

**Insurance terms and conditions of HanseMerkur Reiseversicherung AG's
Foreign Travel Health Insurance for Guests from Abroad holding a Visa
VB-KV 2008 (AGV)**

§ 1 - Insurable Persons and Insurability

1. Insured are those persons stated on the insurance policy for whom the agreed premium has been paid.
2. Insurable shall be persons up to the age of 75 years (75th birthday) who travel and hold a visa, provided they:
 - a) are foreign nationals and only stay in the Federal Republic of Germany, member states of the European Union, Switzerland or Liechtenstein for a short period,
 - b) are German nationals and have had their permanent place of residence abroad for more than 2 years. In these circumstances, abroad shall also mean the territory of the Federal Republic of Germany.
3. Individuals who are not insurable, despite having paid a premium shall be as follows:
 - a) persons in need of care as well as the mentally handicapped. A person in need of care is a person who requires assistance for his/her everyday needs.
 - b) persons working as paid athletes
 - c) persons holding a limited residence permit for the Federal Republic of Germany and whose total insurance period of any health insurance policies taken out during the stay has exceeded five years on the date of application.

§ 2 Taking out and Terminating the Insurance Contract

1. The application for an insurance contract has to be made within 31 days following entry into the Federal Republic of Germany, member states of the European Union, Switzerland or Liechtenstein. Upon request the date of entry must be proven. After expiry of one month it is not possible to take out insurance.
2. The contract is valid, if the insurance application is made on the valid form provided by the insurance company and is received by HanseMerkur. The application is only regarded as duly completed if it contains clear and complete information on all the required issues. If the applicant uses the printed payment form issued by the insurance company the contract becomes valid upon paying the premium provided it includes clear and complete information about the start of the insurance contract, the product selected by the applicant as well as about the persons to be insured.
3. For persons who do not meet the insurability requirements stated under § 1 para 2 of these terms and conditions, no insurance contract shall become valid – even if the premium has been paid. If a premium is paid for a person who is not insurable, the amount shall be at the payer's disposal.
4. If the insured person had already taken out an (AGV) insurance contract and has completed a temporary stay in the member states of the European Union, Switzerland or Liechtenstein, it is only possible to take out another insurance policy if the person has stayed in his / her native country for a minimum of two months before reentering the territory of any of the above-mentioned states. Should a premium be paid for a person affected by this regulation, the amount shall be at the payer's disposal.
5. In the event of a single journey the insurance contract must be taken out for the complete period of stay.
6. The maximum insurance duration is one year. An extension of an independent individual insurance contract is only possible upon the insurance company's consent, but only up to a total insurance duration of a maximum of five years.
7. If the stay is extended, an independent extension contract can be taken out provided the following preconditions are met:
 - a) The extension application must be written on a form specifically issued by HanseMerkur for this purpose. It must be submitted to HanseMerkur before the original insurance contract expires.

b) HanseMerkur's explicit consent is required to make the extension contract valid. If a premium is paid for a contract which has not explicitly been accepted, the amount shall be at the payer's disposal.

c) With regard to persons holding a limited residence permit for the Federal Republic of Germany an extension is only possible, if the total insurance period of any health insurance policies valid in the Federal Republic of Germany has not exceeded five years. The policy-holder is obliged to inform HanseMerkur of any health insurance contracts valid during the temporary stay.

In the event of contract extension, insurance cover shall only apply to insured events, illnesses, complaints and their consequences which newly occurred following the application for extension (date and time of postmark).

8. If the policy-holder is not the same person as the insured person, the termination of the insurance contract by the policy-holder only becomes effective, if the insured persons affected by the termination have been informed of this and the policy-holder proves that they have been informed. The affected insured persons are entitled to name a new policy-holder and continue the contract provided their declaration regarding this matter is made within two months following receipt of the termination.
9. Statutory rights regarding extraordinary notice remain unaffected by these agreements.
10. The insurance contract expires:
 - a) on the agreed point in time,
 - b) upon death of the policy-holder or his / her move from the Federal Republic of Germany. However, the insured persons are entitled to name a new policy-holder and continue the contract provided their declaration regarding this matter is made within two months following the policy-holder's death or move,
 - c) upon the completion of the insured person's temporary stay in the member states of the EU, Switzerland or Liechtenstein, provided the insured person has decided to remain permanently in the member states of the EU, Switzerland or Liechtenstein or provided the insured person returns home for good,
 - d) on the point in time that an insured person holding a limited residence permit for the Federal Republic of Germany exceeds the total insurance period of five years. This also takes into account insurance policies which have not been taken out with HanseMerkur.

