

Insurance terms and conditions for travel insurance

VB-RS 2022 (B-Out-D) Basic

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 who have (co-)insured you. We also refer to any such persons in these insurance terms and conditions as "you". These insurance terms and conditions apply to you as the policyholder and to you as the insured person.

The insurance terms and conditions consist of four sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

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

The full description for the types of benefit can be found in Section III.

Section IV contains an excerpt from the German Insurance Contract Act (VVG).

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Section I – Overview of payments

The full description of the insured benefits and events is given in the relevant clauses of Section III Description of benefits.

Travel liability insurance		Benefit levels
Insured events		
2.1	Everyday liability risks	EUR 1 million
2.2	Liability claims for damage to rented property	EUR 10,000
2.3	Damage to the household of the host family	EUR 10,000
2.4	Damage from working as an au pair	EUR 1 million
Deductible In the cases of clause 2.2 and clause 2.4, a deductible of 20%, but at least EUR 50 will be deducted from the claims amount determined. In the cases under clause 2.3, a deductible of 10%, at least EUR 200, will be deducted from the calculated benefit.		

Travel accident insurance		Benefit levels
Insured benefits		
1.1	In the event of disability	EUR 20,000
1.2	Progression in the event of disability exceeding 25%	350%
1.3	Death For children under the age of 18	EUR 10,000 EUR 5,000
1.4	For rescue costs	EUR 5,000
1.5	For the costs of cosmetic surgery	EUR 5,000
Insured events		
2.1	Damage to health caused by an accident	
2.2	Strains, torn ligaments	

Emergency insurance		Benefit levels
Insured benefits		
1.1 In case of cancellation of the trip or delayed return (loan for additional costs)		
1.1.1.	Illness, accident, death	100%
1.1.2.	Abduction	EUR 10,000
1.2	Emergency message	100%
1.3 In the case of criminal prosecution		
1.3.1.	Assistance if detained or when at risk of being detained (loan)	EUR 1,000
1.3.2.	Loan for bail	EUR 10,000
1.4 Loss of credit, debit cards and documents		
1.4.1	Assistance when credit and debit or Maestro cards are lost	100%
1.4.2	Loss of travel documents	100%
1.5	Help with rebookings/delays	100%

Section II - General provisions

1 Insurance cover

1.1 Who is covered by the insurance?

- 1.1.1 You are insured if
- you are named in the insurance certificate and
 - you have a permanent residence in Germany at the time of application.
- 1.1.2 Persons who

- have no permanent residence in Germany at the time of application,
 - carry out an activity for a fee as an athlete,
 - are permanently in need of care or their participation in general life is permanently excluded,
- are not eligible for insurance. The insurance contract is also not concluded by paying the premium.

Persons in need of care are those persons who largely require external assistance to complete everyday tasks.

For the classification of whether persons are permanently excluded from participation in general life, the mental state of the person and the objective life circumstances of the person are taken into account, in particular.

1.2 When does the insurance cover start?

Unless we have concluded another agreement with you, your insurance cover begins with the start of the trip. The trip is considered to have started as soon as you have left Germany by crossing the border.

1.3 When does the insurance cover end?

Your insurance coverage also ends for insurance claims that have not yet been completed

- upon termination of the insurance contract,
- after the agreed duration, or
- at the end of the trip.

1.4 What trips are covered by the insurance cover?

The insurance cover is valid for trips abroad. We define a trip as a temporary absence from your permanent residence. As a foreign country, we define every country except the Federal Republic of Germany.

1.5 Insurance coverage in Germany

Does your insurance have a minimum term of 12 months? In this case, you also have insurance coverage if you temporarily return to Germany (e.g. home leave). This is limited to a total of 6 weeks for the entire term.

2 The insurance policy

2.1 Until when does your policy need to be concluded?

2.1.1 Unless we have concluded another agreement with you, the contract must be concluded before the journey commences. The application for the conclusion of an insurance contract must contain all the required information in a clear and complete way.

2.1.2 If you do not comply with this provision, we can withdraw from the contract and be free of performance. Here, we observe the regulations of Sections 19-21 German Insurance Contract Act (VVG). These can be found in Section IV.

2.2 How long does your policy need to be concluded for?

2.2.1 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. Please make sure to specify the start and end of the trip correctly when concluding the contract. **Please note: False information may result in us withdrawing from the insurance contract and in the loss of your insurance cover.** Here we observe the regulations of Section 19 German Insurance Contract Act (VVG). This can be found in Section IV.

2.2.2 The longest possible insurance term is 5 years. The insurance contract ends at the agreed time.

a) If your stay abroad is extended

- further insurance cover can only be granted by way of a new insurance contract within the maximum insurance period,
- the application for the new insurance contract must be submitted to us before the expiry of the original insurance contract.

The new insurance contract is only concluded if we expressly agree to it! In this case

- any fulfilled waiting periods of the previous contract will be credited in the new contract,
- illnesses, complaints, accidents and their foreseeable consequences, which have newly occurred during the term of the previous contract, are still insured.

b) If your stay is extended for reasons for which you are not responsible, we will also extend your insurance contract beyond the maximum insurance period upon request, if

- we receive your application for an extension before the original expiry date with appropriate evidence and
- we expressly agree to this extension.

2.3 When do we pay compensation?

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

- that our duty to provide an insurance benefit is established on the basis and in the amount, and
- 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 have purchased the foreign 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
- Costs for special forms of referral that you have commissioned.

2.3.3 You may also have travel insurance with other insurers. If you consequently have claims against other insurers, these take priority.

You are not entitled to a greater total benefit than the costs actually incurred. If you have a claim to a benefit from several insurers, you can choose the insurer with which you file the claim.

If you file the claim with us first, we will reimburse you the costs insured under this tariff. We will then clarify with the other insurers whether and how they participate in the costs. For more information, see clause 5.4.

2.4 Which legislation applies to the insurance policy?

In addition to these provisions, the 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. Further information on data protection and your rights in this regard can be found at: www.hmr.de/datenschutz/information or feel free to request this from us.

2.5 When do claims to benefits lapse?

Claims under this insurance policy expire in three 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 applicable court of jurisdiction?

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

- where we have our head office,
- where you have your place of residence or
- where you normally live, if you do not have a fixed place of residence.

2.7 What form should a statement that you make to us be in?

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 What requirements must be met when paying the premiums?

