

**Terms and Conditions of Travel Insurance**  
**VB-RS 2011 (T-D)**

**A: General Part**  
(valid for all insurances mentioned in Part B)

**1. Extent of Insurance**

**1.1 Extent of the Insurance Cover**

In the case of an event covered by the insurance we render benefits in accordance with Section B, provided the occurrence is contained in the scope of insurance selected. The level of benefits due is indicated in the tariff specifications relating to the travel insurance cover, these terms and conditions of insurance and the proof of insurance.

**1.2 Retained Risk**

If the tariff specifications for the travel-insurance cover foresee a retained risk for an insurance, this will be deducted from the refundable damage (calculated indemnification).

**1.3 Conversion of Costs Incurred in a Foreign Currency**

Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by us. The exchange rate for the day and currency in question is the latest official rate of exchange in each case, unless it can be shown that, in paying the bill in the necessary currency, the insured person had a less favourable exchange rate.

**2. In which cases is insurance cover limited or excluded?**

**2.1 Deceit and Malintent**

We pay no benefits if you or one of the insured persons have wilfully attempted to deceive us as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due. We are also free of the obligation to provide cover if you or one of the insured persons has deliberately caused the event covered by the insurance. If the deception or the malintent has been established by a valid penal judgement, this shall suffice as proof.

**2.2 Gross Negligence**

If an event covered by the insurance occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we are entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour. This limitation does not apply to events covered by the accident and liability insurance and caused by gross negligence, for which, even in this case, insurance cover is provided.

**2.3 War, Civil Unrest and Other Occurrences**

Unless some other agreement has been reached in Section B, 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, or natural occurrences. Moreover, no insurance cover is provided for events occurring due to acts of violence in connection with a large public gathering or demonstration, if you or insured persons have actively taken part in this.

**2.4 Foreseeable Events**

No cover is provided if the event covered by the insurance was foreseeable at the time of booking of the journey or at the time of conclusion of the insurance contract.

**Note:** please notice the limitations applicable to individual types of insurance cover indicated in Section B of these terms and conditions of insurance.

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

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

**3.1 Obligation to Minimize Damage**

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

**3.2 Obligation to Give Information on Damage**

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

**3.3 Obligation to Secure Compensation Claims Against a Third Party**

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

**3.4 Further Obligations**

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

**3.5 Consequences of Non-Compliance with Obligations**

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

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

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

**4.1 Due Dates for Our Payments**

As soon as the proofs of insurance cover and premium payments have been submitted and we have ascertained our payment obligation and the level of indemnification due, this will be paid within 2 weeks at the latest.

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

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

**4.2 Indemnification Payable from Other Insurance Contracts**

If, in the event of a claim, indemnification is claimed from another insurance contract, the other contract shall have priority over this contract, unless the occurrence of damage has to do with travel accident insurance benefits relating to cases of invalidity or death, or to benefits for the costs of cosmetic surgery. This holds even if, in one of these insurance contracts, secondary liability has also been agreed on. If the event covered by the insurance is first reported to us, we will undertake initial payment.

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

In addition to these provisions the insurance contract act "Versicherungsvertragsgesetz (VVG)" and German law apply, unless this conflicts with international law. Claims based on this insurance contract fall under the statute of limitations after 3 years. The period of limitation begins at the end of the year in which the claim for benefit was first raised. If a claim has been submitted by you or the insured person, the period of limitation will be delayed until our decision in the matter has been received by you, or by the insured person, in writing.

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

## **6. What must be observed when notifying us?**

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

### **B: Special Part on the Individual Insurances (depending on the extent of insurance selected)**

#### **RRKV. Travel Cancellation Insurance Against Failure to Start a Journey**

### **1. What benefits are offered by your Travel Cancellation Insurance?**

In the event of damage (see point 2; for limitations see point 3) the following benefits are provided, if these and the case of damage in question are included in the tariff specifications and fall within the given deadlines.

#### **1.1 Reimbursement of Cancellation Costs**

We reimburse the contractually owed cancellation costs in the event of failure to begin the journey or to attend the event. These also include the procurement fee, provided this was already contractually agreed on at the time of the booking of the journey / lease property, was owed, had been invoiced and was also covered by the insurance sum which had been increased accordingly by the amount of the procurement fee. The level of indemnification depends on the sum indicated in the tariff specifications.

#### **1.2 Additional Costs for the Outbound Journey and Travel Services Not Taken Advantage Of**

In the event of a delayed start to the journey we reimburse the additional outbound travelling costs commensurate with the type and quality originally booked. We reimburse the additional costs up to a maximum equivalent to the cancellation costs that would have been incurred in the event of cancellation of the trip.

#### **1.3 Costs of Rebooking**

If the booking for a journey is changed, we refund the rebooking costs incurred, up to the level of the agreed sum.

#### **1.4 Single-Room Supplement**

If you have booked a double room together with another insured person, if this other person has to cancel the trip for a reason covered by the insurance and he or she belongs to the risk persons, we will refund the single-room supplement or will accept the proportionate costs due by the person for the double room, up to the value of the cancellation costs that would have been incurred in the event of complete cancellation.

### **2. When is an event covered by the insurance?**

An event is covered by the insurance if setting off on the booked and insured journey or taking part in the booked and insured event is unreasonable because the insured person or a risk person (for a definition see the tariff specifications) has been affected by one of the following occurrences, and this is listed in the tariff specifications:

#### **2.1 Insured Occurrences Affecting Insured Persons or Risk Persons**

You cannot begin the trip or attend the event and must cancel it or rebook due to

- 2.1.1 an unexpected and severe illness.
- 2.1.2 death, serious accident injury, complications in an existing pregnancy or diagnosis of pregnancy after the commencement of the insurance.
- 2.1.3 breakage of a prosthesis.
- 2.1.4 vaccination incompatibility.
- 2.1.5 loss of one's job with subsequent unemployment as a result of an unexpected dismissal due to company restructuring by the employer. Loss of orders or the insolvency of a self-employed person are not covered by the insurance.
- 2.1.6 commencement of a work relationship subject to compulsory social insurance or of work with extra-time compensation (1-euro job) instead of unemployment. The precondition is that you were – or the insured person was – registered by the Federal Labour Agency as unemployed at the time of booking of the journey. 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.
- 2.1.7 economy-dependent short-time work with an anticipated reduction in income from the level of at least a regular monthly net income. A precondition here is that the employer has reported the short-time work in the period between the conclusion of the insurance and the commencement of the journey.
- 2.1.8 your inability to begin the journey and your cancellation or rebooking of this because of a change in your job, such that the insured period of the trip falls within the probationary period, though within the first 6 months of the new work activities at most. A precondition here is that the insured journey was booked before your knowledge of the change in jobs.
- 2.1.9 your being forced to cancel or rebook your trip as a consequence of considerable damage to your property resulting from fire, a burst water pipe, natural occurrences or criminal acts (e.g. burglary) committed by a third party. The term "considerable damage" is taken to mean damage to property as a result of the above-mentioned occurrences to a value of at least that indicated in the tariff specifications.

