

## Terms and Conditions for Travel Insurance provided by Europäische Reiseversicherung AG (VB-ERV 2009 Terms and Conditions)\*

The following terms and conditions under Articles 1 – 12 and the →glossary apply to all types of travel insurance offered by Europäische Reiseversicherung AG (hereinafter referred to as ERV). The following Articles A – L govern the cover provided by each type of insurance.

### General Terms and Conditions

#### Article 1 →Insured trips

Insurance cover is provided for the relevant →insured trip.

#### Article 2 Beginning and end of insurance cover

The insurance cover

- must be concluded for the duration of the entire trip;
- begins in the Travel Cancellation Insurance (Part A) with the conclusion of the insurance contract, at the earliest on booking the trip, and ends when the trip commences (→commencement/start of trip). In the Cover for Travel Delays on the outward journey (Part A § 5), the cover ends when the outward journey has been completed;
- begins in the Incoming Medical Insurance for Foreign Visitors (Part I) at the agreed point in time, at the earliest on entering the first →host country, and ends at the agreed point in time, but at the latest on leaving the →host countries;
- begins in the other insurance packages at the agreed point in time, at the earliest on starting the trip (→start of the trip), and ends at the agreed point in time, but at the latest on ending the →insured trip;
- will extend beyond the agreed point in time if the scheduled end of the trip is delayed for reasons beyond the control of the →insured person.

#### Article 3 Premium

- The premium is due →immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.
- If the premium has not been paid when the insured event occurs, ERV will be released from the obligations to make payments, provided that the →policyholder is responsible for nonpayment.

#### Article 4 Exclusions

- Loss or damage resulting from war, civil war, events similar to war, civil commotions, →pandemics, nuclear energy or other ionising radiation, strikes and other forms of industrial action, requisition, and other events relating to Act of God.
- However, there shall be insurance cover if the →insured person is unexpectedly affected during the →insured trip by an event involving a war, civil war, events similar to war or civil commotions. This insurance cover lapses at the end of the seventh day after the →commencement of a war or civil war. The extension will not apply to trips in states where a war or civil war is already in progress on the territory of the state at the time when the →insured person enters the state or if the Foreign Office of the Federal Republic of Germany has issued a travel warning applicable at the time of entering the state. The extension is also not applicable to active participation in war or civil war and to consequences of an accident or illness resulting from the use of ABC weapons.
- Loss or damage in connection with terrorist attacks is not covered, if the Foreign Ministry issued a travel alert for the corresponding destination territory before the →start of the trip.

#### Article 5 Obligations following occurrence of the insured event

- The →insured person is under an obligation,
  - not to do anything which might result in an unnecessary increase in costs (obligation to reduce losses);

- to notify ERV of the loss or damage →immediately;
  - to allow ERV to carry out any reasonable investigations into the cause and extent of its liability to make payment, truthfully to give any factual information which may be helpful for this purpose, to supply original documents in support, and, where appropriate, to release the doctors providing treatment from their duty of professional confidentiality, if knowledge of data is necessary in order to establish whether ERV has an obligation to pay the claim and if so, the level of payment to be made.
- If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

#### Article 6 Payment of benefit

- Once the cause and extent of ERV's liability has been established, the benefit must be paid within two weeks.
- Any costs which the →insured person incurs in foreign currencies will be reimbursed in Euro at the exchange rate applicable on the day on which these costs were paid by the →insured person.

#### Article 7 Claims against third parties

- To the extent allowed by law, claims for damages against third parties are assigned to ERV up to an amount equal to the sum paid out.
- The →insured person will be under an obligation, where required, to assign claims for damages in this amount to ERV.

#### Article 8 Special reasons for lapse of cover

ERV is released from its liability to make payment if, after the occurrence of the insured event, the →insured person deliberately attempts to deceive ERV as to the circumstances which are material to the cause or extent of its liability to make payment or intentionally or deliberately makes untrue statements, particularly in the claim notification, even when this does not cause loss or damage to ERV. In the case of intentional wrongdoing, ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made.

#### Article 9 Benefits under other insurance policies

- If an insured event occurs and benefit can be claimed under other insurance policies, these liability obligations shall take precedence. This shall also be applicable if a subordinated liability has been agreed in one of these insurance policies. The claims of the →insured person shall not be affected and shall not be impaired by this circumstance. If the →insured person reports the insured event to ERV, the latter will perform first and settle the claim in accordance

- with the terms and conditions of insurance.
- The above provision shall not be applicable for the Travel Accident Insurance and the Air Accident Insurance (Parts G and J).

#### Article 10 Domestic jurisdiction/Applicable law

- Jurisdiction for actions against ERV will be vested in the courts of Munich or in the courts of the place of residence of the →policyholder in Germany.
- Where legally permitted, the applicable law will be the law of Germany.

#### Article 11 Statute of limitations

- Claims arising from the insurance policy shall lapse within three years. The limitation of time commences at the end of the year in which the claim arose and came to the attention of the →insured person or must have come to that person's attention.
- If the →insured person has notified his/her claim to ERV, the limitation of time is suspended until the →insured person has received the decision from ERV.

#### Article 12 Notices and declarations of intent

Notices and declarations of intent of the →insured person, the →policyholder and ERV must be in writing, unless expressly agreed to the contrary. →Insurance agents shall not be authorised for acceptance.

<b>A</b>	<b>Travel Cancellation Insurance</b>
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#### § 1 Cover provided

ERV will pay

- for cancellation of the trip;
- for delayed →commencement of the trip;
- for delays on the outward trip;
- for travel mediation fees;
- for →rebooking charges.

#### § 2 Cancellation of the trip

- ERV will reimburse the cancellation charges due by contract up to the agreed sum insured, if
  - the →insured person or a risk person is affected by one of the insured events listed below,
  - the occurrence of the event could not be foreseen when the outward or return journey was booked,
  - the cancellation took place on account of this event and
  - it is therefore not reasonable to expect the →insured person or risk person to undertake the trip as scheduled.
- Insured events are
  - death;
  - serious injury resulting from an accident;
  - unexpected serious illness;
  - pregnancy;
  - immunisation intolerance;
  - breaking of prostheses and loosening of implanted joints;
  - loss or damage to property due to fire, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person is necessary for loss assessment;
  - loss of employment as a result of unexpected dismissal by the employer for business reasons;
  - the taking up of employment (→employment relationship) including →change of employment;

\*Important: The information contained in this English version of the Terms and Conditions for Travel Insurance is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions for Travel Insurance, the German original version of the Terms and Conditions for Travel Insurance, entitled: "Versicherungsbedingungen für Reiseversicherungen der Europäische Reiseversicherung AG (VB-ERV 2009)" shall prevail at all times.

- j) the retaking of a failed examination at a →school/ university, if the date of the retaken examination unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip;
  - k) for student trips: leaving a class for good prior to commencement of the insured trip, e.g. due to a change of schools or failure to move up to the next higher class;
  - l) the unexpected call-up of the →insured person for military service, for reserve duty training or for alternative civilian service, if the date cannot be postponed and the cancellation charges are not paid by another insurance provider.
3. Risk persons are
- a) the →relatives of the →insured person;
  - b) →carers;
  - c) persons travelling on the trip and their →relatives and →carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. →Relatives travelling on the trip are always deemed to be risk persons.