3.1 Premium amount

The premium for an insured person is shown by the premium overview.

3.2 Payment of the first premium

3.2.1 The first premium is due as soon as you have received the insurance certificate and the premium invoice.

3.2.2 If you fail to pay the first premium, we will be entitled to withdraw from the contract and will be released from obliga-

tions if the premium remains unpaid. In doing so, we observe the provisions of Section 37 of the Insurance Contract Act (VVG). This can be found in Section IV.

3.3 Payment of subsequent premiums

If you do not pay subsequent premiums on time, we are entitled to terminate the contract and will be released from obligations. In doing so, we observe the provisions of Section 38 of the Insurance Contract Act (VVG). This can be found in Section IV.

3.4 Collection of premiums

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. Payment is considered timely if

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

If we are unable to collect the premium due for a reason beyond your control, the payment shall still be considered to have been made on time if you make said payment immediately after receiving a request from us.

3.5 Offsetting

You may offset against our claims only if the counter-claim is uncontested or legally established.

4 In which cases is the insurance coverage limited or excluded?

4.1 Fraud and intent to defraud

HanseMerkur does not pay benefits if you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover or the amount of insurance benefits. HanseMerkur shall also be released from the obligation to provide benefits if the insured event was caused intentionally by you; if fraud or fraudulent intent has been determined by a final criminal judgment, it shall be deemed to have been proven.

4.2 War, civil unrest, natural disasters and other events

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.

4.3 Other exclusions

Damage which was foreseeable at the time of booking the trip or when the insurance policy was taken out.

5 What you have to consider in the event of an insured event (obligations)?

5.1 To whom can you direct the claim?

You can send your claims in any form to: HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, P.O. Box, 20352 Hamburg,

E-Mail: reiseleistung@hansemerkur.de

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

5.2 Commitment to reduce damage

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.

5.3 Obligation to notify damage

You must allow us any reasonable investigation into the cause and amount of our obligation to provide an insurance benefit, offer any information that is useful for this purpose and submit original receipts. At our request, the beginning and end of each trip abroad must be proven in the case of performance.

5.4 Obligation to secure compensation claims against third parties

Compensation claims against third parties shall be transferred to us as per the statutory regulation in Section 86 of the Insurance Contract Act (VVG), 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.

5.5 Consequences of non-compliance with obligations

If you violate any of the above-mentioned obligations or the obligations of the individual insurances in Section III., we are completely or partially exempted from performance. In this, we comply with the regulations of § 28 (2–4) of the Insurance Contract Act (VVG). These can be found in Section IV.

Section III – Description of payments

Travel liability insurance

1 What benefits are covered under your travel liability insurance?

The amount of your insurance sum and deductible are listed in Section I. In the event of an insured event (see section 2), you will receive the following benefits after taking away the deductible up to the amount of the insurance amounts specified in section I.

1.1 Investigation of liability and settlement of justified claims

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 liability for damages is fixed and there is an insured event, we will pay the justified claims.

A justified claim results from

- a declaration of acknowledgement issued or approved by us,
- a settlement concluded or approved by us or
- a court order.

1.2 Costs of a legal dispute

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.

1.3 Sureties in the event of annuities due

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.

2 What qualifies as an insured event?

You have insurance cover on the trip in the event that a claim for compensation is asserted against you by a third party on the basis of statutory liability provisions under private law due to one of the events listed below leading to the death, injury or damage to the health of persons (personal damage) or damage to or destruction of an object (material damage) or, if agreed in the schedule, financial losses.

2.1 Everyday liability risks

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. 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). Several events are considered as one insured event if they can be traced back to the same cause.

2.2 Liability claims for damage to rented property

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).

Damage to moveable objects such as

- pictures, furniture, TVs, dishes, etc.,
- heating-, machine-, boiler- and water heating systems,
- electrical and gas appliances and
- damage due to wear and tear and excessive strain are not insured.

2.3 Damage to the household of the host family

Deviating from clause 2.2 and clause 3.2.7, liability claims against you for damages with regard to

- moveable objects (e.g. pictures, furniture, TV sets, dishes, carpets),
 - rooms in the host family's household, the use of which is planned and permitted in connection with the accommodation,
- are insured. The host family's household includes the
- house occupied by the host family or the apartment occupied by the host family (main, secondary and holiday residence),
 - the property and the outbuildings or ancillary rooms located on it.

The total payment for all damages to mobile objects and room of the host family within one insurance year or any agreed shorter insurance period is limited to double the amount stated in section I.

An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

2.4 Damage from working as an au pair

If you work as an au pair on the basis of a written contract, the personal liability insurance also includes your professional activity in deviation from clause 3.1.3. In this case, only liability claims that are on the basis of activities that you are allowed to practice on the basis of your level of education are insured. This insurance cover only applies, however, if claims are made against you and you have no other or only inadequate

insurance cover, e.g. as part of a private liability insurance of the host family.

3 What limitations of insurance coverage should be considered?

3.1 Liability risks not insured

- 3.1.1 Your liability as the owner, keeper or driver of a motor vehicle, aircraft or watercraft is not insured due to damage caused by the use of the vehicle.
- 3.1.2 Your liability as the owner or keeper of animals is not insured, as well as the liability in the exercise of hunting activities.
- 3.1.3 Your liability when carrying out your job, service or duties (including voluntary) or when participating in associations of any kind is not covered.
- 3.1.4 Your liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Liability claims not covered

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse races, bicycle races or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4 Unless explicitly included in the insurance as per clause 2, liability claims relating to 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.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-in-law, step-parents and children, grandparents and grandchildren, siblings, foster parents and children as well as persons connected by means of a family-like, long-term relationship similar to that of parents and children.
- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as, unless explicitly co-insured under clause 2, between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.
- 3.2.10 Liability claims for damage as a result of using weapons of any kind.
- 3.2.11 Unless expressly listed in the policy schedule, liability claims for damage as a result of loss of items such as money, securities and valuables.

3.3 Limitation of benefits

- 3.3.1 Compensation is limited to the agreed sums insured for each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation.
- 3.3.2 The compensation for all insured events within the insured period shall be limited to two times the agreed sum insured in the case of contractual terms of less than one year. In the case of contractual terms of more than one year, we shall not pay more than double the agreed sum insured for all insured events in each year of insurance.

