

# CareMed PREMIUM Insurance Terms and Conditions 2021/2022

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This Policy is effective for policy holders with a start date of March 1, 2021 - February 28, 2022

## Product Information Sheet

Each of the following options for insurance coverage is only valid if it is explicitly concluded by you, i.e. if it is included in your insurance coverage (see insurance confirmation). Details are listed in below terms and conditions.

### What type of insurance is this?

Your insurance is an international insurance that is valid for a limited period. The scope of the insurance and the individual benefits associated with your policy are determined by the tariff you select.

### What is the scope of your insurance coverage?

#### Travel Health Insurance (HA)

Travel health insurance covers essential medical treatment for illnesses suffered during a stay abroad. We refund the costs of illnesses and accidents suffered within the period covered by the insurance. These include treatment by a doctor, treatment in hospital and medicaments.

#### Travel Cancellation Insurance (TC)

This insurance coverage will be purchased separately. In case that you cannot travel due to a covered event (e.g. unexpected severe illness, serious accident), your cancellation costs will be reimbursed up to the covered travel price.

#### Travel Accident Insurance (I)

If you take out a travel accident insurance, we will pay a one-time sum (invalidity benefit) if you suffer permanent disability as the result of an accident (e.g. restricted mobility, paralysis or amputation). The level of invalidity benefit depends on the agreed insurance sum and on the degree of impairment.

#### Travel Third Party Liability Insurance (3)

If your insurance policy includes travel third party liability insurance, you are covered during your journey against the dangers of everyday life for which you are responsible and must therefore remunerate other for. In such cases we not only regulate the damages, but also check whether, and to what extent, a compensation liability exists. Unjustified claims for compensation are rejected by us on your behalf and, to this extent, we also provide legal protection in cases of unjustified liability claims.

### Emergency Insurance (E)

This **additional coverage** can be purchased separately in case that you already have health insurance coverage for your stay abroad. You will receive assistance services (e.g. medical repatriation, visit of bedside, repatriation of mortal remains or funeral costs).

### Return Travel Emergency Insurance (T)

If you take out a return travel emergency insurance, the insurer shall pay costs for an emergency trip to your home country in case of severe sickness or death of a family member. In case of a long hospitalization of the insured, the insurer will reimburse the costs for a visit of a relative.

### Travel Luggage Insurance (L)

If you purchase luggage insurance benefit this plan will cover checked lost or damaged luggage or if luggage is lost or damaged as a result of theft, fire or elemental occurrences.

### What do you have to consider when paying the premiums?

The premiums depend on your insurance coverage. Insurance coverage commences with the payment of the premium at the earliest.

### What is not insured?

Some events are excluded from insurance coverage, for details see the section for respective insurance.

### Travel Accident Insurance:

For accidents in which drunkenness or drug consumption played a role. Illnesses and wear, e.g. backache due to constant sitting, stroke or heart attack, are not instance of accidents.

### What obligations arise at the time of conclusion of contract?

At the time of conclusion of contract you must have disclosed all information fully and truly. If you fail to do so, your insurance coverage is endangered!

### What obligations do you have to fulfill if an event covered by the insurance occurs?

Make sure that the damage incurred remains as small as possible! Avoid everything that might lead to an unnecessary increase in costs. Notify HanseMerkur immediately about the damage incurred. For further obligations, please refer to Obligations in the terms and conditions of insurance.

### What are the legal consequences, if you fail to meet your obligations?

Very important: If you violate your obligations, HanseMerkur is entitled to reduce the benefits to an extent which corresponds to the seriousness of the violation. This can even lead to a complete loss of insurance coverage.

### When does your insurance coverage begin and when does it end?

The insurance coverage begins with the payment of the premium at the earliest, though not before the agreed date of commencement, and it ends on the agreed expiry date.

## Section I Overview of benefits

Travel Health Insurance (HA) CareMed 2020 RKS	CareMed PREMIUM
Insurable at the time of application, up to	65 <sup>th</sup> birthday
Maximum insurance duration	24 months
Deductible per claim	according to insurance confirmation
<b>2.1 Out-patient treatment costs</b>	
2.1.1 Treatment	100 %
2.1.2 Psychotherapy, up to six sessions	€ 1.000
2.1.3 Rehabilitation measures	100 %
<b>2.2 In-patient treatment costs</b>	100 %
2.2.1 Medical transportation	100 %
2.2.2 Treatment	100 %
2.2.3 Rehabilitation measures	100 %
2.2.4 Deficiency compensation from the 6 <sup>th</sup> day of hospitalized treatment up to a max. 90 days	-
2.2.5 Family member to the bedside of the insured person	-
<b>2.3 Dental treatment</b>	
2.3.1 Pain-relieving dental treatment at 100 % per policy year up to	€ 1.000
2.3.2 Restoring function of dentures at 50 % per year up to	€ 2.000
2.3.3 Accident-related dentures per year up to	€ 2.000
2.3.4 Dentures (waiting period of 6 months)	€ 2.000
<b>2.4 Medication, bandages, remedies and medical aids</b>	
2.4.1 Medication and bandages	100 %
2.4.2 Remedies per insurance year	100 %
2.4.3 Accident-related aids	100 %
<b>2.5 Costs for pregnancy examinations</b>	
2.5.1 Pregnancy treatment due to complaints	100 %
2.5.2 Pregnancy examinations and childbirth (waiting period of 8 months)	100 %
<b>2.6 Medical repatriation</b>	100 %
<b>2.7 Repatriation of remains /funeral costs</b>	€ 30.000
<b>Travel Accident Insurance (I)</b>	
1.1 Disability benefit	€ 40.000
1.2 Progression in the event of total invalidity	350 %
1.3 Death benefit	€ 5.000
1.4 Costs for search, rescue or recovery operations	€ 2.500
<b>Third Party Liability Insurance (3)</b>	
1.1 Personal injuries and damage to property	€ 2.500.000
1.2 Damage to rented property (deductible 20 % at least € 50 per claim) incl. damage to movable items of furniture	€ 25.000
1.3 Damage to household of host family (deductible 20 % at least € 50 per claim)	€ 25.000
1.4 Deportation costs (deductible 10 %, minimum € 100,- )	€ 5.000
1.5 Loss of keys	€ 250
1.6 Professional activities (deductible 20 % at least € 250 per claim)	€ 10.000
<b>Return Trip Emergency Insurance (T)</b>	
1.1 Return trip due to an emergency	€ 1.000
1.2 Family member to the bedside of the insured person	100 %
<b>Travel Luggage Insurance (L)</b>	
Sum insured	€ 2.000
4.1 Damage due to delay in delivery (necessary replacements)	€ 500
4.2 Valuables (e.g. jewelry)	50 % of sum insured
4.3 Glasses, hearing aids, mobile phones	€ 250 per item
<b>Emergency Insurance (E)</b>	
2.1 Accident salvage, search and rescue charges	€ 5.000
2.2 Additional costs for medical repatriation	100 %
2.3 Family member to the bedside of the insured person	100 %
2.4 Repatriation of mortal remains or funeral abroad	100 %
2.5 Assistance contacting home bank and advance cash supply	€ 1.500 (loan)

The contents of the insurance terms and conditions CareMed 2020 RKS and the insurance confirmation are the decisive factors for the Scope of the insurance coverage. Please also note the limitations of benefits.

## Important notes

### Who qualifies for insurance

Persons between 3 months and 64 years (65<sup>th</sup> birthday) staying abroad for a limited period of time. The country in which the insured person has permanent residence is not considered abroad.

Z1: travel destination: worldwide including USA & Canada

Z2: travel destination: worldwide except USA & Canada

### Early return home

In the event of early return home, premiums already paid will be reimbursed for the remaining period minus an admin fee if no claims were submitted. Minimum period needs to be 31 days.

Reimbursements cannot be backdated.

### Note according to Federal Data Protection Act

We would like to inform you hereby that in case of conclusion of contract or in case of a claim, data will be saved and forwarded to associations of insurance business as well as to reinsurer if applicable. It will only be done if necessary for proper enforcement of contractual relations. Regulations of the Federal Data Protection Act will remain unaffected. The address of each receiver of data will be given on request.

## Behavior in case of a claim

HanseMerkur Reiseversicherung AG offers insurance coverage for persons insured through CareMed.

### 1. Choice of physician / hospital

The insured has free choice of physicians / hospitals.

### 2. Reimbursement of costs

Medical costs are reimbursed to the insured on submission of the documents mentioned under 6. If the insured wishes to have the costs reimbursed directly to the provider, it has to be clearly marked on the claim form.

### 3. Approval by CareMed Assist

The assistance center must approve the following costs for medical treatment:

- hospitalization and operation
- evacuation to the insured's home country in case of severe illness
- burial
- repatriation in case of death

**Written approval by the insurer is a prerequisite for receiving services and reimbursement for the above mentioned treatment and emergency situations. Approval must be obtained prior to any treatment under the following telephone numbers:**

**Phone number of insurer: +49(0)40-4119-2671**

**E-mail of insurer: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

### In case of emergency:

**CareMed Assist 24-hour-emergency number:**

**+49 (0)228-55549-22**

E-mail: [caredem-assist@roland-assistance.de](mailto:caredem-assist@roland-assistance.de)

### 4. Insurance confirmation

Present your insurance confirmation to the provider. It serves as a proof of your insurance coverage.

### 5. Claim form

Fill out a claim form for each individual claim. Please find it attached to these terms and conditions.

### 6. Submission of claims

Within 60 days after incurring the first medical bill send the following to the appropriate claim center. You may send all documents by e-mail upfront, our claims staff will request original documents if needed:

- claim form duly filled in by the insured
- all itemized bills and receipts related to a particular claim
- medical reports from the provider, including OP reports, laboratory and X-rays documents etc.

To: **HanseMerkur Reiseversicherung AG, Abtlg. RLK/CareMed Claims, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany**

### 7. Contact claims office

If you have questions concerning a claim that has already been submitted, please contact our claims office.

#### Claims Office 1

for cases that occur in the USA

MedCare International, Inc.