### § 3 Medical consulting service

1. If the →insured person falls ill or suffers an accident after booking the trip, the medical consulting service of ERV will advise as to whether and when the insured trip should be cancelled.
2. If contrary to the assessment of the medical consulting service it turns out that the insured trip cannot be made after all, the cancellation will be effective →immediately if made once the inability to travel has been established.
3. If the →insured person initially fails to cancel the trip against the advice of the medical consulting service and the trip does not commence later due to this illness or the consequences of the accident, ERV will reimburse the cancellation charges that would have been incurred if the trip had been cancelled →immediately.

### § 4 Delayed →start of trip

1. ERV will pay verified additional costs of the outward trip up to the amount of the cancellation costs which would have been incurred if the trip had been cancelled →immediately up to a maximum of the agreed sum insured.
2. A prerequisite for this is that the →insured person would have been entitled to insurance benefit in the event of cancellation of the trip pursuant to § 2. The costs of the outward trip will be paid corresponding to the type and standard originally booked.

### § 5 Cover for delays on the outward trip

1. ERV will reimburse
  - a) the additional costs of the outward trip corresponding to the type and standard originally booked, up to € 1,500 per insured event, if the →insured person misses a connection by at least two hours (referring to the delayed arrival at the destination) due to the delay of →public transport and, as a consequence, the outward trip is delayed;
  - b) the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to € 150 per insured event, if the outward trip of the →insured person is delayed by at least two hours due to the delay of →public transport.
2. A prerequisite for this is that the cover includes connections.

### § 6 Agency charges

1. ERV will reimburse any commission which the →insured person is required to pay the travel agency, up to a maximum of €100 per person, if these charges were contractually agreed at the time that the trip was booked, were owed and invoiced, and ERV will reimburse such charges in the amount of the insured sum selected.
2. A prerequisite for this is that the →insured person is entitled to reimbursement of cancellation costs pursuant to § 2. Charges only owed to the travel agent as a result of cancelling the trip are not reimbursed (e.g. processing charges for cancellation of a trip).

### § 7 Cover for rebooking charges

ERV will reimburse the →rebooking charges incurred by the →insured person up to the amount of the cancellation charges which would have been incurred if the trip had been cancelled →immediately, provided that the insured trip is rebooked for any of the insured reasons specified under § 2 no. 2.

### § 8 Exclusions

No insurance cover is provided,

- a) if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- b) in the case of →chronic psychiatric illnesses, even if these occur as episodes and addictive disorders;
- c) if the medical referee appointed by ERV (see § 6 No. 3 c) does not confirm the incapacity to travel;
- d) in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- e) for agency charges owed to the travel agent as a result of cancelling the trip (e.g. processing charges for cancelling a trip).
- f) for charges payable for a visa;
- g) for bounties on hunting trips.

### § 9 Obligations following occurrence of the insured event

1. In order to receive a benefit pursuant to § 2, the →insured person will be under an obligation to cancel the trip →immediately on the occurrence of the insured cause of cancellation in order to keep the cancellation charges to a minimum.
2. The insured person shall submit the following documents to ERV:
  - a) proof of insurance, booking documents and as necessary a bill for cancellation costs and a bill for payments to intermediaries including verification of payment;
  - b) in the case of serious injury due to an accident, unexpected serious illness, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
  - c) in the case of death a death certificate;
  - d) in the case of damage to property suitable verifications (e.g. police report);
  - e) in the case of loss of employment the notice of termination from the employer;
  - f) in the case of taking up employment (→employment relationship) or a →change of employment a copy of the new employment contract as proof of the new →employment relationship;
  - g) in the case of retaking an examination or leaving a class for good a certificate of confirmation from the →school/ university;
  - h) in the case of unexpected call-up of the →insured person for military service, for reserve duty training or for alternative civilian service a confirmation from the authorities that the date cannot be postponed and the cancellation charges are not reimbursed;
  - i) in the case of cancellation of a holiday home, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hire item for further rental purposes;
  - j) in the case of delayed →public transport a confirmation of the delay from the transport company.
3. At the request of ERV, the →insured person is also obliged to carry out or permit the following as proof of the insured event,
  - a) to submit a certificate of disability and as necessary a specialist medical report;
  - b) to grant ERV the right to initiate an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or an unexpected serious illness in the form of a specialist medical report;
  - c) to undergo an examination carried out by a medical referee appointed by ERV.
4. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence.

If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 10 Excess

For tariffs with excess, the excess to be paid by the →insured person for each insured event shall be 20% of the benefit payment, but at least € 25 per person.

### § 11 Value insured/Underinsurance

1. The sum insured per →insured trip must correspond to the full agreed price of the trip including any payments due to intermediaries on booking (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) ERV will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

## B Curtailment Insurance

### § 1 Cover provided

ERV will pay for the following

- a) unscheduled →curtailment of the trip;
- b) →travel services not used;
- c) delays on the return trip;
- d) extended stay;
- e) interruption of the tour;
- f) fire or →natural events during the trip, in so far as the →insured person or a risk person was affected by an insured event not foreseeable when the trip was booked and on account of which it was unreasonable for the →insured person to complete the scheduled trip.

### § 2 Insured events/Risk persons

1. Insured events are
  - a) death;
  - b) serious injury resulting from an accident;
  - c) unexpected serious illness;
  - d) breakage of a prosthesis and loosening of implanted joints;
  - e) loss or damage to property due to fire, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person is necessary for loss assessment.
2. Risk persons are
  - a) the →relatives of the →insured person;
  - b) →carers;
  - c) persons travelling on the trip and their →relatives and →carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. →Relatives travelling on the trip are always deemed to be risk persons.

### § 3 →Curtilment of the trip/Unscheduled curtailment

If the →insured person cannot complete the →insured trip as scheduled on account of an insured event, ERV will pay for the additional costs of the return journey corresponding to the type and standard originally booked, provided that the return trip was booked and insured with the outward trip.

### § 4 →Travel services not used

ERV will pay the pro rata travel price for the →travel services not used up to the amount of the contractually agreed sum, less the return travel costs, if the trip was curtailed prematurely on account of an insured event.

## § 5 Cover for delays on the return trip

1. ERV will reimburse
  - a) the additional costs of the return trip corresponding to the type and standard originally booked, up to € 1,500 per insured event, if the →insured person misses a connection by at least two hours (referring to the delayed arrival at the destination) due to the delay of →public transport and, as a consequence, the return trip is delayed;
  - b) the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to € 150 per insured event, if the return trip of the →insured person is delayed by at least two hours due to the delay of →public transport.
2. A prerequisite for this is that the cover includes connections.

## § 6 Extended stay

1. If it is not possible to move the →insured person or a risk person travelling with him/her due to a serious injury as a result of an accident or unexpected serious illness during the →insured trip, and if he/she is therefore not able to complete the →insured trip as scheduled, ERV will pay for each event the verified additional costs which the →insured person incurs for accommodation
  - a) up to € 1,500, if an accompanying risk person is undergoing hospital treatment or
  - b) up to € 750, if only out-patient treatment is given to the →insured person or an accompanying risk person.
2. A prerequisite for this is that the accommodation was booked and insured with the trip. Where such costs are paid, the standards originally booked will be taken as the basis. The costs for hospitalisation will not be paid.