3.3.3 Several insured events occurring during the effective period of the insurance shall be considered one insured event occurring at the time of the first of these insured events if they are based on the same cause or similar causes with an internal – particularly material and temporal – link.

3.3.4 If you are required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured 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 or residual amount to the capital value of the annuity.

The corresponding provision of the ordinance on insurance cover under the motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply as regards calculation of the value of the annuity. When calculating the amount that you must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the sum insured remaining following deduction of other benefits, the other benefits will be offset in full against the sum insured.

3.3.5 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.

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

– Additions to Section II., clause 5. –

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 II, clause 5.5.

Travel accident insurance

1 What benefits are included in your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?

In the event of an insured event (see section 2), the following benefits are granted up to the amount of the amounts listed in section I.

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 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 case, we will pay a death benefit (clause 1.3), 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 (Section 1.1.3) and the other requirements for the disability benefit according to section 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 Additional benefits with 350% progression

The following applies if an accident not involving illnesses or ailments under the assessment principles of clause 1.1 leads to a permanent impairment of physical or mental function by more than 25%:

- 1.2.1 For every percentage point that exceeds the accident-related disability level of 25%, we will pay you an additional 2% from the sum insured.
- 1.2.2 For every percentage point that exceeds the accident-related disability level of 50%, we will pay you an additional 2% from the sum insured.
- 1.2.3 The additional benefit is limited to a maximum of EUR 150,000 for each insured person. If further HanseMerkur Reiseversicherung AG accident insurance policies apply to the insured person, the maximum amount applies to all of the insurance contracts together.

In the event of disability, these special conditions individually have the following effect:

Accident-related degree of disability	Amount of the disability benefits	Accident-related degree of disability	Amount of the disability benefits
%	%	%	%
25	25	63	165
26	28	64	170
27	31	65	175
28	34	66	180
29	37	67	185
30	40	68	190
31	43	69	195
32	46	70	200
33	49	71	205
34	52	72	210
35	55	73	215
36	58	74	220
37	61	75	225
38	64	76	230
39	67	77	235
40	70	78	240
41	73	79	245
42	76	80	250
43	79	81	255
44	82	82	260
45	85	83	265
46	88	84	270
47	91	85	275
48	94	86	280
49	97	87	285
50	100	88	290
51	105	89	295
52	110	90	300
53	115	91	305
54	120	92	310
55	125	93	315
56	130	94	320
57	135	95	325
58	140	96	330
59	145	97	335
60	150	98	340
61	155	99	345
62	160	100	350

1.3 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.

1.4 costs for search, recovery or rescue efforts

If you have several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies.

If you have suffered an accident covered by the insurance contract, we will reimburse the costs incurred for:

- 1.4.1 Search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.
- 1.4.2 your transportation to the nearest hospital or to a specialist clinic if this is medically necessary and has been ordered by a medical practitioner.
- 1.4.3 the additional expenses for your transportation back to your place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 1.4.4 The repatriation of mortal remains to the last permanent place of residence in the event of death.
- 1.4.5 services set out in clause 1.4.1, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances that led you to believe that it was imminent.

1.5 Costs for cosmetic operations

You have undergone a cosmetic operation in order to remove damage to your external appearance caused by an accident. Where teeth are involved, only incisors and canines are included in the external appearance.

The cosmetic operation must be carried out after the conclusion of treatment by a doctor and must be carried out within 3 years of the accident for adults, and before the end of the 21st year of age for minors.

It is also a condition that no third party (e.g. health insurance, liability insurance) is obliged to reimburse costs or contests the obligation to pay. We reimburse

- proven fees paid by doctors and not taken over by third parties; and
- other costs of operations,
- necessary costs for accommodation and food in a hospital as well as
- costs for dental treatment and dental prostheses up to the level of the agreed sum insured.

2 What qualifies as an insured event (accident)?

2.1 Damage to health caused by 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 Strains, torn ligaments

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 II, clause 5.5.

Emergency insurance

1 What benefits are covered under your emergency insurance?

If an insured event occurs (see clause 2), the following benefits are paid up to the level of the sum specified in Section I.

1.1 Benefits where the trip is terminated or the return journey is delayed

We will organise the return trip and grant a loan for additional costs incurred in excess of the cost of the originally planned return trip if the booked trip cannot be completed as planned by you for the reasons specified below.

- 1.1.1 In the event of you or your travel companion suffering unexpected serious illness, serious accident or death.
- 1.1.2 In the event of your abduction or the abduction of your travel companions.

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.

1.2 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.

1.3 Prosecution

We shall grant a loan up to the amount specified in Section I for the costs listed below. You must repay the loan to us immediately upon reimbursement by the authority or the court, but within 3 months of disbursement at the latest.

1.3.1 Assistance if arrested or detained or when at risk of being arrested or detained

If you are arrested or threatened with imprisonment, we will assist you in obtaining a lawyer and/or an interpreter. If this occurs, we provide a loan for court, legal and interpreting costs, up to the agreed amount.

1.3.2 Loan for bail

We will provide a loan for any bail demanded by the authorities up to the agreed amount.

1.4 Loss of credit, debit cards and documents

1.4.1 Loss of credit and 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 incurred despite blocking the card.

1.4.2 Loss of travel documents

If travel documents are lost, we shall assist you in obtaining replacement documents.

1.5 Booking changes/delays

If you get into difficulty because you miss a booked transport service or because booked transport is delayed or cancelled, we will help you change 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 changes to the planned itinerary.

2 What qualifies as an insured event?

An insured 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 you face during the trip, referred to in clause 1.

3 What should you bear in mind if an insured event occurs (obligations)?

– Additions to Section II., clause 5. –

3.1 Contacting the worldwide emergency service

The prerequisite for the complete services of the emergency insurance is that you or a person commissioned by you contact our worldwide emergency service by telephone or in any other way when the insured event of damage occurs. 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".

3.2 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section II, clause 5.5.

Section IV - Excerpt from the Insurance Contracts Act (VVG)

§ 19 Duty of notification

(1) ¹Up to the submission of his contractual declaration, the policyholder must notify the insurer of the risk circumstances known to him that are relevant for the decision by the insurer to conclude the contract with the agreed content and which the insurer has asked about in text form. ²If the insurer asks questions pursuant to sentence 1 after the contractual declaration by the policyholder, but before the acceptance of the contract, the policyholder is also obligated to give notification in this regard too.