#### **2.2 Insured Occurrences Affecting Insured Persons**

- 2.2.1 You are unable to begin your journey or to attend the event and cancel or rebook this in order to repeat an unsuccessful examination at school, university or college, in the hope of thereby avoiding an extension of the period of studies or to obtain 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.
- 2.2.2 You cancel a school trip or class trip because you have not been moved up to the next class or have not been permitted to take an exam, or because you have left the class before the beginning of the insured trip.
- 2.2.3 You are unable to begin your journey and cancel or rebook this because you are unexpectedly called on to do basic military service, or to take part in reserve-duty training, or are called on to discharge community service and the dates cannot be postponed and the cancellation costs are not accepted by a cost-bearer. No cover is provided in the event of transfer or deployment of a short-service volunteer or a regular soldier.
- 2.2.4 You are unable to begin your trip due to an unexpected court summons and cancel or rebook it, provided the court of jurisdiction refuses to accept your trip booking as a reason for postponement of the court appearance.
- 2.2.5 You cancel the journey due to the submission of a petition for divorce (or the equivalent petition in the event of an amicable separation) to the court of jurisdiction immediately before a joint trip of the affected married couple.

- 2.2.6 You can only continue your journey belatedly or must discontinue it because you have missed a transport connection as a result of delay or postponement of public transport. 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. A precondition here is that the subsequent connection transport is also covered by the insurance and the delay in the transport corresponds to the minimum delay indicated in the tariff specifications.
- 2.2.7 Insurance cover in accordance with point 1.3 is also provided if, for other reasons, you rebook your trip before the deadline indicated in the tariff specifications.

### **2.3 Insurance Cover in the Event of Accompanying Dogs**

You cannot begin your journey and cancel or rebook this due to unexpected serious illness, a serious accident or vaccination incompatibility of a dog listed for the journey.

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

#### **3.1 Prior Illnesses**

No insurance is provided for illnesses that were known at the time at which the insurance was taken out and were treated during the 6 months prior to this. An exception is made here for medical check-ups.

#### **3.2 Psychic Reactions**

No cover is provided for illnesses that, in the given circumstances, can be regarded as the results of psychic reactions to terrorist attacks, aircraft or bus accidents or the fear of internal unrest, acts of war, natural occurrences, illnesses or epidemics.

### **4. What (obligations) must be taken into account when cancelling the trip?**

Supplements to point 3 of the General Part

#### **4.1 Notification Without Delay**

To keep the costs as low as possible, in the event of an occurrence covered by the insurance you or the insured person must cancel the booking immediately vis-à-vis the travel agent and/or the booking point.

#### **4.2 Evidence Provided by a Medical Specialist**

An insured occurrence must be verified at the time of damage (cancellation time) by an explanatory medical certificate, containing a diagnosis and the dates of treatment by a doctor. Should we regard it as necessary, we can have the question of inability to travel certified by a medical specialist.

#### **4.3 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

### **UG. Holiday Guarantee (Travel-Discontinuation Insurance) with Interruption or Discontinuation of a Journey**

#### **1. What benefits are provided by your holiday guarantee?**

In a case of damage (**see point 2; for limitations see point 3**) the following benefits are refunded, **provided these and the damage occurrence are included in the cover described in the tariff specifications.**

Unless some other regulation is adopted in what follows, the reimbursement of the costs listed below for transport, accommodation and catering will be adapted to the quality of the journey booked. 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.

#### **1.1 Additional Costs for the Return Journey**

If you have to interrupt the trip or if you return home from the trip late, we will reimburse you for any proven, additional travel costs (though not transfer costs in the event of death) and the other additional costs incurred as a direct consequence of this, such as costs of overnight accommodation and catering costs (though not

healing costs), as well as the additional costs of the insured person for accommodation (in keeping with the type and class of the booked and insured travel service), if it is unreasonable to expect the insured person to end the journey as planned, because an accompanying risk person is unfit for transportation due to an insured occurrence. 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.

### **1.2 Travel Services Not Taken Advantage Of**

In the event of discontinuation of the trip within the first half of the insured trip, though at most within the first 8 days of the journey we will reimburse the insured travel price. Days of arrival and departure are taken as full days of the trip in each case.

In the event of delayed commencement of the journey, or discontinuation in the second half of the trip (as from the 9<sup>th</sup> day of the trip at the latest) or in the event of interruption of the trip, we reimburse the travel services that could no longer be enjoyed. If the amounts of the individual travel services cannot be objectively proven (e.g. package tours), we will reimburse the unused days of the trip. The reimbursement is calculated as follows:

$$\frac{\text{Unused days of the trip} \times \text{travel price}}{\text{original travel period}} = \text{reimbursement}$$

For calculation of the original travel period the days of arrival and departure are each regarded as full days of the trip.

No reimbursement is made if the service that could not be enjoyed is nothing more than a flight.

### **1.3 Follow-On Travel Costs in the Event of Interruption of the Trip**

If you have booked a tour or a cruise, we will reimburse the local transport costs necessary to rejoin 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 service 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.

### **2. When is an event covered by the insurance?**

An event is covered by the insurance if you are unable to continue or conclude the booked journey or the event as planned because the insured person or a risk person\* (\*for a definition see the tariff specifications), has been affected by one of the following occurrences, and this is listed in the tariff specifications: An event is covered by the insurance when a booked and insured group trip cannot be continued or completed as planned because the loss of an accompanying person due to one of the following occurrences, provided this is included in the tariff specifications, results in the prescribed minimum number of accompanying persons being undercut.

#### **2.1 Insured Occurrences Affecting Insured Persons or Risk Persons**

You are forced to discontinue or interrupt your trip due to

- 2.1.1 an unexpected and severe illness.
- 2.1.2 death, serious accident injury or pregnancy.
- 2.1.3 breakage of prostheses or loosening of implanted joints.
- 2.1.4 considerable damage to your property as a result of fire, a burst water pipe, natural occurrences or criminal acts of a third party (e.g. burglary). The term "considerable damage" is taken to mean damage to property as a result of the above-mentioned occurrences to a value of at least that indicated in the tariff specifications.

#### **2.2 Insured Occurrences Affecting Insured Persons**

- 2.2.1 You can only continue your journey belatedly or must discontinue it because you have missed a transport connection as a result of delay or postponement of public

transport. 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. A precondition here is that the subsequent connection transport is also covered by the insurance and the delay in the transport corresponds to the minimum delay indicated in the tariff specifications.

- 2.2.2 You are absolutely compelled to extend your trip due to natural catastrophe or natural occurrences (avalanche, landslide, flooding, earthquake, whirlwind) at the holiday resort.

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

#### **3.1 Prior Illnesses**

No insurance is provided for illnesses that were known at the time at which the insurance was taken out and were treated during the 6 months prior to this. An exception is made here for medical check-ups.

#### **3.2 Psychic Reactions**

No cover is provided for illnesses that, in the given circumstances, can be regarded as the results of psychic reactions to terrorist attacks, aircraft or bus accidents or the fear of internal unrest, acts of war, natural occurrences, illnesses or epidemics.

#### **3.3 Death Of All Insured Persons**

We do not reimburse the full or proportionate travel price if all the insured persons die during the trip.

### **4. What (obligations) must be taken into consideration in the event of a claim?**

Supplements to point 3 of the General Part

#### **4.1 Evidence Provided by a Medical Specialist**

An insured occurrence must be verified at the time of damage (cancellation time) by an explanatory medical certificate from a local doctor containing a diagnosis and the dates of treatment. Should we regard it as necessary, we can have the question of inability to travel certified by a medical specialist.