12480 West Atlantic Boulevard Suite 2

Coral Springs, FL 33071, USA

Attention to Mrs Lacroix / Mrs Schmidt

**Phone: 1-800 397 9905 (toll-free number)**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

#### Claims Office 2

for cases that occur worldwide except in the USA

HanseMerkur Reiseversicherung AG (legal form: public company)

Abtlg. RLK 4/CareMed Claims

Siegfried-Wedells-Platz 1

20354 Hamburg, Germany

**Phone: +49(0)40-4119-2671**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

## Important Information on your Insurance Policy

### Insurance company's identity (name, address):

HanseMerkur Reiseversicherung AG (legal form: public company)

Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany

Phone: 040 4119-1000

Fax 040 4119-3030

### Entry in the trade register at:

Amtsgericht (local court) Hamburg HRB 19768

### Summons-suitable address and legally entitled representatives of HanseMerkur Reiseversicherung AG:

HanseMerkur Reiseversicherung AG

Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany

Represented by the Board:

Eberhard Sautter (Chairman), Eric Bussert, Holger Ehses, Johannes

Ganser, Raik Mildner

### Core business of HanseMerkur Reiseversicherung AG, hereinafter called "HanseMerkur":

HanseMerkur insures risks which are related to travels.

### Guarantee funds or other compensation regulations:

There are no guarantee funds or any other compensation regulations applicable to the products described in this document.

### Essential characteristics of the insurance:

Depending on the scope of the selected insurance cover,

HanseMerkur provides benefits in accordance with the enclosed insurance terms and conditions.

The scope of the insurance cover is determined by the policyholder.

More detailed information on the type and extent of the insurance cover selected by the policyholder can be found in the description of services and the insurance terms and conditions.

Once HanseMerkur has acknowledged its obligation to pay benefits and has also established the amount payable, compensation will be paid within 2 weeks. This period is checked as long as HanseMerkur is unable to examine the claim due to the fault of the insured person.

### Total price and price components:

The policy holder determines the scope of the insurance cover and the corresponding total insurance premium. The individual premiums for the components of the insurance cover are stated on the application form.

All the listed premium amounts include the statutory insurance tax valid at the time.

**Additional costs, taxes or charges:**

Additional costs, taxes or fees, such as for the use of remote means of communication, do not apply (with the exception of the emergency assistance service).

For calls from abroad: **Telephone +49 228-55549-22**

For calls from within Germany: **Telephone 0228-55549-22**

**Details of payment and fulfillment:**

The initial or single premium is – irrespective of the existence of a right of withdrawal – due immediately. Where renewal premiums have been agreed in the case of long-term insurance contracts, these are due on the agreed date. Where it is agreed that an annual premium may be paid in installments, only the first installment of the first annual premium shall be deemed the first premium. If the premium cannot be collected for a reason beyond the control of the policyholder, the payment shall still be deemed to be on time if payment is made immediately upon receipt of a written payment request from the insurance company. Further details can be found in the insurance documentation.

**Limited period of validity of the information supplied:**

There is no limited period of validity of the information supplied.

**Start of the contract, start of insurance coverage, length of the commitment period at the time of application:**

The contract will come into effect upon payment of the premium. Insurance coverage shall start at the time indicated by the policyholder, however not before payment of the premium. In addition, travel health insurance coverage shall not commence before crossing the national border into the area covered by the scope of cover. Further details on this can be found in the attached insurance terms and conditions.

Please see the attached insurance terms and conditions for the preconditions for taking the insurance. No commitment period is foreseen.

**Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at this point in time, HanseMerkur shall not be obliged to pay benefits, unless non-payment is not the policy-holders fault.**

If you have agreed to the premium being collected from your account, this shall take place as soon as the mandate is set up quoting the mandate reference, using the SEPA direct debit procedure. The SEPA mandate reference is identical to your insurance policy number. The payment is considered to have been made in a timely manner if the premium can be collected on or before the due date specified in the insurance policy, and you have not revoked your direct debit mandate.

**Revocation instruction**

Right of withdrawal

You are entitled to cancel insurance contracts with a duration of at least one month within 14 days in writing or electronic form (e.g. letter, fax, email) without stating any reasons. This time limit begins when you receive the insurance policy, including the general insurance terms and conditions as well as the additional information pursuant to Article 7 (1) (2) of the Insurance Contract Act (VVG) in conjunction with Articles 1 to 4 of the VVG Information Duties Regulation as well as this guidance, all in writing or electronic form. However, for contracts agreed electronically, it does not start before the duties of HanseMerkur under Article 312i (1) sentence 1 of the German Civil Code in conjunction with Article 246c of the Introductory Act to the German Civil Code have been fulfilled. To meet the cancellation deadline, it is sufficient to submit the cancellation in a timely fashion. The cancellation should be sent to: CareMed GmbH, Budapester Str. 4, 53111 Bonn, Deutschland e-mail: [info@caremed-travel.com](mailto:info@caremed-travel.com), fax: 0228-55549075

**Consequences of withdrawal**

In the event of effective withdrawal, the insurance cover ends and HanseMerkur will repay the contributions made. The repayment of contributions that is due will be made immediately, and no later than

30 days after the notice of cancellation is received. If the insurance cover does not start before the end of the cancellation deadline, effective withdrawal means that benefits received must be repaid with any benefits obtained (e.g. interest). If you have effectively exercised your right of withdrawal under Article 8 of the Insurance Contract Act, you are also no longer bound by any contract associated with the insurance contract. There is an associated contract if it contains a reference to the contract from which you have withdrawn and relates to a service by the insurer or a third party on the basis of an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded. Special notes Your right to withdraw ends if the agreement has been entirely fulfilled at the explicit wish of both you and HanseMerkur, before you have exercised your right to withdraw.

**End of the revocation instruction**

**Information on the duration of the insurance:**

The contract is limited in accordance with the selected duration.

End of contract, right of termination, processing fee:

Where insurance is taken out for a one-off event, the contract will end in the case of travel cancellation insurance upon commencement of the trip and, for all other types of insurance, at the end of the trip or the agreed end of the contract. Where an annual insurance contract has been concluded, the contract shall be extended by a further year if it is not terminated in writing within 1 month by you or by HanseMerkur prior to expiry.

**Legal system and place of jurisdiction:**

German law shall govern the contractual relationship. Lawsuits against HanseMerkur can be filed in Hamburg or wherever the policy-holder has his / her residence at the time of filing the lawsuit or failing a residence, wherever he / she normally stays.

**Contract language:**

The prevailing language of this contractual relationship and communication with policy holders during the contractual period of validity shall be German.

**Supervisory authority and complaints office:**

If you are dissatisfied with a benefit or decision made by HanseMerkur, please complain to HanseMerkur directly.

If an agreement with HanseMerkur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

Versicherungsbundsmann e.V.

PO Box 08 06 32, D-10006 Berlin

Tel.: 0800 3696000

Fax: 0800 3699000

Email: [Beschwerde@versicherungsbundsmann.de](mailto:Beschwerde@versicherungsbundsmann.de)

You can find further information online at:

[www.versicherungsbundsmann.de](http://www.versicherungsbundsmann.de)

The participation takes place on the basis of voluntary membership of the Versicherungsbundsmann e.V. (insurance ombudsman organization).

Complaints can also be launched at the relevant regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

Graurheindorfer Straße 108, 53117 Bonn

[www.bafin.de](http://www.bafin.de)

This does not affect the right to take legal action.

## Section II General Provisions

### 1 Insurance holders, insured persons and eligibility for insurance

- 1.1. The insurance holder is the natural or legal person who has entered into the insurance contract with us. Insured persons are the persons whose names appear on the confirmation of insurance and for whom the premium was paid. These insurance conditions apply to you as the insurance holder as well as to you as the insured person.
- 1.2. Those who temporarily reside abroad are eligible for insurance.
  - A foreign country within the context of these insurance conditions is not the country in which the insured person has a residence at the time of application (home country).
  - This also includes volunteers who work with wild animals under professional supervision.
- 1.3. The insurance does not cover persons who engage in any activities as an athlete for remuneration, persons who require long-term care or persons whose involvement in everyday life is permanently excluded. The mental state and the objective life circumstances of the person in particular are to be taken into account for such a classification. People in need of care are those who require help from others for the tasks of their day-to-day lives.
- 1.4. For persons who do not meet the requirements for eligibility for insurance in accordance with these conditions, the insurance contract is not concluded by payment of the premium. The amount shall be available to the sender if the premium is nevertheless paid for a non-insurable person.

### 2 Conclusion and termination of the insurance contract

- 2.1. Conclusion of the insurance contract  
The application must
  - be received by us in writing or
  - duly completed online.
 It is necessary that you answer the questions in the insurance application truthfully and completely so that we can properly evaluate your insurance application. You must also include circumstances to which you attach little importance. Please note that your insurance cover will be jeopardized if you provide incorrect or incomplete information. The relevant regulations are contained in §19 of the German Insurance Contract Act (VVG), which you will find in the appendix to these insurance conditions.
  - 2.1.1. A travel cancellation insurance must
    - be taken out immediately upon booking your trip or
    - no later than 30 days prior to departure.
  - 2.1.2. In the case of other insurance policies, an application must be made for the conclusion of an insurance contract for the entire duration of the stay abroad.  
Please take note of the waiting periods for insurance policies not applied for before the start of the trip in accordance with Section 4.2.1.
  - 2.1.3. Your insurance coverage cannot be extended if your stay is extended. New insurance coverage can only be taken out through a new insurance policy. The application for the new insurance coverage must be submitted to us before the expiration of the original insurance. The new insurance coverage shall only come into effect if we expressly agree to it.
  - 2.1.4. If a premium is paid for an insurance policy that has not been accepted, the sender is entitled to this premium.
- 2.2. Start of the insurance contract  
The insurance contract begins
  - after the premium has been paid in due time and
  - at the agreed upon time and
  - when we send you an insurance confirmation.
- 2.3. Duration of insurance contract

The insurance is valid for the agreed upon duration.

- 2.4. End of insurance contract  
The insurance contract ends at the agreed upon expiration date. The statutory provisions on the right of extraordinary termination shall remain unaffected by these agreements.