(2) If the policyholder breaches his duty of notification pursuant to paragraph 1, the insurer can withdraw from the contract.

(3) ¹The insurer's right of withdrawal is excluded if the policyholder has not breached the duty of obligation in a wilful or grossly negligent manner. ²In this case, the insurer has the right to terminate the contract giving a period of notice of one month.

(4) ¹ The insurer's right of withdrawal due to a grossly negligent breach of the duty of obligation and his right of termination pursuant to paragraph 3 clause 2 are excluded if he would have concluded the contract even if he was aware of the undisclosed circumstances, even if under different conditions. ²The other conditions, at the insurer's request, become part of the contract retrospectively, with a breach of duty for which the policyholder is not responsible from the current insurance period.

(5) ¹The insurer is entitled to the rights pursuant to paragraphs 2 to 4 only if it has pointed out to the policyholder by separate notification in text form the consequences of a breach of the duty of notification. ²The rights are excluded if the insurer was aware of the circumstance not notified or knew of the incorrectness of the notification.

(6) ¹If in the case of paragraph 4 clause 2 the premium increases by more than 10 per cent or if the insurer excludes the protection against risks for the circumstance that was not notified, the policyholder can terminate the contract within a month after receipt of the notification from the insurer without giving a notice period. ²The insurer must point out this right to the policyholder in the notification.

§ 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 a contractual obligation

(2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of a contractual obligation on the part of the policyholder, the insurer shall be released from the liability if the policyholder intentionally breached the obligation. In the event of a grossly negligent failure to honour 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 for performance insofar as the failure to honour the obligation caused neither the occurrence nor the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. Sentence 1 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.

§ 38 Delayed payment of first insurance premium

(1) ¹If a follow-up premium is not paid on time, the insurer may, at the policyholder's expense, specify a payment period in writing to the policyholder, which must be at least two weeks. ²The provision is only effective if it quantifies the outstanding amounts of the premium, interest and costs in detail and indicates the legal consequences associated with the expiry of the period in accordance with paragraphs 2 and 3; in the case of combined contracts, the amounts must be indicated separately in each case.

(2) If the insured event occurs after expiry of the deadline and if the policyholder is in default with the payment of the premium or interest or costs, the insurer is not obliged to pay benefits.

(3) ¹The insurer may terminate the contract after the deadline has expired without observing a deadline, provided that the policyholder is in default with the payment of the amounts owed. ²The termination can be combined with the determination of the payment deadline in such a way that it becomes effective upon expiry of the deadline if the policyholder is in default of payment at this time; the policyholder must be expressly informed of this upon termination. ³The termination shall become ineffective if the policyholder makes the payment within one month after the termination or, if it has been combined with the deadline provision, within one month after expiry of the deadline; Paragraph 2 shall remain unaffected.

§ 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 he 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 failure to honour 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) 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.

Arbitration bodies

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

Participation in dispute resolution proceedings before a consumer arbitration board is based on our voluntary membership of Versicherungsombudsmann e.V.

Versicherungsombudsmann e.V.

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10006 Berlin

Tel.: +49 800 3696000

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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.

Insurance terms and conditions for travel insurance

VB-RS 2022 (B-Out-D) Profi

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 who have (co-)insured you. We also refer to any such persons in these insurance terms and conditions as "you". These insurance terms and conditions apply to you as the policyholder and to you as the insured person.

The insurance terms and conditions consist of four sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

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

The full description for the types of benefit can be found in Section III.

Section IV contains an excerpt from the German Insurance Contract Act (VVG).

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Section I – Overview of payments

The full description of the insured benefits and events is given in the relevant clauses of Section III Description of benefits.

Luggage insurance		Benefit levels
Sum insured and deductible		
Your sum insured is per insured event		EUR 2,000
Your deductible is per insured event		EUR 50
Insured events		
3.1	Damage to luggage entrusted to third parties	
3.2	Delayed baggage	
3.3	Criminal acts of third parties, road accidents or elementary events	
Compensation limits		
For the items listed below, the compensation is limited to the following amounts per insured event:		
Valuables		EUR 1000
Glasses, contact lenses, hearing aids, musical instruments, each with accessories – each item		EUR 250
Golf and diving equipment, bicycles, electric bicycles and e-scooters, each with accessories		EUR 1000
Wave boards and sailing surf equipment, each with accessories		EUR 1000
Mobile phones, smartphones and tablet PCs, each with accessories		EUR 500
Other computer equipment and electronic entertainment devices, each with accessories		EUR 1000
If the delivery deadline is exceeded, we will reimburse the proven expenses for necessary replacement purchases up to		EUR 500
Travel liability insurance		Benefit levels
Insured events		
2.1	Everyday liability risks	EUR 2.5 million
2.2	Liability claims for damage to rented property	EUR 25,000
2.3	Damage to the household of the host family	EUR 25,000
2.4	Damage from working as an au pair	EUR 2.5 million
2.5	Loss of keys	EUR 250
2.6	damage to assets	EUR 10,000
2.7	Professional liability	EUR 25,000
2.8	Bad debt insurance	EUR 10,000
Deductible		
In the cases of clause 2.2 and clause 2.4, a deductible of 20%, but at least EUR 50 will be deducted from the claims amount determined. In the cases under clause 2.3, clause 2.7 and clause 2.8, a deductible of 10%, but at least EUR 200, will be deducted from the calculated claims amount.		

Travel accident insurance		Benefit levels
Insured benefits		
1.1	In the event of disability	EUR 60,000
1.2	Progression in the event of disability exceeding 25%	350%
1.3	Death For children under the age of 18	EUR 20,000 EUR 10,000
1.4	For rescue costs	EUR 10,000
1.5	For the costs of cosmetic surgery	EUR 10,000
Insured events		
2.1	Damage to health caused by an accident	
2.2	Strains, torn ligaments	

Emergency insurance		Benefit levels
Insured benefits		
1.1	Return travel costs to home country in the event of a family member becoming ill	EUR 1,000
1.2 Cancellation of trip or delayed return journey (loan for additional costs)		
1.2.1.	Illness, accident, death	100%
1.2.2.	Abduction	EUR 15,000
1.3	Emergency message	100%
1.4 In the event of criminal prosecution		
1.4.1	Assistance if detained or when at risk of being detained (loan)	EUR 2,500
1.4.2	Loan for bail	EUR 15,000
1.5 Loss of money and documents		
1.5.1	Loss of travel means of payment (loan)	EUR 500
1.5.2	Assistance when credit and debit or Maestro cards are lost	100%
1.5.3	Loss of travel documents	100%
1.6	Help with rebookings/delays	100%

Section II - General provisions

1 Insurance cover

1.1 Who is covered by the insurance?

- 1.1.1 You are insured if
- you are named in the insurance certificate and
 - you have a permanent residence in Germany at the time of application.