#### **4.2 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are stipulated under point 3.5 of the General Part.

## **UmV. Connection Insurance**

### **1. What benefits are offered by your connection insurance?**

In the event of damage (**see point 2; for limitations see point 3**) the following benefits are provided, **if these and the case of damage in question are included in the tariff specifications** and fall within the given deadlines.

#### **1.1 Connection Costs**

In the event that the connection flight is delayed, we reimburse the costs of the new booking or rebooking of the connecting flight in keeping with the original type and quality of booking of the insured trip, up to the level of the insurance sum.

#### **1.2 Costs of Overnight Accommodation**

If the next possible connecting flight is not available until the following day, we accept the costs of an overnight stay in a hotel (without catering), corresponding to the type and quality of the original booking, in a near-lying hotel up to the level of the insurance sum.

### **2. When is an event covered by the insurance?**

In the case of flight bookings with changing of aeroplanes, we recognize benefits for failure to make the connection due to a delay in the first of the two flights. A prerequisite here is that the flight has been booked with a state-licenced and registered airline in keeping with a generally available, scheduled and published plan shown on the indicator board at the airport and that the local area of application and the minimum delay are in keeping with the tariff specifications.

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

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.

### **4. What (obligations) must be taken into account in the case of the connection insurance?**

The obligations and the legal consequences of their violation are given in point 3 of the General Part.

## **RGV. Luggage Insurance**

### **1. What benefits are offered by your luggage insurance?**

In a case of damage (**see point 2; for limitations see point 3**) you will receive indemnification up to the amount of the insurance sums, **provided the occurrence and the goods are covered by the insurance in accordance with the tariff specifications.**

#### **1.1 Performance in Cases of Destruction or Loss**

In a case of damage covered by the insurance we reimburse property that has been destroyed or lost, in as much as this is covered in terms of point 2, at the insured value at the time of the occurrence of damage. The insured value is the amount generally required to procure a new specimen of the same type and quality at your permanent place of residence, less an appropriate sum (fair value) reflecting the state of the insured article (age, wear, usage, etc.).

#### **1.2 Performance in the Event of Damage**

For damaged articles capable of repair, we pay the necessary repair costs and any lasting loss in value, in as much as this is covered in terms of point 2, though only up to a maximum value equivalent to that of the insured value.

### **2. When is an event covered by the insurance?**

Insurance cover is provided for the following occurrences, provided these are listed in the tariff specifications.

#### **2.1 Damage to Luggage Given into Safekeeping**

If you have entrusted your luggage to a transport or transfer company, a lodgings storage facility or a left-luggage office, we will provide cover, if it is lost, destroyed or damaged there, up to the level of the insurance sum and indemnification limits.

#### **2.2 Delayed Delivery of Luggage**

If your luggage fails to be delivered on time by a transport or transfer company, i.e. it does not arrive at the destination on the same day as you (delayed delivery), we reimburse the verifiable expenditure on essential replacements up to the agreed indemnification limit.

#### **2.3 Criminal Acts of Third Parties Affecting Luggage, Sports Equipment or Valuables**

You have insurance cover up to the level of the insurance sum and indemnification limits in the event that insured articles are lost, damaged or destroyed as a result of criminal behaviour by a third party. Such behaviour includes theft, burglary, robbery, robbery under threat and deliberate damage to property.

#### **2.4 Traffic Accident Damage Affecting Luggage, Sports Equipment or Valuables**

You have insurance cover up to the level of the insurance sum and indemnification limits in the event that insured articles are lost, damaged or destroyed due to a transport accident (e.g. traffic accident).

#### **2.5 Damage by Fire, Explosion or Natural Occurrences Affecting Luggage, Sports Equipment or Valuables**

You have insurance cover for insured property up to the level of the insurance sum and indemnification limits in the event that the insured property is lost, damaged or destroyed as a result of fire, lightning strike, explosion, storm, flooding, landslide, earthquake, or avalanche.

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

#### 3.1 Limitations Applying to Valuables

Insurance cover is only provided for valuables, in accordance with the tariff specifications, section on luggage, if these are worn or used as foreseen or are in personal safekeeping and are securely taken along or are in a properly locked room within a building or a passenger ship. Jewellery and articles made of precious metals are only insured, however, if they are also in a locked container that provides increased security, even against the removal of the container itself.

#### 3.2 Limitations Applying to Motor Vehicles and Motorized Water Vehicles

We provide insurance cover for damage to luggage in unsupervised motor vehicles / trailers / water-sports vehicles due to criminal acts of third parties only if the luggage was in a closed and securely locked interior environment or boot and could not be seen from outside (in the case of a water-sports vehicle, for example, in a cabin or a packing box) or in luggage boxes soundly attached to the vehicle. In this case we provide no indemnification for the valuables listed in the tariff specifications in the section on luggage.

Supervision implies the permanent presence of an insured person, or of a person entrusted by the insured person, in the vicinity of the item to be secured, though not the surveillance of an area open to general access (e.g. a car park, port).

We provide reimbursement only if it can be proven that the damage occurred during the daytime hours between 6.00 a.m. and 10.00 p.m., or during a break in the journey lasting no more than 2 hours.

If, when travelling in a motor vehicle, the luggage is not unloaded immediately after arrival at the permanent place of residence, the insurance cover will be considered to have already ended at the time of arrival.

#### 3.3 Limitations Applicable to Camping

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).

If you leave property **unsupervised** (as defined under point 3.1) 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.

Valuables in an unsupervised tent are not insured. These items are only reimbursed if the prerequisites in accordance with point 3.1 are satisfied, or if they have been handed into the safekeeping of those operating the camping site, or have been left in a caravan / mobile home that has been properly secured by means of locking, or unseen in the closed interior environment of a motor vehicle secured by locking, in an official camping site.

#### 3.4 Damage Due to Mislaying

No insurance cover is provided for damage due to mislaying items, or their being left lying, left standing or left hanging.

#### 3.5 Damage Due to Wear and Tear

No insurance cover is provided for damage due to natural or faulty characteristics of the insured item (e.g. use or wear and tear).

### 4. What (obligations) must be taken into account in connection with damage to luggage?

Supplements to point 3 of the General Part

#### 4.1 Ascertainment of Compensation Claims Against a Third Party

Damage to luggage entrusted to the safekeeping of others as well as damage due to delayed delivery must be reported to those responsible for such safekeeping immediately, and the latter must confirm this notification in writing. We must also be sent certification. In the event of externally non-recognizable damage, you must notify the respective company immediately after discovery of the damage, observing the deadline for complaints, and must request that the damage be inspected and confirmed within 7 days at the latest.

### 4.2 Reporting to the Police

You must report damage due to criminal acts of third parties and fire damage to the relevant police station **immediately**, submitting a full list of everything affected by the case of damage, and you must have this confirmed in writing. The list of items to be submitted to the police, relating to the case of damage, must be completed as an itemized list and must also contain details as to the time of acquisition in each case, as well as to the purchase price of the individual items. The full police record must be submitted to us.