## § 7 Interrupted tour

ERV will pay the travel costs to catch up with the tour group up to the amount of the contractually agreed sum, if the →insured person or an accompanying risk person on the booked tour is temporarily unable to carry on the tour as a result of an insured event. ERV will pay the travel costs to catch up with the tour group up to a maximum of the value of the →travel services not yet used less the return travel costs.

## § 8 Fire or →natural events during the trip

1. If the →insured trip cannot reasonably be completed on schedule as a result of fire or a →natural event at the holiday resort or if the presence of the →insured person or an accompanying risk person is required at their place of residence on account of such an event, ERV will pay the additional cost for the unscheduled return trip and the extended stay.
2. The prerequisite for this is that the accommodation and/or the return journey was booked and insured with the outward journey. The costs will be paid corresponding to the type and standard originally booked.

## § 9 Exclusions

No insurance cover is provided,

- a) if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, an aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- b) in the case of →chronic psychiatric illnesses, even if these occur as episodes, and addictive disorders;
- c) in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- d) for charges payable for a visa;
- e) for bounties on hunting trips.

## § 10 Obligations following occurrence of the insured event

1. The →insured person shall submit the following documents to ERV:
  - a) proof of insurance, booking documents and bills;
  - b) in the case of serious injury due to accident, unexpected serious illness, and breakage of prosthesis and loosening of implanted joints, a medical certificate from a doctor at the holiday resort, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
  - c) in the case of death a death certificate;

- d) in the case of loss or damage to property or as a consequence of natural events suitable verifications (e.g. police report);
  - e) in the case of delayed →public transport a confirmation of the delay from the transport company.
2. At the request of ERV, the →insured person is also obliged to provide verification of the insured event and also grants ERV the right to submit to an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or unexpected serious illness by a specialist medical report.
  3. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

## § 11 Excess

For tariffs with excess, the excess to be paid by the →insured person for each insured event shall be 20% of the benefit payment, but at least € 25 per person.

## § 12 Value insured/Underinsurance

1. The sum insured per →insured trip must correspond to the full agreed price of the trip including any payments due to intermediaries on booking (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) ERV will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

## C Medical Travel Insurance

### § 1 Cover provided

In the event of serious illnesses, which occur in acute form on the →insured trip, or in the event of accidents, ERV will pay the costs of

- a) medical treatment →abroad;
- b) medical and baggage transport;
- c) repatriation in the event of death.

### § 2 Medical treatment →abroad

1. ERV will pay the costs of medical treatment required →abroad, which is performed or ordered by doctors. This includes in particular the costs of
  - a) in-patient treatment in hospital including operations that cannot be delayed;
  - b) out-patient treatment;
  - c) drugs, medicines and bandages;
  - d) in the event of a premature birth up to and including the 32nd week of pregnancy, the costs of necessary treatment →abroad for the newborn child;
  - e) dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement of teeth up to a total of € 250 for each insured event;
  - f) purchase of heart pacemakers and prostheses required for the first time on account of an accident or an illness on the insured trip to ensure that the →insured person can travel;
  - g) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness on the insured trip up to the total of € 250 for each insured event.
2. If medical return transport is required by the end of the →insured trip because it is not possible to move the →insured person, ERV will pay the costs of medical treatment up until the day when it is possible to move the →insured person.

### 3. Hospital daily benefit

- The →insured person, if he/she requires medical treatment as an in-patient in a hospital (→medically necessary treatment) while →abroad, will have a choice of receiving a hospital daily benefit of € 50 per day of in-patient treatment for a maximum of 30 days from the start of hospital treatment, instead of the reimbursement of costs for hospital treatment. The right to choose must be exercised →immediately at the start of in-patient treatment and ERV must be informed.
4. If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, ERV will pay the costs of accommodation for an accompanying person in the hospital.
  5. Telephone costs  
Telephone costs to make contact with the Emergency Call Centre of ERV will be paid up to € 25 for each insured event.

## § 3 Medical and Baggage Transport/Repatriation

ERV will pay the costs for

- a) medical transport for the in-patient stay in the hospital →abroad and back to the accommodation at the holiday resort;
- b) medical transport for initial out-patient treatment at the hospital →abroad;
- c) medically effective and reasonable evacuation of the →insured person from →abroad back to the place of residence of the →insured person or to a suitable hospital nearest to his/her place of residence;
- d) the return of baggage from the holiday resort to the place of residence of the →insured person;
- e) the funeral costs →abroad or repatriation of the deceased person to the place of burial in the event of death.

## § 4 Travel in Germany

The following insurance cover is provided for persons with a permanent place of residence in Germany for travel within Germany:

- a) In the event of the →insured person requiring medical treatment as an inpatient in hospital (→medically necessary treatment) at the holiday resort during the trip as a result of the occurrence of an acute illness or injury, ERV will pay a hospital daily benefit of € 50 per day for a maximum of 30 days from the start of hospital treatment.
- b) ERV will pay the costs of medically reasonable evacuation from →abroad back to the place of residence of the →insured person and/or to a suitable hospital nearest to his/her place of residence, and repatriation of the deceased person to the place of burial in the event of death.
- c) ERV will reimburse the costs for the return of baggage from the holiday resort to the place of residence of the →insured person.

## § 5 Transfer stays in Germany

If the →insured person does not have their permanent place of residence in Germany and if the →insured person stays in Germany up to a maximum of 48 hours for purposes of onward travel to the destination country or back to the →home country, ERV will pay the treatment costs, costs of medical and baggage transport and repatriation in the scope defined in §§ 2 and 3.

## § 6 Exclusions/Restrictions

1. The following are not insured
  - a) medical treatment which was the reason for going on the trip (→start/commencement of trip);
  - b) medical treatment and other measures ordered by a doctor where the →insured person was aware when →starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
  - c) deterioration of existing diseases, if they were foreseeable at the →start of the trip;
  - d) purchase and repair of aids to assist sight and hearing aids;
  - e) purchase of heart pacemakers and prostheses required for the first time on account of an accident or an illness on the insured trip to ensure that the →insured person can travel;
  - f) costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the abuse of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;

- g) acupuncture, fango and massages;
  - h) need for care or safe-keeping;
  - i) psychoanalytical and psychotherapeutic treatment and hypnosis.
2. If a treatment or some other measure exceeds the level necessary on medical grounds (→medically necessary treatment), ERV is entitled to reduce its payment to a reasonable amount. The calculated fees and charges must not exceed the scope generally deemed to be customary and reasonable in the relevant country. Otherwise, the reimbursement shall be restricted to standard rates applicable in the country.

### § 7 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation,
  - a) to make contact with the Emergency Call Centre of ERV →immediately before the start of in-patient treatment in a hospital and before medical evacuation is carried out;
  - b) to submit to ERV the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of ERV.
2. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 8 Excess

For tariffs with excess, the excess to be paid by the →insured person for costs of medical treatment abroad shall be € 100 for each insured event.

