

Terms and Conditions for Travel Insurance provided by Europäische Reiseversicherung AG (VB-ERV 2014)

The regulations of the **General Terms and Conditions** and the **→Glossary** apply to all types of travel insurance offered by Europäische Reiseversicherung AG (hereinafter referred to as ERV). The respective insurance cover taken out is defined in the **Special Sections**.

General Terms and Conditions

1. Who is the insured person?

You are the insured person if you are the person named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

2. Who can be the →policyholder?

2.1 →The policyholder can be whoever has his / her permanent place of residence or registered office in Germany or another EU / EEA country.

2.2 If risk periods up to four months are insured, the following applies: Anyone, who makes his / her contractual declaration in Germany or in an EU / EEA country, can be the →policyholder.

2.3 Proof that these requirements are met must be provided at our request. If they are not met, no insurance policy is concluded despite payment of the premium.

3. For which trip do you have insurance cover?

You have insurance cover for your insured trip.

4. When does your insurance cover begin and end?

4.1 Your insurance cover under the Travel Cancellation Insurance (Part A) begins with the conclusion of the insurance policy and ends when the →trip commences.

4.2 Under the Incoming Medical Insurance for Visitors from Abroad (Part G), your insurance cover begins with the agreed start of the insurance. Please note that your insurance cover commences at the earliest when you enter the first →host country. Your insurance cover ends at the agreed point in time, at the latest however when you leave the →host countries again.

4.3 Under the other insurance types, your insurance cover begins with the agreed start of the insurance, at the earliest however when the trip commences. Your insurance cover ends with the agreed point of time, at the latest however when you have finished your trip.

4.4 You were not able to finish your trip as scheduled for reasons beyond your control? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

5. What is the maximum trip duration we insure?

5.1 We insure your trip only if it is planned for a maximum of twelve months. In addition, you must not transfer your permanent place of residence.

5.2 Proof that these requirements are met must be provided at our request. If they are not met, no insurance policy will be concluded despite payment of the premium.

6. What must you take into account when paying the premium?

6.1 Deviating from § 33 para. 1 German Insurance Contract Law (VVG), the one-time premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.

6.2 If the premium has not been paid when the insured event occurs, we will not pay any benefits. This does not apply if the →policyholder is not responsible for non-payment.

6.3 The following applies to the direct debit scheme: The payment is considered to be on time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the →policyholder, then the payment is still on time, if it is made →immediately after a request for payment has been issued in writing.

7. What rules apply for insurance tax?

The Medical Travel Insurance or Incoming Medical Insurance for Visitors from Abroad is exempt from insurance tax pursuant to § 4 No. 5 German Insurance Tax Law (Versicherungsteuergesetz). If this insurance is concluded together with other insurances as part of an insurance package, this part of the premium will be shown separately. It is stated on the premium note, which is part of the insurance policy.

8. In what cases do you not have any insurance cover?

8.1 You do not have any insurance cover for damage caused by strikes or other form of industrial action, →pandemics, nuclear energy or other ionising radiation, seizure and other →force majeure, for the consequences of accidents or illnesses resulting from the use of Chemical, Biological, Radiological, and Nuclear (CBRN) weapons.

8.2 Not covered by the insurance is damage caused by war, civil war, events similar to war, civil unrest. What happens if you are in a country in which one of these events occurs unexpectedly? You are then covered by the insurance for the first 14 days after the start of the respective event. This extension will not apply if you actively participate in one of these events.

8.3 You are travelling in an area where a travel warning was issued by the →Foreign Office of the Federal Republic of Germany at the time of entry? Then you are not covered by the insurance. You are already in an area for which a travel warning has been issued? Your insurance cover then ends 14 days after the travel warning was announced.

8.4 You are not covered by insurance or you are not entitled to assistance benefits, as long as and insofar as there are conflicting economic, trade or financial sanctions or embargos of the European Union or the Federal Republic of Germany. This also applies for economic, trade or financial sanctions or embargoes, which are imposed by the United States of America, if such sanctions or embargoes are compatible with European and German legislation.

8.5 These exclusions apply in addition to the exclusions named in the respective Special Section.

9. What obligations do you have after the insured event has occurred?

9.1 You must:

A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).

B) Notify the damage to us →immediately.

C) Describe the events leading to the claim and the consequences truthfully.

D) Allow us to carry out any reasonable investigations into the cause and amount of the damage and the extent of our liability.

E) Give us any relevant information truthfully.

9.2 You must provide us with original documents as proof and, where appropriate, release the doctors providing treatment from their obligation to maintain confidentiality. The release from the obligation to maintain confidentiality is only binding for you if knowledge of the data is required to assess our liability obligations or the scope of our liability.

10. What consequences does a breach of the obligations have?

10.1 We are not obliged to pay benefits if you deliberately breach one of the abovementioned obligations intentionally.

10.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if you prove to us that you did not breach the obligation with gross negligence.

10.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. If, however, you have fraudulently breached an obligation, we are under no obligation whatsoever to make a payment.

11. When will you receive payment?

11.1 Once we have determined our liability, you will receive the payment →immediately.

11.2 Any costs, which you have incurred in a foreign currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs.

12. What applies if there are claims against third parties?

12.1 If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to the detriment of the →policyholder.

12.2 You are obliged to assign the claims for compensation to us in accordance with 12.1 if we have paid compensation to you.

12.3 Are you entitled to claims for compensation from other insurance policies under private law or social insurance agencies? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.

12.4 Sections 12.1, 12.2 and 12.3 do not apply to the Travel Accident Insurance.

13. Which law applies? Which court is responsible?

13.1 Where legally permitted, German law will apply to this policy.

13.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction:

A) Munich.

B) The court at your place of residence or your permanent place of residence at the time the complaint is filed.

13.3 If we need to clarify something with you in court, the court at your place of residence or your permanent place of residence will be responsible.

14. Which limitation periods must you take into account?

14.1 Your claims arising from the insurance policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.

14.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

15. What must you take into account when submitting a declaration of intent?

15.1 Notices and declarations of intent must be in writing unless otherwise explicitly specified. This applies to the →policyholder, you and us.

15.2 Please note that →insurance agents are not authorised to accept your notices and declarations of intent.

Glossary

Abroad:

Abroad is not deemed to be Germany and not the country in which you have your permanent place of residence.

Actions of higher authority:

Actions of higher authority are measures taken by the authorities, examples of this are: Confiscation of exotic souvenirs by the customs authority or refusal of entry if the required entry documents are missing.

Carers:

Carers are those persons who care for your accompanying or non-accompanying →relatives who are under age or are in need of care, e.g. au pair.

Change of employment:

There is a change of employment if an employee ends his previous →employment relationship with his employer and starts a new →employment relationship. Transfers within a company are not considered a change of employment.

Check-ups:

Check-ups are regular medical examinations carried out to determine the state of health of the patient. E.g. measuring the blood sugar level in case of diabetes. They are not carried out for a specific purpose or for treatment.

Commencement / Start of trip:

For the purpose of the Travel Cancellation Insurance and the Curtailment Insurance, the trip is deemed to have commenced once the first booked →travel service begins.

A trip is deemed to commence under the Travel Cancellation Insurance in particular:

- For a flight: with the check-in, if the traveller checks in on the previous evening, when he / she 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 travelling with one's own car: when the first booked →travel service is commenced, e.g. once responsibility for the booked holiday home is accepted.

Is a transfer service a fixed element of the entire trip? The trip then begins when the transfer commences (entering the transfer vehicle).

For the purpose of all other travel insurance policies, the trip commences when you leave your home.

