

**Terms and Conditions of Foreign Travel Health Insurance
as Provided by HanseMerkur Reiseversicherung AG VB-KV 2008 (RK 365)**

§ 1 – Insured Persons and Eligibility for Insurance

1. Insured persons are those identified by name in the insurance policy, for whom the agreed premium has been paid.
2. Persons eligible for insurance are those resident in the Federal Republic of Germany.

§ 2 – Conclusion, Duration and Ending of the Insurance Contract

1. The contract must be concluded prior to the commencement of the journey for the entire period of the journey. If this is not the case, the contract is invalid, despite payment of the premium. In this case the sum paid is available to the sender.
2. The maximum period of insurance cover amounts to 365 days.
3. If the insured person already has a contract based on this tariff (RK 365), the conclusion of a new contract based on this tariff is only possible after a period of stay of at least 2 months in the Federal Republic of Germany. If premiums are nevertheless paid for a person affected by this regulation, the sum paid is available to the sender.
4. The contract comes into effect upon receipt, by the insurance company, of the application for insurance made using the form foreseen by the insurance company for this purpose. The application has only been properly completed if it contains all of the details requested and these have been provided clearly and completely. If the applicant uses the printed payment form issued by the insurance company the contract becomes valid upon payment of the premium, provided it includes clear and complete information about the start of the insurance contract, about the product selected by the applicant and about the persons to be insured. The applicant or the person named on the payment form as the person paying is regarded as the policyholder. If an application for insurance is made for a person not eligible for insurance cover, in accordance with section § 1, point 2 of the insurance policy, the sum paid is available to the sender.
5. In the event of an extension of the period of stay within the maximum insurance period, the originally agreed insurance period can only be extended if the application for extension has been submitted to (i.e. received by) HanseMerkur before expiry of the original insurance agreement and HanseMerkur explicitly consents to this application for extension.
6. In the event of an extension of the contract, insurance cover exists only for insured occurrences and only for complaints that in agreement with the insurer have newly occurred as per contract extension.
7. The insurance contract ends
 - a) at the agreed point in time;
 - b) upon the death of the insured person in each case;
 - c) at the end of the journey abroad;
 - d) if the prerequisites for a temporary stay abroad no longer apply;
 - e) with a change in the insured person's place of residence from the Federal Republic of Germany to another country.

§ 3 – The Premium

1. The premium is a one-time payment and must be made before the commencement of the journey, at the time of conclusion of the contract.
2. The premium due can be seen from the corresponding Premium Table for the tariff (RK 365).
3. If the one-time premium is not paid on time, HanseMerkur is entitled to withdraw from the contract for as long as the payment remains unpaid, unless the policyholder cannot be held answerable for the non-payment.
4. If the one-time premium has not been paid at the time of occurrence of an event covered by the insurance, HanseMerkur is not compelled to pay benefits, unless the policyholder cannot be held answerable for the non-payment.

§ 4 – Area of Application, Conclusion of Contract, Commencement and End of the Insurance Cover

Insurance cover

1. is provided for the contractually agreed area of the insured journey abroad. The term "abroad" is taken as meaning neither the territory of the Federal Republic of Germany nor the territory

- of a country in which the insured person has a place of residence;
2. must be concluded prior to the commencement of the journey for the entire duration of the journey; otherwise no insurance cover is provided for any part of the journey and the insurance premium will be repaid.
3. begins as from the point in time specified in the insurance policy, though
 - a) not before departure from the territory of the Federal Republic of Germany or from the territory of a country in which the insured person has a place of residence;
 - b) not before payment of the insurance premium (please also note, in this connection, section § 3);
4. ends – even in the case of pending events covered by the insurance – at the specified point in time, though at the very latest with the return to the territory of the Federal Republic of Germany or to the territory of a country in which the insured person has a place of residence.