### § 9 Reimbursement of expenses on preinvolvement of other insurers

If the costs of medical treatment →abroad, as covered under § 2, are firstly submitted to another insurer that is involved in the reimbursement of costs, ERV will pay the →insured person a one-off amount of € 50 over and above the reimbursement of costs.

### § 10 Reimbursement under other insurance contracts

If the →insured person suffers financial loss where ERV shares the costs with another insurer, ERV will waive the involvement of the other insurer at its own discretion or make up for the loss.

## D Medical Emergency Assistance

### § 1 Cover provided

ERV will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following medical emergencies during the trip.

### § 2 Illness/Accident

1. Information about medical care  
ERV will, on request, provide information before and after the →start of the trip on the options for care of the →insured person by a doctor. Where possible, it will appoint an English-speaking or German-speaking doctor.
2. Hospitalisation  
Where the →insured person is treated as an in-patient in a hospital, ERV will provide the following services:
  - a) Care  
Through a doctor appointed by ERV, contact will be established with the hospital doctors giving treatment and, where required, with the →insured person's doctor at home and will ensure information is passed between the doctors involved. ERV will, on request, ensure that →relatives of the →insured person are informed.

- b) Hospital visit  
If hospitalisation looks likely to last for more than five days, ERV will organise a trip for a person close to the →insured person to the place of hospitalisation and from there back to his/her place of residence. ERV will pay the costs of the means of transport.
- c) Cost payment/Settlement  
ERV will give the hospital a guarantee to pay costs up to € 15,000. In the name of and at the request of the →insured person, it will settle with the bodies responsible for bearing the costs guarantee of treatment. Any sums paid by ERV that are not borne by the responsible insurance companies must be paid back to ERV by the →insured person within one month of the account being rendered.

### § 3 Medical evacuation and return of baggage

1. As soon as it is medically prudent and reasonable, ERV will organise the return transport of the →insured person to his/her place of residence or to a suitable hospital nearest to his/her place of residence, by a medically appropriate means of transport (including air ambulance).
2. In such case, ERV will also organise the return of baggage from the holiday resort to the place of residence of the →insured person.

### § 4 Medicine consulting service

- ERV will consult the →insured person
- a) on medicine required on the insured trip;
  - b) on substitute medicinal products if medicine required on the trip is lost.

### § 5 Death

If the →insured person dies on the trip, ERV will, at the request of the →relatives, organise burial →abroad or repatriation of the deceased person to the place of burial.

### § 6 Return transport for children

1. If children under the age of 16 travelling on the trip can no longer be cared for because of death, accident or unexpected serious illness suffered by the →insured person, ERV will organise return travel to the place of residence.
2. ERV will pay for the additional costs arising over and above the cost of the return journey originally planned.

### § 7 Search, rescue and recovery costs

If the →insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, ERV will pay costs of up to € 10,000.

### § 8 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation to make contact with the Emergency Call Centre of ERV →immediately.
2. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

## E RundumSorglos Service

### § 1 Cover provided

ERV will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following emergencies during the trip.

### § 2 Loss of traveller's means of payment and travel documents

1. Traveller's means of payment  
If the →insured person suffers financial distress due to theft, robbery or other loss of his/her traveller's

means of payment, ERV will establish contact with his/her bank.

- a) Where necessary, ERV will assist in transferring the sum made available by the →insured person's bank.
  - b) If it is not possible to make contact with the →insured person's bank within 24 hours, ERV will provide the →insured person with a loan of up to € 1,500. This sum must be paid back to ERV within one month of the end of the trip.
2. Credit, EC and mobile phone cards  
If credit, EC and mobile phone cards are lost, ERV will assist the →insured person in stopping payment on the cards. ERV will not however be liable for the stoppage of payment being properly performed or for any pecuniary loss suffered in spite of the stoppage of payment.
  3. Travel documents  
If travel documents are lost, ERV will assist the →insured person in obtaining replacements.

### § 3 Lateness, cancellation, missing a flight or any other booked means of travel

1. If a flight or any other booked means of travel is delayed or cancelled, or if the →insured person misses such a booked form of travel, ERV will advise on rebooking options.
2. ERV will, if requested by the →insured person, inform third parties of changes to the planned itinerary.

### § 4 Curtailment of trip/delayed return journey

1. ERV will organise the return journey of the →insured person and advance any additional costs of the return journey if the →insured person or a risk person cannot complete the trip as planned for the following reasons: death, serious accident, unexpected serious illness, breaking of prostheses and loosening of implanted joints, loss or damage of property due to fire, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person or an accompanying risk person is necessary for loss assessment.
2. Risk persons are
  - a) the →relatives of the →insured person;
  - b) →carers;
  - c) persons travelling on the trip and their →relatives and →carers, provided not more than four persons and, where applicable, a further two accompanying under-age children have booked the trip together. →Relatives travelling on the trip are always deemed to be risk persons.
3. The →insured person must repay to ERV the sums paid out within three months after payment. If a claim exists under Part B of these Terms and Conditions, only the amount above and beyond this claim needs to be repaid.

### § 5 Overbooking

If the →insured person cannot start or continue the booked trip as planned due to overbooking of the means of transport, ERV will advise on rebooking options.

### § 6 Unscheduled return journey

In the event of any unscheduled return journey as a result of an emergency, also due to an insured event, ERV will advise on rebooking options.

### § 7 Personal message

If the →insured person cannot be reached during the trip, ERV will make arrangements for a personal message to be broadcast on the radio and will bear the costs for this.

### § 8 Information to third parties

In the event of changes to the itinerary or if the →insured person experiences an immediate emergency, ERV will endeavour to pass on information to →relatives and the employer at the request of the →insured person.

### § 9 Information and safety notices

At the request of the →insured person, ERV will provide information about

- a) the nearest diplomatic mission (address and telephone contact);
- b) travel warnings and safety notices from the Foreign Ministry of the Federal Republic of Germany.

## § 10 Prosecution

If the →insured person is arrested or threatened with arrest, ERV will assist in obtaining a lawyer and an interpreter. It will advance court costs, and the costs of lawyers and interpreters up to € 2,500 and, where required, bail of up to € 12,500. The →insured person must repay to ERV the sums paid out →immediately after they are refunded and at the latest within three months.

## § 11 Psychological counselling

If the →insured person suffers acute mental trauma during the →insured trip requiring psychological assistance, ERV will provide an initial counselling by telephone.

## F Travel Baggage Insurance

### § 1 Insured baggage

If the insured baggage means articles which are personal travel requisites, as well as →sports equipment, presents, and souvenirs of the trip.

### § 2 Cover provided

#### 1. Accompanied baggage

ERV will pay benefit if accompanied baggage is lost or damaged during the trip as a result of

- criminal action by a third party;
- accidents sustained by the means of transport;
- fire or →natural events.

#### 2. Unaccompanied baggage

ERV will pay benefit if unaccompanied baggage is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

### § 3 Level of benefit

If an insured event occurs, ERV will make payment up to the sum insured for

- articles lost or destroyed, this benefit will be the →current value;
- articles damaged, this benefit will be the necessary cost of repair and, where appropriate, an amount for permanent loss of value, but not more than the →current value;
- films, video, audio and data media, this benefit will be the material value;
- identity documents and visas, the official charges for obtaining new documents.