Current value:

The current value is the sum generally required to purchase new items of the same kind and quality. We will deduct an

amount representing the condition of the item (age, wear, usage, etc.) from this sum.

Curtailement of the trip:

A trip is regarded as curtailed if you end your stay definitively and return home.

Employment relationship:

An 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. It must be concluded for at least one year.

Extreme sports:

Extreme type of sports include, in particular, rafting, free climbing, abseiling and caving, mountain climbing, hang gliding, paragliding and parachuting.

Foreign Office:

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world, (e.g. travel and safety information, travel warnings).

Contact details are:

Postal address: Auswärtiges Amt, 11013 Berlin

Switchboard: 030 -18 170 (24 h service)

Fax: 030 -18 17 34 02

Internet address: www.auswaertiges-amt.de

Holiday resort:

Holiday resort is any place of a trip that you have booked for a stay. They are understood to be the local municipality including the surrounding area within a radius of 50 km. In addition, all connecting routes between the holiday resorts and back to the hometown are included.

Host country:

All European Union countries as well as Iceland, Liechtenstein, Norway, Switzerland are deemed to be the host country. The host country is not the country in which you have your permanent place of residence.

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.

Medically necessary / Medically necessary treatment:

1. Treatments and diagnostic procedures are only insured if they satisfy the following requirements:

- A) They are for a diagnostic, healing and / or palliative purpose.
- B) They are recognized by conventional medicine and are reasonable.
- C) The medical diagnosis and / or the prescribed treatment must be in accordance with generally accepted medical procedures.

In particular, treatments, which are carried out against medical advice, are not medically necessary.

2. Medical benefits or medical care must be medically necessary and reasonable. This is the case if all the following requirements are satisfied:

- A) They are necessary in order to diagnose or treat your condition, your disease or your injury.
- B) The symptoms, the diagnosis and the treatment are in accordance with the underlying disease.
- C) They represent the most reasonable type and level of medical care.
- D) They are carried out over a reasonable treatment period.

Natural events:

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

Pandemic:

A pandemic exists if an infectious disease breaks out on large parts of a continent or on several continents. This has to be established by the World Health Organisation.

Policyholder:

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

Public transport:

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

Rebooking fees:

Rebooking fees are fees charged by your tour operator / contract partner for changes made to the destination or travel dates of your trip.

Relatives:

Relatives are:

- A) Your spouse or civil partner, your partner living in cohabitation.
- B) Your children, parents, adopted children, adoptive parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

School / University:

Schools are:

- A) All educational institutions, which are appropriate for meeting the statutory requirements for compulsory schooling.
- B) Educational institutions which lead to the following qualifications: vocational school-leaving certificate from a secondary school (Hauptschule or Realschule), 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.
- C) Schools for apprenticeship trainees.
- D) Schools in which a further accredited title can be obtained from the chambers of industry and commerce or craft guilds, e.g. master craftsman.

Universities are:

All colleges of higher education and universities at which an academic degree can be obtained.

Sports equipment:

Sports equipment refers to all items required to do a sport including accessories.

Start / Commencement of trip:

See under "Commencement / Start of trip".

Travel services:

Travel services are deemed to be, for example, booked hotel rooms, a holiday home, a mobile home, a house boat, a chartered yacht, a flight, a journey by sea, a bus or rail trip.

A Travel Cancellation Insurance

1. What is insured?

- 1.1 A doctor from our Medical Cancellation Advisory Team specialised in travel medicine will advise you.
- 1.2 We will pay compensation to you up to a maximum of the sum insured in the following cases:
 - A) You cancel your trip.
 - B) You delay starting your trip.
 - C) A form of →public transport is delayed on the outward journey.You can find the requirements for the individual cases in the following sections.
- 1.3 Reimbursement up to the agreed sum insured only applies if no different amount is mentioned below.

2. What services are offered by the Medical Cancellation Advisory Team?

- 2.1 In the following cases, we will provide advice to you through our Medical Cancellation Advisory Team:
 - A) You fall ill after having booked your trip.
 - B) You have an accident.
 - C) You become pregnant.
 - D) Your doctor establishes that you have immunisation intolerance.
- 2.2 We will help you to decide whether and when you should cancel your trip.
- 2.3 What happens if, contrary to the assessment made by our Medical Cancellation Advisory Team, it turns out that you cannot commence your trip? In this case, you must cancel your trip on the date it is established that you are not able to travel. Your cancellation is thus regarded as having been carried out →immediately.
- 2.4 You did not cancel your trip even though the Medical Cancellation Advisory Team advised you to do so? Then you personally will be responsible for the risk of any higher cancellation costs.

3. What is insured if you have to cancel your trip?

- 3.1 If you have to cancel your trip, we will refund the contractually agreed cancellation costs. They are the costs which you owe to the service provider (e.g. tour operator, holiday homeowner) if you cancel your booked trip.
- 3.2 To get the benefits listed in section 3.1, you must satisfy all the following requirements:
 - A) The insured event affects you or a risk person.
 - B) This event was not expected at the time the insurance was taken out.
 - C) You cancelled the trip because this event occurred.
 - D) Due to the event, you cannot be expected to carry out your trip as scheduled.

4. What events are insured?

- 4.1 An unexpected serious illness is insured. The illness is unexpected if it occurs for the first time after taking out the insurance.

- 4.2 The unexpected deterioration of an illness, which already existed on the date the insurance was taken out. The prerequisite is: There was no treatment in the last six months before taking out the insurance.
→Check-ups do not count as treatment.
- 4.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if:
 - A) The statutory or private health insurance company approves outpatient psychotherapy.
 - B) It is verified by a medical certificate from a specialist.
 - C) You have in-patient treatment.
- 4.4 In addition, insured events are:
 - A) Death.
 - B) A serious injury resulting from an accident.
 - C) A date to donate or receive organs and tissue as specified in the German law on transplantations.
 - D) Pregnancy.
 - E) Immunisation intolerance.
 - F) Breakage of prostheses.
 - G) Loosening of implanted joints.
 - H) Considerable damage to property due to: fire, burst pipes, →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.
 - I) Dismissal by the employer for business reasons. You would still like to travel? Instead of the cancellation charges, we will then pay the remaining travel price to you. That is the insured total travel price less the deposit owed or already paid. We will reimburse the remaining travel price only up to the contractually agreed cancellation costs owed on occurrence of the insured event.
 - J) Taking up an →employment relationship including →change of employment.
 - K) Cyclical short-term work. In addition, the monthly gross salary must be reduced by at least 35% due to the short-time work.
 - L) A court summons.
 - M) If the passport or identity card is stolen before the trip and a replacement document cannot be obtained in time. The prerequisite is: The stolen document is absolutely necessary for the trip.
 - N) The start of the Federal Voluntary Service, the Voluntary Social Year, the Voluntary Ecological Year.
 - O) The retaking of a failed examination at a →school / university.
The prerequisite is: The date of the retake unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip.
 - P) For school trips: You are to leave your class for good before the start of the insured trip.
5. **Who are your risk persons?**
Your risk persons are:
 - 5.1 Your →relatives and the →relatives of your partner.
 - 5.2 →Carers who care for your accompanying or non-accompanying →relatives, who are under age or are in need of care.
 - 5.3 You have booked your journey for a maximum of four persons and up to two additional accompanying under-age children: Persons accompanying you and their →relatives and →carers are risk persons. In all other cases, only your →relatives, the relatives of your partner and →carers are deemed to be your risk persons.
6. **What is insured if you delay the →start of the trip?**
 - 6.1 Do you have to delay the start of your trip because you or a risk person has been affected by an insured event? We will pay:
 - A) Your verified additional costs of the outward journey. The additional costs corresponding to the type and standard of the originally booked and insured outward journey are insured.
 - B) Your unused →travel services less the costs of the outward journey.
 - 6.2 We will reimburse up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately.
7. **What will we pay for in the case of a car breakdown or accident?**
 - 7.1 Due to an accident or a breakdown, your vehicle becomes unroadworthy maximum one day before the →start of your trip? Therefore, you have to delay the start of your journey? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 1,000.
 - 7.2 The motor vehicle is deemed to be your vehicle:
 - A) If it is registered in your name.