§ 5 – Subject Matter of the Insurance Cover Provided and the Extent of Liability in Respect of Benefits

1. An event covered by the insurance is that of medical treatment required by an insured person due to illness or to the consequences of an accident. The insured event begins with the required medical treatment and ends at that point in time at which no further medical treatment is required, as medically confirmed. If the medical treatment has to be extended to an illness or to accident consequences not causally related to the previously administered treatment, this constitutes the existence of a new event covered by the insurance. Other recognized events covered by the insurance include essential medical treatment for complaints during pregnancy, premature births up to the 36th week of pregnancy, miscarriages, medically required abortions and death.
2. HanseMerkur reimburses standard local costs for necessary medical treatment during the journey for illness and accident, in the official currency of the country in which the journey took place. Extra costs for medically desirable and medically prescribed patient transportation and the costs of transfer or of burial in cases of death are also reimbursed. While abroad the insured person may choose from among state-recognized and licenced doctors and dentists in the given country, provided these charge for their services in accordance with the official scale of medical fees for doctors and dentists - if existing - or their fees are in keeping with those normally charged locally.
3. Within the scope of the contract, the insurance company pays for examination, treatment and medicaments that are widely approved in Germany by classical medicine. In addition to this it reimburses methods and medicaments that in practice have proved just as successful, or are used because the methods of classical medicine or medicaments are not available. The insurer can, however, reduce its contribution to that equivalent to the cost that would have been incurred if classical medical treatment or medicaments had been applied.
4. If all of the costs of medical treatment received abroad and falling under these provisions have been submitted to another service provider / insurer before submitting a claim to HanseMerkur and this service provider / insurer participates in reimbursing the costs, HanseMerkur also pays, in addition to the reimbursement of costs:
 - a) additional hospital day-payment benefits, in the case of in-patient treatment, of EUR 50 a day for a maximum of 14 days;
 - b) an additional one-time sum of EUR 25 per person treated in the case of out-patient care (regardless of the number of visits for treatment and the number of illnesses).

I. Costs of Medical Treatment Abroad

1. Medical treatment in the sense of these terms and conditions includes:
 - a) treatment by doctors as a consequence of medical complaints, including necessary treatment during pregnancy, child delivery up to the end of the 36th week of pregnancy (premature birth), treatment due to miscarriage and medically required abortions;
 - b) prescribed medicaments and dressing materials (medicaments do not include foodstuffs, restoratives or cosmetic preparations – even if prescribed by a doctor);
 - c) prescribed radiation treatment, light therapy and other physical forms of treatment;

- d) prescribed massages, medical packs, inhalation treatment and physiotherapy;
 - e) prescribed medical supplies necessary for the first time as the result of an accident and serving to treat the consequences of the accident;
 - f) X-ray diagnosis;
 - g) urgent in-patient treatment, if this is given in a facility generally recognized in the country in question as a hospital, which is subject to permanent medical supervision and management, has adequate diagnostic and therapeutic capability and keeps records of clinical histories.
 - h) medical transportation for in-patient treatment in the nearest suitable hospital and back again;
 - i) urgent operations that cannot be postponed;
 - j) painkilling and preservative dental treatment including simple fillings and repair of existing dental prosthesis, provided this is undertaken or ordered by a dentist.
2. Newly Borns
In cases of premature birth (in departure from section § 1) the costs of necessary treatment of newly born babies are also refunded up to the sum of EUR 50,000.
3. Subsequent Treatment Abroad
If an illness suffered during the period abroad requires treatment beyond the end of the period of insurance cover, because return is impossible due to proven inability to be transported, these terms foresee payment of benefits (including possible return transportation) until recovery of transportability.

II. Patient Return Transportation Costs / Transfer Costs / Funeral Expenses

HanseMerkur reimburses

1. additional costs for the return transportation of an insured person to the nearest-lying appropriate hospital to the insured person's place of residence, provided one of the following preconditions is fulfilled:
 - a) the return transportation has been ordered by the attending foreign doctor and is medically both desirable and justifiable. The decision as to whether return transportation is medically desirable and justifiable is made by a doctor advising the insurer, in agreement with the attending foreign doctor.
 - b) according to the prognosis of the attending foreign doctor, hospital treatment abroad would probably exceed a period of 14 days.
 - c) the estimated costs of treatment abroad would exceed the cost of return transportation.
The insurer accepts the costs incurred for a co-insured, accompanying person if such accompaniment is seen as being medically necessary, or is ordered by the official authorities or is required by the transporting company.
2. the necessary additional costs incurred, in the event of the death of an insured person, in returning the body to his or her place of residence;
3. the costs of a funeral abroad up to the amount that would have been incurred for transportation.

