

Insurance terms and conditions for travel insurance

VB-RKS 2024 (SFE20-D)

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany.

We are HanseMerkur Reiseversicherung AG based in Hamburg. You are our contractual partner, the so-called policyholder, when you conclude the insurance contract with us. An insured person is both you, if you have insured yourself, and other persons whom you have (co-)insured. We also refer to any such persons in these insurance terms and conditions as 'you'. These insurance terms and conditions apply to you as a policyholder or for you as an insured person.

The insurance terms and conditions consist of four sections.

In Section I, you will find, in particular, explanations about the insured persons, time limits for taking out insurance and premium payments.

In Section II, you will find the scope of benefits for the insurance.

In Section III, you will find an excerpt from the German Insurance Contract Act (VVG).

In Section IV, you will find explanations about travel insurance.

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Sections I and III apply to all types of insurance. The individual insurance policies in Section II apply if they were included in the insurance certificate. Sections IV apply to the travel cancellation insurance, travel curtailment insurance and emergency insurance.

Section I – General provisions

1 Insurance cover

1.1 Who is covered by insurance?

1.1.1 The persons covered are those specified by name in the insurance policy or the group of persons specified in the insurance policy.

1.1.2 Unless otherwise agreed:

- Couples insurance applies to 2 persons.
- Family insurance applies
 - to at most 2 adults and
 - at least 1 accompanying child (no more than 7 children) up to their 21st birthday.

It is not necessary for the persons

- to be related to each other
- to share residence.

1.1.3 Newborn infants of insured persons shall be included in the health insurance policy after birth, on the same plan as their parents. This is subject to the following conditions:

- you took out travel health insurance with us through this policy; and
- the insurance contract was concluded at least 3 months earlier without interruption; and
- the newborn is insured with us within 2 months of the day of birth with retrospective effect; and
- no other insurance cover exists for the newborn.

1.2 When does the insurance cover start?

Your insurance cover will commence

- in the travel cancellation insurance with the conclusion of the contract.
- In the travel curtailment insurance when you board
 - the means of transport that was booked and insured or
 - the booked and insured room.
- in the travel health insurance by leaving the country (crossing the border) of your permanent residence.
- in the other insurance when the trip starts. The trip is considered to have started when you leave your home.

If you have booked several legs of travel or several partial travel services, the entire trip is considered to have started as soon as you have started the first leg.

1.3 When does the insurance cover end?

1.3.1 Your insurance cover for travel cancellation insurance will end

- when you board the booked and insured means of transport or room or

– if the insured event occurs, or when the trip is cancelled. For the other insurance policies, the end of cover is specified in the insurance certificate. However, it ends no later than the conclusion of the trip or for the travel health insurance with the return (crossing the border) into the country of your permanent residence.

1.3.2 Is your trip lasting longer than originally planned? If this not your fault, we will extend your insurance cover until the end of the trip.

1.4 What trips are included under the insurance cover?

1.4.1 The insurance cover applies to travel to the areas specified in the insurance certificate.

1.4.2 We define a trip as temporary absence from your permanent residence.

2 The insurance policy

2.1 By when does your policy need to be concluded?

2.1.1 Travel cancellation insurance must be concluded up to 30 days before the start of the trip and no later than the 3rd working day after the trip is booked.

2.1.2 In the case of other insurance policies, the policy must be taken out prior to departure.

2.1.3 If you fail to meet these deadlines, the policy and the insurance cover will not come into effect even if the premium has been paid.

2.2 For how long does your policy need to be concluded?

The policy must cover the entire duration of the trip. It is not permitted to take out insurance for shorter periods of time or just for legs of the trip. When taking out insurance, please ensure that you correctly state the start and end date for the trip.

Please note: False information may result in us withdrawing from the insurance contract and in the loss of your insurance cover. In this, we comply with the regulations of Section 19 of the Insurance Contract Act (VVG). You will find this in Section III.

2.3 When do we pay compensation?

2.3.1 We will pay within 2 weeks. This is subject to the following conditions:

- that our obligation to pay, the reasons and the amount have been determined.
- that the necessary evidence – which becomes our property – is available.

The time to the deadline is suspended if you are responsible for our being unable to check your claim.

- 2.3.2 We convert your costs in a foreign currency using the exchange rate to EUR on the day the records are received. The official exchange rate applies unless you acquired the currency to pay the bills at a less favourable rate. We may subtract the following costs from your benefit:
- costs for the transfer of benefits abroad or
 - for special forms of transfer that you requested.

- 2.3.3 You may have insurance cover for trips from other insurers as well. This may for example be the statutory health insurance or another private insurer. If you consequently have claims against other insurers, these take priority.

You are not entitled to more benefit in total than the costs actually incurred. If you have a claim for benefit from several insurers, you can choose the insurer from whom you make the claim.

If you make the claim from us first, we will reimburse you the costs insured by this tariff. We will then clarify with the other insurers whether and how they participate in the costs. We do not require the sharing of costs with private health insurance if this would disadvantage you, e.g. through loss of the premium refund.

You can read further information on this in clause 5.2.3.

2.4 Which legislation applies to the insurance policy?

In addition to these provisions, Insurance Contract Act (VVG) and German law shall apply.

Note on data protection: We store your personal data to fulfil our obligations under the contract. For further information on data protection and your rights, please refer to www.hmr.de/datenschutz/information or contact us. We will be happy to provide you with a copy.

2.5 When do claims to benefits lapse?

Any claims arising from this insurance contract expire by limitation in 3 years. The expiry is measured from the end of the year in which the claim can be made. If you have made a claim, the expiry period is suspended until our decision is sent to you.

2.6 What is the court of jurisdiction?

You can submit a complaint against us to the Court responsible for the district

- where we have our headquarters,
- where you have your place of residence,
- where you are normally present, if you do not have a fixed place of residence.

2.7 In what form should a statement that you make to us be?

Declarations of intent and notifications to us must be in writing (letter, fax, email, electronic data carrier, etc.). The language of the policy is German.

3 Notes on the payment of the insurance premium

3.1 When does the premium need to be paid?

The premium is payable immediately upon conclusion of the contract. If you have agreed with us to take a premium from an account, we will collect it as soon as we receive your direct debit mandate. This payment is considered to be on time

- if we can collect the premium and
- if collection of the correct payment is not disputed.

If we are unable to collect the premium for a reason beyond your control, the payment shall still be considered on time if payment is made immediately upon receipt of our payment request.

3.2 What are the legal consequences if payment is not made on time?

If the premium is not paid on time, the provisions of § 37 of the Insurance Contract Act (see Section III) apply.

This means that

- the insurance cover shall not commence until the premium is paid.
- if the premium remains unpaid upon occurrence of the insured event, we will not be obliged to pay benefits.
- we will be entitled to terminate the contract so long as the premium remains unpaid. We cannot withdraw from the contract if you can demonstrate that the reason for non-payment is beyond your control.

4 Restrictions to the insurance coverage

4.1 We do not provide cover if:

- you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits.
- you have caused the damage intentionally.

4.2 Without prejudice to the remaining contractual provisions, insurance cover shall only apply insofar as no economic, trade, or financial sanctions or embargoes imposed by the European Union or the Federal Republic of Germany that are directly applicable to the contractual parties prevent such cover.