- 1.1.2 Persons who
- have no permanent residence in Germany at the time of application,
 - carry out an activity for a fee as an athlete,
 - are permanently in need of care or their participation in general life is permanently excluded,
- are not eligible for insurance. The insurance contract is also not concluded by paying the premium.

Persons in need of care are those persons who largely require external assistance to complete everyday tasks.

For the classification of whether persons are permanently excluded from participation in general life, the mental state of the person and the objective life circumstances of the person are taken into account, in particular.

1.2 When does the insurance cover start?

Unless we have concluded another agreement with you, your insurance cover begins with the start of the trip. The trip is

considered to have started as soon as you have left Germany by crossing the border.

1.3 When does the insurance cover end?

Your insurance coverage also ends for insurance claims that have not yet been completed

- upon termination of the insurance contract,
- after the agreed duration, or
- at the end of the trip.

1.4 What trips are covered by the insurance cover?

The insurance cover is valid for trips abroad. We define a trip as a temporary absence from your permanent residence. As a foreign country, we define every country except the Federal Republic of Germany.

1.5 Insurance coverage in Germany

Does your insurance have a minimum term of 12 months? In this case, you also have insurance coverage if you temporarily return to Germany (e.g. home leave). This is limited to a total of 6 weeks for the entire term.

2 The insurance policy

2.1 Until when does your policy need to be concluded?

- 2.1.1 Unless we have concluded another agreement with you, the contract must be concluded before the journey commences.

The application for the conclusion of an insurance contract must contain all the required information in a clear and complete way.

- 2.1.2 If you do not comply with this provision, we can withdraw from the contract and be free of performance. Here, we observe the regulations of Sections 19-21 German Insurance Contract Act (VVG). These can be found in Section IV.

2.2 How long does your policy need to be concluded for?

- 2.2.1 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. Please make sure to specify the start and end of the trip correctly when concluding the contract. **Please note: False information may result in us withdrawing from the insurance contract and in the loss of your insurance cover.** Here we observe the regulations of Section 19 German Insurance Contract Act (VVG). This can be found in Section IV.

- 2.2.2 The longest possible insurance term is 5 years. The insurance contract ends at the agreed time.

a) If your stay abroad is extended

- further insurance cover can only be granted by way of a new insurance contract within the maximum insurance period,
- the application for the new insurance contract must be submitted to us before the expiry of the original insurance contract.

The new insurance contract is only concluded if we expressly agree to it! In this case

- any fulfilled waiting periods of the previous contract will be credited in the new contract,
- illnesses, complaints, accidents and their foreseeable consequences, which have newly occurred during the term of the previous contract, are still insured.

b) If your stay is extended for reasons for which you are not responsible, we will also extend your insurance contract beyond the maximum insurance period upon request, if

- we receive your application for an extension before the original expiry date with appropriate evidence and
- we expressly agree to this extension.

2.3 When do we pay compensation?

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

- that our duty to provide an insurance benefit is established on the basis and in the amount, and
- 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 have purchased the foreign 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
- Costs for special forms of referral that you have commissioned.

- 2.3.3 You may also have travel insurance with other insurers. If you consequently have claims against other insurers, these take priority.

You are not entitled to a greater total benefit than the costs actually incurred. If you have a claim to a benefit from several insurers, you can choose the insurer with which you file the claim.

If you file the claim with us first, we will reimburse you the costs insured under this tariff. We will then clarify with the other insurers whether and how they participate in the costs. For more information, see clause 5.4.

2.4 Which legislation applies to the insurance policy?

In addition to these provisions, the 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. Further information on data protection and your rights in this regard can be found at: www.hmrsv.de/datenschutz/information or feel free to request this from us.

2.5 When do claims to benefits lapse?

Claims under this insurance policy expire in three 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 applicable court of jurisdiction?

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

- where we have our head office,
- where you have your place of residence or
- where you normally live, if you do not have a fixed place of residence.

2.7 What form should a statement that you make to us be in?

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 What requirements must be met when paying the premiums?

3.1 Premium amount

The premium for an insured person is shown by the premium overview.

3.2 Payment of the first premium

- 3.2.1 The first premium is due as soon as you have received the insurance certificate and the premium invoice.

- 3.2.2 If you fail to pay the first premium, we will be entitled to withdraw from the contract and will be released from obligations if the premium remains unpaid. In doing so, we observe the provisions of Section 37 of the Insurance Contract Act (VVG). This can be found in Section IV.

3.3 Payment of subsequent premiums

If you do not pay subsequent premiums on time, we are entitled to terminate the contract and will be released from obligations. In doing so, we observe the provisions of Section 38 of the Insurance Contract Act (VVG). This can be found in Section IV.

3.4 Collection of premiums

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. Payment is considered timely if

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

If we are unable to collect the premium due for a reason beyond your control, the payment shall still be considered to have been made on time if you make said payment immediately after receiving a request from us.

3.5 Offsetting

You may offset against our claims only if the counter-claim is uncontested or legally established.

4 In which cases is the insurance coverage limited or excluded?

4.1 Fraud and intent to defraud

HanseMerkur does not pay benefits if you attempt to make fraudulent representations to us as to the circumstances

which are material to the grounds for providing cover or the amount of insurance benefits. HanseMerkur shall also be released from the obligation to provide benefits if the insured event was caused intentionally by you; if fraud or fraudulent intent has been determined by a final criminal judgment, it shall be deemed to have been proven.

4.2 War, civil unrest, natural disasters and other events

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.

4.3 Other exclusions

Damage which was foreseeable at the time of booking the trip or when the insurance policy was taken out.

5 What you have to consider in the event of an insured event (obligations)?

5.1 To whom can you direct the claim?

You can send your claims in any form to: HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, P.O. Box, 20352 Hamburg, E-Mail: reiseleistung@hansemerkur.de
In emergencies, our 24-hour emergency call service is here to help you. You can reach it at any time from anywhere in the world.