### 3 Premium

- 3.1. Payment of the first or one-time premium
  - 3.1.1. The first or one-time premium is due immediately after you have received the insurance and payment confirmation.
  - 3.1.2. If you do not pay the first or one-time premium, we can withdraw from the contract and be exempt from payment as long as the premium is not paid. We adhere to the regulations of § 37 of the German Insurance Contract Act (VVG). This can be found in the appendix.
- 3.2. Payment of subsequent premiums
  - 3.2.1. Subsequent premiums are due on the agreed upon dates.
  - 3.2.2. If you do not pay the subsequent premium or do not pay it on time, we can cancel the contract and provide no service. We observe the regulations of § 38 of the German Insurance Contract Act (VVG). This can be found in the appendix.
- 3.3. Premium collection  
If premium collection from an account has been agreed upon, this shall take place immediately after the mandate has been granted. The payment shall be considered on time if the premium can be collected on the day of debiting, unless you raise an objection to it. If the premium could not be collected through no fault of your own, payment shall be deemed to have been made on time if you make it immediately upon our request.

### 4 Beginning, duration and end of insurance coverage

- 4.1. Start of insurance coverage  
Insurance coverage commences at the time stated in the insurance confirmation (commencement of insurance), not before the conclusion of the insurance contract and
  - 4.1.1. after timely payment of premiums
  - 4.1.2. in the case of travel cancellation insurance: in due time with the conclusion of the insurance contract
  - 4.1.3. in the case of travel health insurance: at the border crossing from the home country abroad, at the earliest, however, after any waiting periods have elapsed
  - 4.1.4. in the case of other insurances: at the beginning of the trip.

No payments will be made for insured events that occurred before the insurance coverage commenced or before the waiting period expired.

- 4.2. Waiting periods  
Insurance coverage for travel health insurance does not commence before the end of the following waiting periods. The waiting periods begin with the beginning of the insurance coverage.
  - 4.2.1. Waiting period due to later start of contract  
If you do not apply for insurance coverage until after your departure, the waiting period is 31 days. Up until the beginning of the insurance period, a comparable pre-insurance post-departure will be credited against the waiting period.
  - 4.2.2. Waiting period for childbirth  
The waiting period for childbirth is 8 months
  - 4.2.3. Waiting period for dentures  
The waiting period for non-accidental dentures is 6 months

The waiting period is waived in the event of an acute and life-threatening illness or for accidents.

- 4.3. End of insurance coverage  
The insurance coverage also ends for pending insured events
  - 4.3.1. after the agreed duration, but no later than the end of the insured stay.
  - 4.3.2. with the death of the insured person

- 4.3.3. if the conditions for your eligibility for insurance no longer apply.

## 5 Scope of insurance coverage

- 5.1. The insurance coverage exists for the contractually agreed local area of application of the insured trip
- 5.2. If the insured event occurs in your home country, there is no insurance coverage. For the purposes of these contractual provisions, the home country is the country in which you have your
- permanent residence or
  - are subject to social security contributions at the time of application.
- 5.3. In the case of insurance contracts of at least one year's duration, insurance coverage also exists in the event of a temporary return to your home country, notwithstanding 5.2. The insurance coverage in the home country is limited to a maximum of six weeks for all stays in the home country per insurance year. The insurance year shall be a period of twelve months calculated from the commencement of the insurance.

## 6 General limitations of insurance coverage

- 6.1. Insurance coverage shall not be provided for damage caused by war, civil war, warlike events, civil commotion, strike, nuclear energy, confiscation, seizure or other acts of government.
- 6.2. We are exempt from the obligation to indemnify if the insured event was foreseeable for you when you took out the insurance.
- 6.3. We are released from the obligation to indemnify if you have caused the insured event intentionally;
- 6.4. We shall not be obliged to perform if you fraudulently attempt to deceive us about circumstances which are of significance for the reason for or the amount of the performance.

## 7 General obligations and consequences of breaches of obligations

- 7.1. Obligation to mitigate damage  
Keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs.
- 7.2. Obligation to provide damage information  
All information regarding the claim must be true and complete. Any additional documents and relevant information requested by us must be provided in the same manner.
- 7.3. Obligation to secure claims for damages against third parties  
If you are entitled to a claim for compensation against a third party, this claim shall pass to us insofar as we compensate the damage. The transferred claim cannot be asserted to your disadvantage. You shall preserve the claim for compensation or any law serving to secure this claim in compliance with the applicable form and deadline regulations and, if necessary, cooperate in its enforcement. If your claim for compensation is directed against a person with whom you live in a domestic community when the damage occurs, the transferred claim cannot be asserted unless this person caused the damage intentionally.
- 7.4. Further obligations  
Attention: Please also observe the "Important information in the event of damage" enclosed with your contract documents and the respective special obligations for the individual insurance policies in Section III of these Terms and Conditions of Insurance.
- 7.5. Consequences of non-compliance with obligations  
If you intentionally violate one of the aforementioned obligations, we shall be released from the obligation to pay the benefit. In the event of a grossly negligent breach of duty, we shall be entitled to reduce the performance in proportion to the seriousness of the fault. In the event that you demonstrate that the obligation has not been breached through gross negligence, the insurance coverage shall remain in effect.

## 8 What should I bear in mind when paying compensation?

Our insurance sums and indemnities in Section I. are in Euro.

- 8.1. Due date for payment  
We will pay, at the latest, within 2 weeks from when the proof of insurance and premium payment is made available and we have determined our payment obligation and the amount of compensation.  
If the obligation to pay has been established, but the amount of the compensation cannot be established within one month of our receipt of the notice of loss, a reasonable advance on the compensation can be demanded.  
In the event that official investigations or criminal proceedings have been initiated against you in connection with the insured event, we may postpone the settlement of the claim until these proceedings have been legally concluded.
- 8.2. Costs in foreign currency  
We shall convert the costs incurred at the Euro exchange rate of the day on which we receive the receipts. The official exchange rate shall apply, unless the currencies used to pay the invoices were acquired at a less favorable rate. At your request, we can either deduct costs that arise when we make transfers abroad or select special forms of transfer.
- 8.3. Compensation from other insurance contracts  
If compensation can be claimed under another insurance contract in the event of an insured event, the other contract shall take precedence over this contract. If you report the damage to us first, we will reimburse you for the costs covered by this rate. We will then clarify with the other insurers whether and how they will contribute to the costs. We do not share the costs with a private health insurance company if you suffer disadvantages as a result, e.g. loss of premium refunds.

## 9 Set-off

Counterclaims can only be set off against our claims if the counterclaim is undisputed or has been legally established.

## 10 What should I bear in mind when sending messages?

All notifications and declarations intended for us should be sent to the head office or to the address stated in the insurance confirmation in text form (letter, fax, e-mail, electronic data carrier, etc.). The contract language is German.

## 11 Which law applies and when do the claims under the contract expire? To whom do the provisions apply?

**German law shall apply insofar as international law does not conflict with it. The contract language is German.**

**Privacy policy:** We store your personal data for the fulfillment of the contract. You can contact us for more information on our privacy policy and your related rights or find more information at:

<https://www.hmr.de/en/privacy/information.%20>

- 11.1. Any claims arising from this insurance contract become statute-barred after 3 years. The limitation period begins at the end of the year in which the service can be requested. If a claim has been filed by you, the statute of limitations is suspended until you receive our decision in text form.
- 11.2. All provisions agreed upon shall be correspondingly applicable to the insured persons.

## Section III "Specifications"

The following insurance policies only apply if they are co-insured under the tariff concluded by you. In the event of an insured event, benefits that are covered by several insurance policies in these terms and conditions can only be claimed from one insurance policy.

## RKV Travel Health Insurance (HA)

### 1 General rules on insurance coverage

#### 1.1. What is an insured event?

An insured event is your treatment which is medically essential due to illness or the consequences of an accident. The insured event commences with the medical treatment. It terminates when medical reports show that treatment is no longer necessary. The following are also considered to be insured events

- Pregnancy and childbirth, provided that the pregnancy started after the commencement of the insurance coverage.
- Medically essential treatments due to complications during pregnancy.
- Premature births up to the 36th week of pregnancy.
- Miscarriages.
- Medically essential abortions.
- Death.

You can read more about what we will pay in the event of an insured event in Section 2. Please also read Section 3 carefully. The provisions here stipulate when we will not make payment, even if the insured event has occurred.

#### 1.2. Which doctors and hospitals can you choose from?

Choose freely from the following statutory recognized and licensed professionals for curative treatment

- Doctors,
- Dentists,
- Healers,
- Chiropractors,
- Osteopaths and
- Hospitals.

The prerequisite for this is that

- they are in accordance with the applicable official fee schedule (if available) or
- they are in accordance customary local charges.

The hospital must be recognized and accredited in the

- country of residence and must be
- under permanent medical supervision,
- possess adequate diagnostic and therapeutic facilities and
- maintain medical records.

#### 1.3. What methods do we offer for when you need to be examined and treated?

We provide

- tests,
- treatments,
- pharmaceuticals,

that are recognized by mainstream medicine. We also provide services for other treatments and medicines

- that have proven themselves in practice or
- that are only available in place of mainstream medicine.

These methods include, for example,

- homeopathic treatment or
- anthroposophical medicine, or
- herbal medicine.

In these cases, we can reduce the benefits to the amount that would have been paid if the conventional medicine had been available.

### 2 Insured benefits

You will receive the following benefits in the event of an insured event, insofar as these are insured in the tariff you have selected, and the insured event occurred after the commencement of the insurance coverage and after expiration

of any waiting periods. You can find an overview of this and the extent of our benefits in Section I of these Terms and Conditions of Insurance. In the event that upper limits are not specified, we will reimburse the maximum rates for treatments in Germany according to GOÄ / GOZ and the local treatment costs outside of Germany.

To the extent that tariff benefits are provided for medical devices, the following items are considered medical devices: bandages, hernia bands, insoles, walking aids and compression stockings, hearing aids, correction splints, artificial limbs/prostheses, couch and seat shells, patient elevators, breathing monitor devices, infusion pumps, inhalation devices, oxygen devices, monitoring monitors for infants, orthopedic trunk, arm and leg support apparatus as well as speech devices.

