

# Insurance terms and conditions for travel insurance

VB-RKS 2021 (SFE12-A)

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 Austria.

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 three 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 Insurance Contract Act (VersVG).

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Sections I and III apply for all insurance divisions. The individual insurance policies in Section II only apply if they are included in the insurance certificate.

## Section I – General Terms and Conditions

(applicable to all types of insurance specified in the Policy schedule)

### 1 By which date does your insurance policy need to be concluded?

Any insurance contract that includes travel cancellation insurance must be concluded within 3 working days (Monday - Saturday) of booking the trip (booking date + 3 working days) at the latest. If the insurance is concluded later, the cover shall only cover events that occur from the 10th day after conclusion of the insurance ("qualifying period"), provided that the premium has been paid. In the case of other insurance policies, the policy must be taken out prior to departure.

### 2 When does the insurance cover start and end?

2.1 If the conclusion period for the insurance policy has been met, the insurance cover for cancellation shall commence upon payment of the premium. If concluded later, the insurance cover begins when the premium is paid, but not before the 11th day after conclusion of the insurance. With respect to other insurance types, the insurance cover shall commence upon payment of the premium but not before the departure for the insured trip. For the purposes of travel health insurance, and insofar as no insurance cover expressly exists in the country of residence for individual benefits, the trip shall be considered to have commenced upon crossing the border into another country, and in all other instances and for other types of insurance, when the first travel service has been used whether in whole or in part.

2.2 In the case of travel cancellation insurance, the insurance cover ends upon commencement of the trip. In the case of all other types of insurance, it ends after the agreed duration, but no later than the end of the insured trip. In the case of travel health insurance, the insurance cover for all benefits that apply abroad ends upon crossing the border back into the country of residence. The insurance cover is extended past the agreed endpoint if the planned end of the trip is delayed for reasons beyond your control.

### 3 When is the premium due?

3.1 Premiums are set out in the premium table. The premium under this policy is payable immediately upon conclusion of the contract. This is irrespective of any right to cancel.

3.2 If you fail to pay the first premium, we will be entitled to withdraw from the policy and will be released from obligations if the premium remains unpaid. In this, we observe the provisions under Articles 38 to 39a of the Insurance Contract Act (VersVG). **You will find these in Section III.**

3.3 If you have agreed to the premium being collected from your account, this shall take place as soon as the mandate is set up. The payment is considered to have been made in a timely manner if the premium can be collected on the due date, and you do not dispute collection of the correct payment.

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

### 4 Who is insured?

The persons insured are those named in the insurance certificate or the confirmation issued by the organiser, or the group of individuals specified in the insurance certificate.

### 5 In which cases is the insurance cover restricted or excluded?

#### 5.1 Fraud and deliberate intent

We do not pay benefits if you or another insured person 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. We shall also be released from our obligation to provide benefits if the insured event was caused intentionally by you or another insured person. If fraud or fraudulent intent has been determined by an enforceable criminal judgment, it shall be deemed to have been proven. There is no insurance cover for suicide or attempted suicide by the insured person.

#### 5.2 Gross negligence

If an insured event occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we shall be released from the obligation to provide benefits. This restriction does not apply to insurance events caused by gross negligence under the accident and liability insurance. Insurance cover is still provided in these cases.

#### 5.3 Lockdowns, regional or interregional contact restrictions or curfews

We do not provide cover if you or a risk person covered under this policy is not able or not permitted to leave, enter, transit or continue the trip due to local (e.g. residential building complex), regional (e.g. districts, cities or counties) or interregional (more than one city or county) quarantine measures, contact restrictions or curfews imposed by public authorities.

#### 5.4 Quarantine requirements on arrival

We do not provide cover for costs incurred due to quarantine measures ordered by authorities immediately upon arrival in the country of destination owing to entry requirements. In addition, we do not provide cover for unused travel services if you are unable to use booked travel services due to these quarantine measures imposed by public authorities.

#### 5.5 Alcohol, drugs, medications

There is no insurance cover for events suffered by the insured person as a result of the negative effects of alcohol, narcotics or medications, or discontinuation of a prescribed treatment.

#### 5.6 Contests

There is no insurance cover for events occurring at motor sports competitions (drives and rallies) or the corresponding training.

#### 5.7 Events before conclusion of the contract

No insurance cover shall be provided for events which had already occurred at the time the insurance was taken out or by the time of embarking on the trip; the same applies to events which, at the time the trip commenced, were known to be bound to occur if the trip was carried out as planned. This also applies to pre-contractual ailments.

#### 5.8 War, civil unrest and other events

Unless otherwise specified in Section II, insurance cover is not extended for damage caused by epidemics, pandemics, war, civil war, warlike events, civil unrest, strikes, ionising radiation as defined by the current version of the Austrian law on radiation protection (Strahlenschutzgesetz, StrSchG), nuclear energy, confiscation, removal or other interventions from authorities. Furthermore, there is no insurance cover for events arising out of violent disorders connected with a public assembly or demonstration, if you or insured persons actively take part in it. We do not pay benefits for events on trips that were commenced, or not terminated immediately, despite a travel warning being issued by the Federal Ministry for Europe, Integration and Foreign Affairs.

#### 5.9 Natural disasters

Unless expressly covered in Section II, we do not pay benefits for events due directly or indirectly to natural disasters, seismic phenomena or the effects of the weather.

## 5.10 Loss of enjoyment

No compensation is paid for loss of enjoyment.

Note: Please note also the restrictions to the individual insurance policies in Section II of these insurance terms and conditions.

## 6 What requirements must be complied with in the event of a claim (obligations)?

We are unable to provide our services without your cooperation and that of the person insured. Consequently, please note the following clauses, in order not to put your insurance cover at risk.

### 6.1 Obligation to minimise damage

You should make every effort to keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs. Please contact us if you are unsure or have any questions.

### 6.2 Obligation to make the claim

You or the insured person must make the claim to us as soon as possible and no later than upon completion of the trip.

### 6.3 Obligation to provide information on the claim

In the event of illness, serious accident, pregnancy, an adverse reaction to vaccinations or breakage or loosening of implants, we will require relevant medical certificates containing the diagnosis (not self-diagnosis) and, in the event that the trip is cancelled, proof of submission of the sick note to Sozialversicherung [the social insurance fund].

You or the insured person must promptly and accurately complete and return the claim form which we send.

The same applies to any requests we make for receipts and information or evidence pertaining to the case.

If we consider it necessary, we may have evidence checked by an independent third party.

### 6.4 Obligation to secure claims for compensation against third parties

If you or the insured person have a basis to claim compensation from a third party, this right is assigned to us, insofar as we make good the damage. The assigned claim cannot be used to your disadvantage. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and you must assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

### 6.5 Consequences of non-compliance with obligations

If you fail to comply with the above-mentioned obligations intentionally or through gross negligence, we shall be released from our obligations. In this, we comply with the provisions under Article 6 of the Insurance Contract Act (VersVG). **You will find these in Section III.**

Note: Please also note the relevant special obligations for the individual insurance policies in Section II of these insurance terms and conditions.

## 7 What requirements must be complied with when the compensation payment is made?

### 7.1 Deadline for our payment

Once the proof of insurance and premium payment are available and we have confirmed our liability to pay and the

amount of compensation, we will pay this within two weeks at the latest.

If we have confirmed our liability to pay, but we have been unable to determine the amount of compensation within one month of receipt of the claim form, you can demand a reasonable down-payment on the compensation.

If official enquiries or a criminal prosecution have been initiated against you or an insured person in connection with the insured event, we can postpone the settlement of the damage until the legal conclusion of this process.

### 7.2 Compensation from other insurance policies

If compensation for the insured event can be claimed from another insurance policy, that policy shall take precedence, unless this relates to accident insurance cover. If the insured event is first reported to us, we shall make an advance payment.