### 4.3 Consequences of Non-Compliance with Obligations

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## UV. Travel Accident Insurance

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

In the case of damage (see point 2; for limitations see point 3) the following benefits are paid, **provided these are covered in the tariff specifications**.

#### 1.1 Benefits in Cases of Invalidity

The prerequisite for benefits is that your physical or mental capabilities are, due to the accident, permanently impaired (invalidity). An impairment is permanent if it can be expected to last for longer than 3 years and no change in the condition can be expected to take place.

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

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

an arm at the shoulder joint	70%
an arm to above the elbow	65%
an arm to below the elbow	60%
a hand at the wrist joint	55%
a thumb	20%
an index finger	10%
some other finger	5%
a leg above the middle of the thigh	70%
a leg up to the middle of the thigh	60%
a leg up to just below the knee	50%
a leg up to the middle of the lower leg	45%
a foot at the ankle joint	40%
a big toe	5%
some other toe	2%
an eye	50%
hearing in one ear	30%
the sense of smell	10%
the sense of taste	5%

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

1.1.2 In the event of loss or impairment of parts of the body or sensory organs not listed above, due to the event covered by the insurance, the deciding factor shall be the extent to which normal physical or mental capability is impaired, this assessment being restricted solely to consideration of the medical aspects.

1.1.3 If, due to the event covered by the insurance, several physical or mental functions are impaired, the above-mentioned degrees of invalidity are added together. A total value exceeding 100% will not, however, be accepted.

1.1.4 If, as a result of the event covered by the insurance, a physical or mental function that had already been permanently damaged is again affected, a deduction corresponding to the value of the prior invalidity will be

made. This will be assessed on the basis of the degrees of invalidity in accordance with point 1.1.1.

- 1.1.5 If, due to accident, death occurs within one year of the event covered by the insurance, no claim for invalidity benefit will be recognized.
- 1.1.6 If the insured person dies within one year of the event covered by the insurance for reasons unconnected with accident, or (irrespective of the cause) more than 1 year after the accident, and a claim for invalidity benefit based on point 1.1.1 existed, we will pay benefits according to the degree of invalidity which would have to have been calculated, based on the most recent medical diagnoses.
- 1.1.7 Once we have received the documents that the insured person is required to submit as evidence in reconstructing both the circumstances and the consequences of the accident, as well as for verification of completion of the medical treatment (a prerequisite for assessment of the degree of invalidity), we must declare within 3 months whether and to what extent we will recognize a claim. Before completion of the medical treatment, no claim for invalidity benefit can be made within a year of the accident. The medical fees incurred by the insured person for purposes of justifying the claim for benefits will be met by us.
- 1.1.8 Both the insured person and we are entitled to have the degree of invalidity medically certified once a year, this for a maximum period of 3 years after the occurrence of the accident. This right must be exercised by us at the time of submission of our declaration in keeping with point 1.1.7, and by the insured person within a month of receipt of this declaration. If the final assessment results in a higher invalidity benefit than that already paid by HanseMerkur, the additional amount will be paid subject to added interest at a rate of 4% per annum.

#### **1.2 Benefits in Cases of Death**

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

#### **1.3 Benefits for Rescue and Transportation**

If the insured person has met with an accident covered by the insurance policy, we will reimburse the costs incurred – up to the contractually stipulated amount – for

- 1.3.1 the search, rescue and recovery measures undertaken by public or private rescue services, provided it is customary that charges are invoiced;
- 1.3.2 transport of the injured person to the nearest hospital or to a special clinic, if this is medically required and is prescribed by a doctor;
- 1.3.3 additional costs for the return of the injured person to his or her permanent place of residence, provided these additional costs result from medical prescriptions or are unavoidable because of the type of injuries incurred;
- 1.3.4 transfer to the last permanent place of residence, in cases of death;
- 1.3.5 deployment in keeping with point 1.3.1, if you have not suffered an accident but were in immediate danger of doing so, or if this was at least to be feared in the given circumstances.

#### **1.4 Benefits Paid for the Costs of Cosmetic Surgery**

- 1.4.1 If, as a consequence of an accident covered by the insurance, the outer body of the insured person has been damaged or deformed such that, after completion of the medical treatment the outer appearance of the insured person has been permanently impaired, and if the insured person decides to undergo cosmetic surgery aimed at correcting this impairment, we will bear the one-time costs associated with the operation and the clinical treatment for doctors' fees, medicaments, dressings and bandaging and other medically prescribed remedies, as well as the costs of accommodation and catering in the clinic up to the level of the agreed insurance sum. The front teeth and incisors visible when the mouth is open are not included in the term "outer body".

- 1.4.2 The operation and the clinical treatment of the insured person must have been undertaken and completed within a period of 3 years as from the date of the accident. If the insured person has not yet reached the age of 18, the costs will be reimbursed even if the operation and the clinical treatment has not been completed within this deadline, but is completed before the insured person reaches the age of 21.

- 1.4.3 Costs not reimbursed are those for food and semi-luxury items, for health cures and pleasure trips, and for nursing care, unless the deployment of professional hospital nursing staff has been prescribed.

#### **1.5 Hospital Daily Benefits**

If the insured person must undergo necessary, full in-patient, hospital medical treatment due to an accident covered by the insurance, we will pay benefits to the value of the agreed insurance sum for each calendar day of the full in-patient treatment, though only for as long as the period indicated in the tariff specifications, calculated as from the day of the accident. Cures and stays in sanatoriums or convalescent homes, and rehabilitation measures are not regarded as necessary medical treatment.

#### **2. When is an event covered by the insurance?**

Given that they are included in the tariff specifications, insurance cover is provided for the following occurrences:

##### **2.1 Damage to Health as a Result of an Accident**

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

##### **2.2 Strains and Torn Ligaments**

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

##### **2.3 Drowning or Suffocating**

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

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

##### **3.1 In which cases are no benefits paid?**

We pay no benefits for:

- 3.1.1 accidents due to mental disorders or to impaired consciousness, even if attributable to drunkenness or to drug consumption, or due to stroke, epileptic attack or other forms of seizure that affect the entire body of the insured person. Insurance cover is provided, however, if such disturbances or attacks are caused by an accident covered by this contract;
- 3.1.2 accidents suffered by the insured person as a consequence of his or her wilful participation, or attempted participation, in a criminal offence;
- 3.1.3 accidents caused directly or indirectly by acts of war or civil war, or in connection with terrorist attacks. Insurance cover is provided, however, if the insured person is unexpectedly affected by acts of war or civil war while travelling abroad. This extension of the insurance cover does not apply, however, to journeys in or through countries within the territories of which war or civil war prevailed at the time of setting off on the journey. It also fails to hold for active participation in war or civil war, as well as for accidents involving ABC (atomic, biological or chemical) weapons;
- 3.1.4 accidents suffered by the insured person as an aircraft pilot (including the piloting of a sports aircraft or vehicle), if a permit or licence for this is required by German law, or as a member of the crew of an aircraft with some causal association to the operation of an aircraft;

