

Insurance conditions for foreign travel insurance of HanseMerkur Reiseversicherung AG for business travellers VB RS 2008 (RKLK)

A: General Section

(The following regulations of the general section apply for all insurances listed in "II. Special Section")

§ 1 – Insured persons and insurability

- Employees of companies based in Germany and their family members who are permanently resident in Germany and who travel abroad for professional reasons or are posted abroad by their employers are insurable up to the completed age of 67 years (67th birthday), as are employees, and their family members, who work in branches, agencies, subsidiaries and affiliated companies of companies based in Germany if the workplaces are located outside Germany and the employee in question does not have the nationality of the country where they are working.
- Family members are classified as cohabitants and children, including adopted, step and foster children up to the completed age of 18 years (18th birthday) living in a common household.
- Abroad is classified as the national territory of the country to which the employee is posted by the employer or to which they are sent for professional reasons by the employer, but not the national territory of the Federal Republic of Germany.
- The following are classified as non-insurable and not insured despite payment of contributions:
 - Those in need of permanent care and the mentally ill; those in need of permanent care are deemed persons who predominantly need outside help to conduct their day-to-day lives.
 - Paid sportspeople.

§ 2 – Conclusion, term and termination of the contract

- The insurance contract shall be concluded between the company that posts the employee abroad, or has them travel abroad for professional reasons, as the policy holder, and HanseMerkur Reiseversicherung AG as the insurer.
- The insurance contract must be concluded before commencement of the stay abroad. The longest term of insurance is five years. It is not possible to extend the insurance beyond this term.
- If the period of the stay is extended within the maximum term of insurance, the originally agreed term of the contract can only be extended if the request for an extension is received by HanseMerkur before expiry of the original insurance contract and HanseMerkur expressly approves the request for extension.
- In the event of extensions to the contract, insurance cover shall exist only for the insured events and for complaints and illnesses occurring after the extension has been approved by the insurer.
- The insurance contract shall end
 - at the agreed time;
 - upon the death of the insured person;
 - upon completion of the trip abroad or posting;
 - when the pre-requisites for a temporary stay abroad do not apply because the insured person plans to stay abroad permanently;
 - upon reaching the completed age of 67 years;
 - upon termination of the contract by the policy holder.
- If the policy holder and insured person are not identical, premature termination by the policy holder shall only be effective if the insured person affected by the termination is aware of the declaration of termination and the policy holder demonstrates this. The insured persons affected shall have the right to continue the insurance contract by naming a future policy holder. The declaration to this effect must be submitted within two months of receipt of the notice of termination.

§ 3 – Premium

- The premium is to be taken from the premium overview in the currently applicable version.
- The premium for this insurance shall be paid to HanseMerkur Reiseversicherung AG by the policy holder. Non-payment of the premium shall lead to loss of insurance cover.
- The premium to be paid can be agreed as a one-off premium. A one-off premium must be paid before the start of the trip upon conclusion of the contract.
- Payment of the initial premium:
 - The initial premium must be paid at the commencement of the insurance contract.
 - If the initial premium is not paid on time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless non-payment is not the fault of the policy holder.
 - If the first premium has not been paid upon occurrence of an insured event, the insurer shall not be obliged to provide the insurance benefit, unless non-payment is not the fault of the policy holder.
- Payment of renewal premiums:
 - The renewal premium shall be due at the beginning of each agreed term of payment.
 - If the renewal premium is not paid on time, the insurer shall send the policy holder a payment demand and set a payment deadline of two months.
 - If an insured event occurs after expiry of the deadline and if the policy holder is in arrears with payment of the premium, interest or costs, the insurer shall not be obliged to provide the insurance benefit.
 - The insurer shall link the payment period of two months with notice of termination of the contract upon expiry of the payment deadline. The termination shall become effective upon expiry of the payment period if the policy holder is still in arrears with the payment at this time.
 - The termination shall become ineffective if the policy holder makes the payment within a month of the termination becoming effective. Letter c) shall remain unaffected. The same shall apply in the event that the insured person names a new policy holder within two months of cognizance of the termination and the new policy holder pays the outstanding amount. Letter c) shall remain unaffected.

§ 4 – Area of application, commencement, term and end of insurance cover

- The insurance cover must be concluded before the start of the trip, for its entire duration or, in the case of travel cancellation insurance, for the entire period from travel booking to the planned start of travel. Cover shall commence, after payment of the insurance premium, at the agreed time and shall end at the agreed time, no later, however, than at the end of the insured trip. The insurance cover shall be extended beyond this point if the planned end of the trip is delayed for reasons beyond the control of the insured person.
- Journeys, visits and stays within the permanent domicile of the insured person are not classified as trips.
- If, on trips in a motorcar, the travel luggage is not immediately unloaded after arrival at the permanent residence, the insurance cover shall end upon arrival.
- Insurance benefits for trips to third countries and in the event of interruption of the foreign trip
 - For trips to a further country or if the foreign trip is interrupted, the insurance cover – with the exception of liability insurance – shall be continued within the framework of these conditions. In this case, the temporary trip to another country or the temporary return to the domicile or permanent residence shall be equated with a foreign trip. In the case of entitlement to benefit, the beginning and end of the interruption must be verified by the policy holder at the demand of the insurer.
 - The temporary trip to a third country or the temporary trip to the home country shall be classified as an interruption if the insured person subsequently returns to the place abroad in which they were previously located.
- End
 - The insurance cover shall end
 - with the start of the trip for travel cancellation insurance;
 - at the agreed time;
 - upon the death of the respective insured person;
 - at the end of the trip or posting;
 - if the pre-requisites for a temporary stay abroad no longer exist;
 - upon reaching the completed age of 67 years;
 - upon termination of the contract by the policy holder;
 - when the employee leaves the company which posted the insured person abroad.

§ 5 – Object of the insurance cover and scope of the obligation to provide indemnification

To be taken from the respective column in Section B of these provisions.

§ 6 – General restriction of the insurance cover, reasons for forfeiture of coverage, limitation on the commencement of court suits, statute of limitations

- Insurance cover shall not be granted for damage caused by war, civil war, war-like events, civil unrest, strikes, nuclear energy, sequestration, divestment or other interventions of higher authority.
- HanseMerkur shall be released from the obligation to provide indemnification if the policy holder or the insured person intentionally caused the insured event;
- If the policy holder / insured person negligently causes the insured event, HanseMerkur shall be entitled to reduce the indemnification relative to the severity of the fault.
- HanseMerkur shall have no obligation to provide indemnification if the policy holder or the insured person attempts to fraudulently deceive HanseMerkur concerning circumstances significant to the reason for or extent of the indemnification.
- Claims arising from this insurance contract have a statute of limitation of three years. The statute of limitation begins with the end of the year in which the indemnification can be claimed. If a claim by a policy holder or the insured person is registered with HanseMerkur, the statute of limitation shall be put on hold until such time as the decision of HanseMerkur is sent to the policy holder or the insured person in written form.