### § 4 Delayed collection of baggage

ERV will pay the verified expenses for replacement purchases necessary to continue the journey, up to € 250 per person or € 500 per family, if unaccompanied baggage fails to reach the destination on the same day as the →insured person due to delayed transportation.

### § 5 Exclusions/Restrictions

#### 1. The following are not covered:

- damage to items that are forgotten, left behind or lost;
- spectacles, contact lenses, hearing aids and prostheses;
- money, securities, tickets and documents of any type with the exception of official identity documents and visas;
- consequential pecuniary loss.

#### 2. Restrictions on insurance cover

- as unaccompanied baggage, video and photographic equipment, including accessories, are not insured. As accompanied baggage, these items are covered up to 50 % of the insured sum;
- Items of jewellery and valuables are not insured. However, these items are covered up to a total of 50 % of the insured sum if they are locked in a fixed, closed container (e.g. safe) or are carried around securely with the →insured person;
- IT equipment and software including the relevant accessories are insured up to € 500;
- Sports equipment including accessories are in each case insured up to 25 % of →the insured sum. They are not insured if they are being used in accordance with the normal rules and procedures;
- Presents and souvenirs are insured up to 10 % of the insured sum;

- Insurance cover for damage to baggage while using a tent and camping is only covered at officially organised camping sites.
- Baggage in a parked motor vehicle  
Insurance cover is provided if baggage is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle secured with a lock and the loss is sustained between the hours of 6.00 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

### § 6 Obligations following occurrence of an insured event

- The →insured person is under an obligation
  - to supply ERV with proof of insurance and booking documents;
  - to report loss or damage caused by criminal action →immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the items lost, and to have the fact of loss or damage confirmed. ERV must be supplied with a confirming certificate.
  - Damage to unaccompanied baggage must be reported →immediately to the transport company or the company providing accommodation. Where loss or damage is not apparent from the outside, the transport company must be requested, after the discovery, →immediately, to provide a written certificate relating to it within the prevailing deadlines for claiming, but not more than within seven days of handing out the item of baggage. ERV must be supplied with appropriate certificates confirming this.
  - to obtain confirmation of the delay of baggage from the transport company and supply ERV with written confirmation of this.
- If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 7 Excess

For tariffs with excess, the excess to be paid by the →insured person shall be € 100 for each insured event.

### § 8 Special reasons for lapse of cover

If the →insured person intentionally caused the loss or damage, ERV shall be released from its liability to make payment. If the →insured person caused the loss or damage by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person.

## G Travel Accident Insurance

### § 1 Cover provided

- ERV will pay the following insurance benefits for accidents sustained during the →insured trip, which lead to the death or permanent disablement of the →insured person.
- An accident is deemed to have occurred if the →insured person
  - suffers involuntary damage to his/her health as a result of an event which suddenly impinges on his/her body from outside;
  - a joint is dislocated or muscles, ligaments, tendons or joint capsules are strained or torn as a result of excessive exertion;
  - the →insured person suffers damage to health in the course of lawful defence or during efforts to rescue human life, animals or property.

### § 2 Death of the →insured person

- If the accident leads to the death of the →insured person within one year, ERV will pay his/her heirs the sum insured as agreed in the insurance certificate.
- As soon as ERV receives the documents which have to be supplied as verification of the claim on account of the death of the →insured person, ERV will clarify within one month whether, and if so at what sum, it accepts a claim.
- If ERV accepts the claim, the insurance benefit must be paid within two weeks.

### § 3 Disablement benefit

- Prerequisites for the payment of benefit are:
  - the accident leads to permanent impairment of the →insured person's mental or physical capabilities (disablement) and
  - the disablement occurs within one year of the accident and is medically confirmed by a doctor and a claim is submitted to ERV prior to the expiry of a further period of three months.
- If the →insured person dies as a result of the accident within one year of the accident, no claim may be made for a disablement payment.
- If the →insured person dies for a reason unconnected with the accident within one year of the accident or, for whatever reason, more than one year after the accident and if a claim to a disablement payment had arisen under (1), then payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
- The disablement payment is paid as a lump-sum payment from the sum agreed for the claim.
- The amount of benefit paid will be calculated on the basis of the sum insured and the degree of disablement.
- The following degrees of disablement are applicable for loss or inability to function:
  - of an arm..... 70 percent
  - of an arm to a point above the elbow joint..... 65 percent
  - of an arm below the elbow joint..... 60 percent
  - of a hand..... 55 percent
  - of a thumb..... 20 percent
  - of an index finger..... 10 percent
  - of some other finger..... 5 percent
  - of a leg above the centre of the femur..... 70 percent
  - of a leg up to the centre of the femur..... 60 percent
  - of a leg to a point below the knee..... 50 percent
  - of a leg up to the centre of the tibia..... 45 percent
  - of a foot..... 40 percent
  - of a big toe..... 5 percent
  - of some other toe..... 2 percent
  - of an eye..... 50 percent
  - of the hearing in one ear..... 30 percent
  - of the sense of smell..... 10 percent
  - of the sense of taste..... 5 percent
  - of the voice..... 50 percent
- In the event of partial loss or partial impairment of function, the appropriate proportion of the relevant percentage will be applicable.
- In the case of parts of the body and organs of sense not dealt with above, the degree of disablement will be measured according to how far normal physical or mental capabilities are impaired, this assessment will be decided solely on medical grounds.
- If the accident impairs a number of parts of the body or organs of sense, the degrees of disablement determined in accordance with the regulations set out above will be added together. However, sums of more than 100 percent will not be accepted.
- If the affected parts of the body or sense organs were already permanently impaired before the accident, the degree of invalidity will be reduced by the prior disablement. The prior disablement should be assessed under (6).

### § 4 Payment of the insurance benefit in the event of permanent disablement

- Prior to completion of the therapy, a disablement payment cannot be claimed within one year of the occurrence of the accident.

2. As soon as ERV receives the documents which have to be supplied on completion of the therapy that must take place before the disablement can be assessed, it will state within three months whether, and if so at what sum, it accepts a claim.
3. If ERV accepts the claim, the insurance benefit must be paid within two weeks.
4. The →insured person and ERV shall be entitled to have the degree of disablement re-assessed medically each year for a maximum of three years from the accident event. The wish to exercise this right must be expressed by ERV in the statement referred to in section (2.) and by the insured →person within one month of receiving this statement. If the final assessment shows that the disablement benefit should be higher than that already paid by ERV, 5% annual interest will be paid on the additional amount.

## § 5 Exclusions/Restrictions

The following are not covered

- a) accidents due to mental disorders or unconsciousness, strokes, fits which affect the entire body, and pathological disturbances caused by mental reactions;
- b) accidents resulting from loss of consciousness due to alcohol or sedatives;
- c) accidents whose cause is associated with the operation of an aircraft. Cover is, however, still provided as a passenger of an airline;
- d) damage to health caused by medical procedures, radiation and infections, except where these ensue from an accident;
- e) accidents originating from the exercise of extreme sports (including in particular rafting, free-climbing, canyoning, abseiling, caving and potholing, mountain climbing, hang-gliding, paragliding, and parachuting), during participation in boxing or wrestling bouts, martial arts competitions, horse racing or cycle racing, and as a driver, passenger or occupant of a motor vehicle at race events, including the associated practice drives where attaining top speeds is the aim;
- f) accidents where something happens to the →insured person in the process of their intentionally committing or attempting to carry out a criminal act;
- g) accidents in which the →insured person intentionally carries out a criminal act or attempts to carry out such an act.