### 7.3 Conversion of costs incurred in foreign currencies

Any costs incurred in a foreign currency shall be converted into the currency used in Austria at the exchange rate applicable on the day when we receive the relevant receipts. For traded currencies, the latest official daily exchange rate shall constitute as the exchange rate applicable on the day, unless you can show that the currency necessary to pay the invoices was acquired at a less favourable rate.

## 8 Which law applies and what is the limitation period for claims? To whom do the provisions apply?

8.1 **Austrian law applies.** If insurance is taken out outside Austria, the law of the country in which it was taken out applies.

8.2 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.v.de/datenschutz/information](http://www.hmr.v.de/datenschutz/information) or contact us. We will be happy to provide you with a copy.

8.3 Please note that your claims from this insurance policy may expire. Please find the details and deadlines in Article 12 of the Insurance Contract Act (VersVG). **You will find these in Section III.**

8.4 All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

## 9 What requirements must be complied with when communicating with us?

All notifications and statements intended for us should be directed to our main administrative office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium etc.). The language of the contract is German.

## Section II – Policy schedule

(depending on the scope of insurance selected)

### Cancellation and curtailment cover

Includes the regulations for the following insurance cover:

- A: Cancellation cover
- B: Travel curtailment cover
- C: Additional return travel cover

### 1 What is the minimum sum insured?

The insurance amount shall correspond to the price of the trip, if a price-based tariff is concluded. If a rate model is taken out that is contingent upon the price of the trip, the sum insured amounts to EUR 3,000.

## 2 When is an insured event deemed to have occurred?

An insured event has occurred if you or persons at risk are affected by one of the events described in Sections A-C, clause 2 after the insurance cover begins. In the absence of any agreements to the contrary in the rate model, the following are deemed to be persons at risk:

- a) Persons who have booked a trip jointly with you. This does not apply if more than 6 persons 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.
- d) 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.

- e) in the case of events pursuant to Section A: Cancellation cover clause 2.1 d) and Section B: Travel curtailment cover clause 2.1 d).
  - People who have booked a trip jointly with you and people who live in your household. This does not apply if more than 6 persons book a trip together.
  - People who live with you in the same household.

## 3 Restriction for psychological reactions

Unless insurance cover expressly exists in accordance with the following, we do not pay benefits for illnesses arising from a psychological reaction to

- terrorist attacks,
- air or bus accidents
- or the fear of civil unrest,
- acts of war,
- force majeure,
- illnesses or epidemics.

## 4 What should be borne in mind with when cancelling a trip (obligations)?

— Supplements to Section I clause 6 —

### 4.1 Immediate notification

In order to keep the costs as low as possible, you must immediately notify the booking office and cancel the booking in the case of an insured event. In any case, you are obliged to have your fitness to travel assessed by the doctor treating you as soon as you fall ill. In cases where you are unfit to travel due to illness, but the fitness can be restored by the time the trip commences, you may contact us so that we can decide whether not to cancel the trip and grant you further insurance cover for waiting with the cancellation.

### 4.2 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 6.5.

## A: Cancellation cover

### 1 What insured benefits are provided by your cancellation cover?

In the event of an insured event (see clause 2), you will receive the following benefits which must have arisen at the time of the first occurrence of the insured event (objective inability to travel). Any subsequent occurrence of inability to travel before commencement of the trip does not constitute any additional insurance cover. Costs which arise after the occurrence of the insured event (additional cancellation costs as a result of tiered cancellation costs) will not be covered by the insurance benefits. Unless otherwise stipulated in the contract, the insurance cover shall be applicable worldwide.

#### 1.1 Benefits for cancellation costs

We shall reimburse you for the cancellation costs you are contractually required to pay if you do not go on the trip. This includes the agency fee in the amount of up to EUR 100, insofar as this was already contractually agreed, incurred and invoiced at the time of booking the trip or rented property and was included in the scope of cover by increasing the sum insured by the amount of the agency fee.

#### 1.2 Benefits for additional outward journey costs

If the departure is delayed, we shall reimburse the additional travel costs whose type and quality correspond to those originally booked. We shall reimburse these additional costs up to the amount of cancellation costs that would have been incurred if the trip had been cancelled.

#### 1.3 Cost of re-booking

If a trip is rebooked, we shall reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred if the trip had been cancelled. If you rebook the flight up to 42 days before the start of the trip in circumstances where an insured event has not occurred, we will reimburse the rebooking costs up to EUR 30 per person or room.

#### 1.4 Participant default protection

Insofar as a group trip with participant cancellation cover has been concluded and all participants in the group are insured, we shall reimburse the additional costs if the pro rata travel price of the insured persons travelling increases due to the non-appearance of one or more insured persons as a result of an insured event.

#### 1.5 Teacher absenteeism protection

Provided that a teacher absenteeism insurance policy has been taken out and all participants in the group are insured, the risk of cancellation of the entire school/class trip shall be covered if the supervising teacher is unable to attend the school/class trip for an insured reason. The assumption is that there will be a shortfall of two teachers.

#### 1.6 Optional payment of the balance of the tour price

In the event of loss of employment in accordance with clause 2.2 e) or short-time work in accordance with clause 2.2 h), we will optionally reimburse the contractually owed balance of the tour price instead of the cancellation costs. The refund will be made after commencement of the trip and is limited to the amount that would have been incurred if the trip had been cancelled.

### 2 When is an insured event deemed to have occurred under the cancellation cover?

Insurance cover is provided if occurrence of one of the events listed below means that undertaking the booked trip or taking part in the booked event is impossible or unreasonable.

## 2.1 Events covered for insured persons or persons at risk

Insurance cover is provided if you cancel or rebook your trip, or are forced to depart at a later date due to

a) unexpected and serious illness.

Unexpected illness is:

- Every first occurrence of an illness after the insurance is taken out and after the trip is booked.
- A repeat incidence of an illness, if no treatment for this illness was given during the last 2 weeks before the insurance was taken out.

Unexpected illness is the unexpected deterioration of an existing condition.

Illness is serious if:

- the doctor carrying out treatment establishes unfitness to travel; or
- the medical impairment certified by the doctor is so severe that you are unable to travel due to symptoms and complaints arising from the illness; or
- due to this medically certified illness of a person at risk, your presence is needed at the location.

b) death, serious injury due to an accident, pregnancy or complications during pregnancy.

c) breaks in prostheses or loosening of implanted joints.

d) if it is suspected that you or another risk person covered under the policy are infected with coronavirus (COVID-19) and for this reason are

- required to self-isolate (quarantine) as a result of an official measure (e.g. an order) or an order by an authorised third party (e.g. medical practitioner) based on a legal provision (e.g. a regulation); or
- denied carriage or entry into the insured rental property by authorised third parties (e.g. airport staff, landlord) on the date of the outward trip (at the start of the trip).