§ 7 – General obligations and consequences of non-fulfilment of obligations

- Obligations

After occurrence of an insured event, the policy holder and the insured persons shall undertake to:

 - keep the damage as low as possible and avoid anything that might lead to an unnecessary increase in costs;
 - report the damage to HanseMerkur immediately, no later than after the end of the trip, and to submit all the relevant documents;
 - to permit HanseMerkur any reasonable investigation of the cause and the extent of their obligation to provide indemnification, to provide the relevant information for this, to submit original documents and to submit death certificates in the event of death.
 - At the request of the insurer, the insured person shall undertake to permit themselves to be examined by a doctor appointed by the insurer.
 - Cognizance and fault of the insured person shall be equal to cognizance and fault of the policy holder.
- Legal consequences in the event of infringement of obligation

If the policy holder or the insured person wilfully infringes one of the contractually agreed obligations, HanseMerkur shall have no obligation to provide indemnification. In the event of grossly negligent infringement of the obligation, HanseMerkur shall be entitled to reduce the indemnification relative to the severity of the fault of the policy holder / insured person. The burden of proof for non-existence of gross negligence shall be borne by the policy holder / insured person.

Note: In addition, please observe the respective special obligations in the individual columns of Section B of these insurance conditions.

§ 8 – Payment of insurance benefits

- If the proof of insurance and premium are available to HanseMerkur and if the reason for and extent of the obligation to provide indemnification of HanseMerkur have been determined, the payment of benefit must be effected within two weeks. This period shall be delayed for as long as checks of the claim performed by HanseMerkur are hindered due to the fault of the insured person.
- A part payment of the minimum amount in accordance with the situation of the case can be claimed one month after notification of the claim.
- If official inquiries or criminal proceedings are instigated against the insured person in connection with the insured event, HanseMerkur can postpone settlement of the claim until the legally binding conclusion of these proceedings.
- To check the entitlement to benefits, it may be necessary for HanseMerkur to obtain personal health-related data within the legally permitted framework. If the policy holder or the insured person or the legal representative of the insured person, or a person at risk do not issue consent for the collection of such data and, as a result, HanseMerkur can not conclusively establish the extent and scope of the entitlement to benefits, the due date of the benefits can be delayed. The same shall apply if the institutes or persons queried are not released from their professional discretion vis-à-vis HanseMerkur.
- Costs accrued in foreign currency will be converted to the currency valid in the Federal Republic of Germany at the exchange rate on the day the documents are received by the insurer. The official exchange rate Frankfurt/Main shall apply as the rate of the day for traded currencies, for non-traded currencies the rate in accordance with "Currencies of the World", publications of the German Federal Bank, Frankfurt/Main, in the current applicable version shall apply, unless currency necessary for payment of the invoices was demonstrably acquired at a less favourable exchange rate.
- Extra costs incurred by the insurer in making bank transfers abroad or using special forms of bank transfer at the request of the policy holder can be deducted from the benefits.
- Claims to insurance benefits can be neither transferred nor assigned.

§ 9 – Indemnity from other insurance contracts and claims against third parties

- If, upon occurrence of the insured event, indemnity can be claimed from another insurance contract, the other contract shall have priority over this one. This shall also apply if a subordinate liability is also agreed in one of these insurance contracts, irrespective of when the other insurance contract was concluded. If the insured event is first reported to HanseMerkur, it shall make the advance payment and will contact the other insurance company directly for the purpose of sharing costs.
- The claims of the policy holder and the insured person against third parties shall be legally transferred to HanseMerkur Reiseversicherung if it has made good the damage. If required, the policy holder or the insured person shall undertake to submit a statement of assignment to the insurer.

§ 10 – Set-off

The policy holder and the insured person can only set-off against claims of the insurer if the counter-claim is uncontested or legally established.

§ 11 – Declarations of intent and notices

Declarations of intent and notices against the insurer must be made in writing.

§ 12 – Applicable law, contract language, validity for insured person

German law shall apply provided it is not opposed to international law. The language of the contract is German. All provisions made shall apply analogously for the insured person.

§ 13 – Profit participation

The insurance here named does not qualify for participation in profit.

Special Section for foreign travel insurances of HanseMerkur Reiseversicherung AG for business travellers in accordance with VB RS 2008 (RKLg)

The following insurances shall apply provided they were agreed.

I. Travel cancellation insurance

§ 1 – Description of the insurance cover

HanseMerkur has an obligation to provide indemnification within the scope of § 2 (number of people) and § 3 (types of damage) and under consideration of the restrictions of § 4 (restrictions on insurance cover), if, during the period of insurance cover, one of the following insured events occurs:

1. Insurance cover for insured persons or persons at risk:
 - a) Unexpected serious illness
 - b) Death, serious accident, pregnancy, intolerance of vaccinations. There is no insurance against failure of a vaccination or an insufficient development of the antibody values prescribed for the travel destination;
 - c) Prosthesis breakage
2. Persons at risk are taken to be:
 - a) Insured persons jointly and severally who booked a trip and insurance together;
 - b) The relatives of an insured person; these include: spouses or co-habiting partners, children, adopted children, step children, foster children, parents, adopted parents, step parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law and siblings-in-law;
 - c) Those persons caring for relatives, in accordance with b), of the insured person who are not accompanying them and who are minors or in need of care.

§ 2 – Number of persons:

If more than four persons have booked a trip and insurance together, only the respective relatives of the insured person in accordance with § 1.2 b) and the persons caring for them shall be classified as persons at risk, no longer the insured persons jointly and severally.

§ 3 – Types of claim

HanseMerkur shall provide indemnification for the following types of claim less the deductible (excess) in accordance with § 5:

1. In the event of non-start / cancellation of the trip or non-use / cancellation of the leased or rented property, for cancellation costs contractually owed by the insured person;
2. The insurance cover shall end with the start of the trip. In the event of a delayed start to the trip, additional outward journey costs shall be compensated for the reasons named under § 1 or if the insured person misses a connection due to a delay in public transport of at least two hours and must therefore continue the insured trip with a delay. The prerequisite is that the transport connection is also insured.