5.2 Commitment to reduce damage

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.

5.3 Obligation to notify damage

You must allow us any reasonable investigation into the cause and amount of our obligation to provide an insurance benefit, offer any information that is useful for this purpose and submit original receipts. At our request, the beginning and end of each trip abroad must be proven in the case of performance.

5.4 Obligation to secure compensation claims against third parties

Compensation claims against third parties shall be transferred to us as per the statutory regulation in Section 86 of the Insurance Contract Act (VVG), 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.

5.5 Consequences of non-compliance with obligations

If you violate any of the above-mentioned obligations or the obligations of the individual insurances in Section III., we are completely or partially exempted from performance. In this, we comply with the regulations of § 28 (2–4) of the Insurance Contract Act (VVG). These can be found in Section IV.

Section III – Description of payments

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 with accessories (but not engines) are only insured as long as they are not in use in accordance with the regulations.
- 1.3 Valuables, photographic, film equipment, computer equipment, electronic communication and entertainment equipment including accessories are only insured as long as they
 - are worn or used as intended 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
 - have been handed over to the campsite supervisor for safekeeping; or
 - is located in a caravan/motor home that is properly secured by means of a lock or in a motor vehicle that is firmly enclosed and secured by means of a lock and not visible on an official camping site.

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 benefits are included in your luggage insurance?

The amount of your insurance sum and deductible are listed in Section I. In the event of an insured event, we will replace said items after taking away the deductible up to the amount of the sum insured for

- 2.1 lost or destroyed 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 damaged, repairable items by bearing the necessary repair costs and, if applicable, a permanent reduction in value, but no more than the insurance value.
- 2.3 Films, video, audio and data carriers, to the material value.
- 2.4 the official fees for the replacement of identity cards, passports, motor vehicle documents and other identity documents.

3 What qualifies as an insured event?

You are covered under the insurance policy if your luggage is affected by an insured event. An insured event has taken place if

- 3.1 luggage entrusted to third parties
 - is lost, or
 - destroyed or damagedwhile 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 of third parties. Such behaviour includes theft, burglary, robbery, robbery under threat and deliberate damage to property.
 - accidents involving means of transport (e.g. traffic accidents).
 - fire, lightning, explosion, storm, flood, landslide, earthquakes, avalanches.

4 What compensation limits must be complied with?

The compensation limits set out in Section I apply to:

- Valuables,
- Glasses, contact lenses, hearing aids, musical instruments, each with accessories,
- Golf and diving equipment, bicycles, electric bicycles and e-scooters, each with accessories
- Wave boards and sailing surf equipment, each with accessories
- Mobile phones, smartphones and tablet PCs, each with accessories
- Other computer equipment and electronic entertainment devices, each with accessories.

5 What insurance cover limitations should you bear in mind?

5.1 Items and events not insured

The insurance does not cover

- 5.1.1 damage caused by losing, leaving objects lying, standing or hanging around.
- 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.

5.2 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, is stored in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes securely 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 secured.

6 What should you bear in mind in the event of damage to luggage (obligations)?

– Additions to Section II., clause 5. –

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.

We must also be sent proof of such a report. 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 seven 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 and fire damage, you must

- report it immediately to the relevant police station and
- 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 II, clause 5.5.

Travel liability insurance

1 What benefits are covered under your travel liability insurance?

The amount of your insurance sum and deductible are listed in Section I. In the event of an insured event (see section 2), you will receive the following benefits after taking away the deductible up to the amount of the insurance amounts specified in section I.

1.1 Investigation of liability and settlement of justified claims

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 liability for damages is fixed and there is an insured event, we will pay the justified claims.

A justified claim results from

- a declaration of acknowledgement issued or approved by us,
- a settlement concluded or approved by us or
- a court order.

1.2 Costs of a legal dispute

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.

1.3 Sureties in the event of annuities due

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.

2 What qualifies as an insured event?

You have insurance cover on the trip in the event that a claim for compensation is asserted against you by a third party on the basis of statutory liability provisions under private law due to one of the events listed below leading to the death, injury or damage to the health of persons (personal damage) or damage to or destruction of an object (material damage) or, if agreed in the schedule, financial losses.

2.1 Everyday liability risks

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. 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). Several events are considered as one insured event if they can be traced back to the same cause.

2.2 Liability claims for damage to rented property

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).

Damage to moveable objects such as

- pictures, furniture, TVs, dishes, etc.,
- heating-, machine-, boiler- and water heating systems,
- electrical and gas appliances and
- damage due to wear and tear and excessive strain are not insured.

2.3 Damage to the household of the host family

Deviating from clause 2.2 and clause 3.2.7, liability claims against you for damages with regard to

- moveable objects (e.g. pictures, furniture, TV sets, dishes, carpets),
- rooms in the host family's household, the use of which is planned and permitted in connection with the accommodation,

are insured. The host family's household includes the

- house occupied by the host family or the apartment occupied by the host family (main, secondary and holiday residence),
- the property and the outbuildings or ancillary rooms located on it.

The total payment for all damages to mobile objects and room of the host family within one insurance year or any agreed shorter insurance period is limited to double the amount stated in section I.

An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

2.4 Damage from working as an au pair

If you work as an au pair on the basis of a written contract, you are insured. In this case, only liability claims that are on the basis of activities that you are allowed to practice on the basis of your level of education are insured. This insurance cover only applies, however, if claims are made against you

and you have no other or only inadequate insurance cover, e.g. as part of a private liability insurance of the host family.

2.5 Loss of keys

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost. The maximum payment for each insured event under section I applies to all claims within one insurance year – or any agreed shorter insurance period. An insurance year is considered to be a period of 12 months calculated from the start of insurance, including all contractual extensions.

Liability claims owing to consequential damage arising from the loss of a key (e.g. due to a break-in) and liability arising from the loss of safe and furniture keys, as well as any other keys for movable objects, remain excluded.

2.6 damage to assets

We grant you insurance cover if you are held responsible for damage to assets on the basis of legal liability provisions. Damage to assets is damage that is neither personal damage nor damage to property nor can be considered as such arising from damage caused by you. Assets include in particular money and papers with a cash value. The insurance cover does not relate to payment obligations deriving from fines or tax assessments or other charges resulting from administrative Acts or the performance of contracts.