This also applies for economic, trade, or financial sanctions or embargoes imposed by the United States of America, provided that these are not in contradiction with the legislation of the European Union (e.g. Blocking Regulation, Regulation (EC) No. 2271/96) or of the Federal Republic of Germany (e.g. § 7 Foreign Trade ordinance (Außenwirtschaftsverordnung, AWW)).

Note: please see also the restrictions in insurance cover for the individual insurance policies in Section II.

5 General notes for the claim

5.1 To whom can you direct the claim?

In emergency, our 24-hour emergency call service is here to help you. You can reach it at any time from anywhere in the world. You can send your claims in any form to:

HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, Postfach, DE-20352 Hamburg
email: reiseleistung@hansemerkur.de.

For travel cancellation insurance, travel curtailment insurance (holiday guarantee) and travel health insurance, you can also use our online form <https://mein-hmr.de/service/schadenmeldung/>.

5.2 What general duties (obligations) do you have in the event of a claim?

5.2.1 You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs.

5.2.2 All information about the claim that you provide must be truthful and complete. You must provide us with any information and suitable proof that we need in order to determine

- whether an insured event has occurred and
- whether and to what extent we will pay benefits.

5.2.3 Compensation claims against third parties shall be transferred to us as per the statutory regulation and up to the amount of the benefit paid. We shall ensure that this does not disadvantage you. You are also obligated to assist, if necessary, in asserting the claim for compensation.

Note: Please also refer to the obligations to be observed under the various types of insurance policies set out in Section II.

5.3 What legal consequences result from failures of duty (breaches of obligations)?

If you fail in one of the duties specified above or breach the obligations of the individual insurance policies in Section II, we will be entirely or in part freed from liability. In this, we comply with the regulations of § 28 (2-4) of the Insurance Contracts Act (VVG). You will find these in Section III.

Section II – Details of the individual insurance policies

(depending on the extent of insurance selected)

RRV – Travel cancellation insurance

1 General rules applying to insurance cover

The sum insured must be at least the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance).

1.1 What benefits are insured?

Unless otherwise regulated below, the following benefits are limited to the amount of the agreed sums insured in the event of an insured event.

1.1.1 Cancellation costs

If you do not start the trip or a seminar, we will pay

- the return travel costs you are contractually required to pay; and
- agency fees, insofar as these were already charged to you when booking and you included them in the sum insured.

1.1.2 Additional expenses for the outbound journey and unused travel services

a) Have you been delayed in starting the trip?

- We will reimburse you for the additional outbound journey costs of the type and quality originally booked.
- If, in deviation to the booked trip, it is necessary to use other means of transport, we will reimburse the most cost-effective additional cost of the outward journey.

For the outward journey, we pay up to the amount of cancellation costs that would be incurred if the trip were cancelled.

b) Have you failed to benefit from booked and insured travel services due to late departure? We will reimburse you for the costs of these travel services. If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we reimburse the unused travel days in proportion to the overall length of the trip. The compensation in this case is calculated as follows:

$$\text{Compensation} = \frac{\text{Unused travel days}}{\text{Original length of the trip}} \times \text{price paid for the trip}$$

The days of departure and return are counted as full travel days.

We shall reimburse the additional outbound journey costs and unused travel services up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

1.1.3 Costs of changing bookings

If you change the booking for your trip, we will reimburse you for the rebooking costs arising from such. We shall reimburse these up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

Are you rebooking the flight up to 42 days before the start of the trip, without an insured event having occurred? We will reimburse the rebooking costs up to EUR 30.00 per person or room.

1.1.4 Single room supplements

Have you booked a double room with a person at risk who has to cancel the trip due to an insured event? We will reimburse you for

- the supplement for a single room and further rebooking fees or
- the share of costs for a double room for the person who has cancelled.

The reimbursement is limited to the amount of cancellation costs that would be incurred if the booking were entirely cancelled.

1.2 Who is covered as a risk person under this insurance policy?

We cover as risk persons:

1.2.1 Persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family tariffs, more than 2 families book a trip together.

1.2.2 Your relatives and the relatives of your

- spouse or
- life partner or
- life companion.

1.2.3 Individuals who are looking after minors who are not travelling with you or your dependent relatives.

1.2.4 Travelling companions for group travel, if separately agreed.

Relatives are considered to be:

- Spouse, life partner, life companion
- Grandparents and grandchildren
- Parents, adoptive parents, step-parents, foster parents
- Siblings
- Children, step-children, foster children, adoptive children
- Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
- Aunts, uncles, cousins, nephews and nieces
- People who live with you in the same household.

1.3 What additional protection do you have for cruise ship bookings?

Did you miss the sailing of a cruise ship due to a delay to public transport lasting more than 2 hours? We will reimburse you for the provable additional travel costs to join the ship, of the type and quality originally booked. We pay up to the amount of cancellation costs that would be incurred if the trip were immediately cancelled. The compensation is limited to EUR 1,500.00 per person.

1.4 When do I have to pay a deductible?

Unless we have otherwise agreed in the insurance certificate, your deductible is

- 20% of the reimbursable loss and
- at least EUR 25.00 per insured person or per insured rental property.

2 What qualifies as an insured event?

An event is covered by the insurance if the insured event occurs after the start of insured cover. The insured event affects you or an insured person and

- as a consequence, you do not make the trip.
- as a consequence, you do not make the trip on time.
- as a consequence, you rebook the trip.

There is an insured event

2.1 in the case of an unexpected serious illness. Please see our explanations regarding this in Section IV.

2.2 in the case of death.

2.3 in the case of severe injury due to accident.

2.4 in the case of pregnancy or complications during pregnancy.

2.5 if a prosthesis is broken.

2.6 if implanted joints are loosened.

- 2.7 if you react adversely to a vaccination or cannot tolerate a vaccination.
- 2.8 if you donate or receive organs or tissues (living donation) under the terms of the Organ Transplant Act.
- 2.9 in the case of substantial damage of at least EUR 2,500.00 to your property due to
 - fire,
 - burst water pipes,
 - natural events or
 - criminal acts by third parties (e.g. burglary).
- 2.10 in the case of an unexpected court summons. This applies if the responsible court does not accept your travel reservation as a reason to postpone the summons.
- 2.11 in the case of adoption of an underage child, if the date of your attendance to complete the adoption falls within the period of travel.
- 2.12 in the case of an unexpected termination of the employment contract by the employer for operational reasons.
- 2.13 In the event of the unexpected start of an employment or training relationship subject to social security contributions of at least 15 hours per week. Insurance is also provided for work with additional expenses compensation (EUR 1 jobs).
- 2.14 In the event of unexpected reduced hours work due to the economic situation, which results in a reduction in your working hours of at least 1½ months (e.g. by 50% for 3 months or by 25% for 6 months).
- 2.15 in the case of a change in employer. This applies if
 - the insured trip falls within the probationary period.
 - the insured trip falls within the first 6 month into the new job.
 - the insurance was taken out before you became aware of the change.
- 2.16 in the case of an examination
 - in a school,
 - in a university,
 - in a technical high school,
 - in a college
 that you do not pass and wish to repeat. This applies if the repeat examination
 - occurs during the insured travel time or
 - occurs up to 14 days after the trip.
- 2.17 in the case of failure to advance to the next grade or to be admitted to an exam, if this relates to a school or class trip.
- 2.18 in the case of unexpected start to
 - your national voluntary service,
 - your voluntary social service year,
 - your voluntary ecological year.
 This applies if the costs of cancellation are not assumed by a funding agency.
- 2.19 if you miss your insured means of transport due to
 - delay to domestic German public transport lasting more than 2 hours or its cancellation. Public transport is defined as all air, land and water vehicles authorised for the transport of the public. The following are not considered to be public transport:
 - means of transport that are part of round trips/return flights,
 - hired vehicles,
 - taxis,
 - cruise ships.
 - a traffic accident during your journey to the start of the trip, in which you or involved as a driver or passenger.
- 2.20 if the dog or cat registered for the trip
 - has an unexpected and serious illness.
 - sustains severe injury due to an accident.
 - has an adverse reaction to a vaccination.
 - dies.