In the event that the trip is cut short within the first 30 days of the start of the trip, the additional return journey costs demonstrably incurred (not conveyance costs in the event of death, however) and the other additional costs caused directly as a result, e.g. accommodation and subsistence costs (not costs of medical treatment, however), of the insured person shall be paid in accordance with the tariff. For reimbursement of these costs, the quality of the trip booked shall form the basis. If the return journey is required by plane, and this was not provided for in the trip booked, costs shall be reimbursed for a seat in the lowest class. All claims for compensation made by transportation companies due to unscheduled deviations from the planned travel route (e.g. emergency landing) caused by the insured person are not covered;

The additional costs for the outward journey shall be reimbursed to the maximum amount of the cancellation costs that would be incurred in the event of non-start / cancellation of the trip and in the event of non-use /cancellation of the leased or rented property, and in accordance with the originally booked type and quality, provided the belated outward journey takes place within 30 days of the originally planned start of the trip.

Public transport under the terms of these conditions is classified as all land or water vehicles licensed for local public transport and German internal feeder flights.

3. For rebooking costs occurring (rebooking cover) up to a maximum of 30 EUR per person/object, provided the rebooking costs are insured in accordance with the respectively selected rebooking cover and the rebooking was made no later than 42 days before the start of the trip. The regulations for the deductible in accordance with § 5 do not apply for rebooking cover.

§ 4 – Restriction of insurance cover

1. HanseMerkur shall be released from the obligation to provide indemnification, if the insured event could be predicted by the policy holder or the insured person upon conclusion of the insurance.
2. The following are not insured
 - a) Illnesses known at the time of conclusion of the insurance and which were treated in the 6 months prior to conclusion of the insurance. Check-up examinations are excluded;

- b) Illnesses which, in accordance with the circumstances, have occurred as a psychological reaction to terror attacks, plane or bus accidents or the fear of civil unrest, war events, terror attacks, natural peril incidents, illnesses or epidemics in the respective area;
- c) Loosening or loss of all types of prostheses;
- d) Additional return journey costs incurred after cutting the trip short or costs for days not used at the holiday destination or for loss of holiday pleasure;
- e) Terror attacks or threats;
- f) Consequential damage to assets.

§ 5 – Deductible

1. The deductible shall amount to 20 % of the reimbursable damage, not less, however, than 25 EUR per insured person.
2. In contrast to Item 1, the deductible for rental properties with a property price (holiday flats, holiday homes, holiday apartments, caravans, mobile homes or houseboats) shall be 20% of the reimbursable damage, but not less, however than 25 EUR per object insured.
3. The deductible is omitted, however, if the insured event is triggered by the insured event "death".

§ 6 – Special obligations after the occurrence of an insured event

- The policy holder and/or the insured person shall undertake,
1. in the event of non-start of the trip or non-use of the leased or rented property, to make an immediate cancellation at the office where the booking was made in order to keep the cancellation costs as low as possible
 2. in the event of a delayed start to the trip, to inform the office where the booking was made immediately and to select the most economical means of making the journey in accordance with the quality of the trip booked
 3. to prove the occurrence of an insured event by presentation of the proof of insurance, booking documents and cancellation cost invoice in the original and to provide the following in each case at the time of cancellation and rebooking:
 - a) in the event of illness, a serious accident, pregnancy, intolerance to vaccinations or breakage of prostheses, sound medical certifications with diagnoses,
 - b) in the event of psychological illnesses, a sound medical certificate issued by a medical specialist in psychiatry,
 - c) in the event of death, a death certificate,
 - d) in the event of considerable damage to property, corresponding proof,
 - e) in the event of repeated examinations, corresponding certificates from the school / university/ technical college/ college,
 - f) in the event of a redundancy or the resumption of an employment contract, corresponding certificates from the employer and the Bundesagentur für Arbeit [Federal Employment Office],
 - g) in the event of enlistment in basic military service, in a military exercise or alternative social service, relevant certificates from state offices,
 - h) in the event of non-use/cancellation of leased or rented properties, verifications from the landlord of the impossibility of further letting of the property.
 4. HanseMerkur shall be granted the right to have the question of inability to travel due to a serious accident or unexpected serious illness examined in specialist doctors' reports.

At the request of HanseMerkur, certificates of incapacity for work and specialist medical certificates must be submitted.

5. The legal consequences of an infringement of one of these obligations are given in § 7 of the General Section.

II. Travel luggage insurance

§ 1 Description of the insurance cover

Insurance cover exists:

1. for travel luggage entrusted / given into third-party keeping (with the exception of the objects named in § 2 Item 4), if this should be lost, destroyed or damaged, whilst it is in the keeping of a transportation company, an accommodation facility or a left-luggage office;
2. if travel luggage is not delivered on time by a transportation company (with the exception of the objects named in § 2 Item 4), i.e. does not arrive at the destination on the same day as the insured person (exceeds the delivery deadline), for demonstrable costs of necessary replacement purchases, up to the indemnity limit in accordance with § 5 Item 2. c),
3. during the rest of the travel period, if travel luggage is lost, destroyed or damaged by
 - a) criminal activities of third parties. This includes theft, burglary, robbery, extortion and wilful damage to property;
 - b) transport accident (e.g. traffic accidents);
 - c) fire, lightning strike, explosion, storm, floods, landslides, earthquakes, avalanches.

§ 2 – Insured items

1. The travel luggage of the insured person is insured within the framework of the agreed insurance amount and the special indemnity limits in accordance with § 5 Item 2.
2. Travel luggage is classified as items for personal travel and items taken on a trip for professional purposes, in addition to gifts and travel souvenirs acquired during the trip.
3. Sports equipment with accessories (not motors however) are only insured provided they are not in conventional use.
4. Valuables such as furs, jewellery, items made of precious metal, cameras and film equipment and portable video systems and games consoles with the respective accessories, mobile phones (not car phones, however) with accessories, portable DVD players with the respective accessories and laptops with accessories, but without software, are only insured within the framework of the indemnity limits in accordance with § 5 Item 2, and then only provided they are carried and used properly or are in personal keeping and are kept safe or are located in a properly locked room of a building or passenger ship; items of jewellery and objects made of precious metal, however, only as long as they are also kept in a locked container providing increased security even against removal of the container itself.

§ 3 – Insurance benefits

In the occurrence insured event, within the framework of the agreed insurance amount and the special indemnity limits in

accordance with § 5, HanseMerkur shall provide compensation for the following

1. the insurance value, at the time of occurrence of the insured event, of destroyed or lost items.
2. the necessary repair costs of damaged reparable items and, where appropriate, a permanent loss of value, but no higher than the insurance value;
3. the material value of films, image, sound and data carriers;
4. official fees for the reacquisition of identity cards, passports, car papers and other identification papers.

§ 4 – Insured value / amount insured

1. The insured value is classified as the amount generally required to acquire new items of the same type and quality at the permanent domicile of the insured person, less an amount (current market value) appropriate to the condition of the insured items (age, wear, use etc.);
2. HanseMerkur shall pay benefit per insured event, up to a maximum of
 - a) the agreed amount insured
 - b) the indemnity limits stipulated in § 5 Item 2 or additionally agreed.