III. Hospital Day-Payment Benefits

In connection with foreign journeys, insured persons undergoing necessary medical in-patient treatment for an illness or injury suffered during the journey abroad are given a choice of hospital day-payment benefits for the period of in-patient treatment 50 euros a day for a maximum of 30 days, as from the beginning of the period of necessary medical in-patient treatment, instead of reimbursement of the costs of the in-patient treatment. The choice must be made at the beginning of the period of in-patient treatment.

§ 6 – Limitations on Insurance Cover

1. No insurance cover exists
 - a) for treatment abroad constituting the sole reason, or one of the reasons, for embarking on the journey in the first place and for treatment for which it was clear at the time of commencement of the journey that, assuming that everything went according to plan, such treatment would be necessary, unless the journey was undertaken because of the death of a husband or wife, or of a first-degree relative;
 - b) for illnesses and complaints known to the insured person at the time of conclusion of contract, or of conclusion of a follow-up contract, and their foreseeable consequences, or for the foreseeable consequences of illnesses and accidents of the insured person treated within a period of six months prior to the conclusion of contract;

- c) for diseases, including the consequences of such, as well as for the consequences of accidents caused by foreseeable warlike occurrences, or active participation in civil disturbances and not expressly included in the insurance cover;
 - d) for illnesses, accidents and their consequences resulting from wilful intent;
 - e) for treatment in a spa or sanatorium as well as for rehabilitation measures, unless such treatment follows an insured period of in-patient hospital treatment due to a severe stroke, a bad heart attack or a serious skeletal disease (surgery of the intervertebral discs, hip endoprosthesis) and is intended to shorten the period of treatment in the acute hospital, and the treatment was approved by the insurer in writing prior to its commencement;
 - f) for withdrawal treatment including withdrawal cures;
 - g) for out-patient therapy in a spa or health resort. This limitation does not apply, if the therapy becomes necessary as the result of an accident that happened there. In the event of illness, this limitation does not apply if the insured person's stay in the spa or health resort was for a short period only and was not for curative purposes;
 - h) for expenses arising from the methods of treatment applied and the medicament prescribed, if such treatment/medicament is not generally scientifically recognized in either the Federal Republic of Germany or in the country of application. An exception is made here for services in accordance with section § 5, point 3;
 - i) for medical supplies, even if they have been prescribed by a doctor, unless these are necessary for the first time solely as the result of an accident and directly serve to treat the consequences of the accident;
 - j) for treatment administered by the insured party's spouse, parents or children. Proven material costs are reimbursed in accordance with the insurance tariff;
 - k) for treatment of persons with whom the insured person lives together within his or her own family or the host family. Proven material costs are reimbursed in accordance with the insurance tariff;
 - l) for treatment or accommodation due to infirmity, need of care or safe custody;
 - m) for hypnotic, psychoanalytic and psychotherapeutic treatment;
 - n) for dental prostheses, post crowns, inlays, caps and crown, orthodontic treatment, prophylactic treatment, occlusal overlays and splints, analytic and therapeutic functional treatment and dental treatment in the field of implantology;
 - o) for treatment of HIV infections and their consequences;
 - p) for immunization measures;
 - q) for treatment due to disturbances and/or damage to the reproductive organs;
 - r) for suicide, attempted suicide and the consequences;
 - s) for precautionary examinations;
 - t) for organ donations and the consequences.
2. HanseMerkur is discharged from the obligation to compensate, if:
 - a) the policy-holder or the insured person has wilfully brought about the illness or accident;
 - b) the policyholder or the insured person has wilfully attempted to deceive HanseMerkur as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.
 3. Insurance cover is not provided for damage due to strike action, nuclear energy, confiscation, dispossession or other acts of high authority.
 4. If the level of medical treatment provided exceeds the medically necessary amount or if the costs of medical treatment exceed those customarily charged locally, HanseMerkur can reduce the benefits paid by it to an appropriate level.
 5. If a claim for benefits from statutory accident or pension insurance, or from statutory medical or accident care exists, the insurance company can, without prejudice to claims for hospital day-payment benefits, deduct the level of statutory benefits due from the insurance benefits due.