§ 3 - Premium

1. The premium is a single premium resulting from the applicable premium chart and has to be paid upon taking out the contract.
2. If the single premium is not paid on time, HanseMerkur shall be entitled to resign from the contract unless it was not the policy-holders fault that the premium had not yet been paid.
3. If an insured event occurs and the premium has not yet been paid, HanseMerkur shall not be obliged to pay benefits, unless it was not the policy-holder's fault that the premium had not yet been paid.

§ 4 - Area of Validity, Beginning, Duration and End of the Insurance Cover

1. Area of Validity
 - a) HanseMerkur offers insurance cover within the scope of these conditions for insured persons who are visa-holders and are staying in the Federal Republic of Germany, member states of the European Union or Switzerland and Liechtenstein for a short period of time. The maximum amount of benefits shall be limited to EUR 50,000.

- b) The occurrence of an insured event in the native country of the insured person shall not be covered by insurance. Native country in the sense of these contract conditions is the country where the insured person has his/her permanent place of residence and/or is the insured person's country of nationality.
- c) However, departing from b), insurance cover shall be granted to the insured person in his / her native country under the following conditions:
With regard to insurance contracts with a minimum duration of one year, insurance cover shall remain active even in the event of a brief return into the native country of the insured person - this is limited to a maximum of 6 weeks for all stays in the native country per insurance year. Insurance year shall be a period of 12 months counting from the start of insurance.
Upon request of the insurance company, start and end of each journey to the native country are to be proven by the insured person in the event of claims. Please note specifically § 8 fig. 1 e.
2. Start of the insurance cover
Insurance cover shall start with the point in time indicated in the insurance policy (insurance start), however,
a) not before the insurance contract becomes valid,
b) not prior to the entry into the Federal Republic of Germany, member states of the European Union, Switzerland or Liechtenstein,
c) not prior to premium payment,
d) not prior to the completion of possible qualifying periods.
3. If the option 'insurance cover for a period of up to 90 days within one year' has been selected, any temporary travels which the insured person undertakes within one year after having taken out the insurance and once the contract is valid are covered by insurance provided the total travel period does not exceed 90 days per year.
4. End of insurance cover
Insurance cover – also for pending insurance events – shall end:
a) on the agreed point in time,
b) upon expiry of the insurance contract,
c) at the latest upon the end of stay in the Federal Republic of Germany, member states of the European Union, Switzerland or Liechtenstein,
d) if the requirements for a temporary stay in the Federal Republic of Germany, member states of the European Union, Switzerland or Liechtenstein are no longer valid
e) since the insured person has decided to stay permanently in the member states of the European Union, Switzerland or Liechtenstein,
f) since the insured person has returned to her / his native country for good,
g) upon completion of a total travel period of 90 days if the option 'insurance cover for a period of up to 90 days within one year' has been selected.
5. Secondary liability
If a disease requires a therapeutic treatment beyond the end of the insurance cover since a return journey is impossible owing to the proven fact that the patient is not movable, there will be a liability within the scope of this policy
a) with contract terms of up to 6 months including any contract extension up to the restoration of transportability, max. for the period of one further month.
b) with contract terms over 6 months including any contract extension up to the restoration of transportability, max. for the period of three further months.
- curative treatment has to be extended to a disease or to the consequences of an accident that are not causally related to the ones treated so far, a new insured event exists. An insured event shall also be
a) examination and medically required treatment because of pregnancy unless the said pregnancy already existed prior to the beginning of insurance cover.
b) death.
3. The scope of insurance cover results from the insurance policy, possible particular agreements in writing, these general insurance conditions as well as the statutory regulations of the Federal Republic of Germany.
4. In the Federal Republic of Germany, the insured person may select from the established and licensed physicians and dentists. In the member states of the European Union, in Switzerland or Liechtenstein the insured person may select from the legally recognized and appointed physicians and dentists in the country of residence insofar as they invoice in accordance with the official scale of medical fees for physicians and dentists - if existing - or the fees in accordance with local custom.
5. Medicine, dressing material, medical supplies and adjuvants must be prescribed by the treating persons mentioned under point 4 - moreover, medicine must be procured at the chemist's shop. Processed foodstuff and restoratives, mineral water, disinfectants and cosmetics, diet and baby food and the like - even if prescribed as such - shall not be regarded as medicine.
6. In the event of a medically required in-patient hospital stay the insured person may freely select from the public and private hospitals that have a permanent medical supervision, possess sufficient diagnostic and therapeutic possibilities, maintain clinical histories and do not perform any cures or sanatorium treatment or accept any convalescents.
7. Within the contractual scope the insurance company shall pay benefits for examination and treating methods and medicine that are mainly approved by classical medicine. They moreover pay benefits for methods and medicine that have proven to be successful in practice or that are used since no other methods or medicine of classical medicine are available. The insurance company, however, shall be entitled to reduce its benefits to the amount that would have accrued with the use of available methods or medicine.
8. The insurance company shall pay benefits within the contractual scope for conveyance and funeral costs, if death of the insured person occurs through an event that falls under the liability of this contract.