- 3.1.5 accidents suffered by the insured person during an activity requiring the help of an aircraft;
- 3.1.6 accidents suffered by the insured person during the use of spacecraft; insurance cover is provided, however, as the passenger of an airline;
- 3.1.7 accidents suffered by the insured person as the driver, navigator or a passenger of a motorized vehicle participating in motor events, including related training runs geared to maximizing speed;
- 3.1.8 accidents caused directly or indirectly by nuclear energy;
- 3.1.9 accidents suffered by the insured person while at work;
- 3.1.10 damage to health caused by radiation, as well as damage to health due to healing measures or surgery applied to the body of the insured person. Insurance cover is provided, however, if healing measures or surgery, including diagnostic and therapeutic radiation, is required due to an accident covered by this contract;
- 3.1.11 damage to health due to infection. This is also excluded if the infection is caused by insect stings or bites, or by other minor damage to the skin or mucosa, through which infectious germs gained access to the body, whether immediately or at some later date. Insurance cover is provided, however, for rabies and tetanus, as well as for infections that gain access to the body due to accident injuries and are not excluded in the context of sentence 1. Insurance cover is also provided for infections caused by healing measures or surgery – as well as diagnostic and therapeutic radiation – made necessary by an accident covered by this contract;
- 3.1.12 an abdominal hernia. Insurance cover is provided, however, if the said condition is caused by a violent, external influence of the sort covered by the terms and conditions of this contract;
- 3.1.13 damage to intervertebral discs, bleeding of internal organs or cerebral haemorrhage. Insurance cover is provided, however, if an accident covered by this contract is the main cause;
- 3.1.14 pathological disturbances caused by psychological or emotional reactions, regardless of their origins;
- 3.1.15 poisoning as a result of the intake of solid or liquid substances via the throat.

### **3.2 What effect does illness or affliction have?**

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

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

Supplements to point 3 of the General Part

### **4.1 Consult a Doctor Immediately**

The insured person must consult a doctor immediately after having had an accident for which benefit may presumably be claimed. The insured person must follow the medical advice received and must also make efforts to minimize the consequences of the accident.

### **4.2 Examination by Doctors Appointed by Us**

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

### **4.3 Notification in Cases of Death**

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

### **4.4 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are stipulated under point 3.5 of the General Part.

## **NFV. Emergency Insurance**

### **1. What benefits are covered by your emergency insurance?**

In the event of damage (**see point 2**) the following benefits are granted, provided these are included in the tariff specifications for travel insurance cover.

#### **1.1 Benefits in Cases of Illness/Accident and Death**

##### **1.1.1 Declaration of Acceptance of Costs**

If no private insurance or statutory health insurance is obliged to pay benefits, we will give the hospital, via our emergency-call service, a guarantee to pay the costs. The cost-acceptance guarantee is made at the agreed amount in the form of the granting of a loan for the insured person. The prerequisite for this is submission of a copy of the identity card or the passport of the insured person to our emergency-call service. The amount made available by us is to be repaid by the policyholder or the insured person within a month of receipt of the invoice.

##### **1.1.2 Transportation by Ambulance**

For journeys within the country in which the insured person has a permanent place of residence, or in countries with a national boundary to this country, we organize, at the request of the insured person and provided the patient is in a transportable condition, transfer by medically appropriate means of transportation from the place of in-patient 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 in-patient hospital treatment is expected to last at least 5 days. We will also bear the additional costs incurred, as compared to the costs of the originally planned return journey, up to the amount named in the tariff specifications.

##### **1.1.3 Rescue Costs, etc.**

If the insured person suffers an accident and must as a consequence be searched for, saved or rescued, we will refund the costs involved up to the level indicated in the tariff specifications.

##### **1.1.4 Transfer Costs and Burial Costs:**

Costs for burial abroad will be reimbursed up to the level of the expenditure that would have been incurred by the transfer, or the necessary additional costs that would have been incurred, in the event of the death of an insured person, by the transfer of the deceased to the permanent place of residence.

#### **1.2 Benefits Payable in Cases of Discontinuation of the Journey or Delayed Return**

If the journey booked by the insured person cannot be completed as planned for any of the following reasons, we organize the return journey and ensure that a loan covering the additional costs, as compared to the costs of the originally planned return journey, is provided. 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 us as a single sum within a month of the end of the journey.

##### **1.2.1 Discontinuation/Return due to Illness, Accident or Death**

Insurance cover is provided, in accordance with point 1.2, in cases of unexpected, severe illness, severe accident or death 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 under-aged children 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;

##### **1.2.2 Discontinuation/Return due to a Kidnapping**

In the event of the kidnapping of the insured person or of a co-traveller of the insured person, we grant a loan per insured person up to the value of the amount indicated in the tariff specifications for the performance in accordance with point 1.2.

### **1.3 Travel Message**

If the insured person cannot be reached during the journey, we try to send a travel message (e.g. via the radio) and accept the costs of this.

### **1.4 Criminal Prosecution**

For the following cited costs we grant a loan up to the value of the sum indicated in the tariff specifications. The loan must be repaid to us by you or by the insured person immediately after their reimbursement by the appropriate authority or by the court, though within 3 months of payout at the latest.

#### **1.4.1 Help in the Event of Imprisonment and Threatening Imprisonment**

If the insured person is arrested or is threatened with imprisonment, we will provide assistance in finding a lawyer and/or an interpreter. In this connection, we will cover any due court costs, lawyers' charges and interpreter's fees in the form of a loan, up to the value of the agreed sum.

#### **1.4.2 Loan for Bail**

We provide a loan for any bail demanded by the authorities, up to the agreed sum.

### **1.5 Loss of Means of Payment and Documents**

#### **1.5.1 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, we establish contact with the insured person's principal bank via our emergency-call service. If necessary, we can assist in transferring funds released by the principal bank to the insured person. Should it prove impossible to contact the principal bank within 24 hours, we can provide the insured person with a loan, via our emergency-call service, against submission of a copy of the insured person's identity card or passport, up to the level of the sum indicated in the tariff specifications. This loan must be repaid to us, as a single sum, within a month of the end of the journey.

#### **1.5.2 Loss of Credit Cards and EC or Maestro Cards**

In the event that credit cards and EC or Maestro cards are lost, we help the insured person to block the card account(s). We accept no liability, however, for the proper implementation of the blockage or for any consequent financial loss, despite the blocking of the account(s).

#### **1.5.3 Loss of Travel Documents**

In the event that travel documents are lost we can assist in acquiring replacement documents.

### **1.6 Rebookings/Delays**

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

### **1.7 Bicycle Cover**

#### **1.7.1 Bicycle Breakdown**

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

#### **1.7.2 Cover Against Bicycle Theft**

If the trip can no longer be continued as planned because the bicycle used by the insured person during the trip has been stolen, we accept 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 agreed amount per insured case of damage.

### **1.8 Guardian Angel for Your Home**

If you have to discontinue or interrupt your trip due to considerable damage to your property at home as a result of fire,

a burst water pipe, natural occurrences or the criminal acts of a third party (e.g. burglary), we will organize your return journey home and then back to the holiday resort, and we will bear the additional travelling expenses. The damage is regarded as being "considerable" when this amounts to at least the sum indicated in the tariff specifications. In reimbursing the costs, the type and quality of the originally booked journey will be taken as a basis. If emergency repairs are necessary or if emergency replacement purchases are needed for your property at home, you will receive from us, against presentation of the invoice and proof of the necessity of the replacement, an amount up to the level of the sum indicated in the tariff specifications.