## 2.2 Events covered for insured persons

Insurance cover is provided if you cancel or rebook your trip, or are forced to depart at a later date due to

a) substantial unexpected damage to your home due to fire, a breached water pipe, burglary or force majeure, whereby your presence at home is essential. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.

b) the filing of a divorce petition or dissolution of a registered partnership (or the appropriate petition in the case of an uncontested divorce) with the court of jurisdiction immediately preceding the joint trip of the married couple. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.

c) an unexpected summons to court, where the responsible court does not accept your travel reservation as a reason to postpone the summons.

d) being unexpectedly called up for basic military service, duty training for the Armed Forces or civilian service, whereby this cannot be postponed, and the costs are not covered by another party. The transfer or deployment of regular and professional soldiers is not covered.

e) loss of a job arising from termination of the employment relationship by the employer for which you are not responsible. Insurance cover is also provided if your parents lose their job as a result of termination of the employment relationship by the employer for which they are not responsible and this means that you are unable to participate in a class excursion. The loss of contracts by self-employed persons and insolvency of self-employed persons are not covered.

f) commencing employment after being previously unemployed. A precondition is that you or the insured person must have been registered as unemployed at the time of booking the trip. The commencement of work placements, operational or training activities of any type, or the commencement of work by pupils or students during or after a period of study is not covered under this policy.

g) a change of jobs, whereby the insured travel time falls within the trial period of the new professional activity. To

be covered, the insured trip must have been booked before the insured person has become aware of the change of jobs.

h) reduction in working hours due to economic circumstances with an expected reduction of income at least equal to one regular monthly net salary, provided that the employer announces the reduction in working hours between the time when the policy is contracted and the start of the trip. In the case of a school outing or class trip, this regulation also applies if the parents of an insured pupil are affected by a reduction in working hours.

i) non-promotion in the case of school or class trips, or failure to pass final examinations in the case of a booked end-of-school trip, or a similar final examination after at least 3 years of training.

j) adverse reaction to vaccination.

k) a traffic accident that you suffer in a private vehicle directly on the way to the starting point of your trip (airport, train station, port).

l) a dog's unexpected serious illness, serious accident or adverse reaction to a vaccination, provided that the insured person was already owner of the animal in question prior to policy inception date. However, refusal to accept a vaccination and insufficient build-up of the antibody level prescribed for the country of travel are not covered.

## B: Travel curtailment cover

### 1 What insured benefits are provided by your travel curtailment cover?

In the case of an insured event (see clause 2), you will receive the following benefits.

#### 1.1 Unused travel services

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 shall reimburse the insured travel costs. The days of departure and return are both included as full travel days.

b) If the trip is curtailed or interrupted, we shall reimburse the travel services that were not used.

If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we shall reimburse the unused travel days. The compensation is calculated as follows:

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

For the calculation of the original length of the trip, the days of departure and return are both included as full days.

#### 1.2 Death of all insured persons

We shall not refund the full or pro-rata price of the trip if all the insured persons die during the trip.

### 2 When is an insured event deemed to have occurred under the travel curtailment cover?

Insurance cover is provided if occurrence of one of the events listed below means that completing your trip or event as planned is impossible or unreasonable.

#### 2.1 Events covered for insured persons or persons at risk

Insurance coverage exists

a) in the event of an unexpected and serious illness. (see Section A for definitions: cancellation cover, clause 2.1 a).

b) in the event of death, serious injury due to an accident, pregnancy or complications during pregnancy.

c) in the event of breaks in prostheses or loosening of implanted joints.

d) if it is suspected that you or another risk person covered under the policy are infected with coronavirus (COVID-19) and for this reason are

- required to self-isolate (quarantine) as a result of an official measure (e.g. an order) or an order by an authorised third party (e.g. medical practitioner) based on a legal provision (e.g. a regulation); or
- denied carriage or entry into the insured rental property by authorised third parties (e.g. airport staff, landlord) on the date of the outward trip (at the start of the trip).

## 2.2 Events covered for insured persons

Insurance coverage exists in the event of substantial damage to your home due to fire, a burst water pipe, burglary or natural events rendering your presence at your place of residence a necessity. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.

## C: Additional return travel cover

### 1 What insured benefits are provided by your additional return travel cover?

In the case of an insured event (see clause 2), you will receive the following benefits. Unless stipulated otherwise by the contract, the insurance cover applies worldwide.

#### 1.1 Benefits for follow-up travel costs if you have to curtail your trip

If you have booked a round trip, we shall cover the necessary transport costs for you to re-join the travel group from the location where the trip had to be interrupted, up to a maximum amount equal to the value of the remaining unused travel services. However, all reimbursement claims from transport companies due to unplanned deviations from the planned route of travel caused by you (e.g. emergency landing) are excluded.

#### 1.2 Benefits for additional accommodation costs

Depending on the type or category of booked travel services, we shall cover the additional costs of accommodation and catering up to the amount of the sum insured if it is imperative that the length of stay be extended.

If

- a risk person travelling with you is unfit to travel due to an insured event, or
  - one of the events listed under clause 2.1 d) or 2.2 b) occurs
- we will reimburse these costs at least up to EUR 2,500.

#### 1.3 Benefits for additional return travel costs

We shall reimburse you for the additional return travel costs (not, however, the costs of repatriation of mortal remains in the case of death) you can verify and other additional costs that are the direct result of this, such as accommodation and catering costs (not, however, treatment costs). The costs will be reimbursed under consideration of the quality of the trip originally booked. If the return journey needs to be made by aircraft and this is different from the booked journey, only the cost of a seat in the lowest class of the aircraft shall be reimbursed. However, all reimbursement claims from transport companies due to unplanned deviations from the planned route of travel caused by the you (e.g. emergency landing) are excluded.

### 2 When is an insured event deemed to have occurred under the additional return travel cover?

Insurance covers is provided if occurrence of one of the events listed below means that continuing or completing your booked trip or event as planned is impossible or unreasonable.

#### 2.1 Events covered for insured persons or persons at risk

Insurance cover is provided if you are unable to continue or complete your trip as planned as a result of

- a) in the event of an unexpected and serious illness. (**see Section A for definitions: cancellation cover, clause 2.1 a).**
- b) in the event of death, serious injury due to an accident, pregnancy.
- c) in the event of breaks in prostheses or loosening of implanted joints.
- d) if it is suspected that you or another risk person covered under the policy are infected with coronavirus (COVID-19) **and** for this reason are
  - required to self-isolate (quarantine) as a result of an official measure (e.g. an order) or an order by an authorised third party (e.g. medical practitioner) based on a legal provision (e.g. a regulation); or
  - denied carriage or entry into the insured rental property by authorised third parties (e.g. airport staff, landlord) on the date of the outward trip (at the start of the trip).

Admission to a hospital or treatment facility does not count as isolation (quarantine).

### 2.2 Events covered for insured persons

Insurance cover exists if

- a) you are unable to continue or complete your trip as planned due to substantial damage to your property as a result of fire, a burst water pipe, burglary or natural events rendering your presence at your place of residence a necessity. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- b) your return travel is delayed due to a natural disaster/force majeure (avalanche, landslide, flood, earthquake, tornado) at your holiday destination.

## Travel health insurance

### 1 What insured benefits are provided by your travel health insurance?

If an insured event occurs (see clause 2; for restrictions see clause 3), you will receive the following benefits. The normal costs arising in the official currency of the country of destination shall be reimbursed, in an unlimited amount, unless another amount is specified below. The following deductible applies:

If you are covered by social or private insurance, please claim your benefits there first. If you fail to do so or if no benefit is paid under such insurance, our indemnity shall be reduced by 20 %.

#### 1.1 Information services

In the event of illness or accident, we provide information on request through our emergency call service about the possibilities for medical care of the insured person. As far as possible, we will provide you with details of German- or English-speaking doctors.

#### 1.2 Cost of medical treatment abroad

If an insured event occurs, we will reimburse you for the cost of medical treatment. Medical treatment within the meaning of these terms and conditions is defined as medically necessary

- 1.2.1 out-patient treatment, including medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage and medically necessary abortions.
- 1.2.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist.
- 1.2.3 urgent in-patient treatments, if they take place in a facility that is generally recognised as a hospital in the country of destination, is under continuous medical management, has adequate diagnostic and therapeutic facilities and keeps medical records. The costs are limited to EUR 300,000 per insured event.



- 1.2.4 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner).
- 1.2.5 radiation therapy, light therapy and other physical treatments prescribed by a doctor.
- 1.2.6 massages, medicinal packs, inhalations and physiotherapy prescribed by a doctor.
- 1.2.7 aids prescribed by a doctor that are required for the first time as a result of an accident and used to treat the consequences of the accident.
- 1.2.8 radiographic examinations.
- 1.2.9 operations that cannot be delayed.
- 1.2.10 ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.