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

1. Obligations
The policyholder and the insured persons are obliged, upon the occurrence of illness or of an accident,
 - a) to keep the level of damage as low as possible and to avoid any action that could lead to an unnecessary increase in costs;

- b) to report the damage to HanseMerkur without delay, and upon conclusion of the journey at the latest, submitting at the same time all relevant booking documentation;
 - c) to permit HanseMerkur to undertake all reasonable investigations as to the cause of the occurrence and the level of benefits due, to provide all useful information in this connection, to submit original receipts, etc. and, in the event of death, to submit the death certificate;
 - d) in the event of in-patient hospital treatment and before the commencement of extensive diagnostic and therapeutic measures, to immediately contact HanseMerkur's worldwide emergency service;
 - e) to consent to return transportation to the place of residence, or to the nearest appropriate hospital to the place of residence, if in a transportable condition and if HanseMerkur has approved the return transportation in view of the nature of the illness and the need for treatment.
2. Legal Consequences of Violation of Obligations
- If the policyholder or the insured person wilfully violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour by the policyholder or the insured person. The onus of proof that gross negligence did not play a role lies with the policyholder.

§ 8 – Payment of Insurance Benefits

1. Reimbursements for costs incurred are made in the official currency of the country visited in accordance with section § 8, point 8.
2. As proof of costs, original receipts must be submitted, these indicating
 - a) the name and address of the provider of treatment;
 - b) the name of the person receiving treatment;
 - c) the name of the illness;
 - d) the period of treatment;
 - e) the type of performance rendered.
3. In the event of a return transportation order by a doctor, a medical certificate issued by the attending foreign doctor and stating the necessity of this must also be submitted. The requirement that agreement must be reached with the company's doctor is not affected by this.
4. In the event of transfer of the remains or of burial abroad, a death certificate and a medical certification stating the cause of death must be submitted.
5. If HanseMerkur has proof of both the conclusion of an insurance contract and the payment of the premiums, and if the reason for payment of benefit and the amount of such benefit have been established, payment in compensation must be made within 2 weeks.
6. One month after notification of the insurer as to the damage incurred, part-payment of the claim amount may be requested for the minimum sum due, on the basis of the facts on hand. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the policyholder or the insured person can be held responsible.
7. Within the context of examining entitlement to benefits, HanseMerkur may be required to obtain personal health data available within the legally permissible boundaries. If the policyholder or the insured person refuses such permission, thereby preventing HanseMerkur from conclusively establishing the level and extent of benefits to be paid, the due date for payment will be delayed. The same applies if institutions and individuals questioned have not been released from their obligation to confidentiality with respect to HanseMerkur.
8. Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate as stipulated in Frankfurt/Main, whereas for non-traded currencies the rate is as stipulated in "Währungen der Welt", publications of the German Central Bank "Deutsche Bundesbank" in Frankfurt/Main (latest version in each case), unless it can be proven that the foreign currency required for the payment of invoices was purchased at a less favourable exchange rate.

9. 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.

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

1. If, in the case of an event covered by the insurance, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. This also applies if, in one of the other insurance contracts, such a subordinate-contract clause has also been agreed to, regardless of when the other insurance contract was concluded. If the event covered by the insurance is first reported to HanseMerkur, it will initially undertake payment and will then contact the other insurer directly for purposes of sharing the costs. HanseMerkur will, however, waive sharing the costs with a private health insurance company if this would be to the disadvantage of the insured person, e.g. loss of premium refund.
2. Claims of the policyholder, or of the insured person, against third parties shall pass to HanseMerkur inasmuch as this is legally permissible, and to the extent that the latter has paid indemnity for the damage incurred. If necessary, the policyholder, or the insured person, must sign a transfer declaration to the benefit of HanseMerkur. The insurer's obligation to pay benefits shall be dormant until such a declaration of assignment has been received. If this obligation is violated, this gives rise to legal consequences as per section § 7, point 2.
3. Claims of the policyholder, or of the insured person, against attending medical personnel or organizations on the basis of excessive fees shall pass to HanseMerkur, inasmuch as this is legally permissible, to the extent that the latter has settled the relevant invoices. If necessary, the policyholder or insured person must provide assistance in enforcing such claims. In addition, the policyholder or the insured person is obliged, if necessary, to make a declaration of assignment towards HanseMerkur. If this obligation is violated, this gives rise to legal consequences as per section § 7, point 2.

§ 10 – Offsetting

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

§ 11 – Declaration of Intent and Notifications

Declarations of intent and notifications intended for the insurer must be submitted in writing.

§ 12 – Applicable Law / Contract Language

German law is applicable, provided this is not prohibited by international law. The contract language is German.

Section § 13 – Participatory Bonus

This insurance does not entail any participatory bonus.