### **1.9 Guardian Angel for Your Motor Vehicle**

In the event of considerable damage to your privately used passenger car, which during your holiday trip has been left at your place of residence or was parked, on the day of your continuing the journey using other means of transport, in a multi-storey car park (e.g. at the airport) for the duration of the trip, we will reimburse the retained risk in your fully comprehensive or third-party insurance, up to the amount indicated in the tariff specifications. An insured case of damage requires that this has a value of at least that indicated in the tariff specifications, that your car insurer is notified and that the latter, in the context of the reimbursement, deducts a retained risk.

## **2. When is an event covered by the insurance?**

An event is covered by the insurance if you suffer an emergency during your journey that is insured in accordance with point 1. Via our worldwide emergency service we can provide help in emergency situations indicated under point 1, suffered by the insured person during the trip.

## **3. What (obligations) must be taken into consideration in the event of a claim?**

Supplements to point 3 of the General Part

### **3.1 Contacting Our Worldwide Emergency Service**

The prerequisite here for the complete service provided by our emergency insurance is that the insured person, or a person appointed by him or her, contacts our worldwide emergency service by telephone or by some other means, at the time of occurrence of the damage covered by the insurance. This contact must take place immediately. The telephone number can be found under "Important Details in Cases of Damage" in your contract documents or on our Internet site [www.hansemerkur.de](http://www.hansemerkur.de) under "Travel Emergency-Call Service" or "Reise-Notruf-Service".

### **3.2 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## **AZV. Motorail-Train and Ferry Insurance**

### **1. What benefits are offered by your Motorail-Train and Ferry Insurance?**

In the case of damage (see point 2; for limitations see point 3) the following benefits are refunded up to the level of the insurance sum, provided these are included in the cover provided by the tariff specifications.

#### **1.1 Reimbursement of Replacement Value**

In the event of theft or loss of the vehicle or its parts we will reimburse the replacement value as per date of damage. Replacement value is the purchase price that you have to pay in order to buy a used vehicle of equal value, or a replacement part of equal value.

#### **1.2 Reimbursement of the Restoration Costs**

In the event of damage to the vehicle we will bear the costs of the restoration, though only up to the replacement value of the vehicle. Regarding the costs of the replacement parts and the paintwork, a "new-for-old" deduction will be made corresponding to age and wear.



## **2. When is an event covered by the insurance?**

An event is covered by the insurance in cases of damage, loss or theft of motor vehicles, trailers and boats on motorail trains and ferries.

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

### **3.1 Goods Not Insured**

Goods not insured include those that are left in the vehicle (e.g. accompanying luggage and vehicle accessories that are not soundly attached to the vehicle).

### **3.2 Non-Insured Performance**

We do not reimburse changes, improvements, repairs due to wear and tear, reduction in value, outer appearance or performance capacity, transportation and registration costs, loss of use, customs duty or the costs of a replacement car and fuel. Consequential financial loss is not reimbursed.

### **3.3 Occurrences Not Insured**

Damage caused to the vehicle during loading or unloading is not insured.

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

Supplements to point 3 of the General Part

### **4.1 Immediate Notification of the Transport Company**

You must report any damage suffered to the transport company immediately, taking care at the same time to observe the terms of transportation. As regards the type and extent of the damage, you must ask for a written statement from the transport company, which is to be sent to us together with the damage notification.

### **4.2 Reporting to the Police**

Damage due to criminal behaviour by a third party must be reported immediately and in detail to the nearest police department responsible. Please send us the full police report.

### **4.3 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## **ARSBV. Car Accident and Breakdown Insurance**

## **1. What benefits are offered by your car accident and breakdown insurance?**

In a case of damage (see point 2; for limitations see point 3) the following benefits are refunded, **provided these and the damage occurrence are included in the cover described in the tariff specifications.**

### **1.1 Help at the Place of Damage**

If, after a breakdown or an accident affecting the vehicle, the drive cannot be continued immediately, we will organize, via our worldwide emergency service, the repair of the motor vehicle at the place of damage by sending a breakdown-repair vehicle or by towing the motor vehicle to the nearest workshop.

### **1.2 Spare-Part Dispatch**

If the necessary parts required for repair are not available locally, we will arrange – via our worldwide emergency service – for them to be sent by the fastest means possible. The forwarding expenses will be met by us.

### **1.3 Motor-Vehicle Transport after Breakdown**

If a motor vehicle that cannot be used, due to a breakdown or an accident, cannot be repaired locally or in the nearby vicinity within 3 workdays and if the vehicle is not a "write-off", whether economically or technically, we will organize – via our worldwide emergency service – the transportation to a suitable workshop, or else return transportation of the motor vehicle to your place of residence. The costs of the transportation or return transportation of the motor vehicle will be borne by us.

### **1.4 Scrapping of the Motor Vehicle**

If, following an accident, the motor vehicle has to be scrapped, we will organize the scrapping – via our worldwide emergency service – and will bear the costs.

## **1.5 Payment of Customs Duties for the Motor Vehicle**

In cases of total loss or theft we will help you – via our worldwide emergency service – to deal with the customs formalities, if the motor vehicle is subject to customs duties abroad. We will also reimburse the process costs (though not the customs duty or the taxation).

## **1.6 Refunding of Additional Travelling Expenses**

If you are unable to continue your journey following a breakdown, an accident or theft involving the motor vehicle used on your journey, we will bear the costs, up to the agreed insurance sum, for overnight stays in a medium-priced hotel at the damage location for all of the justified passengers of the motor vehicle for up to 3 days, or for the further journey to the destination of the trip, or back to your place of residence, as well as the costs for the collection of the repaired motor vehicle.

## **2. When is an event covered by the insurance?**

### **2.1 Breakdown or Accident**

An event is covered by the insurance if your motor vehicle is no longer able to drive due to a breakdown or to an accident at a distance of more than 50 km from your place of residence.

### **2.2 Theft**

A case of damage exists, if the motor vehicle used by you during the trip is stolen.

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

### **3.1 The Age of the Motor Vehicle**

We provide no insurance cover if the motor vehicle, on the day of damage, is more than 10 years old, calculated as from the day of its first registration.

### **3.2 Costs Not Covered by the Insurance**

We do not reimburse repair costs or any customs charges or taxes in the event of payment of customs duties for the motor vehicle.

### **3.3 Missing Driving Licence**

No insurance cover is provided if the authorized driver did not have the prescribed driving licence.

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

Supplements to point 3 of the General Part

### **4.1 Contacting Our Worldwide Emergency Service**

The prerequisite here for the complete service provided by our car accident and breakdown insurance is that the insured person, or a person appointed by him or her, contacts our worldwide emergency service by telephone or by some other means, at the time of occurrence of the damage covered by the insurance. This contact must take place immediately.

### **4.2 Reporting to the Police**

Damage due to criminal behaviour by a third party must be reported immediately and in detail to the nearest police department responsible. Please send us the full police report.