- B) If you are allowed to use a company car or leased vehicle for private purposes.
- 8. What cover is there for delays during the outward journey?**
- 8.1 If there is a delay in →public transport by more than two hours? And you therefore miss your first insured means of transport? We will then pay the additional costs of the outward journey up to an amount of € 500 per person. We will refund these costs in accordance with the type and standard of the originally booked means of transport.
- 8.2 Your outward journey is delayed by more than two hours due to the delay in →public transport? We will then reimburse the verified costs for any necessary and appropriate expenses (subsistence and accommodation). You will receive a maximum amount of € 100 per person.
- 9. What information do we provide?**
- 9.1 At your request, we will give you details of the nearest diplomatic mission (address and telephone contact).
- 9.2 If requested, we will provide you with information on travel warnings and safety notices from the →Foreign Office of the Federal Republic of Germany.
- 10. Are travel agency fees insured?**
- 10.1 A contractually agreed travel agency fee up to € 100 per person is insured. The prerequisite is: The agency stipulated the agency fee already at the time the trip was booked and it is included in the sum insured.
- 10.2 We will reimburse the travel agency fee only if you are entitled to a reimbursement of the cancellation costs.
- 11. Are →rebooking fees insured?**
- You would prefer to rebook than to cancel your trip? We will reimburse the →rebooking fees. We will pay up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately. The prerequisite is: You are entitled to reimbursement of the cancellation costs.
- 12. Is the surcharge for single occupancy insured?**
- 12.1 You have booked a double room with one of the risk persons insured with us? And he / she must cancel the trip? In this case, we will reimburse the surcharge for single occupancy. The prerequisite is: You decide to start the trip on your own.
We will pay up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately. The prerequisite is: You are entitled to reimbursement of the cancellation costs.
- 13. What is not insured?**
- We will not pay:
- 13.1 In the case of a psychological reaction
A) to an act of war, civil unrest, act of terrorism, an aviation accident.
B) to the fear of acts of war, civil unrest, acts of terrorism.
- 13.2 In the case of addictive disorders.
- 13.3 For cancellation fees, e.g. processing fees for the cancellation of the trip or service fees, which are charged by your travel agency because you cancel the trip.
- 13.4 For other processing fees, e.g. processing fees of the airline, which are not stated and insured at the time of the booking.
- 13.5 For fees charged to issue a visa.
- 13.6 For bounties for hunting trips.
- 14. What obligations do you have after the insured event has occurred?**
- 14.1 You must comply with the obligations of the General Terms and Conditions.
- 14.2 You are obliged to keep the cancellation costs as low as possible. If an insured event has occurred, you must therefore cancel your trip →immediately, at the latest however before the cancellation costs are increased. The amount of the cancellation costs owed if the insured event occurs and when they will be increased can be found in the General Terms and Conditions of your service provider (e.g. tour operator, holiday homeowner) or in provisions agreed individually.
- 14.3 Have you involved the Medical Cancellation Advisory Team and
A) does it recommend that you cancel the trip? Then you are obliged to cancel the trip →immediately.
B) Contrary to the assessment of the doctor specialised in travel medicine, you are not able to commence your trip? In this case, cancel your trip on the date it is established that you are not able to travel. This means that you have cancelled your trip in time.
- 14.4 To process your insured event, you or in the event of death, your legal successor must submit the following documents to us:
A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss

- (e.g. invoice for the cancellation costs), evidence of the travel agency fees.
- B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details.
- C) In the case of theft and traffic accident: A copy of the police report.
- D) A confirmation from the hirer / landlord that it is not possible to rent the object / property to someone else in the case of a cancellation of:
• A holiday home.
• A hire car.
• A mobile home.
• A caravan.
• In the case of boat charter.
- E) All other insured events must be proved by submitting the appropriate documents.
- 14.5 In individual cases, we could request you to submit a confirmation that you are unable to work, your medical history (medical record) or a medical certificate from a specialist. We could also request you to have your incapacity to travel checked by providing a specialist medical report.
- 15. What consequences does a breach of the obligations have?**
- 15.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 15.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 15.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
- 16. Do you have to pay an excess?**
- If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is 20 % of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.
- 17. For what amount must you take out insurance cover?**
- The sum insured per insured trip must correspond to the full agreed price of the trip including any travel agency fees (value insured).
- 18. What are the consequences if the insured sum you have chosen is too low?**
- Is the insured sum lower than the value insured when an insured event occurs? Then you are underinsured. You will only receive pro rata compensation from us. We are only liable for the proportion of the sum insured to the value insured.

B Curtailment Insurance

- 1. What is insured?**
- We will pay:
A) In the case of unscheduled termination of your trip.
B) If you have to interrupt your trip.
C) If there is delay in →public transport when you continue your journey or on the return journey.
D) If you have to extend your stay.
E) If you have to interrupt your tour.
F) In the case of fire or →natural events during your trip.
- 2. What is insured if you have to →curtail your trip or in the case of unscheduled termination?**
- 2.1 You have to →curtail your trip prematurely? Then we will pay the pro rata travel price for unused →travel services at the destination. We will pay up to the maximum amount of the sum insured specified in your tariff.
- 2.2 If you cannot end your trip as scheduled, we will pay the additional costs of the return trip. The additional costs corresponding to the type and standard of the originally booked and insured return trip are insured.
- 2.3 To get the benefits listed in sections 2.1, and 2.2 you must satisfy all the following requirements:
A) The insured event affects you or a risk person.
B) This event was not expected at the →start of the trip.
C) You →curtailed the trip or terminated it not according to schedule because this event occurred.
D) Due to the event, you cannot be expected to carry out or complete your trip as scheduled.
- 3. How can we help you if you have to →curtail your trip or delay your return journey?**
- 3.1 We will organise your return journey and advance any additional costs of the return journey. The prerequisite