### **1.3 Declaration to cover the costs of medical treatment for hospitals**

- 1.3.1 If an insured event occurs, we will provide the hospital with a guarantee to assume costs through our emergency assistance service, if desired. Before this can happen, a copy of your ID card or passport must be presented to our emergency assistance service.
- 1.3.2 If a performance obligation of this travel health insurance policy, another private health insurance policy or a public health insurance policy does not exist, we will provide a guarantee to assume costs of up to EUR 15,000 in the form of a granted loan for you. The amounts advanced by us shall be repayable by you within one month of the invoice date.

### **1.4 Additional assistance abroad**

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance coverage because you are shown to be unable to return home, we are required under these terms and conditions to continue to provide coverage (including repatriation if this should become necessary) until such time as the person is able to travel again.

### **1.5 Insurance benefits for newborns**

We will also cover the cost up to EUR 50,000 of the necessary treatment of a newborn child abroad in the case of birth during the trip.

### **1.6 Cost of repatriation/repatriation of mortal remains/burial**

- 1.6.1 We reimburse the additional costs of repatriation to the nearest suitable hospital at the place of residence of you, provided the return transport is medically appropriate and reasonable; this shall be by rail, bus, ambulance or aircraft depending on the condition of you. The medical necessity and justifiability of repatriation shall be assessed by one of the insurer's consultant doctors, in agreement with the doctor treating the insured person in the country of destination.
- 1.6.2 We also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities or required by the transport company involved. The costs are limited to EUR 2,500 per insured event.
- 1.6.3 In addition, we reimburse the additional costs of repatriation to the nearest hospital at the place of residence of the insured person, provided
  - the doctor providing the treatment believes that the hospital treatment abroad is likely to last more than 10 days and
  - the expected cost of medical treatment abroad exceeds the cost of repatriation.
- 1.6.4 We also reimburse the cost of burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains, or the necessary additional costs that arise in the event of the decease of you through the transfer of the deceased to the normal place of residence.

### **1.7 Additional return travel costs after the hospital stay**

If you return from the trip at a later date as a result of a hospital stay, we will reimburse you for the demonstrable additional return travel costs that result and the other additional costs that immediately result from this, such as accommodation and catering costs (not, however, treatment costs). The costs will be reimbursed based on the quality of the originally booked trip. If the return journey needs to be made by aircraft and this is different from the booked journey, only the cost of a seat in the lowest class of the aircraft shall be reimbursed. If you terminate your trip after a hospital stay of at least 3 days – even if not medically necessary – we organise your return travel, by rail, bus, ambulance or aircraft depending on your ability to travel, in the presence of a doctor if required (but not by means of an ambulance aircraft), and cover the additional return travel costs.

### **1.8 Delivery of medications**

If you require prescription medicines, which have been lost during the trip, we shall provide a replacement in coordination with your family doctor and send it to you. You are required to reimburse us for the cost of replacement medications within one month after the end of the trip.

### **1.9 Exchange of information between family doctor and treating doctor**

If you are hospitalised due to an illness or the consequences of an accident, we shall facilitate contact via our emergency assistance service between a doctor appointed by us and the family doctor of you and the treating hospital doctors, and arrange for information to be exchanged between the medical practitioners involved during the stay in a hospital. We shall provide the information to relatives upon request.

### **1.10 Alternative daily hospital allowance**

For travel abroad, you may choose to receive either a daily hospital allowance (in the amount of EUR 50/day for a maximum of 30 days) from the start of the medically necessary treatment due to an illness or injury suffered during a trip abroad, or you may choose to have the costs of the medically necessary in-patient treatment reimbursed. The decision must be made without delay at the beginning of the in-patient treatment.

### **1.11 Cost of calling the emergency assistance hotline**

If an insured event occurs, we shall reimburse the telephone costs incurred by you when calling our emergency assistance hotline, in the amount of up to EUR 25.

### **1.12 Hotel costs**

In the event of a hospital stay we shall reimburse the insured person for the additional accommodation costs resulting from organising patient repatriation or transfer. We shall reimburse additional accommodation costs if the booked trip has to be interrupted or extended because the insured person requires in-patient treatment at a hospital. The costs are limited to a total of EUR 2,500 and will be reimbursed for a maximum of 10 days.

### **1.13 Hospital visits**

If it is clear that you will have to stay in a hospital for longer than 5 days, we shall arrange upon request for a person closely related to you to travel to the location of the hospital and back to their place of residence, and we shall assume the transport costs for the journey there and back, as well as the costs of the overnight stay. Provided that the in-patient treatment has not been completed by the time the relative or friend arrives.

## **2 When is an insured event deemed to have occurred?**

### **2.1 Illness or accident**

A Medically necessary treatment of you due to illness or 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. If the treatment needs to be extended to the consequences of an illness or accident which are not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. Necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary abortions and death are also considered to be insured events.

### **2.2 Freedom of choice between registered doctors**

When abroad, you are free to choose between recognised and accredited doctors and dentists in the country of destination, provided these charge fees based on the relevant official, applicable fee schedule for doctors and dentists - if available - or based on fees generally charged for similar medical care in the local area.

### **2.3 Insured types of treatment**

We pay within the limits of the contract for diagnostic and treatment methods and medications that are generally recognised by conventional medicine. In addition, we pay for methods and medications which have proved equally promising in practice or which are used because no conventional methods or treatment are available. We can however reduce our payments to the amount that would have been incurred by the use of available conventional methods or medications.

## **3 What restrictions of the insurance cover must be complied with?**

### **3.1 Restrictions of coverage**

- 3.1.1 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, we can reduce the benefits to a reasonable level.
- 3.1.2 If the insured person is entitled to benefits from statutory accident or pension insurance, statutory healthcare or accident assistance, we may deduct the statutory benefits from the insurance benefits, without prejudice to the entitlement to daily hospital allowance.

### **3.2 Exclusions of cover**

We do not provide cover for:

- 3.2.1 treatment abroad which was the sole purpose or one of the purposes for making the journey.
- 3.2.2 treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse or a relative of the first degree.
- 3.2.3 spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or a serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services agreed in writing by the insurer before the start of treatment.
- 3.2.4 addiction treatment, including withdrawal.
- 3.2.5 out-patient treatment in a spa or health resort. The restriction does not apply if the treatment is necessary because of an accident occurring at the site. The restriction does not apply for illnesses if you were only visiting the spa or health resort briefly and was not staying for the purposes of treatment.

- 3.2.6 aids, even if prescribed by a doctor, if they are not required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- 3.2.7 treatments by spouses, parents or children or by persons with whom you are living in their own home or a home being visited. Demonstrable costs of materials will be reimbursed in accordance with the tariff.
- 3.2.8 treatment or accommodation caused by infirmity, a need for care or custody.
- 3.2.9 hypnosis, psycho-analytical and psycho-therapeutic treatment.
- 3.2.10 dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures.
- 3.2.11 treatment for HIV infections and their consequences.
- 3.2.12 vaccinations or screening examinations.
- 3.2.13 treatment for disorders of and/or damage to the reproductive organs.
- 3.2.14 organ donations and their consequences.

## **4 What requirements must be complied with in the event of illness (obligations)?**

— Supplements to Section I clause 6 —

### **4.1 Obligation to make immediate contact**

In the event of in-patient treatment in hospital and before the start of extensive diagnostic and therapeutic measures, you or the insured person must immediately contact our global emergency call service.