## § 6 Obligations following occurrence of an insured event

1. The →insured person is under an obligation,
  - a) to have himself/herself examined by doctors appointed by ERV. ERV will pay the necessary costs thereby incurred;
  - b) to authorise doctors providing treatment or giving expert opinions, other insurers, and authorities to supply any information that may be required to ERV and the doctors appointed by it.
2. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

## H Personal Liability Insurance for Travel

### § 1 Cover provided

ERV will provide the →insured person with cover against personal liability risks occurring on the →insured trip. Cover is provided, if, due to an insured event which results in death, injury or damage to the health of persons (bodily injury) or in damage or destruction of property (material damage), a claim is made against the →insured person under statutory liability provisions in private law.

### § 2 Scope of insurance cover

1. ERV's liability comprises checking the question of personal liability, contesting unjustified claims and providing indemnity for liability in respect of justified claims from third parties which the →insured person would have to pay. The indemnity assumes that the damages must be payable under an acceptance of liability given or approved by ERV, under a settlement concluded or approved by it, or under a judicial decision. If the →insured person acknowledges the claim without approval by ERV, ERV will indemnify the →insured person against the claims of third parties to the extent that these would also have occurred without acknowledgment.
2. If there is a legal action against the →insured person in respect of an insured event with the claimant or his/her heirs or assignees, ERV will conduct the legal action at its expense in the name of the →insured person. The expenses of ERV for these costs will not be ascribed as benefits to the limit of indemnity. This does not apply in the case of claims asserted before courts in the USA/Canada; in such cases the expenses for ERV to cover the costs of legal action will be set against the limit of indemnity.
3. If the liability claims exceed the limit of indemnity, ERV will bear the costs of the litigation only in the proportion of the limit of indemnity to the total amount of the claims, and also if it relates to several legal actions arising out of a single insured event.
4. If an insured event occurs which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings ERV wishes to appoint defence counsel for the →insured person or approves such appointment, ERV will pay the costs of this counsel.
5. If the →insured person has to provide a surety for a pension owed as a result of an insured event or if the insured person is obliged to make a surety payment or deposit to avert enforcement of a court decision, ERV will pay the surety or deposit on his/her behalf.
6. If ERV wishes to settle a personal liability claim by accepting liability or making an out-of-court or other settlement and cannot do so due to resistance by the →insured person, ERV shall not be liable to make payment for the additional expenditure incurred as from the date of refusal in respect of the main sum, interest and costs.

### § 3 Level of benefit

1. The total indemnification shall be limited in each claim to the agreed limit of indemnity.
2. Several claims arising at the same time from the same cause will be deemed to be a single loss event.

### § 4 Exclusions

1. ERV will not be liable if the →insured person has wilfully and unlawfully caused the event for which they bear responsibility towards the third party.
2. The cover does not extend to personal liability
  - a) for claims if they go beyond the scope of the statutory personal liability of the →insured person as a result of a contract or special consents;
  - b) for claims relating to salary, pension, wage or other defined amounts, subsistence, medical treatment in the case of incapacity and welfare claims;
  - c) the →insured persons among themselves and their accompanying →relatives;
  - d) resulting from transmission of an illness or disease by the →insured person;
  - e) for risks that are directly connected with employment activity, e.g. risks of a business, trade or profession, service, official position (also honorary position), a responsible activity in all types of association or an unusual or hazardous activity;
  - f) for hazards that are directly connected to the wilful and unlawful committing of a criminal act;
  - g) as a keeper of animals;
  - h) as owner, possessor, keeper or driver of a motor vehicle, aircraft or motorised water craft for loss or damage caused by the use of the motor vehicle, aircraft or motorised water craft;
  - i) for hunting and for loss or damage resulting from participation in horse racing, cycle racing or racing with motorised vehicles, boxing or wrestling bouts and preparations for such events;

- j) for loss of or damage to articles belonging to third parties which the →insured person has hired or borrowed or obtained as a result of unlawful interference with the possessions of another or which are the subject of a safe custody agreement. Cover does, however, extend to personal liability for damage to rented accommodation but not to the furniture and fittings included in the rental;
- k) for claims in respect of performance of contracts, post-performance, arising from self-repair, rescission, price reduction, or for damages instead of performance; for replacement of purely pecuniary loss on account of delay in payment or on account of other compensation payments occurring instead of fulfilment. This is also applicable in cases of statutory claims.

### § 5 Obligations and procedure following occurrence of the insured event

1. Insured event means an event which might result in personal liability claims against the →insured person for loss or damage. The loss event is the event, as a consequence of which the damage was caused directly to the third party. The time at which the cause of the loss or damage occurred, which led to the loss event, is not relevant.
2. ERV must be notified of any insured event within one week. If a preliminary investigation is instituted or a summons or order to pay is issued, the →insured person must notify ERV →immediately, even if he/she has already provided notification of the insured event itself. If the aggrieved party makes his/her claim against the →insured person, the latter must report this within one week of the claim being made. If a judicial claim is made against the →insured person, or legal aid is requested, or if he/she is given third-party notice by the court, he/she must also report this fact →immediately. The same applies in the case of attachments, interlocutory injunctions and proceedings to preserve testimony.
3. The →insured person is under an obligation, while following the directions of ERV, to do everything in his/her power to avoid and reduce the claim and to do anything which may help to clarify the circumstances of the claim, provided this does not involve doing anything unfair. The →insured person must assist ERV in avoiding the claim and in investigating and settling it, must provide ERV with detailed and true reports on the claim, must notify ERV of all the facts which have a bearing on the claim, and must send ERV all the documents which, in the view of ERV, are material to the assessment of the claim.
4. If the personal liability claim results in legal action, the →insured person must allow ERV to conduct the case, must grant power of attorney to the lawyer retained or nominated by ERV and must provide all the explanations deemed necessary by the lawyer or by ERV. The →insured person must lodge opposition in order to avail himself/herself of the appropriate rights of appeal in good time against orders to pay or other orders for damages issued by civil administrative authorities, without waiting for instructions from ERV.
5. If the →insured person accepts the personal liability claim in full or in part or by way of amicable settlement without prior agreement of ERV, the assessment of the liability issue and the provision of the indemnity for the →insured person by ERV shall not be affected by this.
6. If due to altered circumstances the →insured person acquires the right to ask for a pension payable to be stopped or reduced, the →insured person must have this right exercised by ERV in his/her name. The provisions of sections (3.) to (5.) above will apply as appropriate.
7. ERV is deemed to have authority to make, in the name of the →insured person, any declarations which it feels may be helpful in settling or avoiding the claim.
8. If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness

ness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

#### § 6 Excess

For tariffs with excess, the excess to be paid by the →insured person in case of material damage shall be € 150 for each insured event.