§ 5 – Non-insured damage and items / limits of indemnity

1. The following are not insured
 - a) Damage caused by loss, or leaving items lying, standing or hanging;
 - b) Damage caused by the natural or defective constitution of insured items, wear and tear;
 - c) Consequential damage to assets;
 - d) Cash, cheques, cheque cards, credit cards, telephone cards, stocks and securities, driving licenses, all types of certificates and documents, objects with predominantly artistic or collectable value, gold teeth, all types of prostheses, of types of electronic data processing systems (except for audio players and laptops) including accessories and software, all types of firearms including accessories as well as land vehicles, watercraft and aircraft, hang gliders, gliders, parachutes, with the respective accessories in each case.
2. The following is indemnifiable to a limited extent
 - a) Damage to furs, items of jewellery, items made from precious metal, and damage to cameras and filming equipment and portable video systems with the respective accessories in each case, and damage to laptops with accessories but without software. Per insured event, this can be compensated to a total of no more than 50 % of the insurance value;
 - b) Damage to gifts and travel souvenirs acquired during the trip. This can be compensated to a maximum of 300 EUR per insured event;
 - c) Damage caused by exceeding the delivery deadline (§ 1 figure 2). Here demonstrable costs for necessary replacement purchases can be compensated up to a maximum of 500 EUR per insured event;
 - d) Damage to eye glasses, contact lenses, hearing aids and mobile telephones (car telephones are not insured, however), with the respective accessories. This can be compensated up to a maximum of 500 EUR per insured event;
 - e) Damage to items of golf and diving equipment and bicycles with their respective accessories. This can be compensated to a maximum of 500 EUR per insured event;
 - f) Damage to surfboards and windsurfing equipment, with the respective accessories. This can be compensated to a maximum value of 500 EUR per insured event;
 - g) Damage to musical instruments and their accessories. This can be compensated up to a maximum of 250 EUR per insured event, provided the musical instruments were carried for private purposes;
 - h) Damage to audio players (e.g. MP3 players) and portable DVD players including accessories. This can be compensated up to a maximum of 250 EUR per insured event.

3. Restrictions of insurance cover for motor vehicles and watersport vehicles

- Insurance cover for damage to travel luggage in unattended motor vehicles / trailers / watersport vehicles caused by criminal acts of third parties only exists if the travel luggage is located out of sight in a properly enclosed and locked glovebox or boot (for watersport vehicles, cabin or luggage box) or in packing boxes fixed to the vehicle.
- HanseMerkur shall be liable only if damage demonstrably occurs during the daytime between 6.00 and 22.00 or the damage occurs during a travel interruption of no longer than two hours.
- In unattended motor vehicles / trailers / watersport vehicles, furs, items of jewellery, items made of precious metal, cameras and filming equipment and portable video systems and mobile phones, with the respective accessories are not insured.
- Only the constant presence of an insured person or a trusted person appointed by them at the object to be safeguarded is classified as supervision but not, for example, the surveillance of an area, port or similar, that is open to general use.

4. Restrictions of insurance cover for camping

- Insurance cover for damage to travel luggage during camping caused by criminal actions of third parties shall exist only on **official camp sites** (set up by official authorities, associations or private companies).
- If items are left behind **unattended** (Item 3d) in the tent, insurance cover for criminal acts of third parties shall only exist if the damage occurs during daytime between 6.00 and 22.00 and the tent is closed.
- Furs, items of jewellery, items made of precious metal, cameras and filming equipment, and portable video systems, mobile phones, watches, optical devices radio and television equipment, sound recording and reproduction equipment with the respective accessories are not insured while in an unsupervised tent. These items are only insured within the framework of possible indemnity limits provided they are in personal keeping **and** carried safely are given to the camp site management for safekeeping or are located in a caravan / mobile home properly secured with a lock, or are out of sight in a securely locked vehicle on an official camp site.

§ 6 – Special obligations after occurrence of an insured event

The legal consequences of an infringement of one of the following obligations result from § 7 of the General Section. The policy holder and/or the insured person shall undertake,

- to prove the occurrence of an insured event by submission of the proof of insurance and the booking documents in the original;
- to assert claims for compensation against third parties (e.g. transportation companies, accommodation facility, left-luggage office) in the correct form and in a timely fashion;
- at the request of HanseMerkur to submit a list of **all** items still present at the time of damage;
- to immediately report damage to entrusted baggage / baggage given into the keeping of third parties in accordance with § 1 Item 1, in addition to damage caused by late delivery in accordance with § 1 Item 2, to the transportation company / accommodation facility / left-luggage office and to have this confirmed in writing. A certificate to this effect must be submitted to HanseMerkur. For damage not externally visible, after discovery, a demand must immediately be made to the company in question to inspect and certify the damage in compliance with the respective complaint period, within seven days at the latest;
- to **immediately** report damage caused by criminal acts of third parties to the responsible police station in accordance with § 1 Item 3.a and fire damage in accordance with § 1 Item 3.c with submission of a complete list of all items affected by the claim and to have this confirmed in writing. The list to be submitted to the police of the items affected by the claim should be itemised and should also include information about the respective time of purchase and purchase price of the individual items. The complete police report must be submitted to HanseMerkur;
- An identical list of all items affected by the claim must be submitted to HanseMerkur in accordance with Item 5. If the list submitted to the police differs from the list submitted to HanseMerkur, in the case of entitlement to benefit, a claim for indemnity shall only exist for the insured items reported to the police as lost or damaged.

III. Emergency insurance

§ 1 – Description of the insurance cover

- By means of its global emergency service, HanseMerkur shall provide support services for the emergencies named in § 2, which befall the insured person during the trip abroad. The pre-requisite is that the insured person or a person appointed by them contacts the global emergency service of HanseMerkur by telephone or some other means when the insured event occurs. If the insured person or a person appointed by them does not contact the global emergency service of HanseMerkur and extra costs are incurred as a result, HanseMerkur shall not pay these costs.
- The national territory of the Federal Republic of Germany and the national territory in which the insured person has their permanent officially registered domicile are not classified as abroad.
- In contrast to § 1 Items 1 and 2, HanseMerkur shall also provide an insurance benefit in the scope of § 2 Item 1f (conveyance of a patient), § 2 figure 1h, (death) and § 2 Item 4g (bicycle protection) for trips within the Federal Republic of Germany and in countries bordering the Federal Republic of Germany.