### **4.2 Consent to repatriation**

If we advocate repatriation according to the type of illness and its need for treatment, if the patient is fit to be transported, you or the insured person must agree to the return transport to the place of residence or to the nearest suitable hospital to the place of residence.

### **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 6.5.

## Travel assistance insurance

### **1 What insured benefits are provided by your travel assistance insurance?**

If an insured event occurs (see clause 2), the following benefits are provided.

#### **1.1 Criminal prosecution**

If you are arrested or threatened with arrest, we can assist in finding a lawyer and/or interpreter. In addition, we will provide up to an amount of EUR 13,000 to cover any bail which might be demanded by the authorities as a loan. You must repay the advanced amounts (loan) to us immediately upon reimbursement by the authority or the court, at the latest within 3 months of the disbursement.

#### **1.2 The abduction of the insured person**

In the event of abduction/kidnapping of you or the travel companion of the insured person, we grant a loan per insured person up to an amount of EUR 10,000. Before a loan can be granted, a copy of your personal ID card or passport must be presented to our emergency assistance service. The loan must be repaid within one month after the end of the trip in one lump sum.

### 1.3 Emergency message

If you cannot be reached during the trip, we shall endeavour to alert you using an emergency message (e.g. via the broadcast media) and cover its cost.

### 1.4 Care of minors travelling with the insured person

We shall also organise and pay for the care of minors if the child has to continue or curtail the trip on its own, provided all the accompanying persons or the only person accompanying the child on a trip is unable to complete the trip as planned due to death, serious accident or unexpected serious illness.

### 1.5 Loss of travel money

If you experiences a financial emergency due to the loss of their means of payment through theft, robbery or other loss, we contact their bank via our emergency assistance service. If necessary, we help in transferring an amount made available by the bank to you. If it is not possible to contact the bank within 24 hours, we provide you with a loan up to an amount of EUR 1,500 via our emergency assistance service, subject to presentation of a copy of a personal ID card or passport. The loan must be repaid within one month after the end of the trip in one lump sum.

### 1.6 Loss of credit and EC/Maestro debit cards

In the event of loss of credit or debit cards, we 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.

### 1.7 Loss of travel documents

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

### 1.8 Booking changes/delays

If you get into difficulty because they miss a booked transport service or because the booked transport is delayed or cancelled, we will help the insured person to change the booking. The costs of changing the booking and increased travel costs shall be borne by you. We can notify third parties of the insured person's itinerary changes upon request.

## 2 When is an insured event deemed to have occurred?

An event is covered by the insurance policy if you are faced with an emergency which is insured under clause 1 during your trip. Our global emergency assistance service will help you in cases of emergency referred to in clause 1 faced by the insured person during the trip. In order to be fully covered under our emergency insurance, the insured person or a representative of the insured person must notify our global emergency assistance service by telephone or other means upon occurrence of the insured event. If the insured person or a representative of the insured person fails to contact the global emergency service and if this results in additional costs, we will not be responsible for said additional costs.

## 3 What requirements must be complied with if an insured event occurs (obligations)?

— Supplements to Section I clause 6 —

### 3.1 Contacting our global emergency service

You or a person appointed by you must contact our emergency service immediately.

### 3.2 Receipts to be submitted

You must demonstrate the occurrence of an insured event — by submitting proof of insurance, booking documents in the original form

- in the case of death, by submitting death certificates
- in the case of significant damage to property, by submitting the appropriate documentation and submit the original receipts for all costs incurred.

## 3.3 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section I clause 6.5.

## Luggage insurance

### 1 When is an insured event deemed to have occurred?

You are covered if your luggage is affected by an insured event. We pay benefits up to the level of the sum insured and compensation limit. Several concurrent insured events are counted as one insured event and shall not lead to an increase in the compensation paid. There is an insured event if

- 1.1 luggage placed in the custody of a third party is lost, destroyed or damaged while in the custody of a carrier, accommodation establishment or luggage storage facility.
- 1.2 luggage placed in the custody of a third party does not arrive at the destination on the same day as you (overdue delivery).
- 1.3 during the remaining travel period, luggage is lost, destroyed or damaged by
  - a) criminal acts by third parties. This includes theft, burglary, robbery, blackmail for the purpose of robbery and deliberate vandalism.
  - b) an accident involving a means of transport (e.g. a traffic accident).
  - c) fire, lightning, explosion, floods, storm, landslides, earthquakes or avalanches.

### 2 What items are covered by your luggage insurance?

- 2.1 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.
- 2.2 Sports equipment, including accessories (but excluding engines), is only insured during periods when such equipment is not being used for its intended purpose.
- 2.3 Valuables are also insured. Valuables include furs, jewellery, items made of precious metals, photographic and film equipment, EDP equipment and electronic communication and entertainment systems, with accessories. Jewellery and objects made of precious metal are, however, only insured under clauses c) to e) if they are stored in a closed container that offers increased security, including against the removal of the container itself. Valuables are only insured if they
  - a) are worn or used according to their intended purpose, or
  - b) are kept in personal custody and are worn or carried safely, or
  - c) are kept in a properly locked room in a building or a passenger ship, or
  - d) had been handed over to the campsite supervisor for safe-keeping, or
  - e) had been left in a properly locked caravan/mobile home or out of sight in a fully enclosed and locked motor vehicle parked in an official campsite.

### 3 What insured benefits are provided by your luggage insurance?

If an insured event occurs (see clause 1; for restrictions see clause 5), compensation is provided up to the level of the sum insured. We will reimburse:

- 3.1 the current value of destroyed or lost items. The current value is the purchase price with a deduction for an amount corresponding to the condition (age, wear and tear, use etc.) of the insured items. If you submit a purchase receipt we will not

make a deduction for the current value if the items were less than 6 months old when the insured event occurred. For older items we will make a value deduction of 20 % of the purchase price for the first year, and a deduction of 10 % for each further year commenced. We will make a further 10 % deduction from the purchase price if you do not have purchase receipts.

- 3.2 the necessary repair costs and any remaining reduction in value in the case of damaged and repairable items, though no more than the current value.
- 3.3 the material value in the case of films as well as video, sound and data media.
- 3.4 the administrative fees for replacing identity cards, passports, motor vehicle documentation and other types of ID.

#### 4 What compensation limits must be complied with?

In the absence of any agreements to the contrary, compensatory payment is limited to EUR 1,000. Unless another agreement has been made, we shall provide compensation up to the following maximum amounts per insured event:

- 4.1 involving glasses, contact lenses, hearing aids - up to EUR 250.
- 4.2 involving golf and diving equipment, bicycles, including accessories for the aforementioned items - up to EUR 500.
- 4.3 involving surfboards, windsurfing equipment, including accessories for the aforementioned items - up to EUR 500.
- 4.4 involving musical instruments, including accessories (if taken on the trip for private purposes) - up to EUR 250.
- 4.5 involving EDP equipment and portable communication and entertainment devices, including accessories - up to EUR 250.
- 4.6 involving replacement purchases due to delays in the delivery date - up to EUR 500.

#### 5 What restrictions of the insurance cover must be complied with?

##### 5.1 Limitations for motor vehicles and watercraft

We only pay benefits for damage to luggage in unsupervised motor vehicles/trailers/water sport vessels by criminal acts of third parties if 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. We do not pay compensation here for the valuables and photographic and film equipment, EDP equipment and electronic communication and entertainment systems, with accessories, listed under clause 2.3.

Supervision is defined only as the continuous presence of an insured person or a trustworthy person instructed by him near the item to be insured, but not, however, the supervision of a location open for general use (e.g. parking area, harbour etc.). We only pay benefits if the damage can be shown to have taken place between 6.00 and 22.00 or it occurred during a break in travel of not more than 2 hours.

##### 5.2 Restrictions for camping

Insurance cover for damage to luggage during camping caused by criminal acts of third parties is only valid on **official campsites** (established by authorities, associations or private companies).