- is: You or the risk persons cannot end the trip as scheduled for an insured reason specified in section 4.
- 3.2 The amount paid out by us must be paid back to ERV within one month after payment. If a claim exists under section 4, you only need to repay the amount above and beyond this claim.
- 4. What events are insured?**
- 4.1 An unexpected serious illness is insured. An illness is unexpected if it occurs for the first time after starting the trip.
- 4.2 The unexpected deterioration of an illness, which already existed at the →start of the trip. The prerequisite is: There was no treatment in the last six months before the →start of the trip. →Check-ups do not count as treatment.
- 4.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if one of the following cases exists:
A) The statutory or private health insurance company have approved outpatient psychotherapy.
B) It is verified by a medical certificate from a specialist.
C) You have in-patient treatment.
- 4.4 In addition, insured events are:
A) Death.
B) A serious injury resulting from an accident.
C) A date to donate or receive organs and tissue as specified in the German law on transplantations.
D) Pregnancy.
E) Breakage of prostheses.
F) Loosening of implanted joints.
G) Considerable damage to property due to fire, burst pipes →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.
- 5. Who are your risk persons?**
- Risk persons for you are:
5.1 Your →relatives and the →relatives of your partner.
5.2 →Carers who care for your accompanying or non-accompanying →relatives, who are under age or are in need of care.
5.3 You have booked your journey for a maximum of four persons and up to two additional accompanying under-age children: Persons accompanying you and their →relatives and →carers are risk persons. In all other cases, only your →relatives, the relatives of your partner and →carers are deemed to be your risk persons.
- 6. What will we pay for in the case of a car breakdown or accident?**
- 6.1 Your vehicle becomes unroadworthy during your trip due to an accident or breakdown? And therefore, you cannot continue your trip as scheduled? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 1,000.
- 6.2 The motor vehicle is deemed to be your vehicle:
A) If it is registered in your name.
B) If you are allowed to use a company car or leased vehicle for private purposes.
- 7. What cover is there for delays during the continued or return journey?**
- 7.1 If there is a delay in →public transport by more than two hours? And you miss your connection? We will then pay the additional costs of the continued or return journey up to an amount of € 500 per person. We will refund these costs in accordance with the type and standard of the originally booked and insured means of transport.
- 7.2 Your trip is delayed by more than two hours due to the delay in →public transport? We will then reimburse the verified costs for any necessary and appropriate expenses (subsistence and accommodation). You will receive a maximum amount of € 100 per person.
- 8. Are additional accommodation costs insured?**
- 8.1 Is a risk person travelling on the trip receiving in-patient treatment due to an unexpected serious illness or a serious injury resulting from an accident? And do you therefore have to interrupt or extend your trip? Then we will pay the documented costs for the additional accommodation up to € 1,500.
- 8.2 Do you or a risk person travelling on the trip have to be treated as an outpatient due to an unexpected serious illness or a serious injury resulting from an accident? Then we will pay the documented costs for the additional accommodation up to € 750.
- 8.3 We will refund these costs in accordance with the type and standard of the originally booked and insured accommodation. The costs for the in-patient treatment, however, are not insured.

9. **When do we refund unused →travel services if in-patient treatment becomes necessary during the trip?**
You or a risk person travelling on the trip have to be treated as an in-patient due to an unexpected serious illness or a serious injury resulting from an accident? And therefore you have to interrupt your trip? In this case, we will pay the pro rata travel price →travel services which you have not used.
10. **What is insured if you have to interrupt your tour?**
You have to interrupt your tour because you or risk persons are affected by an insured event as specified in section 4? Then we will pay the costs for you to catch up with the tour group at the next planned stop. You will receive the costs for you to catch up with the tour group up to the value of the →travel services not yet used. However, we will only pay up to the maximum amount of the sum insured specified in your tariff.
11. **What is insured in the case of fire or →natural events at the →holiday resort?**
You cannot complete your trip as planned, because fire or →natural events at the →holiday resort make the return journey impossible? We will reimburse the additional costs.
- 11.1 The unscheduled return trip.
11.2 The extended stay.
We will refund these costs in accordance with the type and standard of the originally booked and insured →travel service.
12. **What is not insured?**
We will not pay:
- 12.1 In the case of a psychological reaction
A) to an act of war, civil unrest, act of terrorism, an aviation accident.
B) to the fear of acts of war, civil unrest or acts of terrorism.
- 12.2 In the case of addictive disorders.
12.3 For fees charged to issue a visa.
12.4 For bounties for hunting trips.
13. **What obligations do you have after the insured event has occurred?**
- 13.1 You must comply with the obligations of the General Terms and Conditions.
13.2 So that we can process your insured event, you or in the event of death, your legal successor must submit the following documents to us:
A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss (e.g. invoices).
B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details of a doctor at your holiday resort.
C) In the case of theft and traffic accident: A copy of the police report.
D) All other insured events must be proved by submitting the appropriate documents.
14. **What consequences does a breach of the obligations have?**
- 14.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
14.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
14.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
15. **Do you have to pay an excess?**
If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is 20 % of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.
16. **For what amount must you take out insurance cover?**
The sum insured per insured trip must correspond to the full agreed price of the trip including any travel agency fees (value insured).
17. **What are the consequences if the insured sum you have chosen is too low?**
Is the insured sum lower than the value insured when an insured event occurs? Then you are underinsured. You will only receive pro rata compensation from us. We are only liable for the proportion of the sum insured to the value insured.

C Medical Travel Insurance

1. What is insured?

- 1.1 You became ill during your trip or have had an accident? Then we will pay the costs for:
A) Medical treatment →abroad.
B) Return transport of the patient and luggage.
C) Burial →abroad or repatriation.
- 1.2 You have a medical emergency during your trip? Then we will provide assistance with our 24-hour Emergency Hotline.
- 1.3 Notwithstanding section 8.1 of the General Terms and Conditions, the Medical Travel Insurance also covers →pandemics. This does not apply if the →Foreign Office of the Federal Republic of Germany had already issued a travel warning for the destination at the time of entry.

2. What medical treatment do we pay for →abroad?

- 2.1 Medical treatment costs and medicines:
→Medically necessary treatment, which is performed or prescribed by doctors, is insured. The medical treatment and medicine must be recognized by conventional medicine. Alternative treatments are covered by the insurance if no conventional methods or medicines are available.
- 2.2 We will pay the costs for:
A) In-patient treatment in the hospital including operations.
B) Outpatient treatment.
C) Drugs, medicines and bandages.
D) Pain-relieving dental treatment including basic dental fillings.
E) Repair of existing dentures and existing dental prostheses.
F) Temporary dentures or temporary dental prostheses after an accident.
G) Pacemakers and prostheses: If they become necessary for the first time during the trip and are required to ensure that you can be transported.
H) Aids, which become necessary for the first time during the trip, e.g. Zimmer frames, rental of a wheelchair.
- 2.3 Does a treatment or another measure exceed what is →medically necessary? We can then reduce our payment to a reasonable amount.
The fees and charges invoiced may not exceed the amount, which is generally deemed to be customary and reasonable in the relevant country. Otherwise, we can reduce the reimbursement to the standard rates applicable in the country.
- 2.4 Telephone costs: You have to contact our Emergency Hotline?
We will reimburse the telephone costs up to € 25 for each insured event.

3. What do we pay for pregnancy →abroad?

- 3.1 We will pay for the costs incurred →abroad for:
A) Medical treatment of pregnancy complications.
B) Termination of pregnancy on medical grounds.
C) Premature births up to and including the 36th week of pregnancy.
D) Miscarriages up to and including the 36th week of pregnancy.
E) Medical treatment for your newborn child in the event of a premature birth up to and including the 36th week of pregnancy.
- 3.2 Did you become pregnant during the trip? Then we will pay for the costs incurred →abroad for:
A) Maximum five medical check-ups.
B) Two ultrasound scans. We will pay the costs for additional scans if they are →medically necessary due to special circumstances.
C) Medical treatment of pregnancy complications.
D) In-patient or outpatient delivery of the baby. We will pay for the additional costs of a caesarean if it is →medically necessary.
E) Termination of pregnancy on medical grounds.
F) Obstetricians and midwives.
G) Postnatal care for mothers and the newborn baby.

4. You would like psychological help?

You get into an emergency and need psychological assistance? Then we will provide an initial counselling by telephone.

5. When do we pay the hospital daily benefit?

You do not want us to pay the in-patient medical treatment costs? You will then get a hospital daily benefit of € 50 per day. We will pay this amount for a maximum of 30 days from the start of the in-patient treatment. You have to inform us of your choice at the beginning of the treatment.