II.- Qualifying periods

1. Qualifying periods shall count from the start of insurance and in the event of contract extension from the start of extension.
2. Qualifying time for deliveries shall be 8 months.

III. Cost of therapeutic treatment up to a total of EUR 50,000

1. While the insured person stays in Germany, the insurance company shall reimburse the costs accrued for a medically required therapeutic treatment up to the so-called threshold values stipulated by the German physicians' scale of charges (GOÄ) and dentists (GOZ). The so-called threshold values for benefits are
- according to GOZ the 2.3 fold fee,
- according to GOÄ according to no. 437 and section M (laboratory costs) of GOÄ the 1.15 fold fee,
- according to sections A, E and O (technical performances) the 1.8 fold fee,
- for any other benefits according to GOÄ the 2.3 fold fee.
The maximum amount of benefits shall be limited to EUR 50,000 for the entire contract duration.
2. Therapeutic treatment in the sense of these conditions is:
a) medical treatment including pregnancy examinations, pregnancy treatment, unless the pregnancy already existed at the start of the insurance or extension contract, and treatment because of miscarriage;
b) medical pregnancy treatment of acute complaints and treatment due to miscarriage; medically required

§ 5 Subject of the Insurance Cover and Scope of Benefits

I. General Overview

1. HanseMerkur awards compensation for insured events occurring unexpectedly acutely during travels. Insurance benefits shall be limited to a maximum of EUR 50,000.
2. Insured event is the medically required curative treatment of an insured person because of a disease or the consequences of an accident. The insured event starts with the curative treatment and ends after a curative treatment is no longer required according to medical findings. If the

abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if the pregnancy already existed at the start of the insurance or extension contract provided treatment requirements had not been established at this point in time;

- c) medically prescribed medicine and dressing material;
- d) medically prescribed ray, light and other physical treatments;
- e) medically prescribed massages, medical packages and inhalations up to a maximum of EUR 300.00 per insurance year;
- f) medically prescribed supplies that only become necessary because of an accident and serve as direct treatment of the consequences of accident;
- g) X-ray diagnosis;
- h) urgent in-patient treatment in general nursing class (multiple-bedded room) without freedom of choice (private doctor treatment);
- i) ambulance service to in-patient treatment in the nearest suitable hospital and to primary medical care after an accident to the next suitable physician and back;
- j) urgent operations which must not be delayed;
- k) delivery - after expiry of qualifying period.

3. Costs of dental treatment

Considering section III point 1, the insurance company shall also reimburse the cost accrued during travel for

- a) painkilling and preserving dental treatment including simple filling;
- b) measures for restoring the function of dental prosthesis (repairs).