If you leave items **unsupervised** (definition in clause 5.1.) in a tent, insurance cover for damage due to criminal acts of third parties is only valid if the damage can be shown to have taken place between 6.00 and 22.00 and the tent is closed.

Valuables and photographic and film equipment, EDP equipment and electronic communication and entertainment systems, with accessories are not insured if left unattended in a tent. We only replace these items if the conditions under clause 5.1 are satisfied or they were given to the management of the camping site for safekeeping or the items were in a properly locked caravan/mobile home or not visible in a fully enclosed and locked motor vehicle on an official campsite.

#### 5.3 Damage caused by loss

We do not offer cover for damage caused by items being dropped or left lying, standing or hanging.

#### 5.4 Damage caused by wear and tear

Damage caused by the natural or defective condition of the insured items (e.g. usage or wear and tear) is not insured.

#### 6 What requirements must be complied with in connection with damage to luggage (obligations)?

— Supplements to Section I clause 6 —

##### 6.1 Securing compensation claims against third parties

You must immediately notify the authorities that you have chosen to transport your luggage of any damage to checked-in luggage and damage due to overdue delivery and obtain written confirmation thereof. 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

You must immediately report damage due to criminal acts of third parties and fire damage to the responsible police station, providing a complete list of all items involved in the incident, and you must obtain written confirmation of this. The list to be submitted to the police of all items affected by the incident 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 6.5.

### UV – Travel accident insurance

#### 1 What insured benefits are provided by your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?

##### 1.1 Disability benefit

Disability is defined as damage due to an accident which affects

- physical or
- mental ability

permanently. Impairment is considered permanent if it is expected to last longer than 3 years and no change in this condition is expected.

If you suffer disability due to an accident, we will pay the disability benefit up to the level of the agreed sums insured. The sum insured is, unless otherwise agreed, EUR 30,000.

The following deadlines and other preconditions apply to disability benefit.

- 1.1.1 The disability must occur within 15 months of the accident and be confirmed in writing by a doctor.
- 1.1.2 You must notify us of the disability claim within 6 months of the disability being identified. If you miss this deadline, any right to disability benefit lapses.
- 1.1.3 Should you die as a result of the accident within 1 year of the accident, no entitlement to disability benefit shall exist. In this

event, we pay a death benefit (clause 1.2), if this has been agreed.

- 1.1.4 You will receive the disability benefit as a one-time payment. The bases for the calculation of the benefit are the agreed sums insured and the level of disability caused by the accident.
- 1.1.5 The level of disability is based on the disability rating below, if the body parts or sensory organs are referred to there, and otherwise on the extent to which the normal physical or mental capacity has been permanently reduced (clause 1.1.6). The determining factor is the accident-related state of health observable no later than the end of the third year after the accident.

In the event of loss or complete loss of function of the following body parts or sensory organs, only the following disability levels apply.

Arm	70 %
Arm above the elbow	65 %
Arm below the elbow	60 %
Hand	55 %
Thumb	20 %
Index finger	10 %
Any other finger	5 %
Leg above the centre of the thigh	70 %
Leg up to the centre of the thigh	60 %
Leg to below the knee	50 %
Leg to the centre of the lower leg	45 %
Foot	40 %
Big toe	5 %
Other toe	2 %
Eye	50 %
Hearing in one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

In the event of partial loss or partial loss of functionality, the corresponding part of the disability level shown applies.

- 1.1.6 For other body parts or sensory organs, the disability level depends on the extent to which the normal physical or mental capacity has been permanently reduced. The benchmark for comparison is an average person of the same age and gender. The assessment is made exclusively from a medical viewpoint.
- 1.1.7 There is a pre-disability if body parts or sensory organs had already been permanently impaired before the accident. This is assessed according to clauses 1.1.5 and 1.1.6. The disability level is reduced by this pre-disability.
- 1.1.8 Disability level when several body parts or sensory organs are impaired
- Several body parts or sensory organs may be impaired as the result of an accident. In that case, the disability levels which were calculated according to the above provisions are combined. However, this cannot total more than 100 %.
- 1.1.9 If the insured person dies before the disability is assessed, we will pay a disability benefit if the death does not occur due to an accident within the 1st year after the accident (clause 1.1.3) and the other requirements for the disability benefit according to clause 1.1 are met.
- We pay according to the disability level which would have been expected on the basis of the medical findings.
- 1.1.10 There may be changes in the state of health after the assessment of the disability level. You and we are entitled to have the degree of disability re-assessed by a doctor on an annual basis. This right is open to you and to us for 3 years at most after the accident. If we wish to make new assessment, we will inform you of this together with the statement on our benefit commitment. If you wish to make a new assessment, you must inform us of this within 3 years after the accident.
- Should the final assessment reveal a higher degree of disability than has already been honoured by us, the additional amount shall bear annual interest of 4 %.

## 1.2 Death benefit

If death occurs within 1 year of the accident, we will pay the death benefit at the level of the agreed sum insured: The sum insured is, unless otherwise agreed, EUR 5,000.

## 1.3 Costs for search, recovery or rescue efforts

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.

## 2 What qualifies as an insured event (accident)?

### 2.1 The concept of an accident

An accident has occurred if you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body.

By extension, the insurance cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident having to occur, i.e. a sudden external event having an impact upon the body.

Death due to drowning or suffocation under water during diving is also considered an accident.

### 2.2 Extended accident concept

It is also considered an accident if due to increased exertion a joint is dislocated from limbs or the spinal column, or if muscles, tendons, ligaments, capsules on extremities or the spinal column are strained or ruptured.

The meniscus and discs are neither muscles, tendons, ligaments or capsules. They are therefore not covered by this section.

Increased exertion is a movement which extends the use of muscles beyond the normal activities of daily life. The determining factor for assessing the use of muscles is your individual physical condition.

## 3 What insurance cover limitations should you bear in mind?

### 3.1 Illnesses and ailments

We only pay for the consequences of accidents. These are injuries to health and their consequences caused by the accident. We do not pay benefits for illnesses and ailments.

### 3.2 Contributory effect

If illnesses or infirmities contribute to the damage to health caused by an accident, or the consequences thereof, the benefits shall be reduced by an amount proportionate to the illness or infirmity, if this proportion is at least 25 %.

If illnesses or infirmities contribute to damage to health caused by an accident or to the consequences thereof, any entitlement to benefits shall cease to exist if this proportion is more than 50 % or if this event is explicitly excluded in clause 3.3.

### 3.3 Accidents excluded from cover

There is no insurance cover for the following accidents:

- 3.3.1 Accidents caused by impairment of consciousness or by strokes, epileptic fits or other seizures that affect the entire body. An impairment of consciousness is deemed to exist if your capacity to absorb and react is so impaired that you are no longer able to meet the requirements of the specific hazardous situation. Reasons for the impairment of consciousness may be:
- a health impairment,
  - consumption of medicines,
  - consumption of alcohol,
  - consumption of drugs or other substances that impair consciousness.

**Exception:**

If the impairment of consciousness or the seizure was caused by an accident under clause 2.1 to which insurance cover under this contract applies. In these cases, the exclusion does not apply.

- 3.3.2 Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.
- 3.3.3 Accidents caused directly or indirectly 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.

**Exception:**

If you are travelling abroad and are unexpectedly affected by war or civil war. In this case, the exclusion does not apply. Insurance cover then ceases at the end of the seventh day after the start of a war or civil war on the territory of the state in which the insured person is staying.

- 3.3.4 Accidents
- as the pilot of an aircraft or sporting airborne device, if one is required to have a certificate for same under German law.
  - as any other member of the crew of an aircraft.
  - during work activities which need to be carried out using an aircraft.
- 3.3.5 Accidents arising from participation in a motor vehicle race. The participant is every driver, front passenger or occupant of the motor vehicle. Races are such racing events or thereby associated practice runs where the objective is the achievement of the highest speeds possible.