### **4.3 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## **HAFT. Travel Liability Insurance**

## **1. What benefits are offered by your Travel Liability Insurance?**

In the case of damage (see point 2; for limitations see point 3) you will receive the following benefits up to the level of the insurance sum, **provided these are included in the cover provided by the tariff specifications.**

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

Our performance includes examining the question of liability and

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

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

### **1.2 Provision of Security in Cases of Due Pension Entitlements**

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

### **1.3 Costs of a Legal Dispute**

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

## **2. When is an event covered by the insurance?**

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

### **2.1 Everyday Liability Risk**

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

- 2.1.1 as the head of a family or household (e.g. as arising from the legal obligation to supervise minors);
- 2.1.2 as a cyclist;
- 2.1.3 when participating in sport (except for the types of sport referred to under point 3.2.3);
- 2.1.4 as a rider or driver of unfamiliar horses and carriages for private purposes (liability claims raised by the keeper or owner of the animals against the insured person and/or the policyholder are not covered by the insurance);
- 2.1.5 in connection with the possession and use of model aircraft, unmanned balloons and kites that have neither a motor nor another form of in-built propellant, the flight weight of which does not exceed 5 kg and for which no compulsory insurance is required;
- 2.1.6 in connection with the possession and use of self-owned, borrowed or hired rowing boats and pedal boats, as well as non-self-owned sailing boats that are neither driven by a motor (including an outboard motor) nor by another form of in-built propellant and for which no compulsory insurance is required;
- 2.1.7 in connection with the ownership, possession, keeping or use of self-owned or borrowed surfboards for sporting purposes; an exception, however, is the statutory liability of the insured person associated with rental, hire, lending, or other forms of use-transfer to a third party.

## **2.2 Liability Claims Due to Hired or Rented Property**

In amendment of point 3.2.4 damage to hired or rented property is also embraced in the scope of the insurance cover provided. The insurance cover extends in this context to the everyday liability risks faced as the user of rooms within buildings temporarily rented for private purposes as travelling accommodation (e.g. hotel rooms and pensions, holiday apartments, bungalows, the household of the host family in cases of au pairs), as well as of rooms the use of which is associated with the foreseen accommodation and is permissible (e.g. dining rooms, shared bathrooms), up to the sum indicated in the tariff specifications.

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

- damage to mobile items such as pictures and paintings, furniture, television sets, crockery, etc.;
- damage resulting from wear and tear, as well as from excessive use;
- damage to heating systems, machinery, boilers and water-heating equipment, as well as to electrical and gas devices;
- recourse claims falling under waiving of recourse in agreement with the fire insurer for overlapping damage occurrences.

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

### **3.1 Non-Insured Liability Risks**

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

### **3.2 Non-Insured Liability Claims**

- 3.2.1 Liability claims which exceed the liability limits stipulated by law.
- 3.2.2 Claims relating to salaries, pensions, wages and other fixed income, catering, medical treatment for a job handicap, claims to welfare entitlements and claims arising from legislation associated with civil unrest.
- 3.2.3 Liability claims arising from your participation in horse racing, bike racing or motor-vehicle racing, boxing or wrestling matches, martial arts of all sorts, including preparation (training) for such activities.
- 3.2.4 Unless otherwise explicitly listed in the tariff specifications, liability claims due to damage to the property of others, which you have rented or hired, leased, borrowed or have acquired unlawfully, or the subject matter of a special safekeeping agreement.
- 3.2.5 Liability claims resulting from environmental damage to soil, air or water (including lakes and rivers) and all further damage resulting therefrom.
- 3.2.6 Liability claims for damage suffered by those of your relatives who live together with you in the same household. Such relatives of the insured person are the spouse, parents, children, adoptive parents and adopted children, parents-in-law, sons-in-law and daughters-in-law, stepparents and stepchildren, grandparents and grandchildren, siblings as well as foster parents and foster children, as well as persons who, due to a lasting and family-like relationship, have become as close as parents and children.
- 3.2.7 Liability claims between several persons insured under the same insurance contract, as well as between the policyholder and the insured persons of one and the same insurance contract.
- 3.2.8 Liability claims between several persons who have jointly booked a journey and undertake this journey together.
- 3.2.9 Liability claims for damage resulting from the transmission of an illness.

- 3.2.10 Liability claims based on damage arising from the use of weapons of all sorts.
- 3.2.11 Liability claims arising from all sorts of financial loss.
- 3.2.12 Unless otherwise explicitly listed in the tariff specifications, liability claims due to damage arising from the loss of property, including money, securities and valuables.

### **3.3 Limitation of Performance**

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

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

- Supplements to point 3 of the General Part –

### **4.1 Immediate Notification of Damage**

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

### **4.2 Notification of Legal Dispute Without Delay**

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

### **4.3 Assignment of Litigation**

If the liability claim is taken to court, you must permit us to undertake the proceedings, you must grant power of attorney to the solicitor appointed or identified by us, and you must make all statements considered necessary by the solicitor or by us. You must lodge appeals against any default summons or decrees on compensation issued by the administrative authorities within the

given deadline, and must lodge any other appeal measures necessary, without waiting for our instructions.

### **4.4 Assignment of Exercising of Rights in Pension Cases**

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

### **4.5 Authorization**

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

### **4.6 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## **SBAV. Exclusion-of-Retained-Risk Insurance**

### **1. What benefits are offered by your exclusion-of-retained-risk insurance?**

The exclusion-of-retained-risk insurance is an additional comprehensive insurance for hired motor cars that is only granted as an addition to an existing (main) comprehensive insurance for the hired motor car insurance cover in keeping with the following regulations. In the case of damage (**see point 2; for limitations see point 3**) the following benefits are refunded up to the level of the insurance sum, provided these are included in the cover provided by the tariff specifications.

#### **1.1 Reimbursement of Retained Risk**

In a case of damage covered by the insurance we will reimburse you for the retained risk imposed by a car-hire agency or directly by the (main) comprehensive insurance of the car-hire agency. A prerequisite here is that you first make payment to the car-hire agency or to your car-hire agency's (main) comprehensive insurance company.

### **2. When is an event covered by the insurance?**

The retained risk will only be borne by us if the motor vehicle or parts soundly attached to it suffer any of the following occurrences:

#### **2.1 Fire or Explosion**

Fire and explosion are covered by the insurance. The term "fire" applies to a blaze with flames that occurred without a specific source or cause, and threatens to spread under its own power. Damage due to scorching or sweltering shall not be regarded as fire damage. Explosion is a sudden expression of energy due to the expansion of gasses or vapours.

#### **2.2 Theft**

You have insurance cover in the event of theft, particularly larceny, unauthorized use by company-external persons, robbery and embezzlement. Embezzlement by those to whom you sold the vehicle under reservation of your ownership, or by those to who it was handed over for purpose of use or of sale, is excluded by the insurance.

#### **2.3 Natural Occurrences**

We provide cover for the direct effects of storm, hail, lightning strike or flooding on the vehicle. The term "storm" refers to a weather-specific movement of air of at least force 8 (on the Beaufort scale). The cover also extends to damage caused by objects thrown against the vehicle by these natural elements. No cover is provided for damage that can be traced to the behaviour of the driver as a result of these natural elements.

#### **2.4 Animal-Related Damage**

Cover is provided for collisions of the moving vehicle with all sorts of animals.

#### **2.5 Accident**

Insurance cover is provided for damage from the sudden, direct external influence of occurrences exerting a mechanical force. Damage to the brakes, to the operation of the vehicle, or pure breakage, however, is not insured.