### I Incoming Medical Insurance for Foreign Visitors

#### § 1 Cover provided

In the event of serious illnesses, which occur in acute form on the →insured stay, or in the event of accidents, ERV will pay the costs of

- medical treatment in the →host country;
- medical and baggage transport;
- repatriation of the deceased person in the event of death.

#### § 2 Medical treatment in the →host country

1. ERV will pay the costs of →necessary medical treatment carried out or ordered by doctors in the →host country. This includes in particular the costs of:

- in-patient treatment in hospital including operations that cannot be delayed;
  - out-patient treatment;
  - drugs, medicines and bandages;
  - in the event of complications in pregnancy, termination of pregnancy on medical grounds, and miscarriages and premature births up to and including the 32nd week of pregnancy, the costs of medical treatment;
  - necessary treatment for the newborn child required in the →host country, in the event of premature birth up to and including the 32nd week of pregnancy;
  - dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of € 250 for each insured event;
  - purchase of heart pacemakers and prostheses required for the first time on account of an accident or an illness on the insured trip to ensure that the →insured person can travel;
  - aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness sustained on the →insured trip up to a total of € 250 for each insured event.
2. The costs of medical treatment in Germany are paid in the amount of the fee rates as defined in the Physicians' Fees Schedule (Gebührenordnung für Ärzte, GOÄ). Fee agreements are not recognised by ERV.
3. If medical return transport to the place of residence in the →home country of the →insured person is required by the end of the →insured stay because it is not possible to move the →insured person on the basis of medical confirmation, ERV will pay the costs of medical treatment up until the day when it is possible to move the →insured person.
4. If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, ERV will pay the costs of accommodation for an accompanying person in the hospital.

#### § 3 Medical and Baggage transport/Repatriation

ERV will pay the costs for

- medical transport to the hospital in the →host country;
- medical transport to the hospital in the →host country for initial out-patient treatment;
- medically reasonable evacuation of the →insured person from the →host country back to his/her place of residence or to a suitable hospital nearest to this place of residence;
- the return of baggage from the →host country to the place of residence of the →insured person;
- burial in the →host country or repatriation of the deceased person to the place of burial in the event of death.

### § 4 Exclusions/Restrictions

1. The following are not insured

- medical treatment which was the reason for the →insured stay in the →host country;
  - medical treatment and other measures ordered by a doctor where the →insured person was aware when →starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
  - medical treatment of diseases which already existed and were known at the →start of the trip, and deterioration of existing diseases, if they were foreseeable at the →start of the trip;
  - purchase and repair of aids to assist sight and hearing aids;
  - purchase and repair of heart pacemakers and prostheses unless the purchase is necessary for the first time on account of an accident or illness on the trip to ensure that the →insured person can travel;
  - costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the abuse of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
  - rest-cure, sanatorium or wellness treatments, as well as acupuncture, fango, and massages;
  - need for long-term care or safe-keeping;
  - psychoanalytical and psychotherapeutic treatment, as well as hypnosis;
  - optional benefits, e.g. single room or treatment by a chief physician;
  - treatments by spouses, parents or children. Verified non-personnel costs will be paid in accordance with the schedule of charges;
  - treatment as a result of attempted suicide and its consequences, including medical evacuation and repatriation due to death resulting from suicide;
  - the costs of routine examinations during pregnancy and after the 32nd week of pregnancy, the costs of medical treatment of complications in pregnancy, termination of pregnancy on medical grounds, and giving birth and the consequences. Termination of pregnancy on non-medical grounds is not covered at any time.
2. If a treatment or some other measure exceeds the level necessary on medical grounds (→medically necessary treatment), ERV is entitled to reduce its payment to a reasonable amount. The calculated fees and charges must not exceed the scope generally deemed to be customary and reasonable in the relevant country. Otherwise, the reimbursement shall be restricted to standard rates applicable in the country.

### § 5 Obligations following occurrence of an insured event

- The →insured person will be under an obligation
  - to make contact with the Emergency Call Centre of ERV →immediately before the start of in-patient treatment and before medical evacuation is carried out;
  - to submit to ERV the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of ERV.
- If any of the above obligations is intentionally not met, ERV will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 6 Excess

For tariffs with excess, the excess to be paid by the →insured person for medical treatment costs in the →host country shall be € 100 for each insured event.

### J Air Accident Insurance

#### § 1 Cover provided

Cover is provided only for those accidents, which the →insured person suffers as a passenger of an airline where the cause is related to the operation of the aircraft.

#### § 2 Applicability of the Terms and Conditions of Travel Accident Insurance

The Terms and Conditions of the Travel Accident Insurance (part G) also apply.

### K Sports Equipment Insurance

#### § 1 Insured articles

Insured articles refer to any →sports equipment of the →insured person.

#### § 2 Cover provided

- Accompanied →sports equipment  
ERV will pay benefit if accompanied →sports equipment is lost or damaged during the trip as a result of
  - criminal action by a third party;
  - accidents sustained by the means of transport;
  - fire or →natural events.
- Unaccompanied →sports equipment  
ERV will pay benefit if unaccompanied →sports equipment is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

#### § 3 Damage during intended use including ski breakage

- ERV will make payment if →sports equipment suffers damage during its intended use which results in complete and permanent uselessness.
- The prerequisite for this is that the →sports equipment is not older than two years.

#### § 4 Level of benefit

If an insured event occurs, ERV will make payment up to the sum insured for

- sports equipment lost or destroyed; this benefit will be the →current value;
- sports equipment damaged, this benefit will be the cost of necessary repairs and, where appropriate, a permanent loss of value, but not more than the current value;
- damage to →sports equipment which occurred during its intended use and resulted in its complete and permanent uselessness, this benefit will be the →current value.

#### § 5 Rental charges for →sports equipment

If the →insured person is unable to use the →sports equipment because

- of an insured event according to § 2;
  - the →sports equipment as unaccompanied baggage reaches the destination late,
- ERV will reimburse the →insured person for any rental charges for →sports equipment up to a total of € 25 per day, and not exceeding € 500.

### § 6 Exclusions/Restrictions

- The following are not covered:
  - damage to items that are forgotten, left behind or lost;
  - damage to motorised land, air or water vehicles;
  - damage for which a third party is liable by contract as the manufacturer, or seller or under a repair contract or any other contractual relationship.
- Restrictions on insurance cover  
Insurance cover for damage to →sports equipment during camping is only covered at officially organised camping sites.
- Sports equipment in a parked motor vehicle  
Insurance cover is provided if →sports equipment is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle and secured with a lock, and the loss is sustained between the hours of 6 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

## § 7 Obligations following occurrence of an insured event

- The →insured person is under an obligation
  - to supply ERV with proof of insurance and booking documents;
  - to report loss or damage caused by criminal action →immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the →sports equipment lost, and to have the fact of loss or damage confirmed. ERV must be supplied with a confirming certificate;
  - damage to unaccompanied →sports equipment must be reported →immediately to the transport company, the company providing accommodation or the baggage deposit. Any loss or damage that is not apparent from the outside must be notified in writing →immediately after discovery in compliance with the deadline for complaints or within seven days of handing out the item of baggage at the latest. ERV must be supplied with appropriate certificates confirming this;
  - in case of damage to the →sports equipment during its intended use, to obtain appropriate proof and to forward it together with the original receipt to ERV;
  - to request that the transport company confirm the delay of the →sports equipment and to supply ERV with an appropriate certificate confirming this.
- If any of the above obligations is intentionally not met, ERV shall be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

## § 8 Excess

For tariffs with excess, the excess to be paid by the →insured person shall be € 100 for each insured event.