3 What limitations of the insurance cover must be borne in mind?

3.1 Psychological reactions

We do not pay benefits for illnesses arising from a psychological reaction to the following events:

- terrorist attacks,
- aircraft or bus accidents,
- the fear of civil unrest,
- acts of war,
- natural events,
- illnesses or epidemics.

3.2 War and other events

We do not pay benefits if the insured event is caused by:

- war,
- civil war,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation by official action,
- other interventions by high authorities,
- active participation in violence during a public assembly or demonstration.

4 What requirements (obligations) must you comply with in the event of a claim?

4.1 Immediate cancellation

Has an insured event occurred? To keep costs as low as possible, you must cancel the trip immediately at the place it was booked.

4.2 Proof of level of damage

You must submit to us the original of all receipts showing the level of damage, e.g. the invoice for cancellation costs.

4.3 Proof of insured events

To prove the occurrence of an insured event during the insured period, please send us all original documentation suitable for this.

- If events require a medical certificate as proof, this must:
- be obtained before the cancellation; and
 - confirm an examination prior to cancellation, late arrival or rebooking; and
 - include diagnosis and treatment data.

If we consider it necessary, you must:

- release the person responsible for treatment from the duty of confidentiality.
- allow an examination by a doctor appointed by us.

4.4 Consequences of non-compliance with obligations

If you breach one of these obligations, the legal consequences are stated in Section I clause 5.3.

UG – Travel curtailment insurance

1 General rules applying to insurance cover

The sum insured must be at least the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance). If a rate model is taken out that is contingent upon the price of the trip, the sum insured amounts to EUR 2,000.00 for individuals travelling alone and EUR 4,000.00 for couples/families.

1.1 What benefits are insured?

If an insured event occurs, the benefits below are insured. Unless otherwise stipulated by the following provisions, the reimbursement of the costs is limited to the quality of the trip insured.

1.1.1 Additional return travel costs

Do you have to curtail the trip or delay your return from the trip? We shall reimburse you for the proven additional return travel costs.

The insurance also covers any directly related additional costs, e.g. the cost of accommodation and meals.

Is return by aircraft necessary, contrary to the booked trip? We reimburse the cost of a seat in the lowest class of the aircraft.

1.1.2 Unused travel services

The following compensation is limited to the agreed sums insured.

a) If the trip is curtailed during the first half of the insured trip, though in no more than the first 8 days of the trip, we reimburse the insured travel costs. We will reimburse you for unused travel services if you must curtail your trip during the second half of your trip (at the latest from the 9th day of the trip).

b) If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we reimburse the unused travel days in proportion to the overall length of the trip. The compensation in this case is calculated as follows:

$$\text{Compensation} = \frac{\text{Unused travel days}}{\text{Original length of the trip}} \times \text{price paid for the trip}$$

The days of departure and return are counted as full travel days. If you have purchased insurance only for outward and return travel tickets and/or airfare, the unused travel services are not covered by the insurance cover.

1.1.3 Additional expenses to reach your destination if you have to interrupt your journey

Are you interrupting a round trip or cruise? We will reimburse the necessary transport costs from the place of interruption to rejoin the travel group. We will only replace the costs up to the amount which would be incurred if the trip were prematurely curtailed.

1.1.4 Additional accommodation costs

Do you have to delay your return from the trip? We will reimburse the additional costs for accommodation up to the limit of your sum insured, if

- an accompanying insured person is unable to travel due to an insured event.
- one of the events listed in clause 2.14 occurs.

1.2 Who is covered as a risk person under this insurance policy?

We cover as risk persons:

1.2.1 Persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family tariffs, more than 2 families book a trip together.

1.2.2 Your relatives and the relatives of your

- spouse or
- life partner or
- life companion.

1.2.3 Individuals who are looking after minors who are not travelling with you or your dependent relatives.

1.2.4 Travelling companions for group travel, if separately agreed.

Relatives are considered to be:

- Spouse, life partner, life companion
- Grandparents and grandchildren
- Parents, adoptive parents, step-parents, foster parents

- Siblings
- Children, step-children, foster children, adoptive children
- Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
- Aunts, uncles, cousins, nephews and nieces
- People who live with you in the same household.

1.3 When do I have to pay a deductible?

Unless we have otherwise agreed in the insurance certificate, your deductible is

- 20% of the reimbursable loss and
- at least EUR 25.00 per insured person or per insured rental property.

2 What qualifies as an insured event?

An event is covered by the insurance if the insured event occurs after the start of insured cover. The insured event affects you or an insured person and

- you do not continue your trip as planned or
- you do not end your trip as planned.

There is an insured event

2.1 in the case of an unexpected serious illness. Please see our explanations regarding this in Section IV.

2.2 in the case of death.

2.3 in the case of severe injury due to accident.

2.4 in the case of pregnancy or complications during pregnancy.

2.5 if a prosthesis is broken.

2.6 if implanted joints are loosened.

2.7 if you react adversely to a vaccination or cannot tolerate a vaccination.

2.8 if you donate or receive organs or tissues (living donation) under the terms of the Organ Transplant Act.

2.9 in the case of substantial damage of at least EUR 2,500.00 to your property due to

- fire or
- burst water pipes or
- natural events or
- criminal acts by third parties (e.g. burglary).

2.10 in the case of an unexpected court summons. This applies if the responsible court does not accept your absence as a reason to postpone the summons.

2.11 in the case of adoption of an underage child, if the date of your attendance to complete the adoption falls within the period of travel.

2.12 if you miss your insured means of transport due to

- delay to public transport lasting more than 2 hours or its cancellation. Public transport is defined as all air, land and water vehicles authorised for the transport of the public. The following are not considered to be public transport:
 - means of transport that are part of round trips/return flights,
 - hired vehicles,
 - taxis,
 - cruise ships.
- a traffic accident during your journey to the start of the trip, in which you or involved as a driver or passenger.

2.13 if the dog or cat accompanying the journey

- has an unexpected and serious illness or
- sustains severe injury due to an accident or
- has an adverse reaction to a vaccination.
- dies.