6. A child has to be treated as an in-patient?

Does an under-age child travelling on the trip have to be treated as an in-patient? We will then pay the costs

for the accommodation of a person to accompany the child while she / he is in hospital.

7. Are you still not able to be transported at the end of your trip?

We will then pay the costs of treatment until the day on which you can be moved.

8. What do we pay for in the case of the return transport of the patient and ambulance service?

- 8.1 We will organise your return transport with medically adequate means of transport if it is medically reasonable and justifiable. We will pay the costs for this. We will bring you back to your place of residence or to the nearest suitable hospital to your place of residence.
8.2 We will bring your luggage back to your place of residence if a return transport was organised for you.
8.3 We will refund the costs for your →medically required ambulance service in a suitable hospital →abroad:
A) For in-patient treatment.
B) For initial outpatient treatment.

9. What do we reimburse in the case of death?

- 9.1 At the request of your →relatives, we will organise your repatriation. Repatriation will be to your last place of residence prior to the →start of the trip. We will pay the costs for the repatriation.
9.2 Alternatively, we will organise the burial →abroad. We will pay the burial costs up to the amount of the repatriation costs.
9.3 We will bring your luggage back to your last place of residence prior to the →start of the trip.

10. What do we pay for when travelling in Germany?

- 10.1 If you have your permanent place of residence in Germany and travel within Germany, we will provide the following services:
A) Return transport of the patient and luggage as specified in sections 8.1, 8.2 und 9.3.
B) We will pay a hospital daily benefit amounting to € 50 per day. We will pay this amount for a maximum of 30 days from the start of the in-patient treatment.
C) At the request of your →relatives, we will organise your transfer to the last place of residence prior to the →start of the journey. We will pay these costs.
- 10.2 Your permanent place of residence is not in Germany? And you are only staying in Germany for a maximum of 48 hours before continuing your journey? We will pay:
A) Medical treatment costs.
B) Costs for the return transport of the patient and luggage.
C) Repatriation costs.

11. You would like advice on medical care or medicines?

- 11.1 You have questions before or during your trip with regard to medical care →abroad? We will inform you about the options available for medical care. If it is possible, we will give you the name of a German or English-speaking doctor.
11.2 We will give you advice on:
A) Medicines, which are necessary during the trip.
B) Substitute medicinal products if medicines, which you require during the trip, are lost.

12. How do we help in the case of hospitalisation?

- 12.1 A doctor, who has been appointed by us, will establish contact with the hospital doctors giving treatment. If it is necessary, we will consult your GP. We ensure that information is passed on between the doctors involved. If you wish, we will inform your →relatives.
12.2 You are expected to stay in hospital for more than five days? Then we will organise the journey of a person close to you to the hospital and then back to his / her place of residence. We will pay the costs for the journey there and back.
12.3 We will give the hospital in which you are being treated a guarantee to pay costs up to € 15,000. We will settle the charges with the hospital. If the costs are not covered by the insurance, any costs borne by us must be paid back to us within one month after invoicing.
If the costs are covered by the insurance, we will increase the cost payment guarantee if required.

13. Can children or persons in need of care, who are accompanying you, no longer be cared for?

You can no longer care for under-age children or persons in need of care during the trip due to illness, injury resulting from an accident or death? We will then organise the return journey for the children or the persons in need of care and will pay the additional costs for this. Alternatively, we will organise the journey of a person close to you to the holiday resort and back to your place of residence. We will pay the costs for the journey there and back.

14. Are search, rescue and recovery costs insured?

You have an accident and therefore you are in need of

a search, rescue or recovery operation? We will then pay the costs for this up to € 10,000.

15. What is not insured?

The following is not insured:

- A) Medical treatment, which was a reason for going on the trip.
- B) Medical treatment, where you were already aware before the start of the trip that it would have to be carried out during your trip, e.g. dialysis. However, there is insurance cover if you had to go on the trip because of the death of your spouse, civil partner or an immediate relative.
- C) Purchase and repair of visual and hearing aids.
- D) Illnesses and injuries, which occur as a result of a deliberate act, and their consequences.
- E) Treatment of alcoholism, drug-related diseases and other addictions including withdrawal treatments and cures.
- F) Acupuncture, fango and massages.
- G) Need for care or safekeeping.
- H) Psychoanalytical and psychotherapeutic treatment and hypnosis.
- I) Treatments by spouses or civil partners, parents or children. Documented material costs will be paid in accordance with the tariff.

16. What obligations do you have after the insured event has occurred?

- 16.1 You must comply with the obligations of the General Terms and Conditions.
- 16.2 You or in the event of death, your legal successor must contact our Emergency Hotline →immediately:
 - A) Before the start of in-patient treatment.
 - B) Before carrying out the return transport of the patient.
 - C) Before burial →abroad or before repatriation in the event of death.
 - D) If children or persons in need of care, who are accompanying you, can no longer be cared for.
- 16.3 You are obliged to submit to us the original invoices or copies with proof that another insurer has reimbursed the costs.

17. What consequences does a breach of the obligations have?

- 17.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 17.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 17.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

18. Do you have to pay an excess?

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of medical treatment costs, we will deduct € 100 for each insured event from the reimbursement. This also applies if specific amounts are defined as a maximum reimbursement.

19. What happens in the case of claims against other insurance companies?

Will you lose your premium refund from another health insurance policy, because this insurance company contributed to the reimbursement in our favour? We will then either waive the sharing of costs or make up for this loss.

D Luggage Insurance

1. What is insured?

Your luggage is insured. Luggage includes

- A) Your personal travel requisites.
- B) →Sports equipment.
- C) Presents.
- D) Souvenirs.

2. When is there insurance cover?

2.1 We will pay compensation to you if accompanied luggage is lost or damaged during the trip due to:

- A) Criminal action by a third party.
- B) Accident involving the means of transport.
- C) Fire or →natural events.

2.2 We will pay compensation to you if your checked luggage is lost or damaged. The prerequisite is: The luggage is in the custody of:

- A) A transport company.
- B) A company providing accommodation.
- C) A luggage deposit.

3. How much compensation do we pay?

If an insured event occurs, we will reimburse you up to a maximum of the sum insured:

- A) For articles lost or destroyed: The →current value.
- B) For damaged articles: The necessary repair costs and, if applicable, an amount for the remaining loss of value. At most, you will receive the →current value.
- C) For films, video, audio and data media: The material value.
- D) In the case of official identity documents and visas: The official charges to obtain new documents.

4. What is insured if your luggage is delayed?

Your checked luggage was transported with delay and reaches the destination at least 12 hours after you? We will then pay your expenses for replacement purchases up to € 250 per person. Replacement purchases, which are required to continue the trip, are insured.

5. How do we help in the event of the loss of travel funds?

5.1 We will make contact with your bank in the case of a financial emergency during your trip. The prerequisite is: Your travel funds have been stolen, robbed or have been lost in another manner.

- A) Where necessary, we will help to transfer the amount provided by your bank.
- B) If we are not able to make contact with your bank within 24 hours, we will give you a loan of up to € 500. You must pay back the amount to us within one month after payment.

5.2 If you have lost your credit, EC and mobile phone cards, we will help you to cancel the cards. We are not liable:

- A) For the proper procedure with regard to stopping payments against such cards.
- B) For any financial losses incurred despite stopping the payments.