§ 2 – Insurance benefits

- Insurance benefits in the event of illness / accident or death
 - Care service:
In the event of illness or an accident, upon request via their emergency service, HanseMerkur shall provide information about the possibilities of medical care for the insured persons. As far as possible, they shall name a German or English speaking doctor.
 - Information service:
If the insured person is treated as an in-patient in a hospital as the result of an accident, via their special emergency service, HanseMerkur shall make contact between a doctor appointed by them, the general practitioner of the insured person and the treating doctors in the hospital and, during this time, shall provide for the transfer of information between the doctors involved. Upon request, HanseMerkur shall provide information to relatives.
 - Declaration regarding covering of hospital costs:
Provided there is no duty of indemnification of a foreign travel health insurance, a private health insurance or a statutory health insurance, via its emergency service, HanseMerkur will provide to the hospital, in the form a loan guarantee for the insured person, a guarantee to meet costs of up to 15,000 EUR. The pre-requisite for this shall be the presentation of a copy of the identity card or the passport of the insured person to the emergency service of HanseMerkur. The amounts advanced by HanseMerkur must be paid back to HanseMerkur by the policy holder or insured person within a month of invoicing.
 - Patient visit:
Provided cover is in existence for all insured persons in accordance with the premium tariff and it is ascertained that the hospital stay of a insured person will last longer than 14 days, upon request, HanseMerkur shall organise the journey of a person close to the insured person to the place where the insured person is hospitalised and will also organise the return journey and assume the transport costs for the outward and return journey. The pre-requisite, however, shall be that the stay in hospital is not over by the time the visitor arrives.
 - Patient transport:
For trips within the Federal Republic of Germany and in countries with a national border to the Federal Republic of Germany, at the request of the insured person and in the event of demonstrable ability to travel, HanseMerkur shall organise patient transport with medically adequate transportation means from the location of the in-patient treatment to the domicile of the insured person or to the nearest suitable hospital to the domicile, provided the in-patient treatment lasts at least five days. HanseMerkur shall assume extra costs of up to 2,500 EUR over and above the planned return journey.
 - Rescue costs:
If the insured person suffers an accident and needs to be searched for, saved or rescued, HanseMerkur shall compensate the costs of up to 5,000.- EUR. If insurance cover exists for all insured persons in accordance with the premium tariff, the maximum amount shall be increased to 10,000.- EUR.
- Further insurance benefits in other emergencies
 - Loss of travel funds:
If the insured person gets into financial difficulty because of loss of travel funds due to theft, robbery or other loss, HanseMerkur will make contact with the person's bank via their emergency service. If necessary, HanseMerkur will help in transferring an amount made available by the bank to the insured person. If it is not possible to contact the borrower's bank within 24 hours, HanseMerkur shall, via its emergency service, make available a loan to the insured person upon submission of a copy of the identity card or passport of up to a maximum of 1,500 EUR. This loan must be paid back to HanseMerkur in one sum within one month of the end of the trip.
 - Loss of credit cards and EC or Maestro cards:
In the event of loss of credit cards and EC or Maestro cards, HanseMerkur will help the insured person cancel the cards. HanseMerkur shall, however, not be held liable for the proper execution of the cancellation and damage to assets occurring despite cancellation.
 - Loss of travel documents:
In the event of loss of travel documents, HanseMerkur will help to obtain replacements.
 - Return of children.
If all insured persons are covered by the premium tariff, HanseMerkur shall additionally organise and pay for the return of minors of up to 16 years of age (16th birthday), provided all adult insured persons have been transported back or have died. The costs also include the outward and return journeys of one accompanying person.
 - Return transport of luggage
HanseMerkur will organise and pay the additional return of travel luggage provided all adult insured persons have been transported back or have died.

§ 3 – Restrictions of insurance cover

HanseMerkur shall be released from the obligation to provide indemnification if the insured event was foreseeable for the policy holder or the insured person.

§ 4 – Special obligations after occurrence of the insured event

(Supplement to the General Obligations listed in § 7)

- The policy holder or the insured person shall undertake, following occurrence of an insured event, to prove the occurrence of an insured event by presentation of proof of insurance and booking documents in the original and
 - in the event of illness, a serious accident, pregnancy, intolerance of vaccination or breakage of a prosthesis, appropriate medical certificates issued by a local doctor specifying diagnoses,
 - in the event of psychiatric illnesses, a sound medical certificate from a local psychiatric specialist,
 - death certificates in the event of death,
 - appropriate certificates in the event of considerable damage to property, and to submit the original documents for all costs arising.
- HanseMerkur must be granted the right to have the question of inability to travel due to a serious accident or an unexpected serious illness reviewed by medical reports. At the request of HanseMerkur, certificates of disability, incapacity to work and medical certificates must be submitted. Within the framework of the claim assessment, it may become necessary for HanseMerkur to collect personal health data within the legally permitted framework. If the policy holder or the insured person culpably do not grant their consent to such collection of data, and, as a result, HanseMerkur cannot conclusively determine the amount and scope of the obligation to provide indemnification, the due date for the indemnity shall be delayed. The same shall apply if the institutes or persons queried are culpably not released from their professional discretion vis-à-vis HanseMerkur.
- The legal consequences in the event of infringement of one of these obligations are taken from § 7 of the General Section.

IV. Travel accident insurance

§ 1 – Description of the insurance cover

- HanseMerkur shall provide insurance benefits in the event of accidents occurring during the trip that lead to the death or permanent invalidity of the insured person.
- An accident is present if the insured person involuntarily suffers damage to their health due to an outside event suddenly affecting their body (accident event). Furthermore, the insurance also covers diving-typical damage to health such as caisson illness or injury to the eardrum, without an accident event, i.e. an event from outside with a sudden effect on the body, having occurred.
- If due to increased exertion of force, joints or vertebrae are strained or muscles, ligaments or capsules torn or ripped, this shall also be classified as an accident.
- Death by drowning or suffocation underwater when diving shall also be classified as an accident in terms of Item 2.
- Provided the invalidity benefit and/or the death benefit and/or recovery costs and/or the costs of cosmetic operations are insured according to the selected tariff, the amounts insured for the respective type of benefit result from the contractual agreements. The following provisions shall apply for the existence of a claim and the measurement of benefits.