#### 2.1. What do we do if you need outpatient treatment?

We reimburse the costs of

- 2.1.1. healing treatment
- 2.1.2. psychoanalytic or psychotherapeutic treatments
- 2.1.3. medically necessary rehabilitation measures.

#### 2.2. What do we do if you need inpatient treatment?

We reimburse the costs of

- 2.2.1. transportation
  - to the nearest available hospital and
  - back to your accommodation.

We also reimburse the costs of transportation to the emergency department of the hospital if there is no inpatient admission.

- 2.2.2. medical treatment including accommodation, meals and care in hospital
- 2.2.3. medically necessary rehabilitation measures
- 2.2.4. a daily hospital allowance from the sixth day of a complete inpatient stay for a maximum of 90 days
- 2.2.5. the means of transport for a sick visit by a person close to you if your stay in hospital is expected to last longer than 14 days.

#### 2.3. What do we do if you need dental treatment?

We reimburse the costs of

- 2.3.1. pain-relieving preservative dental treatments including dental fillings,
- 2.3.2. Measures for restoring the function of existing dentures (repairs),
- 2.3.3. accidental dentures
- 2.3.4. Dentures after a waiting period of 6 months

#### 2.4. What do we do for medicines, bandages, remedies or aids?

If prescribed by a practitioner listed under section 1.2, we will provide medically essential

- 2.4.1. medication and bandages. You must obtain medication from a pharmacy. The following are not considered to be medication, even if they are prescribed:
  - Nutritional, strengthening and cosmetic products.
- 2.4.2. medicinal products. These are
  - Radiation, light and other physical treatments
  - Massages, medical packages and inhalations

- 2.4.3. A simple type of medical device which becomes necessary for the first time only as a result of an accident and is used for the direct treatment of the consequences of the accident;

#### 2.5. What do we do in the event of pregnancy?

- 2.5.1. We reimburse the costs
  - of a pregnancy treatment,
  - in case of a miscarriage.
  - for a medically unavoidable termination of pregnancy
  - for childbirth before the end of the 37th week of pregnancy

which is medically essential due to acute complications or pregnancy complications and whose need for treatment was not yet determined at the beginning of the insurance contract.

- 2.5.2. If the pregnancy did not commence when the insurance contract started, we will reimburse
- the costs for prenatal check-ups
  - Childbirth at the end of the waiting period.
- The reimbursement of corresponding medical examination and treatment costs by midwives is only feasible if the costs are not invoiced simultaneously by a doctor.

2.6. What do we do for return transportation?

We reimburse the additional costs for return transportation from abroad to your home country, provided that the return transport is medically prescribed, medically reasonable and justifiable.

2.7. What would we do if the insured person passed away?

We reimburse the necessary additional costs incurred in the event of the death of an insured person as a result of the transfer of the deceased person to his or her home country, or assume the costs for a burial in the country of residence.

2.8. Subsequent liability

If an illness requires medical treatment beyond the end of the insurance coverage because a return trip is not possible due to proven incapacity to be transported, our obligation to provide benefits within the scope of this tariff shall continue until restoration of transportability, for a maximum period of 3 months.

**3 When do we not offer or offer services only to a limited extent?**

3.1. In what cases can we reduce the benefit to a reasonable amount?

We may reduce the benefits to a reasonable amount if

- the medical treatment exceeds the medically necessary level or
- if the costs of the medical treatment exceed the customary local level.

If you do not make use of mainstream medicine, we can reduce the benefits to the amount that would accrue from the use of existing mainstream methods or medicines. (See point 1.3 for more details.)

3.2. In what cases do we not offer services?

We do not offer payment in the following cases, even if the insured event has occurred:

3.2.1. for treatments

- which were the sole reasons for, or
- one of the reasons for commencing the trip.

3.2.2. for treatments

- the requirement for which were determined at the start of the trip, and
- which were due to an illness already diagnosed by a doctor at the start of the trip.

Exception:

You undertake the trip on account of the death of the spouse or a first-degree relative.

3.2.3. for illnesses and complaints and their foreseeable consequences existing in a group contract and known to the insured person when the contract is concluded or when the insured person is admitted, as well as the foreseeable consequences for the insured person of such illnesses and accidents which have been treated in the last six months prior to conclusion of the contract.

This does not apply to treatments for the elimination of life-threatening conditions that occurred acutely during the trip abroad. In this context, life-threatening conditions are health conditions which, according to general life experience (e.g. a heart attack) or due to a diagnosis by a third doctor who does not directly treat the condition (e.g. a medical officer of the competent insurer), can lead to the death of the sick person in direct temporal relation;

3.2.4. for the treatment of tuberculosis, diabetes, tumors and dialysis if the illness or need for treatment already existed at the start of the insurance contract;

3.2.5. for treatment and check-ups relating to pregnancy, if this already existed at the beginning of the insurance period, unless the insured tariff provides otherwise;

3.2.6. for illnesses, including their consequences, and for the consequences of accidents resulting from foreseeable war or active participation in violence during civil unrest. Wars or civil unrest are predictable if the German Foreign Office issues a travel warning for the respective country before the start of the trip.

3.2.7. for cures and treatments in a sanatorium as well as rehabilitation.

Exception:

These treatments are carried out as a follow-up to an in-patient treatment due to

- a severe stroke,
- a severe heart attack or
- a serious skeletal illness (intervertebral disc surgery, hip endoprosthesis)

and serve to shorten the stay in the emergency hospital. In these cases, you have insurance coverage if you

- notify us of the planned stay before the treatment and
- we have promised the benefits in writing.

3.2.8. for withdrawal measures including withdrawal cures.

3.2.9. for outpatient treatment in a spa or health resort.

Exception:

- The treatment is necessary due to an accident occurring there.
- You were in the spa or health resort only temporarily and not for the purpose of a cure and got ill there.

3.2.10. for treatments through

- spouses,
- parents,
- children,
- Persons with whom you live that are in your own family or host family.

We shall also pay for proven material costs in these cases.

3.2.11. for treatments or accommodation based on

- lingering illness,
- long-term care or
- monitoring.

3.2.12. for immunization measures or preventive medical checkups.

Exception:

These are the preventive examinations for pregnancies listed under Section 2.5.2.

3.2.13. for treatment for reproductive disorders and damage, including infertility, artificial insemination and related preventive and subsequent treatments

3.2.14. For

- Pivot teeth,
- Insole fillings,
- Crownings,
- orthodontic treatments,
- prophylactic services,
- bite blocks and splints,
- function-analytical and function-therapeutic services, and
- implant dental services.

3.2.15. for organ donations and consequences

3.2.16. We may deduct the statutory benefits from the insurance benefits if we are entitled to benefits from the statutory accident or pension insurance, statutory welfare or accident care.

#### 4 What must you bear in mind in the event of an insured event (obligations)?

##### 4.1. Immediate contact

Please contact our emergency service immediately

- in case of inpatient treatment in hospital.
- before the start of comprehensive diagnostic and therapeutic measures.
- in case of a medically reasonable return transport

You can also contact us in all other cases after your return.

##### 4.2. Obligation of disclosure

You must return our claim form completed in full.

If we believe it is necessary, you are required to have yourself examined by one of our doctors.

We need the following proofs from you, which become our property:

##### 4.2.1. original documents

- with the name of the person being treated,
- who diagnosed the disease and
- with the services provided by the practitioner according to
- type
- place and
- treatment period.

If other insurance coverage exists for medical treatment costs and if this is claimed first, then copies of invoices shall suffice as proof. The items to be reimbursed must be recorded here.

4.2.2. The prescriptions together with the treatment bill and bills for remedies or medical devices together with the prescription.

4.2.3. An official death certificate and a medical certificate stating the cause of death if a transfer or burial is to be paid.

4.2.4. Other evidence and supporting documents requested by us which we require in order to verify our obligation to pay. This only applies if the procurement is reasonable for you.

##### 4.3. Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

- Spouse or partner in a cohabitation similar to marriage
- Children, adoptive children, stepchildren, foster children
- Parents, adoptive parents, stepparents, foster parents, grandparents, parents-in-law
- Siblings, grandchildren, sons-in-law, daughters-in-law, sister(s)-in-law
- Aunts, uncles, nephews and nieces if the insured event "death" has occurred
- those persons who care for their minor children or relatives who are not travelling with them and who are in need of care

An insured event includes

- 2.1. an unexpected serious illness. Please refer to our explanations in Section V.
- 2.2. a death.
- 2.3. a fatal accidental injury.
- 2.4. a pregnancy or complications during pregnancy.
- 2.5. when you do not or cannot tolerate a vaccination.
- 2.6. a broken prosthesis.
- 2.7. the event of unexpected operational termination of the working relationship by the employer.
- 2.8. if you start an employment relationship of at least one year that is subject to social insurance contributions out of unemployment. The insurance also covers the activity with additional expense allowance (1-EUR-Job).
- 2.9. in the event of a change of employer. This shall apply if
  - the travel time falls during the trial period.
  - the travel time falls within the first 6 months of the new professional activity.
  - the insurance was taken out prior to knowledge of change.
- 2.10. in the case of an examination
  - at a school,
  - at a university,
  - at a university of applied sciences,
  - at a college
 that you do not pass and want to repeat. This applies if the repetition
  - takes place during the insured travel period or
  - up to 14 days after the trip.
- 2.11. if you have not been promoted as a student or if you have not been admitted to the examination, if it is a school trip or a high school stay abroad.
- 2.12. in the event of substantial damage of at least EUR 2,500 to your property as a result of
  - fire,
  - tap water damage,
  - natural disasters or
  - criminal acts of third parties (e.g. burglary).

## RRV Travel Cancellation Insurance (TC)

### 1 What services are insured?

The amount of the sum insured must correspond to the trip price. If you take out a lower sum insured, the amount of compensation is reduced in proportion to the sum insured to the cost of the trip (underinsurance). In the event of an insured event, we will pay the contractually owed cancellation costs up to the amount of the sum insured. This also includes a possible mediation fee up to a maximum of 100 EUR per person or per rental unit.