2.14 in the event of avalanches, landslides, floods, earthquakes or hurricanes in your resort.

3 What limitations of the insurance cover must be borne in mind?

3.1 Psychological reactions

We do not pay benefits for illnesses arising from a psychological reaction to the following events:

- terrorist attacks,
- aircraft or bus accidents,
- the fear of civil unrest,
- acts of war,
- natural events,
- illnesses or epidemics.

3.2 War and other events

We do not pay benefits if the insured event is caused by:

- war,
- civil war,
- warlike events,
- civil unrest,
- strikes,
- nuclear energy,
- seizure,
- confiscation,
- other interventions by high authorities,
- active participation in violence during a public assembly or demonstration.

4 What requirements (obligations) must you comply with in the event of a claim?

4.1 Proof of the level of damage

You must submit to us the original of all receipts showing the level of damage, e.g. the booking confirmations or proofs of additional costs.

4.2 Proof of insured events

To prove the occurrence of an insured event during the insured period, please send us all original documentation suitable for this.

If events require a medical certificate as proof, we require a certificate that must:

- include the diagnosis; and
- include the treatment date; and
- be issued at the place of stay.

If we consider it necessary, you must

- release the person responsible for treatment from the duty of confidentiality.
- allow an examination by a doctor appointed by us.

4.3 Consequences of non-compliance with obligations

If you breach one of these obligations, the legal consequences are stated in Section I clause 5.3.

RKV – Travel health insurance

1 General rules applying to insurance cover

We provide benefits in the event of an insured event occurring abroad.

1.1 What is an insured event?

Your medically necessary treatment due to illness or the consequences of an accident is considered to be an insured event. The insured event starts with the treatment. It ends once it is medically established that no further treatment is needed. The following are also considered insured events:

- pregnancy and childbirth, if the pregnancy started after the beginning of insurance cover.
- medically necessary treatments for complaints during pregnancy.
- premature birth up to the 36th week of pregnancy.

- miscarriages.
- medically necessary abortions.
- death.

See clause 2 for details of what exactly we provide after an insured event. Please read clause 3 carefully as well. This regulates when we do not provide benefit, even if an insured event has occurred.

1.2 Where do you have insurance cover?

Insurance protection covers travel abroad within the scope agreed in the contract. "Abroad" excludes the country where you reside.

1.3 Which doctors and hospitals can you choose between?

You can choose freely among the following legally-recognised individuals and bodies authorised to give treatment:

- doctors,
- dentists,
- alternative practitioners,
- chiropractors,
- osteopaths and
- hospitals.

The precondition is that these

- charge fees based on the relevant official, applicable fee schedule – if available – or
 - based on fees generally charged in the local area.
- The hospital in the current location must
- be recognised and authorised and
 - be under continuous medical management and
 - have sufficient diagnostic and therapeutic facilities and
 - manage case histories.

1.4 What methods do we cover if you need to be examined and treated?

We cover

- examinations,
 - treatment,
 - medication,
- recognised by conventional medicine. We also cover other methods and medications,
- which have proved equally effective in practice or
 - which are only available in the absence of conventional medicine.

These methods include e.g.

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

In such cases we can, however, reduce the payments to the amount that would have been incurred by the use of available conventional medicine.

2 What are the benefits that we pay if an insured event occurs?

2.1 What do we pay if you are treated as an out-patient?

We reimburse the costs for

- transport
 - to the nearest doctor who can be reached or
 - to the nearest suitable hospital that can be reached and
 - return to the accommodation.
- the treatment.

2.2 What do we pay if you are treated as an in-patient?

Where necessary, we will give the hospital a guarantee to assume the costs through our worldwide emergency call service.

We reimburse the costs for

- 2.2.1 Transport
 - to the nearest suitable hospital that can be reached and
 - return to the accommodation.
- 2.2.2 Treatment including accommodation, food and care in the hospital.
- 2.2.3 Accommodation and food for an accompanying person in the hospital, if the insured person is less than 18 years old.
- 2.2.4 A hospital visit if it is clear that you will have to stay in a hospital for longer than 5 days.

If requested, we will in this case arrange for

- a person closely linked to the insured person to travel to the location of the hospital and back to their place of residence and
- we will assume the transport costs for the journey there and back.

This is, however, provided that you are still in hospital by the time the relative or friend arrives.

- 2.2.5 If the booked trip has to be interrupted or extended because you require treatment in hospital, we will reimburse the insured travel companions for additional accommodation costs for up to 10 days. The total amount for this is limited to EUR 2,500.00.
- 2.2.6 In the event of in-patient treatment, you can also decide:
 - to receive reimbursement from us for the payments listed above (2.2.1–2.2.5) or
 - a daily allowance of EUR 50.00 per day from us for a maximum of 30 days from the start of the in-patient treatment.
 The decision must, however, be made at the beginning of the in-patient treatment.

2.3 What do we pay if you have dental treatment?

We reimburse the costs for

- pain-relieving preservative dental treatments,
- simple fillings,
- provisional dental prosthesis services,
- repairs of existing dental prostheses.

2.4 What do we pay for medications, dressings, therapeutic products and aids?

We provide insurance benefits when these

- have been prescribed by one of the practitioners listed under section 1.3 and
- are medically necessary.

2.4.1 Medications and dressing material

You need to obtain medications from the pharmacy. The following are considered medicines, even if they are prescribed:

- neither nutritive and tonic substances, nor
- cosmetic preparations.

2.4.2 Remedy

These are radiation, light and other physical treatments. This also includes

- massages,
- medicinal packs,
- inhalations,
- physiotherapy.

2.4.3 Resources

Aids in basic form, if these are required to provide temporary support for the duration of the insured journey. We will reimburse the rental cost for these aids. If a rental is not possible, we will refund the purchase price. We do not reimburse costs for visual aids and hearing aids.

2.5 What do we pay in the event of pregnancy?

- 2.5.1 We reimburse the costs
 - for examinations and/or treatment by a doctor for pregnancy complications.
 - in the case of miscarriage.

- for childbirth before the end of the 36th week of pregnancy, if the pregnancy started after the beginning of insurance cover.

- 2.5.2 If the pregnancy started after the beginning of insurance cover, we also reimburse the costs for
 - 5 pregnancy check-ups
 - childbirth.

We also reimburse examination and treatment costs by midwives or childbirth assistants if the costs are not also charged by a doctor.

2.6 What do we pay in the event of premature birth?

In the absence of any other insurance cover for premature births up to the end of the 36th week of pregnancy, we shall reimburse the costs of the necessary treatment of a newborn child.

We grant this benefit:

- for the period until ability to travel is regained for mother and child; or
- until inclusion in this insurance policy in accordance with the regulations of section 1.1.3 in Section I of these insurance terms and conditions.

2.7 What do we pay in the event of transport home?

Do you need to be transported back to the closest suitable hospital to your home? We will organise this and reimburse the costs, if one of the following preconditions is met:

- The return journey is medically reasonable and appropriate.
- The doctor providing the treatment believes that the hospital treatment abroad is likely to exceed 14 days.
- Further treatment abroad is likely to cost more than the repatriation.

We will also assume the cost of transport for an accompanying fellow-traveller.