## **2.6 Wanton or Malicious Acts**

We provide cover in cases of damage due to malicious acts of company-external persons.

## **2.7 Short Circuit**

Cover is also provided for damage to the cabling of the vehicle due to short circuit. Consequential damage, particularly further damage to the vehicle itself, is not insured.

## **2.8 Damage to or Destruction of the Tyres**

You have insurance cover for damage to or destruction of the tyres, provided the damage or destruction was due to an occurrence that also caused further damage to the vehicle that is covered by the insurance.

## **2.9 Broken Glass**

Breakage of the glass on the vehicle is insured. If the damage due to breakage of the windscreen can be repaired without having to exchange the windscreen, the repair costs will be reimbursed without deduction of the agreed retained risk. Consequential damage, particularly further damage to the vehicle itself, is not insured.

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

### **3.1 No Insurance Cover is Provided**

- 3.1.1 for damage for which the existing (main) motor-vehicle insurance of the car-rental company foresees no insurance cover.
- 3.1.2 for changes, improvements, repairs due to wear and tear, reduction in value, outer appearance or performance capacity, transportation and registration costs, loss of use, customs duty or the costs of a replacement car and fuel.
- 3.1.3 for damage due to improper use.
- 3.1.4 for damage incurred on non-public roads.
- 3.1.5 in the event of claims for compensation due to damage, destruction or loss of mobile property transported with the insured vehicle.

### **3.2 Goods Not Insured**

The insurance does not provide cover for the following listed vehicle parts and accessories, even if these are soundly attached to the hired motor vehicle:

bar and kitchen utensils, roof box, bleepers, hydraulic loading ramps, canopies, multifunction devices (audio, video and/or telecommunications equipment including accessories), navigation and similar traffic guidance systems, even if combined, for example, with a radio, or special superstructures and awnings.

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

### **4.1 Notification of Car-Hire Company as to Damage**

You must report any damage suffered to the car-hire company immediately, taking care at the same time to observe the car-hire terms. As regards the type and extent of the damage, please be sure to obtain a written statement from the car-hire company, which should be sent to us together with the damage notification.

### **4.2 Reporting to the Police**

You must report damage due to criminal acts of third parties and fire damage to the relevant police station **immediately**, submitting a full list of everything affected by the case of damage, and you must have this confirmed in writing. The full police record must be submitted to us.

### **4.3 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.

## **KH. Liability Insurance for Car Rentals Abroad**

### **1. What cover is provided by your liability insurance for car rentals abroad?**

In the event of a claim (see point 2; for limitations see point 3), the following benefits are accorded, **provided these are included in the tariff specifications**.

## **1.1 Examining the Question of Liability**

Our scope of performance includes examining the question of liability and the rejection of unjustified claims, or, in the case of a justified claim, indemnification of damage suffered, which you are required to pay. A claim is justified if it is given our expressed or approved recognition, if it is the result of a settlement concluded or approved by us, or if it is the result of a court decision.

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

## **1.2 Provision of Security in Cases of Due Pension Entitlements**

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

## **1.3 Costs of a Legal Dispute**

If, in the case of damages covered by the insurance, a legal dispute as to the claim arises between you and the injured party, or the successors of the latter, we will pursue the lawsuit in your name. In this case the costs incurred will be borne by us, and will not be offset as a benefit against the insurance sum.

## **2. When is an event covered by the insurance?**

We will free you from claims for compensation arising from the use of a hired car abroad, if persons have been injured or killed, property has been damaged or destroyed, or lost, or financial loss that has neither to do with personal injury nor with material damage, whether directly or indirectly, has been incurred (pure financial loss). Apart from the driving, use of the vehicle also extends to climbing in and out, as well as to loading and unloading. Insurance cover is provided if, due to the above-mentioned occurrences, or due to statutory liability provisions of a private-law content, a claim is raised against you by a third party.

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

### **3.1 Accident Occurrences Not Insured**

- 3.1.1 Accidents, if the driver of the hired car at the time of the accident failed to have the necessary contractually agreed or authorized entitlement from the car-hire company to drive the hired car.
- 3.1.2 Accidents, if the driver of the hired car at the time of the accident failed to have the prescribed driving licence for driving the hired car.
- 3.1.3 Accidents, if the driver of the hired car at the time of the accident had disturbances to consciousness due to alcohol, medicaments or drugs.

### **3.2 Non-Insured Liability Claims**

- 3.2.1 Liability claims that, due to contract or to separate promises, exceed the scope of the statutory liability of the insured person.
- 3.2.2 Liability claims arising from damage as a result of participation in motor racing or the preparations for this.
- 3.2.3 Liability claims of the insured persons with respect to each other and their accompanying relatives.
- 3.2.4 Claims arising from the transfer of an illness by the insured person.
- 3.2.5 Liability claims arising from damage to the property of others which the insured person has hired or borrowed or which is the subject matter of a safekeeping agreement.
- 3.2.6 Claims for indemnification of a punishable nature, particularly punitive and exemplary damages.
- 3.2.7 Liability claims arising from cases of damage which the insured person has caused deliberately, or in the course of committing a criminal offence.

### **3.3 Limitation of Performance**

- 3.3.1 The scope of our performance is determined by the upper limit per case of damage indicated for the insurance sums in the tariff specifications. Several cases of damage occurring during the insurance period will be treated as one case of damage occurring at the time of the first of these cases of damage, if they relate to the same cause or causes regarding their internal relationships, particularly in terms of their objective and temporal contents.
- 3.3.2 If the liability claims exceed the insurance sums, you yourself must bear the costs of a compensation claim that could not be met, or not fully met. We are only required to pay the legal costs in proportion to the insured amount (i.e. with respect to the total amount of the claim). This also applies in the case of several lawsuits arising from a single occurrence of damage. In such cases we are entitled to release ourselves from further performance by paying the insured amount and our share of the costs (in relation to the insured amount) incurred up to that point.
- 3.3.3 If the insured person has to pay a pension to the claimant and the capital value of the pension exceeds the insured amount or the sum remaining from this amount after all other benefits paid for the event covered by the insurance have been deducted, the pension to be paid will be reimbursed by the insurer only in proportion to the insured amount, or the remaining sum to the capital value of the pension.  
In calculating the pension payments the corresponding regulation of the decree on insurance cover in the motor vehicle liability insurance applies in its valid version at the time of the occurrence of the event covered by the insurance. In calculating the amount with which the policyholder must participate in the current pension payments if the capital value of the pension exceeds the insurance sum as such, or exceeds the insurance sum after deduction of the other remaining insurance sums, the other benefits are written off from the insurance sum to their full amounts.
- 3.3.4 If the settlement of a liability claim demanded by us on the basis of acknowledgement, fulfilment or amicable agreement, fails as a result of refusal on the part of the insured person, we will not be required to participate in the additional costs incurred as a consequence, whether these relate to the main claim, to accrued interest or to other costs.

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

Supplements to point 3 of the General Part

#### **4.1 Notification of Legal Dispute Without Delay**

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

#### **4.2 Assignment of Litigation**

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

#### **4.3 Assignment of Exercising of Rights in Pension Cases**

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

### **4.4 Authorization**

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

### **4.5 Consequences of Non-Compliance with Obligations**

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.