**3.4 Excluded health impairments**

There is no insurance cover for the following health impairments:

- 3.4.1 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with clause 2.
- 3.4.2 Health impairments due to radiation.
- 3.4.3 Health impairments due to treatment measures or interventions in the body of the insured person, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with clause 2. Treatment measures or interventions include radiation for diagnostic and therapeutic purposes.
- 3.4.4 Infections.

**Exception:**

If you are infected

- with rabies or tetanus,
- or with other pathogens that have entered the body through not merely minor accident wounds. Accident wounds are minor if without the infection and its consequences, they would need no medical treatment.
- by means of such remedial measures or interventions for which insurance cover exists in exceptional cases (clause 3.4.3).

In these cases, the exclusion does not apply.

- 3.4.5 Poisoning as a result of ingesting solid or liquid substances through the gullet (entry of the oesophagus).
- 3.4.6 Health disturbances due to psychological reactions, even if these were caused by an accident.
- 3.4.7 Abdominal or inguinal hernias.

**Exception:**

If they arose through a violent external effect and the effect is covered by this policy. In this case, the exclusion does not apply.

**4 What does the insured person have to do after an accident (obligations)?**

The deadlines and other preconditions that apply to the individual types of benefit are set out in clause 1. Following an accident you must observe the following rules of behaviour (obligations).

- 4.1 After an accident that is expected to lead to a benefit, you must call a doctor promptly, follow his or her instructions and inform us.
- 4.2 We will instruct doctors, if this is necessary to check your entitlement to benefit. You must allow these doctors to examine you. We cover the necessary costs and loss of income arising from the examination.
- 4.3 In order to check the entitlement to benefit we may need information from doctors who treated you before or after the accident as well as from other insurers, insurance providers and authorities.

You must make it possible for us to receive the required information. For this purpose, you may authorise the doctors and authorities mentioned to give us the information directly. Otherwise, you can obtain the information yourself and make it available to us.

We will assume the doctor's fees that you incur in obtaining justification of the claim for benefit, up to 1 % of the insured amount. Up to 1 % of the respective insured amount can be used to cover costs for cosmetic operations and for search, recovery and rescue efforts.

We do not assume other costs.

- 4.4 If the accident leads to the death of the insured person, we must be informed within 48 hours. If it is necessary to check the eligibility for benefit, we have the right to arrange a post-mortem examination to be carried out by a doctor appointed by us.
- 4.5 **Consequences of non-compliance with obligations**

The legal consequences of a breach of one of these obligations are stated in Section I clause 6.5.

**HAFT – Travel liability insurance****1 What benefits are covered under your travel liability insurance?****1.1 Testing the claims made against you**

We will check whether an insured event has occurred and whether you are obliged to pay compensation on the basis of the legal provisions.

- 1.1.1 If the check shows that the claims against you are unjustified, we will dispute them. This includes discussions with claimants and lawyers and any court clarification.
- 1.1.2 If your obligation to pay compensation is verified and there is an insured event, we will pay the justified claim up to the level of the agreed sum insured (amount covered). The sum insured (amount covered) is, unless otherwise agreed, EUR 1,000,000. A justified claim result from
- a declaration of acknowledgement issued or approved by us,
  - a settlement concluded or approved by us or
  - a court order.
- 1.1.3 If there is a legal dispute for an insured event, we will conduct it in your name and assume any costs that arise from it. The costs will not be charged against the sum insured (amount covered). If the justified compensation claims exceed the sum insured (amount covered), we will only cover the costs in the proportion of the sum insured to the total amount of the claims. In such cases, we shall be entitled – by paying the sum insured (amount covered) and our proportion of the costs incurred so far corresponding to the sum insured (amount covered) – to release ourselves from payment of further benefits.
- 1.1.4 If you are required to pay an annuity due to an insured event

- and are legally required to provide security or
- you are granted the option to avoid enforcement of a court judgement by providing a surety or escrow, we undertake to provide the surety or escrow on your behalf.

## 1.2 Extension to rental material damage

The exclusion under clause 3.2.3 does not apply to rental material damage.

Rental material damage arises if you cause damage to rented property. The insurance cover also applies to rooms which may be used by you in connection with the stay (e.g. dining rooms or shared bathrooms).

The sum insured (amount covered) for rental material damage is EUR 30,000. A deductible of 20 %, and at least EUR 50 will be deducted from the calculated benefit.

Damage to mobile fixtures, heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment and damage due to wear and tear and excessive strain is not covered.

## 2 What qualifies as an insured event?

You have insurance cover during the trip for insured consequences of liability risks.

- 2.1 There is a liability risk if you as a private individual are liable to pay compensation to others as a result of dangers of everyday life, on the basis of statutory liability provisions of private law applicable at the site of damage.
- 2.2 You are insured for events caused by you which directly lead to the death, injury or impaired health of persons (personal damage) or damage to or destruction of objects (material damage).
- 2.3 Several events are considered as one insured event if they can be traced back to the same cause.

## 3 What restrictions to the insurance cover should be noted?

### 3.1 Non-insured liability risks

Liability risks arising from the following are not insured:

- 3.1.1 from the use of
  - a motor vehicle (e.g. a passenger vehicle, motorcycle or lorry),
  - an aircraft or
  - a marine vessel.

In this context it is irrelevant whether you are the owner, holder, keeper or driver of the vehicle.
- 3.1.2 from owning, keeping or caring for animals or from hunting.
- 3.1.3 from carrying out your job, service or duties (including voluntary) or when participating in associations of any kind.
- 3.1.4 from renting out, lending or otherwise handing items over to third parties for use.

### 3.2 Non-insured liability claims

We do not provide cover for damage:

- 3.2.1 to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements, or claims under riot damage laws.
- 3.2.2 resulting from your participation in
  - horse, cycling or motor vehicle races,
  - boxing and wrestling matches,
  - combat sports of any kind, including preparation (training) for these.
- 3.2.3 damage to third-party items that you have rented, leased, borrowed or obtained through unlawful interference or that are subject to a specific custody agreement.
- 3.2.4 damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.

- 3.2.5 events involving relatives living in your household. Relatives are considered to be
  - your spouse or
  - life partner or
  - children or
  - parents, adoptive parents, step-parents or
  - siblings or
  - grandparents or
  - grandchildren or
  - parents-in-law, sons-/daughters-in-law or brothers/sisters-in-law.
- 3.2.6 claims between several persons who have booked a trip together and take this trip together, unless they are explicitly included in the insurance.
- 3.2.7 claims arising from your having caused an illness to others.
- 3.2.8 damage as a result of using weapons of any kind.
- 3.2.9 all financial losses arising.
- 3.2.10 damage as a result of loss of items, including e.g. keys, money, securities and valuables.
- 3.2.11 resulting from
  - acts of war or civil conflict,
  - warlike events,
  - civil disorder,
  - strikes,
  - nuclear energy,
  - seizure,
  - confiscation or other official action,
  - natural events or
  - active participation in violence during a public assembly or demonstration.

## 3.3 Limitation of benefits

- 3.3.1 The compensation is limited for each insured event to the amounts stated in clauses 1.1–1.2. This shall apply even if the insurance covers several persons with entitlement to compensation under the same insurance contract.
- 3.3.2 The compensation for all insured events within the insured period shall be limited to twice the agreed sum insured. Several events are considered as one insured event if they can be traced back to the same cause.
- 3.3.3 If you are required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured (amount covered) or exceeds the amount of the sum insured remaining following deduction of any benefits arising from the insured event, the annuity to be paid shall only be reimbursed by us in an amount corresponding to the proportion of the insured sum (amount covered) or residual amount to the capital value of the annuity.
 