### 2 When is an insured event?

An insured event shall be deemed to have occurred if an insured event occurs after the commencement of the insurance coverage. The insured event affects you or a person at risk and you

- therefore do not commence the trip.
- therefore do not start the trip in time.
- therefore rebook the trip.

We define persons at risk as:

- persons who have booked a trip together with you. This does not apply if more than 5 persons or more than 2 families book a trip together in the case of family fares.
- Your relatives and the relatives of your spouse or life partner. These include:

### 3 Which restrictions of the insurance coverage have to be observed?

#### 3.1. Psychological reactions

We do not provide services for illnesses which, according to the circumstances, have occurred as a psychological reaction to the following events:

- Terrorist attacks,
- Airplane or bus accidents,
- Fear of internal unrest,
- Wartime events,
- Natural disasters,
- Diseases or epidemics.

#### 3.2. Loosening or loss of all types of prostheses

#### 3.3. When is a deductible payable?

If we have not agreed otherwise with you in the insurance confirmation,

- the deductible is payable if
  - the insured event has occurred due to an unexpected serious illness, and
  - the unexpected serious illness was treated on an outpatient basis.
- your deductible amounts to
  - 20% of the recoverable damage
  - at least 25,- EUR per insured person or per insured rental property

#### 4 What must you bear in mind in the event of a claim (obligations)?

- 4.1. Immediate cancellation  
Did an insured event occur? In order to keep costs low, you must cancel your trip immediately at the booking office.
- 4.2. Evidence of damage amount  
You must submit to us the original version of all documents relating to the amount of damage, e.g. the cancellation cost invoice.
- 4.3. Evidence of insured events  
In order to prove an insured event, please send us the original version of all receipts. Medical certificates must contain the diagnosis and the data of the treatment. If we consider it necessary, you must
  - exempt the practitioners from their duty of confidentiality
  - and have yourself examined by a doctor appointed by us.
- 4.4. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

### UV – travel accident insurance (I)

#### 1 What benefits does your travel accident insurance cover? What deadlines and other prerequisites apply to the individual benefit types?

- 1.1. Disability allowance  
Disability occurs when
  - your physical or
  - mental capacity
 is permanently impaired as a result of an accident. An impairment is permanent if it is expected to exist for longer than 3 years and a change in this condition is not to be expected.  
If you suffer disability as a result of an accident, we will pay the disability benefit up to the amount of the agreed insured sum.
- 1.1.1. The disability must have occurred within 15 months of the accident and must have been established in writing by a doctor.
- 1.1.2. You must notify us of the disability claims within 6 months of the determination of the disability. If you fail to do so within this period, you will not be entitled to disability benefits.
- 1.1.3. If you die as a result of an accident within 1 year of the accident, there is no entitlement to disability benefit. In this case, we shall pay a death benefit (Section 1.3) if this has been agreed.
- 1.1.4. You will receive the disability benefit as a one-off payment. The calculation of the benefit is based on the agreed sum insured and the degree of disability caused by the accident.
- 1.1.5. The level of disability is determined by the following dismemberment schedule, insofar as the affected body parts or sensory organs are named there, otherwise by the extent to which the patient's normal physical or mental performance capacity is permanently impaired (subsection 1.1.6). The decisive factor is the accident-related state of health, which is recognizable at the latest by the end of the 3rd year after the accident.

In the event of loss or complete functional incapacity of the following parts of the body or sensory organs, the degree of disability specified here shall apply exclusively.

Dismemberment schedule:

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

In the event of partial loss or partial functional impairment, the corresponding part of the stated degree of disability applies.

- 1.1.6. For other parts of the body or sensory organs, the degree of disability depends on the extent to which normal physical or mental performance is permanently impaired overall. The benchmark is an average person of the same age and sex. The dimensioning is carried out exclusively according to medical aspects.
- 1.1.7. A pre-disability exists if affected body parts or sensory organs were already permanently impaired before the accident. It shall be measured in accordance with Sections 1.1.5 and 1.1.6. The degree of disability is reduced by this previous disability.
- 1.1.8. Degree of disability in the event of impairment of several parts of the body or sensory organs  
An accident can affect several parts of the body or sensory organs. Then the degrees of disability determined in accordance with the above provisions are added together. However, more than 100 % shall not be taken into account.
- 1.1.9. If you die before the disability is assessed, we will pay a disability benefit if the death is not the result of an accident within the first year of the accident (subsection 1.1.3) and the other conditions for disability benefit under subsection 1.1 are fulfilled.  
We pay according to the degree of disability that would have been expected on the basis of the medical findings.
- 1.1.10. A change in the state of health may occur after the degree of disability has been assessed. You and we are entitled to have the degree of disability assessed once a year by a doctor. You and we are entitled to this right up to a maximum of 3 years after the accident. If we require a reassessment, we will inform you of this together with the declaration of your obligation to perform. If you wish to have a reassessment, you must inform us within 3 years of the accident.  
If the final assessment results in a higher disability benefit than we have already paid, interest of 4% per annum shall be payable on the additional amount.
- 1.2. Accidental insurance with progressive disability scale (350% progression)  
If you have entered into an accidental insurance policy with a progressive disability scale with us, we shall supplement the degree of disability determined in accordance with Section 1.1 as follows:
- 1.2.1. We shall pay an additional 2% of the sum insured for each percentage point exceeding the accidental degree of disability of 25%.
- 1.2.2. We pay an additional 2% of the sum insured for each percentage point that exceeds the accidental degree of disability of 50%.

The additional benefit is limited to a maximum of EUR 150,000 for each insured person. If further accident insurance policies are taken out with HanseMerkur Reiseversicherung AG for the insured person, the maximum amount applies to all insurance contracts together.

This supplement has the following effect on the amount of the disability benefit:

IG*	VS*	IG*	VS*	IG*	VS*	IG*	VS*
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

\* IG = Accident-related degree of disability in %

\* VS = Benefit from the sum insured in %

### 1.3. Death benefit

If the death occurs within 1 year after the accident, we pay the death benefit in the amount of the agreed insured sum:

### 1.4. Costs for search, rescue or recovery operations

Following an accident, if you have incurred costs for

- Search, rescue or recovery operations by rescue services organized under public or private law, or
- the medically ordered transportation of the injured person to a hospital or special clinic, or
- transportation to the last permanent residence,

we shall reimburse proven costs in total up to the amount of the agreed insured sum if the costs are not borne

- by third parties or
- by us through other insurance policies.

Insurance coverage also applies if an accident was imminent or suspected based on specific circumstances.

## 2 When is there an insured event (accident)?

### 2.1. Definition of accident

An accident occurs when you involuntarily suffer damage to your health as a result of an event (accidental event) that suddenly has an external effect on your body.

### 2.2. Extended definition of accident

An accident is also considered to have occurred if, as a result of increased exertion, a joint of the limbs or the spine is dislocated or muscles, tendons, ligaments, capsules of the limbs or the spine are pulled or torn.

Menisci and intervertebral discs are neither muscles, tendons, ligaments nor capsules. Therefore, they are not covered by this system.

An increased exertion is a movement whose use of muscles goes beyond the normal actions of daily life. Your individual physical conditions are decisive for the assessment of the use of muscles.

## 3 Which restrictions of the insurance coverage have to be observed?

### 3.1. Excluded accidents

There is no insurance coverage for the following accidents:

3.1.1. Accidents caused by loss of consciousness, strokes, epileptic seizures or other seizures that affect the whole body. A dysfunction of consciousness happens when you are so hampered in your receptivity and ability to react that you are no longer able to cope with the requirements of the existing dangerous situation. Causes for the disturbance of consciousness can be:

- a health impairment,
- the intake of medication,
- alcohol consumption,
- consumption of drugs or other substances that impair consciousness.

#### Exception:

The disturbance of consciousness or the seizure was caused by an accident event as defined in Section 2.1 for which insurance coverage exists under this contract. The exclusion does not apply in these cases.

3.1.2. Accidents that happen to you because you deliberately commit or attempt to commit a crime.

### 3.1.3. Accidents

- as a pilot of an aircraft or air sports equipment, as far as a permit is required according to German law.
- as any other crew member of an aircraft.
- in the case of professional activities to be carried out with the aid of an aircraft.

3.1.4. Accidents due to participation in races with motor vehicles.

The participant is any driver, co-driver or occupant of the motor vehicle. Races are considered races or associated practice rallies in which the achievement of maximum speeds is important.

3.1.5. Health damage due to radiation.

3.1.6. Infections.

#### Exception:

They become infected

- with rabies or tetanus.
- with other pathogens that entered the body through more than minor accident injuries. Accident injuries are minor if they do not require medical treatment without the infection and its consequences.
- by such therapeutic measures or interventions for which insurance cover exists as an exception (Section 3.1.11).

The exclusion does not apply in these cases.

3.1.7. Poisoning due to ingestion of solid or liquid substances through the pharynx (entrance to the esophagus).

3.1.8. Abdominal or pelvic fractures.

#### Exception:

They have arisen as a result of a violent external impact and the impact is covered by insurance coverage under this contract. The exclusion does not apply in this case.

3.1.9. Damage to intervertebral discs as well as bleeding from internal organs and cerebral hemorrhages, provided that no accident event according to Section 2 has caused these health damages predominantly (i.e. more than 50%).

3.1.10. Pathological disorders resulting from psychological reactions, even if they were caused by an accident.

3.1.11. Damage to health caused by curative measures or interventions on the body of the insured person, provided that no accident event pursuant to Section 2 has predominantly (i.e. more than 50%) caused such damage to health. Radiation diagnostic and radiotherapeutic treatments are also considered therapeutic measures or interventions.

### 3.2. Contribution

If illnesses or infirmities have contributed to the damage to health or its consequences caused by an accident event, the benefit shall be reduced in proportion to the proportion of the illness or infirmity if this proportion is at least 25%. If illnesses or infirmities have contributed to the damage to health or its

consequences caused by an accident event, any entitlement to benefits shall lapse if this proportion amounts to more than 50% or if this event is explicitly excluded under Section 3.1.

#### 4 What should happen after an accident (obligations)?

The deadlines and other prerequisites for the individual types of benefits are regulated under Section 1. The following rules of conduct (obligations) must be observed after an accident.