## § 9 Special reasons for lapse of cover

If the insured person intentionally caused the loss or damage, ERV shall be released from its liability to make payment. If the →insured person caused the loss or damage by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person.

L	<b>Travel Cancellation Insurance for Student Trips</b>
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### § 1 Effectiveness of the terms and conditions applicable to Travel Cancellation Insurance

The terms and conditions specified for Travel Cancellation Insurance (Part A) shall be applicable.

### § 2 Teacher shortage risk

- Supplementing Part A § 2, the Travel Cancellation Insurance for Student Trips shall also cover the risk of teacher shortages.
- Where any of the accompanying persons is unable to go on the trip on grounds of an event specified in Part A § 2 no. 2 a) – g) and where, as a consequence, the entire trip needs to be cancelled because the number of accompanying persons is less than the minimum required, ERV will reimburse the cancellation charges of the →insured persons.
- If the trip cannot go ahead due to shortage of an accompanying person as specified under item 2, the →insured person is obliged
  - to provide proof of the occurrence of the insured event by submitting the documents specified in Part A § 9 no. 2 a) – d), and
  - to furnish a letter from the school which confirms that the number of accompanying persons is less than the minimum required.

- If any of the above obligations is intentionally not met, ERV shall be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

<b>Glossary</b>
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### A

#### Abroad

Abroad is not deemed to be Germany and not the country in which the →insured person has their permanent residence.

### C

#### Carers

Carers are those persons who care for the accompanying or non-accompanying →relatives of the →insured person who are under age or require long-term care (e.g. au-pair).

#### Change of employment

Change of employment refers to any situation where the employee changes employer with a resulting termination of the previous →employment relationship and conclusion of a new employment contract. Transfers within a company are not deemed a change of employment.

#### Chronic psychiatric illnesses

A chronic psychiatric illness is deemed to exist if the →insured person has been regularly under the care of medical treatment or psychotherapy on account of an underlying condition. Chronic illnesses also include those illnesses which occur as episodes.

#### Commencement/Start of trip

For purposes of Travel Cancellation Insurance, the trip is deemed to have commenced when the first booked travel service begins. The following individual events are deemed to be commencement for Travel Cancellation Insurance:

- for a flight: with check-in (or if the →insured person has checked in on the previous evening when the traveller goes through the security check on the day of travel)
- for a journey by sea: with check-in on the ship
- for a bus trip: when the traveller enters the bus
- for a rail trip: when the traveller enters the train
- for a trip by car: with acceptance of a hire car or a mobile home, when commencing the outward journey with the →insured person's own car when the first booked travel service is commenced, e.g. when responsibility for the booked holiday home is accepted. If a transfer service (e.g. rail & fly) is a fixed element of the overall trip, the trip commences when the transfer is commenced (entering the transfer vehicle, e.g. train).

For the purpose of all other travel insurance policies, the trip commences when the →insured person leaves their home.

#### Current value

The value is the sum generally required to purchase new items of the same kind and quality less an amount representing the condition of the articles insured (age, wear, usage, etc.).

#### Curtailed of the trip

A trip is deemed to have been curtailed, if the →insured person definitively ends his/her stay at the holiday destination and returns home.

### E

#### Employment relationship

Employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions. The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15 hours, concluded for at least one year.

### H

#### Home country

The home country is the country in which the →insured person has their permanent residence or last had their permanent residence before the commencement of the →insured stay.

#### Host country

The host country includes all the countries of the European Union, and Iceland, Liechtenstein, Norway and Switzerland. The country in which the →insured person has their permanent place of residence is not deemed to be the host country.

### I

#### Immediately

Without culpable delay.

#### Insurance agents

An insurance agent is the intermediary who concludes the insurance policy with the →policyholder as the representative of the insurer. The insurance broker who represents the →policyholder is not deemed to be the insurance agent.

#### Insured persons

Insured persons are the persons named in the insurance certificate or the receipt, or the group of persons described in the insurance certificate.

#### Insured stay/trip

The insured stay/trip is deemed to be the entire temporary stay/trip of the →insured person in/to the →host countries.

#### Insured trip

See under "Insured stay/trip"

### M

#### Medically necessary treatment

- Treatments and diagnostic procedures can only be insured if they have a diagnostic, healing and/or palliative purpose, are medically necessary and reasonable. They must be prescribed by a licensed, registered doctor, dentist or other therapist. Claims/costs will only be paid/reimbursed if the medical diagnosis and/or the prescribed treatment are in accordance with generally accepted medical procedures. Treatments are in particular not medically necessary if the →insured person has such treatments carried out against medical advice.
- Medical benefits or medical care are only regarded as medically necessary and reasonable, if
  - they are necessary in order to diagnose or treat the condition, the disease or injury of a patient;
  - the symptoms, the diagnosis and treatment are in accordance with the underlying disease;
  - they represent the most reasonable type and level of medical care and
  - they are carried out over a reasonable treatment period.

## **N**

### **Natural events**

Natural events include explosions, storm, hail, lightning, high water, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

## **P**

### **Pandemic**

A pandemic exists if an infectious disease breaks out on large parts of a continent or several continents (e.g. plague).

### **Policyholder**

The policyholder is the person who has concluded an insurance policy with ERV.

### **Public transport**

Public transport relates to all vehicles licensed for public conveyance of persons by air, land and sea. Vehicles used for tours/air tours, and hire cars and taxis are not deemed to be public transport.

## **R**

### **Rebooking charges**

Rebooking charges refers to any fees which a travel organiser may charge the →insured person because of a change of destination or travel dates.

### **Relative**

The relatives are the spouse or civilpartner, or partner living in cohabitation, children, parents, adopted children, adopted parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, and brothers-in-law and sisters-in-law of the →insured person.

## **S**

### **Schools (school-leaving certificate/school examination)**

Schools are deemed to be

- all educational institutions which are appropriate for meeting the statutory requirements of compulsory schooling, and those educational institutions which lead to the qualifications of school-leaving certificate, vocational school-leaving certificate, general certificate for entrance to a university, certificate for entrance to a specialist university, or to any other school leaving qualification following school education in accordance with the relevant national legislation;
- schools for apprenticeship trainees (vocational colleges) and schools in which a further accredited title (e.g. master craftsman) can be obtained from the chambers of industry and commerce or the craft guilds in accordance with specific trade guidelines.

Universities are deemed to be

- all colleges of higher education and universities at which students can gain an academic degree.

### **Sports equipment**

Sports equipment refers to all items required for practising a sport (e.g. golf club, surfboard, mountain bike, etc.) including accessories.

### **Start/Commencement of trip**

See under "Commencement of trip"

## **T**

### **Travel services**

Travel services are deemed to be, for example, a booking for a flight, a journey by sea, a bus or rail trip, a bus transfer or some other form of transport to or from the holiday destination, or at the destination the booking of a hotel room, a holiday home, a house boat or chartering a yacht.