§ 2 – Insurance benefits in the event of invalidity

- If the accident leads to permanent impairment of physical or mental capability (invalidity) of the insured person, the insured person shall have a claim to a payment of capital from the amount insured for the case of invalidity. Invalidity must have occurred within one year of the accident and be medically established and the claim asserted in writing to HanseMerkur Reiseversicherung AG before the expiry of a period of a further three months. If a period of at least 15 months has passed since the day of the accident without the insured person or the policy holder making a claim in accordance with the contract, any claim for insurance benefits shall be rendered invalid purely on the basis of the time lapse. Claims for invalidity payment can no longer be asserted after 15 months have lapsed.
- The amount of the insurance benefits shall be based on the degree of invalidity.
 - Fixed degrees of invalidity (under exclusion of proof of a greater or lesser invalidity) are classified as loss of functioning

Of one arm up to the shoulder joint	70 %
Of one arm up to above the elbow	65 %
Of one arm below the elbow	60 %
Of one hand up to the wrist	55 %
Of one thumb	20 %
Of one index finger	10 %
Of another finger	5 %
Of one leg above the middle of the thigh	70 %
Of one leg up to the middle of the thigh	60 %
Of one leg up to below the knee	50 %
Of one leg up to the middle of the calf	45 %
Of one foot up to the ankle	40 %
Of one big toe	5 %
Of another toe	2 %
Of one eye	50 %
Of the hearing in one ear	30 %
Of the sense of smell	10 %
Of the sense of taste	5 %
 - In the event of partial loss or impairment of the functioning of one of these body parts or sensory organs, the appropriate portion of the percentage according to a) is taken as the basis.
 - If, due to the accident, body parts or sensory organs are affected whose loss or inability to function is not regulated in accordance with a) or b), the determining factor here shall be the extent to which the normal physical or psychological capability is affected under exclusive consideration of medical points of view.
 - If several physical or mental functions are impaired by the accident, the degrees of invalidity resulting in accordance with § 2 Item 2a are added together. More than 100 per cent shall not be accepted however.
- If a physical or mental function, which was permanently impaired before, is affected by the accident, a deduction is

made for the degree of the prior invalidity. This must be measured in accordance with § 2 Item 2a.

4. If death occurs as a result of the accident within one year of the accident, there shall be no claim to invalidity benefit.
5. If the insured person dies within a year as a result of a cause unrelated to the accident (irrespective of the cause) or more than a year after the accident and if there was a claim to invalidity insurance in accordance with § 2 Item 2a, benefits have to be paid according to the degree of invalidity which would have to be calculated based on the most recent medical findings.

§ 3 – Insurance benefits in the event of death

If the accident leads to the death of the insured person within a year, the heirs shall be entitled to receive benefits in accordance with the amount insured for the event of death. To assert a claim, please refer to § 9 Item 4.

§ 4 - Insurance benefits for rescue costs

If the insured person has suffered an accident which is covered by the insurance contract, HanseMerkur will reimburse the necessary costs which have accrued up to the amount agreed in the contract for the following items:

1. Search, rescue or recovery operations of rescue services under public or private law, in so far as the normal level of fees are charged;
2. Transport of the injured party to the nearest hospital or to a specialist clinic, in so far as this is necessary from the medical point of view and prescribed by a doctor;
3. Extra costs incurred during the return of the injured party to his permanent domicile, in so far as the additional costs can be attributed to items prescribed or specified by a doctor or were unavoidable based on the nature of the injuries;
4. Transfer to the last permanent domicile in case of death.
5. If the insured person has to cover costs according to Item 1, although he or she did not suffer an accident, but there was immediate threat of accident or the concrete circumstances let to the belief that an accident was imminent HanseMerkur is also liable for compensation.
6. If another organisation or body is liable for compensation, a claim for compensation can only be made against HanseMerkur with reference to the residual costs. If another organisation which is liable to pay compensation disputes liability, the insured person can claim directly from HanseMerkur.
7. If the insured person holds several accident insurances with HanseMerkur, rescue costs which are also insured can only be claimed from one of these contracts.

§ 7 - Insurance benefits for the costs of cosmetic operations

1. If, due an insured accident event, the body surface of the insured person is damaged or deformed to such an extent that following completion of the medical treatment the outer appearance of the insured person is permanently affected, and if the insured person decides to undertake a cosmetic operation in order to correct the defect, HanseMerkur will cover the costs associated with the operation and the clinical treatment for doctor's fees, drugs and medicines, bandages and other remedies prescribed by the doctor or doctors on a on-off basis, as well as the costs for accommodation and food in the clinic up to the amount of the agreed insured sum. The front and incisor teeth which can be seen when the mouth is open are not included in the body surface.
2. The operation and the clinical treatment of the insured person must have been implemented and completed by the end of the 3rd year following the accident. If the person has not yet completed his or her 18th year at the time when the accident occurs, costs are covered even if the operation and the clinical treatment are not performed within this period, but are performed before the end of the 21st year of the insured person.
3. Costs for food and luxury foodstuffs, spa and recovery trips and for nursing shall not be reimbursed if the use of professional care or nursing personnel have not been prescribed by a doctor.

§ 6 - Due date for payment of insurance benefits

1. As soon as HanseMerkur has received the documents which have to be supplied by the insured person in order to prove the veracity and nature of the accident and the consequences of the accident, as well as the completion of the medical procedure necessary in order to establish the invalidity, HanseMerkur is obliged to declare within one month (in the case of an invalidity claim within three months) if and to what extent the claim is recognised. The medical fees which accrue to the insured person in order to establish a claim shall be covered by HanseMerkur.
2. If HanseMerkur recognises the claim, or if the insured person and HanseMerkur agree on the reason and amount of the claim, HanseMerkur shall make payment within 2 weeks. Before conclusion of the medical treatment, invalidity benefit cannot be claimed within one year after occurrence of the accident.
3. If the obligation to provide indemnification is only clear as to reason, HanseMerkur shall make suitable advance payments on request of the insured person.
4. The insured person and HanseMerkur are entitled to have the level of invalidity newly established by a medical practitioner on an annual basis, for at the most 3 years following occurrence of the accident. This right must be asserted on the part of HanseMerkur with issue of its declaration according to § 6 Item 1, on the part of the insured person within one month as from receipt of this declaration. If the final level of invalidity results in a higher invalidity benefit than HanseMerkur has already paid, interest shall be paid on the additional sum at the rate of 5 % per annum.

§ 7 - Restrictions on the insurance cover

The insurance cover does not include:

1. Accidents caused by mental disturbances or disturbances to consciousness, also in so far as these result from drunkenness or consumption of drugs, or which are caused by strokes, epileptic fits or other cramps and fits which affect the entire body of the insured person; however, insurance protection exists if these disturbances or attacks are caused by an accident event which is covered by this contract.
2. Accidents which occur to the insured person because this person is deliberately performing a criminal act or intends to perform such an act.
3. Accidents which are directly or indirectly caused by war or civil war events or in connection with terrorist attacks.

However, insurance cover exists if the insured person is unexpectedly affected by war or civil war whilst travelling abroad. This extension of insurance cover does not, however, apply in the case of journeys in or through states or countries where war or civil war already exists at the time when the journey was commenced. Neither does it apply to active participation in war or civil war or for accidents caused by NBC weapons (nuclear, biological or chemical weapons).