- 4.1. After an accident which is likely to result in a benefit, you must immediately consult a doctor, follow their orders and inform us.
- 4.2. We appoint doctors whenever it is necessary for the assessment of our service obligation. You must get examined by these doctors. We bear the necessary costs and the loss of earnings resulting from the examination.
- 4.3. In order to assess the obligation to pay benefits, we may need information from doctors who treated or examined you before or after the accident, as well as from other insurers, insurance carriers and authorities.  
You must allow us to obtain the necessary information. For this purpose, you can authorize the doctors and the offices mentioned above to provide us with the information directly. Otherwise, you can obtain the information yourself and make it available to us.  
In the event of disability, we will pay up to 1% of the insured sum for the medical fees you incur in order to substantiate your entitlement to benefits. In the case of costs for cosmetic operations as well as for search and rescue operations, up to 1% of the insured sum will be covered.  
We do not bear any other costs.
- 4.4. In the event that the accident leads to your death, we must be notified within 48 hours. Insofar as the necessity for the examination of the obligation to pay benefits, we must be given the right to have an autopsy performed by a doctor commissioned by us.
- 4.5. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section.

### HAFT - Travel Liability Insurance (3)

#### 1 What benefits does your travel liability insurance cover?

- 1.1. Review of claims against you  
You have insurance coverage for the insured consequences of liability risks on the trip.  
We first check whether there is an insured event and whether you are obliged to pay compensation under the statutory provisions.
  - 1.1.1. If the examination shows that the claims against you are unjustified, we will defend them. This includes disputes with claimants and lawyers as well as possible judicial clarification.
  - 1.1.2. Once your obligation to pay damages has been established and an insured event has occurred, we will pay the justified claims up to the amount of the agreed insured sum (insured sum). A justified claim results from
    - an acknowledgement given or approved by us,
    - a settlement concluded or approved by us, or
    - a judicial decision.
  - 1.1.3. If there is a legal dispute in the event of an insured event, we will conduct this on your behalf and bear the costs. The costs are not deducted from the sum insured (coverage amount). If the justified claims for damages exceed the sum insured, we shall bear the costs only in the ratio of the sum insured (coverage amount) to the total amount of the claims. We are entitled in such cases to exempt ourselves from further claims by paying the sum insured (coverage amount) and our share of the costs incurred up to that point corresponding to the sum insured (coverage amount).
  - 1.1.4. If you have

- to provide security by operation of law for a pension owed from an insured claim
- or you are permitted to prevent the enforcement of a judicial decision by way of security or deposit, we undertake the provision of security or deposit in your place.

#### 1.2. Extension to rental property damage

The exclusion in accordance with Section 3.1.3 shall not apply to rental property damage.

Damage to rented property occurs when you cause damage to rented accommodation. The insurance coverage also applies to the premises which may be used by you in connection with the accommodation (e.g. dining rooms or shared bathrooms). Damage to movable items of furniture is only insured if expressly agreed in Section I.

Damage to

- heating, machine, boiler and hot water preparation systems
- Electrical and gas appliances

as well as damages caused by wear, tear and excessive strain are not insured.

#### 1.3. Damage to the household of the host family

Contrary to Clauses 1.2 and 3.1.7, liability claims against you for damage to

- movable property (e.g. pictures, furniture, television sets, tableware, carpets)
- to rooms in the host family's household, the use of which is intended and permitted in connection with the accommodation, shall be deemed insured.

The household of the host family shall include the house or apartment occupied by the host family (main, secondary and holiday residence), including the land and outbuildings or located therein.

The total benefit for all damages to movable property and rooms of the host family within one insurance year or a shorter insurance period, if agreed, shall be limited to twice the amount stated in Section I. The amount of the benefit shall not exceed the amount stated in Section I above. The insurance year shall be a period of 12 months, calculated from the commencement of the insurance, including all contract extensions.

#### 1.4. Deportation costs

Insurance coverage exists for your deportation to your home country ordered by the authorities in the Federal Republic of Germany. Insurance coverage for deportation costs only exists if the deportation

- was officially ordered within the insured period and the period of the contract with the host family and
- within the period for the stay stated in the residence permit or visa by the authorities.

In the event of an insured event, HanseMerkur shall reimburse the proven additional costs (deportation costs) asserted against the insurance holder (host family) pursuant to §§ 765, 773 BGB in conjunction with §§ 82 Paragraph 2, 83 and 84 of the Foreigners Act.

#### 1.5. Loss of keys

Statutory liability arising from the loss of foreign keys (including general master keys for a central locking system and code cards) that have been legally held in the custody of the insured person is also insured. The insurance coverage is limited to statutory liability claims due to the costs

- for the necessary replacement of locks and locking systems
- for temporary security measures (emergency lock)
- of property protection up to 14 days, calculated from the time when the loss of the key was determined.

The maximum compensation per loss event in accordance with Section I applies to all losses within one insurance year - or a shorter insurance period, if agreed. The insurance year shall be a period of 12 months from the commencement of the insurance.

Excluded are liability claims arising

- from consequential loss of a key (e.g. due to burglary).
- from the loss of safe and furniture keys
- from the loss of other keys for movable property.

#### 1.6. Professional activities

Insurance cover is provided within the framework of

- the exercise of the profession,
- as a volunteer in social or environmental service,
- Intern,
- Work & Travel participant or
- Au Pair.

Only liability claims arising from activities which you are permitted to perform on the basis of your level of training are deemed to be insured. This insurance cover only applies if claims are asserted against you and no other insurance cover exists.

## 2 When does an insured event occur?

- 2.1. An insured event shall be deemed to have occurred if you as a private individual are obliged to pay compensation to others due to dangers of daily life as a result of the statutory liability provisions under private law applicable at the place of loss.
- 2.2. Insurance covers events caused by you which directly resulted in the death, injury or damage to health of people (personal injury) or the damage or destruction of property (property damage).
- 2.3. Several events are regarded as one insured event if they are attributable to the same cause.

## 3 Which restrictions of the insurance coverage have to be observed?

- 3.1. Non-insured liability risks
  - 3.1.1. relating to salary, pension, wages and other fixed emoluments, meals, medical treatment in the event of disability, welfare claims and claims under tumultuous damage laws.
  - 3.1.2. as a result of your involvement in
    - Horse, bicycle or motor vehicle races,
    - Boxing and wrestling,
    - martial arts of any kind including the preparations (training) for it.
  - 3.1.3. because of damage to third-party property which you have rented, leased, borrowed or acquired through prohibited power of your own or which is the subject of a special custody agreement.
  - 3.1.4. unless expressly co-insured, from the rental, lending or other transfer of use of property to third parties.
  - 3.1.5. as a result of environmental impact on soil, air or water (including water bodies) and any further damage resulting therefrom.
  - 3.1.6. from damage claims of your relatives who live with you in the same household. The following are considered relatives
    - Spouse or
    - Partner in a cohabitation similar to marriage, or
    - Children or
    - Parents, adoptive parents, stepparents, or
    - Siblings or
    - Grandparents or
    - Grandchildren or
    - In-laws, children-in-law or brothers-in-law.
  - 3.1.7. between several persons who have booked a trip together and who carry out this trip together, unless expressly insured.
  - 3.1.8. that result from you inflicting a disease on others.

#### 3.1.9. from the use

- of a motor vehicle (e.g. passenger car, motorcycle or truck),
- of an aircraft, or
- of a watercraft.

It is irrelevant whether you are the owner, proprietor, keeper or driver of the vehicle.

#### 3.1.10. from the ownership, keeping or herding of animals as well as from the practice of hunting.

#### 3.1.11. if not expressly co-insured, from the pursuit of a profession, service, office (also honorary office) or activity in any kind of organization

#### 3.1.12. from the use of weapons of all kinds.

#### 3.1.13. from all resulting financial losses.

### 3.2. Limitation of benefits

- 3.2.1. Compensation is limited to the agreed insured sums for each insured event. This shall also apply if the insurance coverage extends to several persons liable to pay compensation under the same insurance contract.
- 3.2.2. The compensation payments for all insured events within the insured period are limited to 2 times the agreed insured sums. Several events are regarded as one insured event if they are attributable to the same cause.
- 3.2.3. If you have to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the residual amount of the sum insured remaining after deduction of any other benefits from the insured event, the annuity to be paid will only be reimbursed by us in the ratio of the sum insured or its residual amount to the capital value of the annuity.  
For the calculation of the pension value, the corresponding provision of the German Ordinance on Insurance Cover in Motor Vehicle Liability Insurance in the version valid at the time of the insured event shall apply. When calculating the amount with which the insurance holder must participate in current annuity payments if the capital value of the annuity exceeds the sum insured (sum insured) or the remaining sum insured (sum insured) after deduction of other benefits, the other benefits are deducted in their full amount from the sum insured (sum insured).
- 3.2.4. If the settlement of a liability claim demanded by us through acknowledgement, satisfaction or settlement fails due to your conduct, we shall not be liable for the additional costs of compensation, interest and costs arising from the refusal.
- 3.2.5. If you make an acknowledgement without our consent, it shall only bind us if the claim would also have existed without such acknowledgement. This also applies to settlements that you conclude without our consent.

## 4 What must be considered in the event of a claim (obligations)?

- 4.1. Immediate notification of damage  
If a claim for damages is asserted against you, please notify us of this damage immediately.
- 4.2. Immediate notification in the event of litigation  
If an investigation procedure is initiated or an order for punishment or an order for payment is issued, you must notify us immediately. This also applies if you have already reported the insured loss yourself.  
If a claim is asserted against you in court or by order for payment, if legal aid is applied for or if the third party is announced to you in court, you must also report this immediately.  
The same applies in the event of arrest, injunction or proceedings to preserve evidence.
- 4.3. Transfer of process control  
In the event of a civil liability suit, you must leave the conduct of the case to us, give power of attorney to the attorney

appointed or designated by us and provide all information deemed necessary by him or by us.

You must object to reminders or orders by administrative authorities for damages without waiting for our instructions, lodge an objection in due time or take the necessary legal action.