5.3 If you lose your travel documents, we will help you to obtain replacements.

6. What is not insured or only with restrictions?

6.1 The following is not insured:

- A) Loss due to items that are forgotten, left behind, abandoned, lost.
- B) Spectacles, contact lenses, hearing aids and prostheses.
- C) Money, securities, tickets and documents of any type with the exception of official identity documents and visas.
- D) Consequential pecuniary loss.
- E) Damage that arise from deliberately bringing about the insured event. If you brought about the insured event through gross negligence, we can reduce our payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not bring about the insured event with gross negligence.

6.2 The following is insured with restrictions:

- A) Video and photographic equipment, mobile phones, smartphones, IT equipment and software including accessories. They are insured as accompanied luggage up to a total of 50% of the sum insured. If they have been checked in as luggage, there is no insurance cover.
- B) Jewellery and valuables. They are only insured if they are locked in a fixed, closed container (e.g. safe). Or if they are carried around personally by the insured person and kept secure. We will pay compensation for up to a total of 50% of the sum insured.
- C) →Sports equipment including accessories. They are not insured if they are being used for the intended purpose. In all other cases, they are insured up to a total of 50% of the sum insured.
- D) Presents and souvenirs are insured up to a total of 10% of the sum insured.

6.3 Insurance cover for damage to luggage while camping only exists on official campsites.

6.4 The luggage is insured in a parked motor vehicle during the trip. The prerequisite is:

- A) The luggage is stolen from the locked motor vehicle. The motor vehicle also includes any luggage boxes, which are attached to it and locked.
- B) In addition, the damage occurs between 6 a.m. and 10 p.m. Breaks during the journey lasting no more than two hours are covered by the insurance at all times.

7. What obligations do you have after the insured event has occurred?

- 7.1 You must comply with the obligations of the General Terms and Conditions.
- 7.2 You are obliged to submit proof of insurance and booking documents for the trip to us.
- 7.3 You must report damage caused by criminal offences to the local police station →immediately. If this is not

possible, you must report it to the next available police station. You must submit a list of all the items lost to the police. Please ask the police to confirm it. You must submit a confirmation of this to us.

7.4 You are obliged to report damage to checked luggage →immediately to one of the following:

- A) The transport company.
- B) The company providing accommodation.
- C) The luggage deposit.

Furthermore, any damage that is not apparent from the outside must be notified in writing as soon as you have discovered it. You must do this within the respective deadline for complaints, at the latest within seven days after handing out the item of luggage. You have to supply us with the appropriate confirmations.

7.5 You are obliged to get a confirmation from the transport company that your luggage was delayed. You must submit a confirmation of this to us. You must provide evidence of replacement purchases by submitting invoices to us.

8. What consequences does a breach of the obligations have?

- 8.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 8.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 8.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

9. Do you have to pay an excess?

You have concluded a tariff with an excess? You will have to pay part of the loss yourself. Your own contribution is € 100 for each insured event. This also applies if specific amounts are defined as a maximum reimbursement.

E Travel Accident Insurance

1. What is insured?

- 1.1 If you have an accident during a trip, which leads to your death or permanent disability, we will support you or your legal successor in providing the agreed assistance and payments.
- 1.2 An accident is deemed to have occurred if you suffer involuntary damage to your health as a result of an event, which suddenly impinges on your body from the outside.
- 1.3 An accident is also deemed to have occurred if, as a result of increased physical exertion:
 - A) One of your joints is dislocated.
 - B) Your muscles, ligaments, tendons or joint capsules are strained or torn.
- 1.4 It is also deemed to be an accident: If you suffer a sudden damage to your health in the course of lawful defence or during efforts to rescue human life, animals or property.

2. When and to what extent do we pay benefits if the accident leads to permanent disability?

- 2.1 When does a disability exist? Disability exists if your physical and mental capacity is impaired permanently as a result of the accident. An impairment is permanent if it is likely to exist for more than three years. Furthermore, no change to the condition can be expected.
- 2.2 The following requirements must be met with regard to your disability within 15 months after the accident:
 - A) The disability occurs.
 - B) It is confirmed by a doctor in writing and a claim is submitted to us.

2.3 How do we assess the extent of your disability?

- A) If you lose your sense organs or parts of your body or their function is completely impaired, the following degrees of disability apply:

Arm.....	70 %
Arm to above the elbow joint.....	65 %
Arm below the elbow joint.....	60 %
Hand.....	55 %
Thumb.....	20 %
Index finger.....	10 %
Other fingers.....	5 %
Leg above mid-thigh.....	70 %
Leg up to mid-thigh.....	60 %
Leg to below the knee.....	50 %
Leg to the middle 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 %
Voice	50 %
Kidney.....	20 %
Spleen.....	10 %

B) You lose your sense organs or parts of the body partially or their function is partially impaired? Then the corresponding portion of the percentage mentioned in 2.3 A) will apply.

C) Is a part of the body or a sense organ not listed in 2.3 A)? The degree of disability is measured by the extent of the overall impairment to the normal physical or mental capacity. This assessment will be decided solely on medical grounds.

D) Were affected parts of the body or sense organs already permanently impaired prior to your accident? In this case, we will reduce the degree of disability by the disability prior to the accident. This is assessed in accordance with the above-mentioned criteria.

E) If several sense organs or body parts are affected permanently by the accident, the degrees of disability will be added together up to a maximum of 100%.

3. When can you claim payment of benefits for disability?

3.1 If your treatment is not yet completed, you can request payment due to disability at the earliest one year after the accident.

3.2 You send us all the documents, which are required to assess the degree of disability. Within three months, we will then state whether and for what amount we will accept your claim.

3.3 If you die within one year after the accident as a result of the accident, you will not be entitled to disability benefits. You are entitled to death benefit.

3.4 If you die within one year after the accident for another reason, your heirs are entitled to disability benefits. The degree of disability is measured according to the last results of the medical examination. The same applies if death occurs after more than one year, no matter what the reason is.

3.5 Once we have accepted the claim, we will pay a lump-sum benefit within two weeks. In the case of permanent disability, we will pay the complete sum insured. In the case of partial disability, we will pay the corresponding portion of the sum insured.

4. What do we pay if you die as a result of the accident within one year?

In this case, we will pay the agreed sum insured to your heirs or your beneficiaries.

5. When can your heirs or your beneficiaries claim payment for death benefit?

5.1 We receive all the documents, which we require as proof of the insured event. Within one month, we will then state whether and for what amount we will accept the claim.

5.2 Once we have accepted the claim, we will pay → immediately.

6. Can the degree of disability be re-assessed?

6.1 You and we can have the degree of your disability re-assessed every year. This applies for a maximum of three years after the accident event.

6.2 You must do this within one month of receiving the statement regarding our liability in accordance to section 3.2.

6.3 We must exercise our rights by means of the statement specified in section 3.2.

6.4 Does the final assessment show a higher disability benefit than that already paid? We will then pay 5% annual interest on the additional amount.

7. What is not insured?

7.1 The following is not insured:

A) Accidents due to mental disorders or unconsciousness, strokes or convulsive seizures.

B) Accidents due to drunkenness with a blood alcohol level of at least 1.1 per mille or the consumption of narcotics.

C) Accidents as a pilot of a plane.

D) Accidents as a driver, passenger or occupant of a motor vehicle at race events, where the aim is to attain top speeds. The associated test drives are excluded.

E) Accidents, which occur if you carry out → extreme sports, train for or participate in any type of boxing or wrestling matches, martial arts competitions, horseracing or cycle racing.

F) Accidents, which occur if you deliberately carry out or attempt to carry out a criminal offence.

G) Accidents due to attempted suicide and the consequences arising from it.