Regarding the calculation of the value of the annuity, the corresponding provision of the German ordinance on insurance cover under motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured (amount covered) or the remaining sum insured (remaining amount covered) following deduction of other benefits, the other benefits shall be offset in full against the sum insured (amount covered).
- 3.3.4 Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on your part, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.
- 3.3.5 If you acknowledge responsibility without our agreement, it is only binding if the claim would have been valid without the acknowledgement. This also applies to settlements that you reach without our agreement.

## **4 What should I do in the case of a claim (obligations)?**

### **4.1 Immediate notification of the incident**

If a claim for compensation for damages is made against you, please notify us immediately.

### **4.2 Immediate notification in the event of a legal dispute**

If investigation proceedings have been initiated or a penalty order or order for payment has been issued, you must inform us immediately, even if you have already reported the insured event itself.

If a claim is asserted against you in court or by means of an order for payment, if legal aid is applied for or a legal notice is served on you, you must also inform HanseMerkur immediately.

The same applies in the event of arrest, interim injunction or proceedings for the securing of evidence.

### **4.3 Handover of proceedings**

In the event of legal proceedings concerning the liability claim, you must hand over the conduct of such proceedings to us, grant power of attorney to the lawyer appointed or specified by us and submit all declarations that we or the lawyer believe to be necessary.

In the event of orders for payment or ordinances from administrative authorities regarding compensation for damages, you must file an objection or seek the required legal remedies within the set time limit without awaiting instruction from us.

### **4.4 Cession of exercise of rights in the event of annuities**

If, as a result of changes in circumstances, you are granted the right to request the cancellation or reduction of an annuity to be paid, you have a duty to allow us to exercise this right on your behalf.

### **4.5 Authorisation**

We are considered authorised to submit all declarations deemed to be useful in settling or defending against the claim on your behalf.

### **4.6 Consequences of non-compliance with obligations**

The legal consequences of a breach of one of these obligations are stated in Section I clause 6.5.

## Section III – Extract from the Insurance Contract Act (Versicherungsvertragsgesetz, VersVG)

### **Section 6 of the VersVG**

(1) If, in the event of a breach of obligation that must be met for the insurer before an insured event occurs, the contract specifies that the insurer shall be released from the obligation to provide benefits, the agreed legal consequence shall not come into effect if the breach is to be considered as being without blame. The insurer may terminate the contract within one month of becoming aware of the breach without maintaining a notice period unless the breach is to be considered as being without blame. If the insurer does not terminate the contract within one month, it cannot invoke the agreed release from obligations.

(1a) If an obligation is breached that is to maintain the equivalence between risk and premium that underlies the insurance contract, the agreed release from obligations only comes into effect in the same proportion as the agreed premium intended for higher risk is maintained. If an obligation for mere reports and notifications is breached that does not have an impact on risk assessment by the insurer, a

release from obligations only comes into effect if the obligation has been intentionally breached.

(2) If an obligation is breached which shall be fulfilled by the policyholder for the purpose of reducing the risk or preventing an increase in risk - irrespective of the applicability of paragraph 1a - the insurer may not invoke the agreed release from obligations if the breach had no impact on the occurrence of the insured event or if it had no impact on the scope of the performance the insurer was obliged to provide.

(3) If a release from obligations is agreed in the event of a breach of obligation that must be met for the insurer after an insured event occurs, the agreed legal consequence shall not come into effect if the breach is neither based on intent nor gross negligence. If the obligation is not breached with the intention of influencing the insurer's obligation to perform or affecting the determination of circumstances that are significant for the insurer's obligation to perform, the insurer shall remain obliged to perform if the breach neither has an impact on the determination of the insured event nor on the determination or scope of the performance the insurer is obliged to provide.

(4) Any agreement under which the insurer is to be entitled to withdrawal in the event of a breach of obligation shall be invalid.

(5) The insurer may only derive rights from the negligent breach of an agreed obligation if the policyholder has received the insurance terms and conditions or another document in which the obligation is communicated in advance.

### **Section 12 of the VersVG**

(1) Claims from the insurance contract become time-barred after three years. If a third party has a claim, the period of limitation shall commence as soon as they become aware of their right to the insurer's benefit; if this right has not been disclosed to the third party, their claims shall become time-barred after ten years.

(2) If a policyholder's claim has been submitted to the insurer, the statute of limitation shall be suspended until a written decision has been received from the insurer, which is at least justified by citing a fact underlying the rejection and legal or contractual provisions. However, the limitation period shall expire after ten years.

(3) The insurer shall be released from the obligation to provide benefits if the claim to benefits is not asserted in court within one year. The period only begins after the insurer has rejected the policyholder's claim in a manner that corresponds with paragraph 2 and by stating the legal consequences linked with the expiration of the period; it is suspended for the duration of settlement negotiations concerning the claim raised and for the period in which the policyholder is prevented from enforcing the claim in good time through no fault of their own.

### **Section 38 of the VersVG**

(1) If the first premium or the single premium has not been paid within 14 days of the conclusion of the insurance contract and after a request for payment has been made, the insurer has the right to withdraw from the contract, as long as the premium has not been paid. The insurer is presumed to have withdrawn from the contract if the insurer does not file an action to collect the insurance premium within three months of the premium becoming collectable.

(2) If the first or single premium has not been paid by the time the insured event occurs or upon expiry of the period under paragraph 1, the insurer shall be released from its obligation to provide benefits, unless failure to pay the insurance premium was due to circumstances beyond the policyholder's control.

(3) The request to pay a premium only has the legal consequences provided for in paragraphs 1 and 2 if the insurer has referred the policyholder to these.

(4) Non-payment of interest or costs shall not trigger the legal consequences outlined in paragraphs 1 and 2.

### **Section 39 of the VersVG**

(1) If a renewal premium is not paid on time, the insurer may specify to the policyholder a payment deadline of at least two weeks in writing at its own cost. A copy of a handwritten signature is sufficient for signing. Here, the legal consequences that are associated with the expiry of the deadline under paragraphs 2 and 3 must be specified. The



determination of deadlines where these provisions have not been observed is ineffective.

(2) If the insured event occurs after expiry of the deadline and if the policyholder is in default of payment of the renewal premium at the time of occurrence, the insurer shall be released from its obligation to provide benefits unless failure to pay was due to circumstances beyond the policyholder's control.

(3) The insurer may terminate the contract after the term of the insurance relationship comes to an end without maintaining a notice period if the policyholder is in default of payment. Notice of termination may already be linked with the determination of the term of payment such that it becomes effective on expiry of the deadline if the policyholder is in default of payment at that time. The policyholder must be made explicitly aware of this at the time of termination. The impact of termination shall cease to apply if the policyholder makes the payment within one month of termination or, if termination has been linked to the determination of the deadline, within one month of the expiration of the term of payment, unless the insured event has already occurred.

(4) Non-payment of interest or costs shall not trigger the legal consequences outlined in paragraphs 1 to 3.

### **Section 39a of the VersVG**

If the policyholder is in default by no more than 10 per cent of the annual premium, up to a maximum of EUR 60, the insurer's release from obligations provided for in Section 38 or Section 39 shall not come into effect.

## 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

10052 Berlin

Hotline: +49 1802 550 444

Fax: +49 30 204 589 31

You can find further information online at:

[www.pkv-ombudsmann.de](http://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

10006 Berlin

Tel.: +49 800 3696000

Fax: +49 800 3699000

E-mail: [Beschwerde@versicherungsombudsmann.de](mailto:Beschwerde@versicherungsombudsmann.de)

You can find further information online at: [www.versicherungsombudsmann.de](http://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](http://www.ec.europa.eu/consumers/odr).