- 4.4. Transfer of right exercises in pension cases  
If, as a result of changed circumstances, you acquire the right to demand the cancelation or reduction of a pension payable, you are obliged to have this right exercised by us on your behalf.
- 4.5. Authorization  
We shall be deemed authorized to make all declarations on your behalf which appear expedient for the settlement or defense of the claim.
- 4.6. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations result from Section 7.5 of the General Section

## NFV – Emergency insurance (E)

### 1 General rules on insurance cover

We shall pay if there is an insured event listed under item 2. A loan must be repaid to us within 1 month of the end of the trip in one lump sum. To obtain a loan, you must present a copy of your identity card or passport to our emergency service.

### 2 When does an insured event occur?

- 2.1. Salvage costs  
After an accident, did you incur costs for search, rescue or recovery operations by rescue services organized under public or private law? We will reimburse the costs up to the agreed amount.
- 2.2. Return transport  
We will reimburse - except in the event of an interruption to your trip abroad - the additional costs for a return transport to the nearest suitable hospital in your home country, provided that the return transport is medically prescribed, medically reasonable and justifiable.  
The assessment of medically reasonable and justifiable return transportation is carried out by an advisory physician of HanseMerkur in coordination with the treating physician in the country of residence.
- 2.3. Medical visit  
We will reimburse the cost of a medical visit if it is established that you will need to stay in hospital for more than 5 days. In this case, if desired, we can organize the
  - trip of a close acquaintance to the place of the hospital stay and back to the place of residence and
  - cover the outward and return trip costs.
 The prerequisite, however, is that you are still in hospital when the person close to you arrives.
- 2.4. Funeral or transportation costs  
We organize the transportation of the deceased to the permanent residence and bear the costs for this or bear the costs for a burial at the place of stay up to the amount that would have been incurred if the deceased had been transferred.
- 2.5. Loss of travel funds  
If you are in financial distress due to the loss of your travel funds due to
  - theft or
  - robbery or
  - any other loss
 we establish contact with your local bank via our emergency call service.
  - If necessary, we will help you transfer an amount made available to you by your local bank.

- If it is not possible to contact your local bank within 24 hours, we will provide you with a loan up to the agreed amount via our emergency call service.

### 3 What must you bear in mind in the event of an insured event (obligations)?

- 3.1. Contact our worldwide emergency service  
The prerequisite for the benefits of the emergency insurance is that you or one of your authorized representatives contact our worldwide emergency service by telephone or in any other way when the insured loss occurs. This contact must be made immediately. You will find the telephone number under "Behavior in the event of damage" in your contract documents or on the website [www.hansemerkur.de](http://www.hansemerkur.de) under "Travel emergency call service".
- 3.2. Declaration of repayment for loans  
If you receive a loan payment, you must submit a signed repayment declaration of the loan to us.
- 3.3. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

## RNFV return trip emergency insurance (T)

### 1 What benefits does your emergency return trip insurance cover?

- 1.1. Emergency home trip  
We pay for your emergency home-travel from abroad and cover the costs up to the agreed amount of insurance per insurance year for:
  - 1.1.1. Your interim return trip to your home country in a simple trip mode, e.g. 2nd class train trip or cheapest economy class air ticket, in the event of serious illness, life-threatening consequences of an accident, or death of a parent or sibling, provided that the serious illness or accident in the event of a parent or sibling did not occur until after your arrival in the host country and has been medically ascertained and the original ticket cannot be used or rebooked;
  - 1.1.2. Your return trip to the foreign country in the case of an emergency home trip in a single form of travel, e.g. 2nd class rail travel or cheapest economy class air ticket, if you remain in the foreign country for more than 30 days before the originally planned return trip or if you have to return to the foreign country to take an examination necessary to further your school career. We will cover the costs for the return trip if the return ticket has been used or rebooked for the emergency return trip.
- 1.2. Medical visit  
If it is certain that your stay in hospital will last longer than 14 days, we will, at your request, organize a one-time trip for a person close to you to the place of hospital stay and from there back to your place of residence and bear the costs incurred for the means of transport for the outward and return trip (economy class). However, the prerequisite is that your stay in the hospital has not been completed by the time the close person arrives.

### 2 What must you bear in mind in the event of an insured event (obligations)?

- 2.1. The prerequisite for the benefits is that you or your representative contact our worldwide emergency service by telephone or in any other way when the insured loss occurs.
- 2.2. The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

## RGV – Luggage insurance (L)

### 1 What things does your luggage insurance cover?

- 1.1. The insurance covers personal travel necessities that you take with you on your trip as well as gifts and souvenirs that you acquire during the trip.

- 1.2. Sports equipment, as well as its accessories (but not engines), is only insured as long as it is not used as intended.
- 1.3. Precious items are only insured if they
  - are worn or used in accordance with their intended purpose, or
  - are carried in personal custody and held in safe custody, or
  - are in a properly locked room in a building or on a passenger ship, or
  - have been handed over to the campsite management for safekeeping, or
  - are not visible on an official campsite in a caravan/camper van properly secured by a lock or in a permanently enclosed motor vehicle secured by a lock.

Precious items include furs, jewelry, valuables made of precious metals, photographs and film cameras, computer equipment, electronic communication and entertainment equipment including accessories.  
In the event that you do not have any jewelry and precious metal objects in personal custody, they shall only be insured as long as they are stored in a sealed container which offers increased security against the removal of the container itself.

## 2 What services does your luggage insurance cover?

In the event of an insured event, we shall reimburse

- 2.1. your insured value at the time of the occurrence of the loss up to the sum insured for destroyed or lost items. The insured value is the general amount required to acquire new items of the same type and quality at the permanent place of residence of the insured person, less an amount corresponding to the condition of the insured items (age, wear and tear, use, etc.) (current value).
- 2.2. damaged, repairable items, the necessary repair costs and, if applicable, a lasting depreciation, but not more than the insured value.
- 2.3. films, images, sound and data carriers of the material value.
- 2.4. the recovery of identity cards, passports, motor vehicle papers and other identity documents as the official fees.

## 3 When does an insured event occur?

You are under the insurance cover if your luggage is affected during an insured event. An insured event occurs when

- 3.1. checked in baggage
  - is lost,
  - destroyed or damaged,
 while in the custody of a transportation official, tourist accommodation or luggage storage facility.
- 3.2. checked luggage does not reach its destination on the same day as you arrive (delivery deadline exceeded).
- 3.3. luggage is lost, destroyed or damaged during the rest of the travel period as a result of
  - criminal acts of third parties. These include theft, burglary, robbery, extortion and deliberate damage to property.
  - transportation accidents (such as traffic accidents).
  - Fire, lightning, explosion, storm, flood, landslide, earthquake, avalanche.

## 4 What compensation limits are to be observed?

Unless otherwise agreed, we will reimburse the following per insured event in case of

- 4.1. exceeding the delivery deadline, the proven expenses for necessary replacement purchases up to EUR 500.
- 4.2. Damage to valuables up to 50% of the sum insured.
- 4.3. Damage to glasses, contact lenses and hearing aids, musical instruments, computer equipment and electronic communication and entertainment equipment, each with accessories, up to EUR 250 per item.

- 4.4. Damage to golf and diving equipment and bicycles, each with accessories, up to 50% of the sum insured.
- 4.5. Damage to wave boards and sailing equipment, each with accessories, up to 50% of the sum insured.
- 4.6. Damage to gifts and souvenirs acquired during the trip up to a maximum of EUR 300.

## 5 Which restrictions of the insurance coverage have to be observed?

- 5.1. Non-insured property and events
  - The following are not insured
  - 5.1.1. Damage caused by the loss, lying, standing or hanging of objects.
  - 5.1.2. Damages caused by the natural or defective nature of the insured items, or wear and tear.
  - 5.1.3. Cash, cheques, cheque cards, credit cards, telephone cards, bonds, tickets, certificates and documents of all kinds, objects of predominantly artistic or amateur value, dental gold, prostheses of all kinds, firearms of all kinds including accessories as well as land, air and water vehicles, hang-gliders, gliders, parachutes, each with accessories.
- 5.2. Limitation of insurance coverage in the event of serious misconduct
  - In the event that the insured event is caused by gross negligence, we shall be entitled to reduce the benefit in proportion to the seriousness of the fault.
- 5.3. Limitation of insurance coverage in motor vehicles and water sports vehicles and in camping through criminal acts of third parties
  - 5.3.1. There is insurance coverage for damage to luggage
    - in motor vehicles,
    - trailers and
    - water sports vehicles.
 The prerequisite is that the luggage is not visible in a tightly enclosed and locked interior or luggage compartment (in the case of water sports vehicles, a cabin or packing box) or in luggage boxes firmly attached to the vehicle.
  - 5.3.2. If the items are left unattended, insurance coverage is only provided during the day between 6.00 am and 10.00 pm and when the vehicle, trailer or tent is closed. The insurance covers an unattended motor vehicle between 10 p.m. and 6 a.m. during an interruption of no more than 2 hours. The only supervision is your permanent presence or the permanent presence of a trusted person you have instructed at the property to be secured.
  - 5.3.3. The insurance only covers damage to luggage during camping or camping on official campsites (set up by authorities, associations or private entrepreneurs).

## 6 What must be considered in the event of a claim (obligations)?

- 6.1. Safeguarding of compensation claims against third parties
  - You must immediately report any damage to luggage in custody or damage
    - caused by late delivery to the point of posting and
    - have this confirmed in writing.
 A certificate of this shall be submitted to us. In the case of damage that is not externally recognizable, you must immediately request the respective company to inspect and certify the damage after discovery, observing the respective complaint period, at the latest within 7 days.
- 6.2. Police notification
  - In the event of damage caused by criminal acts of third parties and fire damage, you must
    - Notify the police department without delay and
    - submit a complete list of all items affected by the claim to the police department and have this confirmed in writing.

An individual list of the items involved in the claim must be submitted to the police and must include information on the date of purchase and the purchase price of each item.

The complete police protocol must be submitted to us.