7.2 There is no insurance cover for damage to your health caused by therapeutic measures, surgery to your body, radiation or infections. Except if they are caused by the accident.

8. What obligations do you have in the event of the insured event?

8.1 You must comply with the obligations of the General Terms and Conditions.

8.2 You must inform us of the accident → immediately and let yourself be examined by doctors appointed by us. We will pay the costs for this.

8.3 You must authorise doctors providing treatment or examining you to supply any information required to us. This also applies to other insurers, insurance companies and authorities.

9. What consequences does a breach of the obligations have?

9.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.

9.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.

9.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

F Personal Liability Insurance for Travel

1. What is insured?

1.1 We will protect you from consequences arising from personal liability risks during the trip.

If a third party asserts a claim against you as a result of a personal injury or damage to property, we will check whether and to what extent you are liable to pay compensation for damage to the third party under statutory liability provisions in private law.

1.2 The insured event is the event leading to the claim, which caused direct damage to the third party. The time at which the damage resulting in the event leading to the claim was caused, is not relevant.

1.3 Your legal third-party liability under private law as a private person resulting from the risks of daily life is insured. This only applies to the extent that there is no exclusion specified in section 2.

1.4 If we find that the claims against you are unjustified, we will contest them.

1.5 If your obligation to pay compensation is determined with a binding effect for us, we will indemnify you against any justified claims. We will pay compensation → immediately.

1.6 Obligations to pay compensation are justified if you are obliged to pay compensation by virtue of a law, final judgement, admission or settlement agreement. If you make an admission without our consent, it is only binding to us if the claim would have arisen even without the admission. The same applies to settlement agreements, which you reached without our consent.

1.7 Our compensation for each insured event is limited to the agreed sum insured. This will also apply if the insurance cover extends to several persons obliged to pay compensation. Several events leading to a claim are regarded as one insured event if they can be attributed to the same cause.

1.8 We are authorised to make any declarations in your name, which we consider appropriate to process the claim or to contest claims for compensation. In the event of a legal dispute for an insured event regarding claims for compensation, we will conduct legal action in your name at our expense. We will not deduct our expenses for these costs from the sum insured.

1.9 The justified claim for compensation exceeds the sum insured? In this case, we will assume the costs of the litigation as a proportion of the insured sum to the total amount of the claims.

2. What is not insured?

We will not pay for:

2.1 Damage or loss which you or persons also covered by this policy caused deliberately and unlawfully.

2.2 Risks, which are directly connected with a criminal offence committed by you deliberately and unlawfully.

2.3 Damage or loss which you suffer yourself (so-called own damage).

2.4 Damage or loss, which you cause to persons covered by the same policy.

2.5 Damage or loss, which you cause to your → relatives.

2.6 Claims relating to salary, pension, wage or other fixed earnings, subsistence, medical treatment in the case of incapacity to work and welfare claims.

2.7 Claims, which are asserted against you as a result of your official function or professional activity, your office or honorary position.

2.8 Damage or loss arising from your dangerous occupation.

2.9 Damage or loss, which is caused by the use of motor vehicles, aircraft or motorised water vehicles. It is irrelevant whether you are the owner, possessor, holder or the driver of the vehicle.

2.10 Contrary to the provisions in § 103 German Insurance Contract Law (VVG), damage or loss which you cause to others by transmitting diseases through gross negligence.

2.11 Damage or loss by keeping or looking after animals.

2.12 Claims from the fulfilment of a contract and claims under public law.

2.13 Damage or loss due to the loss of property.

2.14 Damage or loss to objects hired, rented, leased or borrowed by you. Damage to rented accommodation is insured. In addition, damage to items of furniture in hotels, holiday flats, holiday homes, ship cabins, similar accommodation. Damage or loss due to the loss of keys for the above-mentioned accommodation is also insured. In these cases, we will pay up to € 5,000 to exchange the locks. Excluded are claims arising from the consequential damage or loss as a result of losing the keys.

2.15 Claims due to financial losses asserted against you on the basis of all kinds of advice or recommendation.

2.16 Damage or loss caused by you as a hunter.

2.17 Damage or loss connected with your carrying out → extreme sports.

2.18 Damage or loss resulting from your participation in horse races, cycle races or races with motorised vehicles or during your training for such events.

2.19 Claims connected with training or participation in boxing or wrestling matches, or performing martial arts.

3. What obligations do you have after the insured event has occurred?

3.1 You must comply with the obligations of the General Terms and Conditions.

3.2 You must inform us of any insured event within one week after becoming aware of it.

3.3 You must:

A) As far as possible avoid or reduce the claim. You must follow our directions as far as can be reasonably expected by you.

B) To provide us with detailed and true reports on the claim and to support us in the assessment and settlement of the claim.

C) To inform us of all circumstances which in our opinion are significant for processing the claim. You must send us all requested documents.

3.4 In addition, you must notify us → immediately if a third party asserts any liability claims against you. This also applies if legal proceedings are initiated by a public prosecutor or the court. Or default summons are issued to you or a third-party notice be served.

3.5 If you receive default summons from a person claiming compensation for damage, you must contest it in due time and in due form. Also in the case of an order issued by the administrative authorities, you must lodge an appeal in due time and in due form. You should not wait for our instructions.

3.6 If a third party files claims against you, you must let us conduct the proceedings.

4. What consequences does a breach of the obligations have?

4.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.

4.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.

4.3 If you breach any existing obligation to provide information or clarification after the insured event has occurred, the insurance cover could become partially or totally void. The prerequisite is: We have pointed out the consequences in a separate written notification.

4.4 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

5. Do you have to pay an excess?

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of damage to property, we will deduct € 150 for each insured event from the reimbursement. This also applies if specific amounts are defined as a maximum reimbursement.

G Incoming Medical Travel Insurance for Visitors from Abroad

1. What is insured?

- 1.1 As a visitor from abroad, you have insurance cover during your temporary stay in the →host countries. You became ill during your stay or have had an accident? Then we will pay the costs for:
 - A) The medical treatment in the →host country.
 - B) Return transport of the patient and luggage.
 - C) The burial in the →host country or repatriation.
- 1.3 You get into a medical emergency during your stay? Then we will provide assistance with our 24-hour Emergency Hotline.
- 1.4 Notwithstanding section 8.1 of the General Terms and Conditions, the Incoming Medical Insurance for Visitors from Abroad also covers →pandemics. This does not apply if the →Foreign Office of the Federal Republic of Germany had already issued a travel warning for the destination (→host country) at the time of entry.