4. Accidents caused to the insured person when acting as pilot of an aircraft (including airborne sports machines and equipment), in so far as he or she requires a licence according to German law for these activities, and also when acting as a crew member of an aircraft, when such accidents have a causal relationship with the operation of an aircraft or airborne equipment.
5. Accidents which occur to the insured person in the course of an activity which is performed with the help of an aircraft.
6. Accidents which occur to the insured person during use of spacecraft; however insurance cover exists if the insured person is the passenger of an airline company.
7. Accidents which occur to the insured person due to their participation as driver, co-driver or passenger in a motor vehicle in driving events - including the associated trials or test runs - which depend on achievement of very high speeds.
8. Accidents which are caused directly or indirectly by nuclear energy.
9. Accidents which occur to the insured person in the course of their professional activities.
10. Damage to health caused by radiation or damage to health caused by medical treatment or interventions in relation to the body of the insured person. However, insurance cover exists if medical treatments or interventions, including methods of diagnosis and treatment by means of radiation, are instigated by an accident falling within the scope of this contract.
11. Damage to health caused by infections. Such damage is also excluded if it is caused by insect stings or bites or by other slight injuries to the skin or mucous membranes, through which the pathogens entered the body immediately or at a later date. However, insurance cover exists for rabies and tetanus, and also for infections where the pathogens entered the body by means of accident injuries which are not excluded by Sentence 1. Insurance cover exists for infections which are caused by medical treatment or interventions if the medical treatments or interventions, including those involving diagnosis or intervention by radiation, were caused by an accident falling within the scope of this contract.
12. Hernias or intestinal hernias. However, insurance cover exists if they were caused by a violent effect or act from an external source which falls under this contract.
13. Damage to intervertebral discs or bleeding from internal organs and cerebral haemorrhages. However, insurance cover exists in an accident event falling under this contract in the sense of § 1 Item 2 is the main cause;
14. Pathological disturbances as a consequence of mental or psychological reactions, regardless of how caused.
15. Poisoning following ingestion of solid or liquid materials through the gullet.

§ 8 - Limitation of insurance cover in case of contribution by illness or infirmity

1. If illness or infirmity has played a part in the damage to health or its consequences caused by an accident event, the benefit will be limited according to the proportion caused by the illness or the infirmity, if this proportion amounts to at least 25%.
2. If illnesses or infirmities have played a part in the damage to health or its consequences caused by an accident event, there shall be no claim to benefit if this proportion amounts to more than 50 %.

§ 9 - Particular obligations following occurrence of an accident

1. Following an accident where there is the probability that benefit will have to be paid, a doctor must be called or consulted without delay. The insured person must follow the doctor's instructions and must also minimise the consequences of the accident as far as possible.
2. The accident report which is sent by HanseMerkur must be filled out completely, accurately and truthfully, and must be returned immediately, signed by the insured person.
3. The insured person must be examined by the doctors appointed for the task by HanseMerkur. The necessary costs, including any loss of earnings, will be borne by HanseMerkur.
4. If the accident has caused the death of the insured person, this must be reported to HanseMerkur by the heirs or other legal successors within 48 hours, even if the accident itself has already been reported. The right to have a post-mortem performed by a doctor or pathologist of its choice must be obtained for HanseMerkur.
5. The legal consequences in case of non-fulfilment of one of these obligations result from § 7 of the General Section of these conditions.

V. Travel third-party liability insurance

§ 1 - Description of the insurance cover

1. The insurance cover offers the insured person cover on the trip if a claim is made against him or her by a third party based on an event which results in the death, injury or damage to health of persons (damage to persons) or damage or destruction of property (material damage) based on **legal liability rules under private law**.
2. The insurance cover extends to the legal liability of the insured person as a private person with regard to the liability risks of everyday life which occur during travel, in particular:
 - a) as head of a family or household (e.g. resulting from the duty to supervise a minor or minors);
 - b) as a cyclist (unpowered bicycle);
 - c) resulting from the performance of sport (with the exception of the types of sport named in § 3 Item 3);
 - d) as a rider or driver when using horses and carriages of third parties for private purposes (third-party liability claims against the insured person and/or the policy holder are not insured);
 - e) through the possession and use of model aircraft, unmanned balloons and kites, which are neither driven

by motors nor by jet propulsion, whose flying weight does not exceed 5 kg and for which there is no legal obligation to insure;

- f) through the possession and use of own or third-party rowing boats or pedalos or through sailing boats owned by third-parties, which are neither driven by motors (including outboard motors) or by jet propulsion and for which there is no legal obligation to insure;
- g) as a result of ownership, possession, holding or management of own or third-party surfboards for sporting purposes; however, legal liability of the insured person resulting from renting or hiring out surfboards or transferring them to others for use is **excluded**;
- h) for **damage to rented property** resulting from the use of rooms rented in buildings for private purposes for use during travel (e.g. rooms in hotels and guesthouses, holiday apartments, bungalows) and also of rooms whose use in connection with the accommodation is intended and allowed (e.g. dining rooms, common bathrooms). The sum insured amounts to 25,000 EUR for each case of damage to rented property. The overall cover offered by HanseMerkur for all damage to rented property within the period insured is limited to double the aforementioned sum insured. The insured person shall bear 20% of the compensation paid, and at least 50.- EUR. However, the following liability claims are **excluded**:
 - Damage to movable objects such as pictures, furniture, television sets, crockery etc., damage due to wear and tear and excessive use or stress
 - Damage to heating installations, machines, boilers and equipment for the provision of hot water, as well as to electrical and gas equipment;
 - rights of recourse under the waiver of recourse according to the agreement of fire insurers in the case of damages from spread of fire.

§ 2 - Performance

1. The performance which HanseMerkur is obliged to provide includes examination of the question of liability, defence against unjustified claims and reimbursement of the compensation which the insured person has to pay based on a recognition or acceptance issued or approved by HanseMerkur, a settlement reached or approved by HanseMerkur or a settlement reached in a court of law. If, in a criminal case because of an event causing damage which can result in a liability claim falling within the scope of the insurance cover, HanseMerkur wishes to appoint or approves the appointment of defending counsel for the insured person, HanseMerkur shall pay the costs for the counsel according to the official fee schedule for such work, or shall pay any higher fees agreed between HanseMerkur and the counsel.