We reimburse the costs for the cheapest suitable means of return transport.

2.8 What do we pay in the event of rescue?

Following an accident, have you incurred costs for search, recovery or rescue efforts by public or privately organised rescue services? We will reimburse the costs for this up to EUR 5,000.00.

2.9 What do we pay if the insured person dies?

We organise the repatriation of mortal remains to the permanent place of residence and assume the costs for this. Alternatively, we reimburse the costs for a funeral of the deceased in the country of travel. However, we only reimburse at most the costs that would have been incurred by repatriation of mortal remains.

2.10 What do we pay if children need care?

Can all the accompanying persons looking after a child not continue or end the trip as planned due to the occurrence of an insured event? We will organise and pay for the support of the insured minors so that they can

- continue the trip or
- break off the trip.

We also cover the additional return travel costs of the children.

2.11 What additional service do we provide?

2.11.1 Telephone costs in contacting the emergency assistance hotline

If an insured event occurs, we will reimburse the telephone costs incurred by you when calling HanseMerkur's emergency assistance hotline.

2.11.2 Delivery of medications

Have you lost prescribed medications during the journey? We will obtain replacements in consultation with your GP and

send them to you. At your request, we will specify substitute medication that is available locally. You are responsible for the costs for obtaining the medication. You must reimburse them to us within 1 month of the end of the trip.

2.11.3 Information about nearby local doctors or hospitals

If there is an insured event, we will inform you about possible medical treatment. As far as possible, we will provide you with details of a German- or English-speaking doctor. Call our worldwide emergency assistance hotline.

2.11.4 Exchange of information between doctors

Are you being treated as an in-patient? At your request to the emergency assistance hotline, we will facilitate contact between

- a doctor appointed by us and
- your GP and
- the hospital doctors providing treatment.

We will transfer the information between the doctors involved during the hospital stay. On request, we will also inform your relatives.

2.11.5 Retrieval of luggage

Have all the insured adults been repatriated or died? Then we will organise the collection of the luggage and assume the costs for this.

2.11.6 Psychological support

Are you in a difficult situation? We provide you with psychological support via our emergency call service and, if possible, refer you to a German-speaking or English-speaking psychotherapist. Psychoanalytical and psychotherapeutic treatment are not insured.

2.11.7 Medical interpretation service

Did you not understand the medical terms used by your attending physician? We explain the diagnosis and other medical terms to you via our emergency call service.

2.12 When do you otherwise receive reimbursement for costs?

You pass all treatment costs first to another service insurer participating in the reimbursement of costs. Then we will issue a reimbursement.

2.12.1 In the case of in-patient hospital treatment, we provide an expense allowance of EUR 50.00 per day from us for a maximum of 14 days per day of hospitalisation.

2.12.2 In the case of out-patient treatment, we provide a one-time expense allowance of EUR 25.00 (regardless of the number of treatments and diseases).

2.13 When will we extend your insurance cover beyond the end of the agreed period?

Your treatment abroad lasts longer because

- your illness requires treatment beyond the original end of insurance cover and
- you are not fit enough to be transported home.

In this case, we will extend the length of your insurance cover until you are able to be transported. The necessary repatriation is then also insured.

3 What do we not cover or only provide restricted cover?

3.1 In which cases can we reduce the payments to an appropriate amount?

We can reduce the payments to an appropriate amount if

- the medical treatment exceeds the medically necessary level or
- the expenses for medical treatment exceed those generally charged in the local area.

If you do not use conventional medicine, we can reduce our payments to the amount that would have been incurred by the use of available conventional methods or medications. (More details on this can be found in clause 1.4.)

3.2 When do we not provide cover?

In the following cases, we do not provide benefit, even if an insured event has occurred:

3.2.1 For treatments

- that were the sole reason or
- one of the reasons for making the journey.

3.2.2 For treatments

- whose necessity was evident before the start of the journey and
- were due to an illness that already had been medically diagnosed when the journey started.

Exception:

If the trip was undertaken due to the death of your spouse or a relative of the first degree.

3.2.3 For diseases, including their consequences, as well as for the consequences of accidents and deaths caused by

- a predictable war,
- predictable internal unrest, or
- active participation in internal unrest or in war.

Acts of war and internal civil unrest are considered to be foreseeable if the German Foreign Ministry issues a travel warning for the country in question before the start of the journey.

3.2.4 For cures and treatments in sanatoriums and rehabilitation centres.

Exception:

These treatments are made following in-patient treatment due to

- a severe stroke,
- a serious myocardial infarction or
- a serious illness of the skeleton (disk operation, hip replacement)

and they serve to reduce the length of stay in the hospital. In these cases, you have insurance cover, if

- you inform us of the planned stay before the treatment and
- we have agreed to the treatments in writing.

3.2.5 For withdrawal measures including withdrawal cures.

3.2.6 For out-patient treatment in a spa or health resort.

Exception:

- If the treatment is necessary because of an accident occurring at the site or
- you were only visiting the spa or health resort briefly and were not staying for the purposes of treatment when you fell ill.

3.2.7 For treatments by

- spouses,
- parents,
- children,
- persons with whom you are living in your own home or a home being visited.

We will also pay for documented material costs in these cases.

3.2.8 For treatments or accommodation due to

- infirmity,
- need for care or
- dependency.

3.2.9 For psychoanalytical and psychotherapeutic treatments.

3.2.10 For

- pivot teeth,
- inlays,
- crowns,
- orthodontic treatments,
- prophylactic services,
- dental splints and tracks,
- function analytical and function therapeutic treatments and
- implant treatment.

3.2.11 For immunisation or precautionary measures.

Exception:

An exception is the pregnancy check-ups included under clause 2.5.

4 What requirements (obligations) must you comply with in the event of an insured event?

4.1 Obligation to make immediate contact

Please contact our emergency assistance hotline without delay

- in the case of in-patient treatment in a hospital.
- before extensive diagnostic and therapeutic measures are commenced.

In all other cases, it is sufficient to contact us after your return.

4.2 Obligation to provide information

You must complete in full and return our claim form.

If we consider it necessary, you are obliged to allow an examination by a doctor appointed by us.

We need the following evidence from you, which becomes our property:

4.2.1 Original receipts

- with the name of the person treated,
- the identification of the illness and
- the treatment provided by
 - type,
 - the location and
 - the period of treatment.

If other insurance cover for treatment costs is available and if this is used first, then copies of invoices are sufficient as evidence. These must be annotated to show which items have been reimbursed.

4.2.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.

4.2.3 An official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.

4.2.4 Other evidence and receipts that we need in order to check our duty to provide benefits. This applies only if obtaining this documentation can be reasonably expected of you.

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 5.3.

NFV – Emergency insurance

1 General rules applying to insurance cover

We provide the benefit if an insured event under clause 2 has occurred. A loan must be repaid within 1 month after the end of the trip in one lump sum. Before a loan can be granted, a copy of your personal ID card or passport must be presented to our emergency assistance service.

2 What qualifies as an insured event?

2.1 In the event of illness/accident and death within Germany

2.1.1 Patient return to area of residence

If you are treated as an in-patient for at least 5 days,

- we will at your request organise ambulance transport from the location of the in-patient treatment to the nearest suitable hospital to your home.
- we will assume the additional costs incurred in relation to the originally planned return trip up to EUR 2,500.00.