2. What medical treatment do we pay for in the →host country?

- 2.1 Medical treatment costs and medicines:
→Medically necessary treatment, which is performed or prescribed by doctors, is insured. The medical treatment and medicine must be recognized by conventional medicine. Alternative treatments are covered by the insurance if no conventional methods or medicines are available.
 - 2.2 We will pay the costs for:
 - A) In-patient treatment in the hospital including operations.
 - B) Outpatient treatment.
 - C) Drugs, medicines and bandages.
 - D) Medical treatment of pregnancy complications.
 - E) Termination of pregnancy on medical grounds.
 - F) Premature births up to and including the 36th week of pregnancy.
 - G) Miscarriages up to and including the 36th week of pregnancy.
 - H) In the event of a premature birth up to and including the 36th week of pregnancy: the costs of medical treatment for your newborn child.
 - I) Pain-relieving dental treatment including basic dental fillings.
 - J) Repair of existing dentures and existing dental prostheses.
 - K) Temporary dentures or temporary dental prostheses after an accident.
 - L) Pacemakers and prostheses: If they become necessary for the first time during the stay and are required to ensure that you can be transported.
 - M) Aids, which become necessary for the first time during the stay, e.g. Zimmer frames, rental of a wheelchair.
 - 2.3 Does a treatment or another measure exceed what is →medically necessary? We can then reduce our payment to a reasonable amount. The fees and charges invoiced may not exceed the amount, which is generally deemed to be customary and reasonable in the relevant country. Otherwise, we can reduce the reimbursement to the standard rates applicable in the country.
 - 2.4 Telephone costs: You have to contact our Emergency Hotline? We will reimburse the telephone costs up to € 25 for each insured event.
 - 2.5 We will reimburse the treatment costs in Germany in accordance with the rates and amount specified in the German Medical Fee Schedule for Physicians (GOÄ) or Dentists (GOZ). Please note, we do not recognize fee agreements.
- ### 3. You would like psychological help?
- If you get into an emergency and need psychological assistance, we will provide an initial counselling by telephone.
- ### 4. When do we pay the hospital daily benefit?
- You do not want us to pay the in-patient medical treatment costs? You will then get a hospital daily benefit of € 50 per day. We will pay this amount for a maximum of 30 days from the start of the in-patient treatment. You have to inform us of your choice at the beginning of the treatment.
- ### 5. A child has to be treated as an in-patient?
- Does an under-age child travelling on the trip have to be treated as an in-patient? We will then pay the costs for the accommodation of a person to accompany the child while she / he is in hospital.
- ### 6. Are you still not able to be transported at the end of your trip?
- We will then pay the costs of treatment until the day on which you can be moved.

7. What do we pay for in the case of the return transport of the patient and ambulance service?

- 7.1 We will organise and assume the costs for your return transport with medically adequate means of transport from the →host country if it is medically reasonable and justifiable. We will bring you back to your place of residence in your home country or to the nearest suitable hospital in your place of residence in your home country.
- 7.2 We will bring your luggage back from the →host country to your place of residence in your home country if a return transport was organised for you.
- 7.3 We will refund the costs for your →medically required ambulance service in a suitable hospital in the →host country:
 - A) For in-patient treatment.
 - B) For initial outpatient treatment in a suitable hospital.

8. What do we reimburse in the case of death?

- 8.1 At the request of your →relatives, we will organise your repatriation. Repatriation will be to your last place of residence in your home country prior to the →start of the trip. We will pay the costs for the repatriation.
- 8.2 Alternatively, we will organise the burial in the →host country. We will pay the burial costs up to the amount of the repatriation costs.
- 8.3 We will bring your luggage back to your last place of residence in your home country prior to the →start of the trip.

9. You would like advice on medical care or medicines?

- 9.1 You have questions before or during your stay with regard to medical care in the →host country? We will inform you about the options available for medical care. If it is possible, we will give you the name of an English-speaking doctor.
- 9.2 We will give you advice on:
 - A) Medicines, which are necessary during the stay.
 - B) Substitute medicinal products if medicines, which you require during your stay, are lost.

10. How do we help in the case of hospitalisation in the →host country?

- 10.1 A doctor, who has been appointed by us, will establish contact with the hospital doctors giving treatment. If it is necessary, we will consult your GP. We ensure that information is passed on between the doctors involved. If you wish, we will inform your →relatives.
- 10.2 You are expected to stay in hospital for more than five days? Then we will organise the journey of a person close to you to the hospital and then back to his / her place of residence. We will pay the costs for the journey there and back.
- 10.3 We will give the hospital in which you are being treated a guarantee to pay costs up to € 15,000. We will settle the charges with the hospital. If the costs are not covered by the insurance, any costs borne by us must be paid back to us within one month after invoicing. If the costs are covered by the insurance, we will increase the cost payment guarantee if required.

11. Can children or persons in need of care, who are accompanying you, no longer be cared for?

- You can no longer care for under-age children or persons in need of care during your stay due to illness, injury resulting from an accident or death? We will then organise the return journey for the children or the persons in need of care from the →host country to the place of residence in the home country and will pay the additional costs of the return journey. Alternatively, we will organise the journey of a person close to you to the holiday resort and back to your place of residence. We will pay the costs for the journey there and back.

12. Are search, rescue and recovery costs insured?

- You have an accident and therefore you are in need of a search, rescue or recovery operation? We will then pay the costs for this up to € 10,000.

13. What is not insured?

- The following is not insured:
- A) Medical treatment, which was a reason for your stay in the →host country.
 - B) Medical treatment, where you were already aware before the start of your stay in the →host country that it would have to be carried out during your trip, e.g. dialysis. However, there is insurance cover if you had to go on the trip because of the death of your spouse, your civil partner or an immediate relative.
 - C) Medical treatment of illnesses, which already existed and were known at the start of the stay in the →host countries.
 - D) Purchase and repair of visual and hearing aids.
 - E) Illnesses and injuries, which occur as a result of a deliberate act, and their consequences.
 - F) Treatment of alcoholism, drug-related diseases and other addictions including withdrawal treatments and cures.
 - G) Convalescence cure, sanatorium and wellness treatments, acupuncture, fango, massages.

- H) Need for care or safekeeping.

- I) Psychoanalytical and psychotherapeutic treatment and hypnosis.
- J) Optional benefits, e.g. single room or treatment by a chief physician.
- K) Treatments by spouses or civil partners, parents or children. Documented material costs will be paid in accordance with the tariff.
- L) Medical treatment due to attempted suicide and the consequences arising from it. As well as the patient's return transport and repatriation due to death resulting from suicide.
- M) Medical check-ups for pregnancy.
- N) Treatment of pregnancy complications from the 36th completed week of pregnancy.
- O) Termination of pregnancy on medical grounds from the 36th completed week of pregnancy.
- P) Giving birth and its consequences from the 36th completed week of pregnancy.
- Q) Termination of pregnancy on non-medical grounds is not covered.

14. What obligations do you have after the insured event has occurred - what must you absolutely take into account?

- 14.1 You must comply with the obligations of the General Terms and Conditions.
 - 14.2 You or in the event of death, your legal successor must contact our Emergency Hotline →immediately:
 - A) Before the start of in-patient treatment.
 - B) Before carrying out the return transport of the patient.
 - C) Before burial in the →host country or before repatriation in the event of death.
 - 14.3 You are obliged to submit to us the original invoices or copies with proof that another insurer has reimbursed the costs.
- ### 15. What consequences does a breach of the obligations have?
- 15.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
 - 15.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
 - 15.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
- ### 16. Do you have to pay an excess?
- If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of medical treatment costs, we will deduct € 100 for each insured event from the reimbursement. This also applies if specific amounts are defined as a maximum reimbursement.

H Travel Cancellation Insurance for School Trips

1. What is insured?

- 1.1 The insurance cover described in Part A is insured.
- 1.2 As a supplement to this, the teacher shortage risk is insured.

2. What do we pay for in the case of the teacher shortage risk?

- We will reimburse the contractually agreed cancellations costs if the completed trip has to be cancelled. The prerequisite is: One of the accompanying persons is unable to go on the trip due to an insured event specified in Part A section 4 and as a consequence, the number of accompanying persons is less than the minimum required.

3. What obligations must you take into account?

- 3.1 You must comply with the obligations of the General Terms and Conditions.
- 3.2 You must comply with the obligations in Part A.
- 3.3 Furthermore, we require a confirmation from the →school that due to the shortage of the accompanying person, the number of accompanying persons is less than the minimum required.

4. What consequences does a breach of the obligations have?

- 4.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 4.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligation with gross negligence.
- 4.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.