For a) and b) max. a total of EUR 300.00 with contract terms up to 6 months including any contract extension and with contract terms of more than 6 months including any contract extension up to a total of EUR 600.00 per insurance year / insured person. Insurance year is a period of 12 months.

IV. Repatriation / funeral cost

With the exception of a stay of the insured person in his/her native country or where the insured person has a residence, HanseMerkur shall pay:

1. The additional costs of a medically indicated and prescribed return transport to the insured person's place of residence or to the nearest appropriate hospital in the vicinity of his/her place of residence;
2. in case of death of an insured person the additional cost up to a maximum of EUR 10,000.00 accruing for the repatriation of the deceased to his/her permanent place of residence;
3. the cost of a funeral abroad up to the amount that would have accrued for a repatriation – up to a maximum of EUR 10,000.00.

§ 6 Limitation of insurance cover

1. There is no liability:
 - a) for treatment abroad constituting the sole reason, or one of the reasons, for embarking on the journey in the first place and for treatment for which it was clear, at the outset of the journey, that assuming the trip was carried out as planned, it (the treatment) would be necessary;
 - 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 such diseases including their consequences as well as for the consequences of accidents and for deaths that are caused by industrial action, civil unrest, war, warlike events, nuclear energy or the active participation in riots and that are not expressly included in the insurance cover;
 - d) for diseases and accidents including their consequences resulting from willful intent;
 - e) for cure and sanatorium treatment as well as measures of rehabilitation;

- f) for withdrawal treatment including withdrawal cures;
- g) for out-patient therapeutic treatment in a spa or health resort. This limitation does not apply, if the therapeutic treatment becomes necessary through an accident that happened there. In the event of a disease it shall not apply, if the stay of the insured person in the spa or health resort is only for a short period of time and not for curative purposes;
- h) for treatment by spouses, parents or children. Proven material cost will be reimbursed according to the insurance policy;
- i) for treatment of persons with whom the insured person lives together within his own or the host family. Proven material cost will be reimbursed according to the insurance policy;
- j) for a treatment or accommodation caused by infirmity, needing care or institutionalisation;
- k) for psychoanalytic and psychotherapeutic treatment;
- l) immunization measures
- m) for medical supplies;
- n) for treatments caused by disturbances and defects of reproductive organs; including infertility, artificial insemination and connected preventive medical examination and follow-on treatment;
- o) for treatment of HIV infections and their consequences;
- p) for dental prosthesis, post crowns, inlays, crowns and orthodontic treatments, implants, occlusal overlays and gnathologic measures;
- q) for suicide, attempted suicide and its consequences;
- r) for organ donations and their consequences

2. HanseMerkur is discharged from liability if

- a) the policy-holder or the insured person have willfully caused the insurance event,
 - b) the policy-holder or the insured person tries to fraudulently misrepresent the circumstances which are important for the reason to pay benefits or for determining their amount.
3. If a therapeutic treatment exceeds the medically required level, the insurance company may reduce its benefits to an appropriate amount.
 4. If a claim exists for benefits from statutory accident or pension insurance, from statutory medical care or accident care, the insurance company may deduct the statutory benefits from the insurance benefits.

§ 7 General Obligations and Consequences of Breach of Obligations

1. After occurrence of an insurance event, policy-holder and insured person are obliged
 - a) to keep the damage as low as possible and to avoid anything that might lead to an unnecessary increase of cost;
 - b) to report the insurance event immediately to HanseMerkur, however, at the latest, upon the end of the travel;
 - c) to entitle HanseMerkur to perform any reasonable examination concerning reason and amount of their liability, to give every appropriate information, to present original supporting documents and to present a death certificate in the event of death.
 - d) to contact HanseMerkur in the event of in-patient treatment and before comprehensive diagnostic and therapeutic measures are carried out.
2. Upon request of the insurance company, the insured person shall be obliged to be examined by a physician appointed by HanseMerkur.
3. Consequences of Breach of Obligations

Should the policy holder or the insured person willfully violate one of the contractually agreed obligations, HanseMerkur shall be discharged from liability. In the case of a grossly negligent breach of the obligation, HanseMerkur shall be entitled to cut the benefit in relation to the seriousness of the violation caused by the policy-holder / the insured person. It is up to the policy-holder to prove that it was not a case of gross negligence.