We only pay when fitness to travel is proved.

2.1.2 Rescue costs

Following an accident, have you incurred costs for search, recovery or rescue efforts by public or privately organised rescue services? We will reimburse the costs for this up to EUR 5,000.00.

2.1.3 Cost of repatriation of mortal remains

We organise the repatriation of mortal remains to the permanent place of residence and assume the costs for this.

2.1.4 Funeral costs

We assume the costs for a burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains.

2.2 Travel curtailment or delayed return journey

If the booked trip cannot be completed as planned by you for insured reasons,

- we will organise the return trip.
- we will grant a loan for additional costs incurred in excess of the cost of the originally planned return trip.

Insured reasons are:

2.2.1 Death, serious injury caused by an accident, or an unexpected serious illness. Please see our explanations regarding this in Section IV. Insurance cover is available if

- you yourself or
- a person at risk

are affected. As persons at risk we define

a) Persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family tariffs, more than 2 families book a trip together.

b) Your relatives and the relatives of your

- spouse or
- life partner or
- life companion.

c) Individuals who are looking after minors who are not travelling with you or your dependent relatives.

Relatives are considered to be:

- Spouse, life partner, life companion
- Grandparents and grandchildren
- Parents, adoptive parents, step-parents, foster parents
- Siblings
- Children, step-children, foster children, adoptive children
- Mother/father/son/daughter-in-law, sister/brother-in-law as well as grandparents or grandchildren by marriage
- Aunts, uncles, cousins, nephews and nieces
- People who live with you in the same household.

2.2.2 Your abduction or the abduction of the tour guide. The granted loan in the case of an abduction is limited to a maximum of EUR 10,000.00 per insured person.

2.3 In the event of criminal prosecution

We will grant a loan for the costs listed below.

2.3.1 Arrest or the threat of arrest

If you are arrested or threatened with arrest,

- we will assist in finding a lawyer and/or interpreter.
- If this occurs, we will provide a loan for the respective court, legal and interpreting costs, up to an amount of EUR 3,000.00.

2.3.2 Loan for bail

We will provide up to EUR 15,000.00 as a loan to cover any bail which may be demanded from you by the authorities.

2.4 In the case of a loss of money and documents

2.4.1 Loss of travel money

If you have a financial emergency as a result of losing your travel money due to

- theft or
- robbery or
- other loss

we will contact your bank via our emergency assistance service.

– If necessary, we will help in transferring an amount made available to you by the bank.

– If it is not possible to contact the bank within 24 hours, we provide you with a loan up to an amount of EUR 500.00 via our emergency assistance service.

2.4.2 Loss of credit and EC/Maestro debit cards

In the event of loss of credit or debit cards, we will assist you in blocking the cards. However, we shall not be held liable for the successful blocking of the card and any financial losses that result despite blocking the card.

2.4.3 Loss of travel documents

In the event of loss of travel documents, we shall assist you in obtaining replacement documents.

2.5 Booking changes/delays

If you get into difficulty

- because you miss a booked transport service or
- because the booked transport is delayed or cancelled, we will assist you in changing the booking. The costs of changing the booking and the increased travel costs shall be borne by you. At your request, we will notify third parties of the changes to the planned itinerary.

2.6 Travel by bicycle

2.6.1 Bicycle breakdown

If the journey cannot be continued due to a breakdown or accident involving the bicycle used by you on the trip,

- we will cover the repair costs up to EUR 75.00 to allow you to continue the journey or
- if the bicycle cannot be repaired at the scene of the breakdown, we will either reimburse the additional cost of the journey to the starting point or to the final destination of the day's stage up to an amount of EUR 75.00 per insured event.

Tyre damage is not covered.

2.6.2 Bicycle theft cover

If the journey cannot be continued as planned due to the theft of the bicycle used by you on the trip, we will assume the additional costs

- to return home or
- to return to the start of the trip or
- to travel to the destination for that day's stage of the trip up to EUR 250.00 per insured event.

2.7 Guardian angel for your home

We will organise your travel back to your place of residence and your return to the holiday destination and bear the additional travel costs, if you must curtail or interrupt your trip due to substantial damage (minimum of EUR 2,500.00) to your property at your place of residence caused by

- fire or
- burst water pipes or
- natural events or
- criminal acts by third parties (e.g. burglary).

The costs will be reimbursed based on the type and quality of the trip originally booked. If you need to make emergency repairs or emergency replacement purchases for your property at your place of residence, we shall provide you with an amount of EUR 500.00 upon presentation of invoices and evidence showing that the replacement purchases were necessary.

2.8 Guardian angel for your vehicle

In the event of substantial claim for damages (a minimum of EUR 2,500.00) sustained by your private car after it was left behind on the day of departure at your place of residence or parked in a car park (e.g. at the airport) for the duration of your holiday in order to travel to the holiday destination using other means of transport, we will reimburse you for the deductible charged by the provider of your comprehensive or partially comprehensive damage insurance, up to EUR 500.00.

2.9 Emergency message

If you cannot be reached during the trip, we will organise an alert message (e.g. via radio) and will cover the cost of this.

3 What limitations of the insurance cover must be borne in mind?

We do not pay benefits if the insured event is caused by

- war or
- civil conflict or
- warlike events or
- civil unrest or
- strikes or
- nuclear energy or
- seizure or
- confiscation or other official action or
- active participation in violence during a public assembly or demonstration

4 What requirements (obligations) must you comply with in the event of an insured event?

4.1 Contacting our global emergency service

To be covered under our emergency insurance, you or a person whom you appoint as your representative of the insured person must notify our worldwide emergency assistance service by telephone or other means upon occurrence of the insured event. Contact must be made immediately. You will find the telephone number under "Important notes in the case of a claim" in your contract documents or on the website www.hansemerkur.de under "Travel emergency assistance service".

4.2 Repayment declaration for loans

If you receive a repayment declaration, you must send us a signed commitment to repay the loan.

4.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 5.3.

RGV – Luggage insurance

1 What items are covered by your luggage insurance?

- 1.1 The insured items are personal effects taken on your trip, as well as gifts and souvenirs that you purchase during a trip. Items that are taken on the trip or purchased during the trip solely for professional purposes are not insured.
- 1.2 Sports equipment, including accessories (but excluding engines), is only insured during periods when such equipment is not being used for its intended purpose.
- 1.3 Valuables are only insured if they
 - are worn or used according to their intended purpose, or
 - are kept in personal custody and are worn or carried safely, or
 - are kept in a properly locked room in a building or a passenger ship, or
 - had been handed over to the campsite supervisor for safe-keeping or

- had been left in a properly locked caravan/mobile home or out of sight in a locked motor vehicle parked in a fully enclosed space on an official campsite.

Valuables include furs, jewellery and items made of precious metal.

If you have jewellery and objects made of precious metal which are not in personal safekeeping, these are only insured if they are stored in a closed container that offers increased security, including against the removal of the container itself.