6.3. Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

## Section IV Extract from the Insurance Contract Act

### § 19 Duty of disclosure

(1) The insurance holder must notify the insurer of the circumstances of risk known to him which are relevant to the insurer's decision to enter into the contract with the agreed content and for which the insurer has requested in text form before submitting his declaration of contract.<sup>2</sup> In the event that the insurer poses questions within the meaning of sentence 1 after the insurance holder's declaration of contract but before acceptance of the contract, the insurance holder shall also be obliged to notify the insurer to this extent.

(2) In the event that the insurance holder violates his duty of disclosure pursuant to paragraph 1, the insurer may withdraw from the contract.

(3)<sup>1</sup>The insurer's right of withdrawal is excluded if the insurance holder has not breached the duty of disclosure either intentionally or through gross negligence.<sup>2</sup>In this case, the insurer has the right to terminate the contract by giving one month's notice.

(4) The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure and his right of termination pursuant to paragraph 3 sentence 2 shall be excluded if he would have concluded the contract even if he had been aware of the undisclosed circumstances, albeit under different conditions.<sup>2</sup>At the insurer's request, the other conditions become part of the contract retroactively from the current insurance period in the event of a breach of duty for which the insurance holder is not responsible.

(5) The insurer shall only be entitled to the rights under paragraphs 2 to 4 if he has informed the insurance holder of the consequences of a breach of the obligation to notify by means of a separate notification in text form.<sup>2</sup>The rights shall be excluded if the insurer was aware of the undisclosed risk circumstance or the incorrectness of the notification.

(6) If the premium is increased by more than 10 percent in the case of paragraph 4 sentence 2 as a result of a change in the contract or if the insurer excludes the risk insurance for the undisclosed circumstance, the insurance holder may terminate the contract without notice within one month of receipt of the insurer's notification.<sup>2</sup>The insurer must inform the insurance holder of this right in the notification.

### § 37 Late payment for first premium

(1) If the one-time premium or the first premium is not paid on time, the insurer is entitled to withdraw from the contract as long as payment has not been affected, unless the insurance holder is not responsible for the non-payment.

(2)<sup>1</sup> If the one-time or first premium is not paid when the insured event occurs, the insurer is not obliged to pay, unless the insurance holder is not responsible for the non-payment.<sup>2</sup>The insurer shall only be exempt from indemnification if it has drawn the insurance holder's attention to this legal consequence of non-payment of the premium by means of a separate notification in text form or by a conspicuous reference on the insurance confirmation.

### § 38 Delayed payment for subsequent premium

(1)<sup>1</sup>If a subsequent premium is not paid on time, the insurer may, at the insurance holder's expense, set a payment deadline in text form, which must be at least two weeks.<sup>2</sup>The provision shall be enforceable only if it sets out in detail the amounts of premium,

interest and costs in arrears and the legal consequences of the expiry of the period referred to in paragraphs 2 and 3; in the case of grouped contracts, the amounts shall be indicated separately.

(2) If the insured event occurs after expiry of the deadline and if the insurance holder is in default with the payment of the premium or the interest or costs upon occurrence, the insurer is not obliged to indemnify.

(3)<sup>1</sup>The insurer may terminate the contract without notice after the expiration of the deadline if the insurance holder is in default with the payment of the amounts owed.<sup>2</sup>The termination can be combined with the determination of the payment deadline in such a way that it becomes effective upon expiration of the deadline. If the insurance holder is in default of payment at this point in time; the insurance holder must be expressly informed of this in the termination.<sup>3</sup>The termination ceases to be effective if the insurance holder makes the payment within one month of the termination. Or, if it has been associated with the determination of the deadline, within one month of the expiration of the deadline; paragraph 2 remains unaffected.

## Section V Explanatory notes

We would like you to have a good understanding of your insurance. For this reason, we would like to explain the technical term "unexpected serious illness" and give you some examples. Please bear in mind that the examples provided are not exhaustive.

Insurance covers unexpected serious illness. The illness must be "unexpected" and "severe". First of all, we would define the criterion "unexpected" and then give examples of "serious" illnesses.

Case 1: Any first occurrence of illness after taking out the insurance and after travel booking is regarded as unexpected.

Case 2: The insurance also covers the recurrence of an illness if no treatment has been carried out for this illness in the last 2 weeks prior to conclusion of the insurance policy.

Case 3: Insofar as there has been no treatment for an existing illness within the last 6 months prior to conclusion of the insurance policy, the unexpected deterioration of this illness is also insured.

Regular medical examinations to determine the state of health do not count as treatment. The tests are not carried out on the basis of a specific cause and are not intended to treat the illness.

Examples of serious illnesses (not exhaustive):

- the attending physician has attested that the patient is unfit to travel
- the medically certified health impairment is so severe that the insured person is unable to perform the planned main travel service due to symptoms and complaints of the illness,
- the presence of the insured person is required due to this medically attested illness of a risk-bearing person.

### Examples of "unexpected serious illness" in travel cancellation insurance (not exhaustive):

- The insured person enters into an insurance policy for a booked trip. She suffers a heart attack for the first time shortly before she starts her trip.
- The mother of the insured person is diagnosed with pneumonia after taking out the insurance and after booking the trip. The mother is dependent on the care of the insured person due to the illness.
- The insured person has an allergy at the time of taking out the policy. No treatment has been carried out for the allergy in the last 6 months before conclusion of the insurance. A strong allergic reaction occurs before departure. The treating physician determines the inability to travel due to the severity of the allergic reaction.

**Examples of "unexpected serious illness" in emergency insurance (not exhaustive):**

- The insured person enters into an insurance policy for a booked trip. She suffers her first heart attack during the trip.
- The mother of the insured person is diagnosed with pneumonia during the trip of the insured person after taking out the insurance and after booking the trip. The mother is dependent on the care of the insured person due to the illness.
- The insured person has an allergy at the time of taking out the policy. No treatment has been carried out for the allergy in the last 6 months before conclusion of the

insurance. A strong allergic reaction occurs during the trip. Due to the severity of the allergic reaction, the treating physician recommends an early return trip.

**All conceivable cases are not insured. Example where there is no "unexpected serious illness" (not exhaustive):**

- The insured person suffers from an illness in which relapses are a characteristic feature of the course (e.g. multiple sclerosis, Crohn's disease). A treatment for the existing illness has been carried out in the last 6 months before the conclusion of the insurance contract or travel booking. Therefore, this illness is not insured.

## Contact

### In case of emergency

**CareMed Assist 24-hour-emergency hotline**

**+49 (0)228-55549-22**

**[caremed-assist@roland-assistance.de](mailto:caremed-assist@roland-assistance.de)**

#### Claims Office 1

for cases that occur in the USA

MedCare International, Inc.

12480 West Atlantic Boulevard Suite 2

Coral Springs, FL 33071, USA

Attention to Mrs Lacroix / Mrs Schmidt

**Phone: 1-800 397 9905 (toll-free number)**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

#### Claims Office 2

for cases that occur worldwide except in the USA

HanseMerkur Reiseversicherung AG (legal form: public company)

Abtlg. RLK 4/CareMed Claims

Siegfried-Wedells-Platz 1

20354 Hamburg, Germany

**Phone: +49(0)40-4119-2671**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

#### CareMed International Sales Office

CareMed GmbH

Budapester Str. 4

53111 Bonn, Germany

Phone: +49 (0)228-5554900

Fax: +49 (0)228 55549075

E-mail: [info@caremed-travel.com](mailto:info@caremed-travel.com)

#### CareMed Office

CareMed USA

1 High Ridge Park

Stamford, CT 06905

USA

## Medical Claim form

Your personal data		
Last name:	First name:	
Date of birth (DD/MM/YY):	Gender:	
Date of departure from home country*:		
*please add travel receipts for proof of departure, e.g. plane or train ticket or separate written statement		
Insurance period from                      to	Renewal period from                      to	
Address in home country	Address in country of destination	
Street:	c/o:	
City, ZIP code:	Street:	
State:	City, ZIP code:	
Country:	State:	
Phone number:	Country:	
E-mail address:	Phone number:	
Your medical treatment		
Type of illness or accident:		
Has this illness/accident occurred or has been treated prior to start of travel?    yes <input type="checkbox"/> no <input type="checkbox"/>		
If yes, when?		
In case of an accident :                      own responsibility <input type="checkbox"/> caused by a third party <input type="checkbox"/>		
Is there currently insurance cover through another health insurance provider (e.g. credit card)?		
If yes, which insurance?		
Number of enclosed documents:		
Reimbursement		
<b>Payments are possible only by bank transfer.</b>		
Have you already paid the doctor's bill?    yes <input type="checkbox"/> no <input type="checkbox"/>		
If no, payment will be made directly to the doctor/hospital:		
Name of attending doctor/hospital:		
Address of attending doctor/hospital:		
If yes, you will receive reimbursement by wire transfer to the below account:		
Account holder:		
Name of bank:		
Address & country of bank:		
SWIFT/BIC (please indicate in any case):		
IBAN (please indicate in any case):		
Claim documents		
<p><b>Send completed and signed claim form as well as original invoices, documents and available medical reports to our claims office.</b></p> <p>INCOMPLETE OR WRONG INFORMATION MAY CAUSE A DELAY IN CLAIM PROCESSING.</p>	<p><b>Contact claims office 1</b></p> <p><u>for cases that occur in the USA</u> MedCare International, Inc. 12480 West Atlantic Boulevard Suite 2 Coral Springs, FL 33071, USA Attention to Mrs Lacroix / Mrs Schmidt <b>Phone: 1-800 397 9905 (toll-free number)</b> <b>E-mail: CareMedClaims@hansemerkur.de</b></p>	<p><b>Contact claims office 2</b></p> <p>HanseMerkur Reiseversicherung Abtlg. RLK 4/CareMed Claims Siegfried-Wedells-Platz 1 20354 Hamburg Germany <b>Phone: +49(0)40-4119-2671</b> <b>E-mail: CareMedClaims@hansemerkur.de</b></p>
I hereby authorize any hospital, physician or other person who has attended or examined me, including those in my home country to furnish to the Assistance Center, or its representative, any and all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical reports. A photostatic copy of this authorization shall be considered as effective and valid as the original.		
Date	Signature of insured	