journey. The prerequisite here is that the insured person, or a person appointed by him or her, contacts HanseMerkur's worldwide emergency service by telephone or by some other means, at the time of occurrence of the damage covered by the insurance. If the insured person or a person requested by him or her fails to contact the HanseMerkur worldwide emergency service and if additional costs are incurred as a consequence, HanseMerkur will not cover or reimburse these additional costs.

Section § 2 – Benefits

1. Benefits in Cases of Illness, Accident and Death

a) Declaration of Acceptance of Hospital Costs:
In the absence of an obligation to pay on the part of a foreign travel health insurance, a private health insurance or a statutory health insurance, HanseMerkur, via its emergency-call service, will provide the hospital, if necessary, with a guarantee to accept the costs up to a sum of EUR 15,000 in the form of a loan to the insured person. The prerequisite for this is the submission of a copy of the identity card or of the passport of the insured person to the HanseMerkur emergency-call service. The amount made available by HanseMerkur is to be repaid to HanseMerkur by the policyholder or the insured person within a month of the receipt of the invoice.

b) Transportation by Ambulance:

For journeys within the Federal Republic of Germany or in countries bordering on the Federal Republic of Germany, HanseMerkur organizes, at the request of the insured person and provided the patient is in a transportable condition, transportation by medically appropriate means from the place of hospital treatment during the journey to the place of residence of the insured person or to the place of the nearest appropriate hospital, provided the period of hospital treatment has a duration of at least five days. In this case HanseMerkur accepts costs additional to those planned for the original return journey up to a sum of EUR 2,500.

c) Rescue Costs, etc.:

If the insured person suffers an accident and must as a consequence be looked for, saved or rescued, HanseMerkur will refund the costs involved up to EUR 5,000.

d) Transfer Costs and Funeral Expenses:

If the insured person dies during the journey, HanseMerkur will, at the request of the relatives, arrange for burial abroad or for the transfer of the deceased person's remains to the place of burial and will pay for the costs incurred.

2. Benefits Payable in Cases of Discontinuation of the Journey or Delayed Return

a) If the journey booked by the insured person cannot be completed as planned for any of the following reasons, HanseMerkur organizes the return journey and ensures that a loan covering the additional costs, as compared to the costs of the originally planned return journey, is provided.

b) Death, severe accident or unexpected severe illness suffered by the insured person, or by the insured person's co-traveller(s), or by relatives not on the journey, or by persons caring for non-accompanying minors or for non-accompanying relatives of an insured person who are in need of care. Relatives of the insured person are the married partner, or an unmarried partner in a marriage-like partnership, children, parents, adoptive parents, stepparents, siblings, grandparents, grandchildren, parents-in-law, sons-and-daughters-in-law and brothers-and-sisters-in-law;

c) Considerable damage to property owned by the insured person as a result of fire, burst water pipe, natural occurrences or criminal acts of third parties (e.g. burglary). The term "considerable" is taken to mean

damage to property as a result of the above-mentioned occurrences to a value of at least EUR 2,500.

d) Kidnapping of the insured person or of a co-traveller of the insured person. The level of the loan in cases of kidnapping is limited to a maximum of EUR 10,000 per insured person.

e) The prerequisite for granting of the loan is submission of a copy of the identity card or the passport of the insured person to our emergency-call service. The loan must be repaid to HanseMerkur as a single sum within a month of the end of the journey.

3. Travel Message

If the insured person cannot be reached during the journey, HanseMerkur tries to arrange an emergency call (e.g. via the radio) and accepts the costs of this.

4. Other Performance and Other Emergencies

a) Criminal Prosecution:

If the insured person is arrested or is threatened with imprisonment, HanseMerkur will provide assistance in finding a lawyer or an interpreter. In this connection HanseMerkur provides for court costs, lawyer's costs and interpreter's costs up to an equivalent value of EUR 3,000 as a loan. In addition to this HanseMerkur provides a loan of up to an equivalent value of EUR 13,000 for a possible bail demanded by the authorities. The policyholder or the insured person must return the loan amounts to HanseMerkur immediately after their repayment by the authorities or by the court, and within three months of payment at the latest.

b) Loss of Travellers' Means of Payment:

If the insured person experiences severe financial difficulties as a result of the loss of travellers' means of payment due to theft, burglary or other means, HanseMerkur arranges contact with the insured person's principal bank via its emergency-call service. If necessary, HanseMerkur will assist in transferring funds released by the principal bank to the insured person. Should contact to the principal bank within 24 hours prove impossible, HanseMerkur will provide the insured person with a loan, via its emergency-call service, subject to a copy of the insured person's identity card or passport, up to a maximum value of EUR 1,500. This loan must be repaid to HanseMerkur as a single sum within a month of the end of the journey.

c) Loss of Credit Cards and EC or Maestro Cards:
In the event that credit cards and EC or Maestro cards are lost, HanseMerkur helps the insured person to block the card(s). HanseMerkur accepts no liability, however, for the proper implementation of the blockage or for any consequent financial loss, despite the blocking.

d) Loss of Travelling Documents:

In the event of the loss of travelling documents HanseMerkur provides assistance in acquiring replacement documents.

e) Rebookings/Delays:

If the insured person experiences difficulty due to missing reserved transportation or because previously booked transportation has been delayed or is unavailable, HanseMerkur provides assistance in rebooking. Rebooking costs and increased travelling costs must be borne by the insured person. HanseMerkur will inform third parties, at the request of the insured person, as to the changes in the planned journey.

f) Bicycle-Breakdown Cover:

If, due to breakdown or accident of the bicycle used by the insured person, the trip cannot be continued, HanseMerkur accepts the costs of repair up to a sum of EUR 75, so that the trip can be continued. If repair at the place of damage is not possible, HanseMerkur will instead reimburse the additional costs for the journey to the starting point or to the day's leg, up to the amount of EUR 75 per insured case of damage. No cover is provided for flat tyres.

g) Bicycle-Theft Cover:

If the trip can no longer be continued as planned because the bicycle used by the insured person during the trip has been stolen, HanseMerkur accepts the additional costs for the return journey to the home town, to the starting point or to the destination of the day's leg, up to the value of EUR 250 per insured case of damage.

Section § 3 – Special Obligations After Occurrence of the Insured Case of Damage

(Supplement to the General Obligations Cited in Section § 7 of the General Part)

1. The policyholder or the insured person is obliged to report the occurrence of an event covered by the insurance, submitting

the proof of the insurance and the booking documents in the original, plus

- a) in the event of illness, serious accident, pregnancy, allergic reaction to vaccination or breakage of a prosthesis, an appropriate local doctor's certificate including diagnosis,
- b) in the event of psychiatric illness, an appropriate medical certificate from a local specialist for psychiatry,
- c) in cases of death, a death certificate,
- d) in cases of considerable damage to property, appropriate proof,

to provide verification and to submit original receipts for all of the costs incurred.

- 2. HanseMerkur is to be permitted to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate. At the demand of HanseMerkur, certificates of inability to work and specialist medical certificates must be submitted.
- 4. The legal consequences of any violation of these requirements are stipulated in section § 7, point 2 of the General Part.