2 What insured benefits are provided by your luggage insurance?

If an insured event occurs, we will reimburse up to the sum insured for

- 2.1 Destroyed or lost items in accordance with their insurance value as of the time when the damage occurred. The insurance value is the amount that is generally required to obtain new items of the same type and quality at the usual place of residence of the insured person, with a deduction for an amount corresponding to the condition (age, wear and tear, use, etc.) of the insured items (current value).
- 2.2 The necessary repair costs and any remaining reduction in value in the case of damaged and repairable items, though no more than the insurance value.
- 2.3 The material value in the case of films as well as video, sound and data media.
- 2.4 The administrative fees for replacing identity cards, passports, motor vehicle documentation and other types of ID.

In the absence of any agreements to the contrary, sums insured amount to EUR 2,000.00 for individual policies and EUR 4,000.00 for families per insured event.

3 What qualifies as an insured event?

You are covered if your luggage is affected by an insured event. There is an insured event if

- 3.1 Luggage entrusted to third parties
 - is lost,
 - destroyed or damaged,
 while in the custody of a carrier, lodging establishment or luggage storage facility.
- 3.2 Luggage placed in the custody of a third party does not arrive at the destination on the same day as you (overdue delivery).
- 3.3 During the remaining travel period, luggage is lost, destroyed or damaged by
 - criminal acts by third parties. This includes theft, burglary, robbery, blackmail for the purpose of robbery and deliberate vandalism.
 - accidents involving means of transport (e.g. traffic accidents).
 - fire, lightning, explosion, storm, flood, landslide, earthquakes, avalanches.

4 What compensation limits should be kept in mind?

In the absence of any agreements to the contrary, we shall provide compensation up to the following maximum amounts per insured event:

- 4.1 Delayed delivery, for the demonstrated costs for necessary replacement costs, up to EUR 500.00.
- 4.2 Damage to valuables and photographic and film equipment up to 50% of the sum insured.
- 4.3 Damage to glasses, contact lenses and hearing aids, musical instruments, including accessories for each of these items, up to EUR 250.00 per item.
- 4.4 Damage to IT equipment and electronic devices (unless specified in clause 4.5), including accessories for these items, up to 50% of the sum insured.

- 4.5 Damage to mobile phones, smartphones or tablets, including accessories for these items, up to EUR 500.00.
- 4.6 Damage to golf and diving equipment as well as bicycles (this also includes electric bikes and e-scooters), including accessories for these items, up to 50% of the sum insured.
- 4.7 Damage to surfboards, windsurfing equipment, including accessories for these items, up to 50% of the sum insured.

5 What restrictions to the insurance cover should be kept in mind?

5.1 Items and events not insured

The insurance does not cover

- 5.1.1 Damage caused by items which have been lost or left lying, standing or hanging.
- 5.1.2 Damage caused by the natural or defective condition of the insured items, by usage or by wear and tear.
- 5.1.3 Cash, cheques, debit cards, credit cards, telephone cards, securities, travel tickets, certificates and documents of all kinds, objects of primarily artistic or collector value, dental gold, prostheses of any kind, firearms of any kind, including accessories, and motor-driven, land-based vehicles, aircraft and watercraft, hang-gliders, paragliders, parachutes, or accessories for the aforementioned items. However, electric bikes and e-scooters are insured.
- 5.1.4 Damage which was foreseeable at the time of booking the trip or when the insurance policy was taken out.
- 5.1.5 Damage caused by
 - acts of war or civil conflict,
 - warlike events,
 - civil unrest,
 - strikes,
 - nuclear energy,
 - seizure,
 - confiscation or other official action,
 - natural events or
 - active participation in violence during a public assembly or demonstration

5.2 Limitations of the insurance cover in the event of gross negligence

If you or the insured person have brought about the insured event by gross negligence, we are entitled to reduce the amount paid in proportion to the extent of culpability.

5.3 Limitations of the insurance cover for motor vehicles and pleasure boats and during camping arising through criminal actions by third parties

- 5.3.1 There is insurance cover for damage to luggage
 - in motor vehicles,
 - trailers and
 - watercraft.
 The condition is that the luggage is not visible, in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes firmly attached to the vehicle.
- 5.3.2 Insurance cover for damage to luggage during camping is valid only on official campsites (established by authorities, associations or private companies).
- 5.3.3 If the goods are left unattended, insurance cover only applies between 6 am and 10 pm and only if the vehicle, trailer or tent is locked. Insurance cover applies from 10 pm and 6 am in an unattended vehicle during a break in travel of not more than two hours. Attendance is defined only as your continuous presence or that of a trustworthy person instructed by you near the item to be insured.

6 What should be borne in mind when a claim is made (obligations)?

6.1 Securing compensation claims against third parties

In the event of any damage to checked-in luggage and damage due to overdue delivery

- you must immediately inform the office to whom you have entrusted your luggage and
- obtain confirmation of your complaint in writing.

Written confirmation to this effect is to be provided to us. For any damage that was not immediately evident, you must, as soon as it is discovered, within the respective deadline and at the latest within 7 days, request that the relevant company inspect and certify the claim.

6.2 Police notification

In the event of damage caused by criminal acts of third parties,

- you must report it immediately to the relevant police station and
- you must give the police station a complete list of all goods lost in the theft and
- obtain confirmation of your complaint in writing.

The list to be submitted to the police of all items affected by the claim must be prepared as an itemised list including information about the dates of purchase and the purchase price of each of the individual items.

You must send us the complete police record.

6.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 5.3.

Section III – Extract from the Insurance Contract Act

§ 19 Duty of disclosure

(1) ¹The policyholder shall disclose to the insurer before making his contractual acceptance the risk factors known to him which are relevant to the insurer's decision to conclude the contract with the agreed content and which the insurer has requested in writing. ²If, after receiving the policyholder's contractual acceptance and before accepting the contract, the insurer asks such questions as are referred to in the first sentence, the policyholder shall also be under the duty of disclosure as regards these questions.

(2) If the policyholder breaches his duty of disclosure under subsection (1), the insurer may withdraw from the contract.

(3) ¹The insurer's right to withdraw from the contract shall be ruled out if the policyholder breached his duty of disclosure neither intentionally nor by acting with gross negligence. ²In such cases the insurer shall have the right to terminate the contract subject to a notice period of one month.

(4) ¹The insurer's right to withdraw from the contract on account of grossly negligent breach of the duty of disclosure and his right to terminate the contract in accordance with subsection (3), second sentence, shall be ruled out if he would also have concluded the contract in the knowledge of the facts which were not disclosed, albeit with other conditions. ²The other conditions shall become an integral part of the contract with retroactive effect upon the request of the insurer; in the case of a breach of duty for which the policyholder does not bear responsibility they shall become an integral part of the contract as of the current period of insurance.

(5) ¹The insurer shall only be entitled to the rights under subsections (2) to (4) if he has instructed the policyholder in writing in separate correspondence of the consequences of any breach of the duty of disclosure. ²These rights shall not exist if the insurer was aware of the disclosed risk factors or the incorrectness of the disclosure.

(6) ¹In the case of subsection (4), second sentence, leading to an increase in the insurance premium of more than 10 per cent on account

of an alteration of the contract, or if the insurer refuses to cover the risk for the undisclosed circumstance, the policyholder may terminate the contract without prior notice within one month of receipt of the insurer's communication. ²The insurer shall notify the policyholder of this right in the communication.