2.7 Professional liability

The insurance cover relates to your legal liability during the performance of the insured person's profession. In this case, only liability claims that are on the basis of activities that you are allowed to practice on the basis of your level of education are insured. This insurance cover only applies, however, if claims are made against you and there is no other insurance cover. Damage is not covered if it is due to you overlooking mistakes in invoices, accounts, cost estimates or measurements in drawings which you had a responsibility to check. There is also no insurance cover for the non-fulfilment of contracts and the replacement performance carried out in place of the non-fulfilment.

2.8 Bad debt insurance

If you have justified claims for damages due to personal injury or property damage and are unable to enforce these justified claims vis-a-vis the party liable to pay said damages, either in full or in part, we will position you as if the party liable to pay damages had insurance cover as an insured person within the framework and scope of these liability insurance policies under German law. The person responsible for compensation or other third parties have no rights deriving from this insurance contract.

3 What limitations of insurance coverage should be considered?

3.1 Liability risks not insured

3.1.1 Your liability as the owner, keeper or driver of a motor vehicle, aircraft or watercraft is not insured due to damage caused by the use of the vehicle.

3.1.2 Your liability as the owner or keeper of animals is not insured, as well as the liability in the exercise of hunting activities.

3.1.3 Your liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Liability claims not covered

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse races, bicycle races or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4 Unless explicitly included in the insurance as per clause 2, liability claims relating to 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.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-in-law, step-parents and children, grandparents and grandchildren, siblings, foster parents and children as well as persons connected by means of a family-like, long-term relationship similar to that of parents and children.
- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as, unless explicitly co-insured under clause 2, between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.
- 3.2.10 Liability claims for damage as a result of using weapons of any kind.
- 3.2.11 Unless expressly listed in the policy schedule, liability claims for damage as a result of loss of items such as money, securities and valuables.

3.3 Limitation of benefits

- 3.3.1 Compensation is limited to the agreed sums insured for each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation.
- 3.3.2 The compensation for all insured events within the insured period shall be limited to two times the agreed sum insured in the case of contractual terms of less than one year. In the case of contractual terms of more than one year, we shall not pay more than double the agreed sum insured for all insured events in each year of insurance.
- 3.3.3 Several insured events occurring during the effective period of the insurance shall be considered one insured event occurring at the time of the first of these insured events if they are based on the same cause or similar causes with an internal – particularly material and temporal – link.
- 3.3.4 If you are required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured 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 or residual amount to the capital value of the annuity.

The corresponding provision of the ordinance on insurance cover under the motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply as regards calculation of the value of the annuity. When calculating the amount that you must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the sum insured remaining following deduction of other benefits, the other benefits will be offset in full against the sum insured.

- 3.3.5 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.

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

– Additions to Section II., clause 5. –

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 II, clause 5.5.

Travel accident insurance

1 What benefits are included in your travel accident insurance? What deadlines and other pre-conditions apply to the individual types of benefit?

In the event of an insured event (see section 2), the following benefits are granted up to the amount of the amounts listed in section I.

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 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 case, we will pay a death benefit (clause 1.3), 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 (Section 1.1.3) and the other requirements for the disability benefit according to section 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 Additional benefits with 350% progression

The following applies if an accident not involving illnesses or ailments under the assessment principles of clause 1.1 leads to a permanent impairment of physical or mental function by more than 25%:

- 1.2.1 For every percentage point that exceeds the accident-related disability level of 25%, we will pay you an additional 2% from the sum insured.
- 1.2.2 For every percentage point that exceeds the accident-related disability level of 50%, we will pay you an additional 2% from the sum insured.
- 1.2.3 The additional benefit is limited to a maximum of EUR 150,000 for each insured person. If further HanseMerkur Reiseversicherung AG accident insurance policies apply to the insured person, the maximum amount applies to all of the insurance contracts together.

In the event of disability, these special conditions individually have the following effect:

Accident-related degree of disability	Amount of the disability benefits	Accident-related degree of disability	Amount of the disability benefits
%	%	%	%
25	25	63	165
26	28	64	170
27	31	65	175
28	34	66	180
29	37	67	185
30	40	68	190
31	43	69	195
32	46	70	200
33	49	71	205
34	52	72	210
35	55	73	215
36	58	74	220
37	61	75	225
38	64	76	230
39	67	77	235
40	70	78	240
41	73	79	245
42	76	80	250
43	79	81	255
44	82	82	260
45	85	83	265
46	88	84	270
47	91	85	275
48	94	86	280
49	97	87	285
50	100	88	290
51	105	89	295
52	110	90	300
53	115	91	305
54	120	92	310
55	125	93	315
56	130	94	320
57	135	95	325
58	140	96	330
59	145	97	335
60	150	98	340
61	155	99	345
62	160	100	350

1.3 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.

1.4 costs for search, recovery or rescue efforts

If you have several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies.

If you have suffered an accident covered by the insurance contract, we will reimburse the costs incurred for:

- 1.4.1 Search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.
- 1.4.2 your transportation to the nearest hospital or to a specialist clinic if this is medically necessary and has been ordered by a medical practitioner.
- 1.4.3 the additional expenses for your transportation back to your place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 1.4.4 The repatriation of mortal remains to the last permanent place of residence in the event of death.
- 1.4.5 services set out in clause 1.4.1, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances that led you to believe that it was imminent.

1.5 Costs for cosmetic operations

You have undergone a cosmetic operation in order to remove damage to your external appearance caused by an accident. Where teeth are involved, only incisors and canines are included in the external appearance.

The cosmetic operation must be carried out after the conclusion of treatment by a doctor and must be carried out within 3 years of the accident for adults, and before the end of the 21st year of age for minors.

It is also a condition that no third party (e.g. health insurance, liability insurance) is obliged to reimburse costs or contests the obligation to pay. We reimburse

- proven fees paid by doctors and not taken over by third parties; and
- other costs of operations,
- necessary costs for accommodation and food in a hospital as well as
- costs for dental treatment and dental prostheses up to the level of the agreed sum insured.

2 What qualifies as an insured event (accident)?

2.1 Damage to health caused by 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 Strains, torn ligaments

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 II, clause 5.5.

Emergency insurance

1 What benefits are covered under your emergency insurance?

If an insured event occurs (see clause 2), the following benefits are paid up to the level of the sum specified in Section I.