§ 8 Payment of Insurance Benefits

1. The insurance company shall only be liable to pay benefit if the following records – which will become the insurer's property – have been submitted:
 - a) original vouchers containing the name of the treating person, the designation of the illness as well as stating the type, location and treatment period of the services rendered by the treating physician. If claims have been filed to another health insurance first, it will suffice to submit copies of the invoices stating compensation payments,
 - b) prescriptions must be submitted together with the physician's invoice; invoices for medicines and adjuvants must be submitted with the prescription,
 - c) a death certificate and a medical certificate stating the cause of death must be submitted, if claims for repatriation or funeral costs are made,
 - d) proof must be submitted of the first and last day of any stays in the member states of the European Union, Switzerland and Liechtenstein, if the insurer so requests,
 - e) proof of the first and last day of any stay in the native country, if the insurer so requests,
 - f) proof of any health insurance taken out and valid in the Federal Republic of Germany, if the insurer so requests.
2. One month after filing a claim, partial payment of the minimum amount owed according to the current state-of-affairs can be demanded. This period can be extended if processing of the claim is delayed due to the fault of the policy-holder or the insured person.
3. Within the framework of examining claims, HanseMerkur may be required to recover personal health data within the legally permissible scope. Should the policy-holder or the insured person refuse the appropriate permission thereby hampering HanseMerkur to establish the amount and scope of its obligation to pay compensation, the payment period will be delayed. The same applies if authorities or persons are not relieved from their obligation to secrecy towards HanseMerkur.
4. Cost that occurred in a foreign currency shall be converted at the exchange rate of the day when the supporting documents are received by HanseMerkur into the currency being valid at that time in the Federal Republic of Germany. For trade currencies, the exchange rate of the day shall be the official exchange rate Frankfurt/Main, for non-traded currencies the exchange rate as per "Währungen der Welt", publications of Deutsche Bundesbank Frankfurt/Main, latest version, unless it can be proven that the foreign currency required for paying the invoices had been purchased at a more unfavourable exchange rate.
5. Additional cost incurred by the fact that HanseMerkur has to make transfers abroad or that the insured person selects special forms of transfer can be deducted from the insurance benefits.
6. Benefit claims can neither be assigned nor pledged,
7. Claims covered by this insurance contract are statute-barred after three years. The time limitation begins at the end of the year in which the benefit can be claimed.

§ 9 Compensation from other Insurance Contracts and Claims against Third Parties

1. If, in case of an insurance event, compensation can be claimed from another insurance contract, the other contract shall have priority over this contract. This shall also apply if one of the other insurance policies also contains this clause irrespective of when the other insurance policy had been taken out. If the insured event is first reported to HanseMerkur Reiseversicherung AG, they will pay first and will directly approach the other insurance company with regard to sharing the costs. However, HanseMerkur will 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 policy-holder or the insured person against third parties shall pass over to HanseMerkur within the statutory scope, insofar as HanseMerkur has compensated for the damage. If necessary, the policy holder or the

insured person shall be obliged to make a declaration of assignment towards HanseMerkur. The insurer's obligation to pay benefits shall be dormant until such a declaration of assignment has been received.

3. Claims of the policy-holder or the insured person against treating persons due to excessive fees shall pass over to HanseMerkur within the statutory scope if the latter has paid such invoices. If necessary, the policy-holder or insured person is obliged to assist in enforcing such claims. In addition, the policy-holder or the insured person shall be obliged to make a declaration of assignment towards HanseMerkur. The insurer's obligation to pay benefits shall be dormant until such a declaration of assignment has been received.

§ 10 Set-off

The insurance holder or the insured person can only set-off against claims of HanseMerkur, if the counterclaim is uncontested or final and absolute.

§ 11 Declarations of intent and notices

Declarations of intent and notices towards HanseMerkur shall be made in writing.

§ 12 Applicable law/ contractual language

German law shall apply provided it is not contrary to international law. German shall be the contractual language.

§ 13 Capital bonus

This insurance does not entail any capital bonus entitlement.