§ 20 Representative of the policyholder

¹If the contract is concluded by a representative of the policyholder, when applying § 19 (1 to 4), and § 21 (2) Sentence 2 as well as (3) Sentence 2 to take into account both the knowledge and the malice of the representative and the knowledge and malice of the policyholder. ²The policyholder can only rely on the fact that the duty of notification was not violated intentionally or through gross negligence, if neither the representative nor the policyholder is guilty of intent or gross negligence.

§ 21 Exercise of the rights of the insurer

(1) ¹The insurer must assert the rights to which it is entitled under § 19 (2 to 4) in writing within one month. ²The period begins from the moment when the insurer becomes aware of the violation of the duty to notify, which establishes the right asserted by him. ³When exercising his rights, the insurer must state the circumstances on which he bases his declaration; he may subsequently state further circumstances to substantiate his declaration if the period under sentence 1 has not elapsed for these.

(2) ¹In the event of withdrawal in accordance with Section 19 (2) after the occurrence of the insured event, the insurer shall not be obliged to provide a benefit unless the breach of the duty of notification relates to a circumstance that is not the cause of either the occurrence or the determination of the insured event, or the determination or the scope of the insurer's obligation to indemnify. ²If the policyholder fraudulently violates the duty of notification, the insurer is not obliged to pay.

(3) ¹The rights of the insurer according to Section 19 (2 to 4) elapse after the expiration of five years after conclusion of the contract; this does not apply to insurance claims that occurred before the expiration of this period. ²If the policyholder has intentionally or fraudulently violated the obligation to notify, the period is ten years.

§ 28 Non-observance of an incidental obligation

(2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of an incidental obligation on the part of the policyholder, he shall be released from the liability if the policyholder intentionally breached the obligation. In the case of a grossly negligent non-observance of the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence shall be on the policyholder.

(3) Notwithstanding subsection (2), the insurer shall be liable insofar as the non-observance of the obligation neither caused the occurrence or the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. The first sentence shall not apply if the policyholder fraudulently breached the obligation.

(4) The condition on which the insurer's entire or partial release from liability in accordance with subsection (2) is based shall, in the event of a violation of an existing duty to provide information or duty of disclosure after the occurrence of an insured event, be the fact that the insurer instructed the policyholder in separate correspondence and in writing of this legal consequence.

§ 37 Delayed payment of first insurance premium

(1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.

(2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment. The insurer shall only be released from liability if he had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

§ 86 Assignment of claims

(1) If the policyholder is entitled to claim damages from a third party, this claim shall be assigned to the insurer insofar as the insurer compensates for the loss. The claim may not be assigned to the detriment of the policyholder.

(2) The policyholder shall safeguard his claim for damages or a right serving to safeguard this claim in accordance with the applicable form and time requirements, and shall assist the insurer wherever necessary in asserting them. If the policyholder intentionally breaches this obligation, the insurer shall not be obligated to effect payment insofar as he cannot as a result claim compensation for it from a third party. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce the benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence is on the policyholder.

(3) If the policyholder claims compensation from a person with whom he is sharing a common household when the loss occurs, assignment in accordance with subsection (1) cannot be asserted, unless that person intentionally caused the loss.

Section IV – Clarifications

We want to ensure that you understand your policy in full. Consequently, we are explaining the special insurance term "unexpected severe illness" and providing examples for you. Please note that the examples are not exclusive.

You are insured against unexpected serious illness by this policy. The illness has to be "unexpected" and "serious". First, we define the criterion "unexpected" and in the next step we provide examples for "serious" illness.

Case 1:

Every first occurrence of an illness after the insurance is taken out and after the trip is booked is considered to be unexpected.

Case 2:

A repeat incidence of an illness is also insured, if no treatment for this illness was given during the last 2 weeks before the insurance was taken out.

Case 3:

An unexpected deterioration of a pre-existing illness is also insured, if no treatment for this illness was given during the last 6 months before the insurance was taken out.

Regularly conducted medical examinations to establish the state of health are not counted as treatment. The examinations are not being carried out because of a specific occurrence and do not serve to treat the illness.

Example of a "serious illness", which could lead to an unreasonableness of the journey (not exclusive):

- the treating physician certified an unfitness to travel, or
- the medical impairment certified by the doctor is so severe that the insured person is unable to perceive the main travel service due to symptoms and complaints arising from the illness, or
- due to this medically certified illness of a person at risk, the presence of the insured person is needed

Example of an "unexpected serious illness" (not exclusive):

- The insured person takes out insurance for a trip that has been booked. Shortly before departure, she has a heart attack for the first time.
- The mother of the insured person is diagnosed with inflammation of the lung after the insurance has been taken out and the trip booked. Due to the illness, the mother is dependent on the care of the insured person.
- At the time when the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given during the last 6 months before the insurance was taken out. Before departure, a strong allergic reaction occurs. The doctor providing treatment establishes unfitness to travel due to the intensity of the allergic reaction.

Example of an "unexpected serious illness" for the travel curtailment insurance and emergency insurance (not exclusive):

- The insured person takes out insurance for a trip that has been booked. Shortly after departure, she has a heart attack for the first time.

- The mother of the insured person is diagnosed with inflammation of the lung after the insurance has been taken out and the trip has started. Due to the illness, the mother is dependent on the care of the insured person.
- At the time when the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given during the last 6 months before the insurance was taken out. After departure, a strong allergic reaction occurs. The doctor providing treatment recommends early return from the journey due to the intensity of the allergic reaction.

Not all the cases that can be imagined are insured. Examples where there is no "unexpected serious illness" (not exclusive):

- The insured person suffers from an illness which progresses in phases (e.g. multiple sclerosis, Crohn's Disease). Treatment for the pre-existing illness has been given during the last 6 months before the insurance was taken out or the trip was booked. Consequently, the illness is not insured.

Arbitration bodies

We would like to draw your attention at this point to the possibility of out-of-court dispute resolution.

For health insurance, the voluntary membership of HanseMerkur in the Verband der Privaten Krankenversicherung e.V (Association of Private Health Insurers) requires, according to the statutes, participation in mediation procedures through a consumer mediation office.

Ombudsman

Private Kranken- und Pflegeversicherung (Private Health & Care Insurance)

Postfach 060222

DE-10052 Berlin

Hotline: +49 1802 550 444

Fax: +49 30 204 589 31

You can find further information online at:
www.pkv-ombudsmann.de.

For the other insurance categories, participation is on the basis of voluntary membership of the Versicherungsombudsmann e.V. (insurance ombudsman organisation).

Versicherungsombudsmann e.V.

Postfach 080 632

DE-10006 Berlin

Tel.: +49 800 3696000

Fax: +49 800 3699000

E-mail: Beschwerde@versicherungsombudsmann.de

You can find further information online at:
www.versicherungsombudsmann.de.

We would also like to draw your attention at this point to the possibility of out-of-court online dispute resolution. The EU Commission has provided an online platform for this which you can access at the following link: www.ec.europa.eu/consumers/odr.