If the insured person has to provide security for a pension resulting from an insured event according to the law, or has failed to avert execution of a court judgement by putting up security or a deposit, HanseMerkur has the obligation to provide security or escrow in his or her place.
2. The contractually agreed insured amounts forms the upper limit of the scope of benefits to be paid by HanseMerkur in each case of damage. Several cases of damage which occurred within the same period of time or within a certain time framework as a result of the same cause are deemed to be **one** loss event.
3. If, in the case of an insured event, a legal conflict occurs with regard to the claim between the insured person and the injured party or his or her legal successors, HanseMerkur will undertake the legal process in the name of the insured person. The costs which accrue in this connection shall be borne by HanseMerkur.
4. Monies paid by HanseMerkur in order to cover costs are not deducted from the amount insured in the sense of benefit (but also see Item 5).
5. If the liability claims exceed the amount insured, HanseMerkur shall only be responsible for the costs for the legal case in the proportion of the amount insured to the overall amount of the claims, even if several legal cases arise from the loss event. In such cases, HanseMerkur is entitled to release itself from the obligation to provide further performance through payment of the amount insured and its proportion of the costs accrued up to that point in relation to the amount insured.
6. If the insured person has to pay a pension to the injured party and if the capital value of the pension exceeds the amount insured or any amount of the amount insured which remains following deduction of any other performance resulting from the insured event, the pension to be paid will only be reimbursed in the proportion of the amount insured or the remainder of the amount insured to the capital value of the pension. The value of the pension will be calculated based on the mortality tables "Allgemeine Sterbetafel für Deutschland mit Erlebensfallcharakter 1987 R Männer und Frauen" tables and based on the actuarial interest rate which is based on the actual capital market interest in Germany. Here, the arithmetical average over the respective last 10 years of current public sector yields as issued by the Deutsche Bundesbank, are used as a basis. Any retroactive increases or decreases in the pension will be calculated at the time of the start of the original pension using the cash value of a deferred pension according to the aforementioned basis of calculation.
 - a) The 18th year is agreed to be the earliest finishing age for calculation of benefits to be paid to orphans.
 - b) For the non-self-employed, the completion of the 65th year is agreed as the final age for calculation of pensions paid to injured parties, if no other age is agreed by means of legal judgement, settlement or other arrangements, or if the circumstances which formed the basis for establishment of the pension change.
 - c) In calculating the amount which has to be contributed by the insured person to current pension payments if the capital value of the pension exceeds the amount insured or the remainder of the amount insured after deduction of other performance, the other performance will be offset against the amount insured in its entirety.
7. If completion of a claim for damages requested by HansaMerkur by means of recognition, full or agreed settlement does not succeed because of the refusal of the insured person, HanseMerkur shall not be responsible for additional expenses regarding the main issue, interest and costs as from the time of the refusal.

§ 3 - Exclusions

Insurance cover shall not include

1. Liability claims which exceed the scope of the legal liability of the insured person.
2. Claims for wages or salary, retirement pension, and other established payments, food, medical treatment in case of inability to work, claims to public welfare payments and claims arising from laws regulating damages arising from riots or public disorder.
3. Liability claims resulting from participation in horseracing, cycle racing, motorcycle racing or motor vehicle racing, boxing and wrestling matches, martial arts of all kinds including the preparations (training) for these.
4. Liability claims based on damage (with the exception of the items named under § 1 Item 2. b) to third-party property which the insured person has rented, leased, hired, borrowed or acquired by means of prohibited actions on his or her own part, or which are the object of a particular safekeeping agreement.
5. Liability claims based on damage through environmental effects on the ground or soil, air or water (including bodies of water) and all further damage arising from these.
6. Liability claims
 - a) resulting from claims of relatives of the insured person who live together with him or her in a joint household. Relatives in this sense include spouses, parents and children, adoptive parents and children, parents-in-law and daughters- and sons-in-law, step-parents and stepchildren, grandparents and grandchildren, siblings and foster parents and foster children (persons who are bound together by a relationship similar to a parent-child relationship over a longer period of time);
 - b) between several insured persons from the same insurance contract and between the policy holder and the persons insured under an insurance contract;
 - c) between several persons who have booked a journey or holiday together and carry out this journey or holiday together.
7. Liability claims resulting from losses which result from transmission of an illness or disease of the insured person.
8. Liability of the owner, possessor, keeper or registered keeper of a motor, airborne or waterborne vehicle (with the exception of the waterborne vehicles mentioned in § 1 Items 4 e and f) due to damages which were caused by use of the vehicle.
9. Liability as owner, registered keeper or custodian of animals as well as liability when hunting, the insurance cover of custodians of animals according to § 1 Item 4 c, however, shall remain unaffected by this provision regarding exclusions.
10. Liability resulting from practice of a profession, service, office (including honorary office) or an activity in associations of all kinds.
11. Liability of the insured person resulting from hire, loan or cession of right to use items to third parties.
12. Liability claims resulting from damage caused by use of weapons of any kind.

§ 4 - Particular obligations and procedures following occurrence of an insured event

1. An insured event in the sense of this contract is the loss event which could give rise to liability claims against the insured person.
2. If preliminary proceedings are instigated or if a penalty order or a court order is issued, the insured person must inform HanseMerkur immediately, even if he or she has already reported the insured event. If a claim is made against the insured person in court, if legal aid is applied for or if notice is issued by the court that a court case is to take place, the insured person must inform HanseMerkur immediately. The same applies in case of an arrest, an injunction or if procedures are enforced for the preservation of evidence.
3. Taking the instructions of HanseMerkur into consideration, the insured person has the obligation to prevent and reduce the loss as far as possible and to do everything which helps to clarify the loss event, in so far as this is not unreasonable. The insured person shall support HanseMerkur with defending against the loss and also with determining the loss and settlement, and also to provide detailed and true damage reports and to communicate all facts which are related to the loss event, and also to send in all documents which in the view of HanseMerkur are pertinent to the assessment and understanding of the loss event.
4. If there is a court case as a result of the liability claim, the insured person shall entrust performance and management of the case to HanseMerkur, and shall give the attorney commissioned or nominated by HanseMerkur the necessary power of attorney and any explanations or information deemed necessary by the attorney or by HanseMerkur. The insured person shall register opposition in good time to any court orders or decisions or acts of disposal with regard to compensation for damages on the part of administrative authorities without awaiting instructions from HanseMerkur, or shall initiate the necessary proceedings.
5. If, the insured person acquires the right to require cessation or reduction of a pension which has to be paid because of a change in circumstances, he or she is obliged to have this right exercised in his or her name by HanseMerkur. The provisions of 3 and 4 apply accordingly.
6. HanseMerkur is deemed authorised to issue all declarations and explanations in the name of the insured person which it deems useful in the settlement of or defence against a claim.
7. The legal consequences in case of infringement or non-fulfilment of one of the aforementioned obligations result from § 7 of the General Section.