1.1 Return travel costs to home country in the event of a family member becoming ill

We will reimburse the costs in accordance with Section I once in each insurance year for temporary return to the home country using a simple form of travel, e.g. 2nd class train travel or the cheapest tourist class air ticket, in the event of serious illness, life-threatening consequences of an accident

or death of a relative, if the serious illness or the accident to the relative only arose after your arrival in the host country and has been confirmed by a doctor, and the original ticket cannot be used or rebooked.

An insurance year is considered to be a period of 12 months calculated from the start of insurance. Your relatives include the spouse or partner in a marriage-like relationship, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and siblings-in-law.

Your return trip to the host country in the event of an emergency trip home in a simple form of travel, e.g. a 2nd class train ride or the cheapest flight ticket in economy class, will be reimbursed, if more than 30 days remain in the host country until the originally planned return trip or if you have to return to the host country to take an exam necessary for your further school career. The costs for the final return home will be assumed by us if the return ticket was used or rebooked for the emergency trip home.

1.2 Benefits where the trip is terminated or the return journey is delayed

We will organise the return trip and grant a loan for additional costs incurred in excess of the cost of the originally planned return trip if the booked trip cannot be completed as planned by you for the reasons specified below.

1.2.1 In the event of you or your travel companion suffering unexpected serious illness, serious accident or death.

1.2.2 In the event of your abduction or the abduction of your travel companions.

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 will organise an alert message (e.g. via radio) and will cover the cost of this.

1.4 Prosecution

We shall grant a loan up to the amount specified in Section I for the costs listed below. You must repay the loan to us immediately upon reimbursement by the authority or the court, but within 3 months of disbursement at the latest.

1.4.1 Assistance if arrested or detained or when at risk of being arrested or detained

If you are arrested or threatened with imprisonment, we will assist you in obtaining a lawyer and/or an interpreter. If this occurs, we provide a loan for court, legal and interpreting costs, up to the agreed amount.

1.4.2 Loan for bail

We will provide a loan for any bail demanded by the authorities up to the agreed amount.

1.5 Loss of money and documents

1.5.1 Loss of travel money

If you experience a financial emergency due to the loss of your means of payment through theft, 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 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 the amount specified in Section I 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.

1.5.2 Loss of credit and 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 incurred despite blocking the card.

1.5.3 Loss of travel documents

If travel documents are lost, we shall assist you in obtaining replacement documents.

1.6 Booking changes/delays

If you get into difficulty because you miss a booked transport service or because booked transport is delayed or cancelled, we will help you change 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 changes to the planned itinerary.

2 What qualifies as an insured event?

An insured 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 you face during the trip, referred to in clause 1.

3 What should you bear in mind if an insured event occurs (obligations)?

– Additions to Section II, clause 5. –

3.1 Contacting the worldwide emergency service

The prerequisite for the complete services of the emergency insurance is that you or a person commissioned by you contact our worldwide emergency service by telephone or in any other way when the insured event of damage occurs. 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".

3.2 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in Section II, clause 5.5.

Section IV - Excerpt from the Insurance Contracts Act (VVG)

§ 19 Duty of notification

(1) ¹Up to the submission of his contractual declaration, the policyholder must notify the insurer of the risk circumstances known to him that are relevant for the decision by the insurer to conclude the contract with the agreed content and which the insurer has asked about in text form. ²If the insurer asks questions pursuant to sentence 1 after the contractual declaration by the policyholder, but before the acceptance of the contract, the policyholder is also obligated to give notification in this regard too.

(2) If the policyholder breaches his duty of notification pursuant to paragraph 1, the insurer can withdraw from the contract.

(3) ¹The insurer's right of withdrawal is excluded if the policyholder has not breached the duty of obligation in a wilful or grossly negligent manner. ²In this case, the insurer has the right to terminate the contract giving a period of notice of one month.

(4) ¹ The insurer's right of withdrawal due to a grossly negligent breach of the duty of obligation and his right of termination pursuant to paragraph 3 clause 2 are excluded if he would have concluded the contract even if he was aware of the undisclosed circumstances, even if under different conditions. ²The other conditions, at the insurer's request, become part of the contract retrospectively, with a breach of duty for which the policyholder is not responsible from the current insurance period.

(5) ¹The insurer is entitled to the rights pursuant to paragraphs 2 to 4 only if it has pointed out to the policyholder by separate notification

tion in text form the consequences of a breach of the duty of notification. ²The rights are excluded if the insurer was aware of the circumstance not notified or knew of the incorrectness of the notification.

(6) ¹If in the case of paragraph 4 clause 2 the premium increases by more than 10 per cent or if the insurer excludes the protection against risks for the circumstance that was not notified, the policyholder can terminate the contract within a month after receipt of the notification from the insurer without giving a notice period. ²The insurer must point out this right to the policyholder in the notification.

§ 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 a contractual obligation

(2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of a contractual obligation on the part of the policyholder, the insurer shall be released from the liability if the policyholder intentionally breached the obligation. In the event of a grossly negligent failure to honour 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 for performance insofar as the failure to honour the obligation caused neither the occurrence nor the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. Sentence 1 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.

§ 38 Delayed payment of first insurance premium

(1) ¹If a follow-up premium is not paid on time, the insurer may, at the policyholder's expense, specify a payment period in writing to the policyholder, which must be at least two weeks. ²The provision is only effective if it quantifies the outstanding amounts of the premium, interest and costs in detail and indicates the legal consequences associated with the expiry of the period in accordance with paragraphs 2 and 3; in the case of combined contracts, the amounts must be indicated separately in each case.

(2) If the insured event occurs after expiry of the deadline and if the policyholder is in default with the payment of the premium or interest or costs, the insurer is not obliged to pay benefits.

(3) ¹The insurer may terminate the contract after the deadline has expired without observing a deadline, provided that the policyholder is in default with the payment of the amounts owed. ²The termination can be combined with the determination of the payment deadline in such a way that it becomes effective upon expiry of the deadline if the policyholder is in default of payment at this time; the policyholder must be expressly informed of this upon termination. ³The termination shall become ineffective if the policyholder makes the payment within one month after the termination or, if it has been combined with the deadline provision, within one month after expiry of the deadline; Paragraph 2 shall remain unaffected.

§ 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 he 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 failure to honour 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) 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.

Arbitration bodies

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

Participation in dispute resolution proceedings before a consumer arbitration board is based on our voluntary membership of Versicherungsombudsmann e.V.

Versicherungsombudsmann e.V.

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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.