

## **Customer Information and Terms and Conditions**

#### Valid from August 2024

Insurance cover is provided in line with the tariffs taken out and documented on your premium note/policy.

#### **Customer information**

#### Information on the insurer

#### Who are we?

Your contracting partner is ERGO Reiseversicherung AG (ERV), Thomas-Dehler-Straße 2, 81737 Munich, Germany.

Chairwoman of the Supervisory Board: Anja Berner Board of Management: Richard Bader (Chairman), Torsten Haase, Christine Voß Registered Office of Company: Munich Commercial Register: Amtsgericht München HRB 42 000, VAT Reg. No. DE129274536 Insurance Tax No. 802/V90802001324

#### What is our core business?

The core business of our Company is providing all types of travel insurance.

#### Information on the benefits

#### What insurance benefits do you receive?

The insurance covers the insured persons and trips as specified in the included tariffs. The scope of the insurance benefit is based on the agreed sum insured, the relevant loss or damage, an agreed excess and, where applicable, any existing underinsurance. You can find further details on the type and scope of our benefits in our Terms and Conditions. The Terms and Conditions specified in VB-ERV 2023 apply to this policy.

#### When will you receive payment?

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

#### What do you have to know about the premium?

The payable premium is documented on the premium note or travel confirmation for each insurance policy and includes the respective insurance tax. If your habitual residence is based in Germany, the following will apply: the insurance tax for property tax is 19%. Medical Travel Insurance is exempt from insurance tax, in accordance with § 4 Paragraph 5b of the VersStG (German Insurance Tax Law), provided the insurance cover is to provide for the natural person to whom the insured risk is realised (risk person) or to provide for the care of their close relatives within the meaning of § 7 of the PflegeZG (German Nursing Care Act) or their relatives within the meaning of § 15 of the AO (German Tax Code). Therefore, as a component in an insurance package, tax exemption will only apply if the premium component is shown accordingly. If your habitual residence is not based in Germany, the insurance tax of the respective country will apply. This will be shown on the premium note. The one-time premium is payable immediately after the start of the policy. It is payable upon receipt of vour insurance certificate.

**Please note:** If you have not paid the one-time premium upon occurrence of the claim event, we will not provide cover!

#### Information on the policy

## How is the policy concluded? When does your insurance cover begin?

The policy will start once the insurance has been taken out. For Travel Cancellation Insurance, your cover will begin once the insurance has been taken out. For Incoming Medical Insurance for Visitors from Abroad, your insurance cover will begin on the agreed start of the insurance but not before your entry into the first host country. For the other insurance types, your insurance cover will begin on the agreed start of the insurance but not before your trip commences.

#### Do you have a right of revocation?

For insurance policies with a term of at least one month, you have a right of revocation. Please refer to the revocation notice on page 2.

#### How can the policy be terminated? When does your insurance cover end?

You do not need to cancel your policy. It will expire automatically. For Travel Cancellation Insurance, your insurance cover will end when your trip begins. For Incominig Medical Insurance for Visitors from Abroad, your insurance cover will end on the agreed point in time but no later than when you leave the host countries. For the other insurance types, your insurance cover will end on the agreed point in time but no later than when you have finished your trip.

#### What law will be applicable to the policy?

Where legally permitted, German law will apply to this insurance policy and preparations leading up to it.

#### At what court can you assert your claims?

If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between these courts of jurisdiction: Munich or the court at your place of residence or your habitual residence at the time the complaint is filed.

## What is the contract language? What applies to declarations of intent?

The German language is relevant for the policy provisions and further information as well as the communication during the term of the contract. Declarations of intent must be in writing (e.g. letter, email). Verbal agreements are invalid.

#### Which supervisory authority is responsible?

You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn, Germany.

#### Contact

If you have any questions on your insurance cover, our Service Centre will be pleased to assist you on

#### +49 89 4166-1727

from Monday to Friday between 8 a.m. and 7 p.m. and Saturday between 9 a.m. and 1 p.m.

#### Email:

#### contact@ergo-reiseversicherung.de

Internet: ergo-reiseversicherung.de Address: ERGO Reiseversicherung AG

Thomas-Dehler-Straße 2 81737 Munich, Germany

#### **Cancellation Advisory**

# What happens if your trip is at risk due to illness, accident or for other reasons? What should you do if you are unsure whether your

trip can go ahead or if it should be cancelled?

Our Cancellation Advisory Team are here to give you the right advice!

Contact them by submitting your case online or by phoning them. Our doctors will phone you back within 24 hours and explain to you your options:

- Wait and see if you will be able to travel (we will pay any higher cancellation costs if necessary)
- Change your booking
   Canaal your trip
- Cancel your trip

## You can contact the Cancellation Advisory Team: Online at:

ergo-reiseversicherung.de/stornoberatung

#### By phoning:

+49 89 4166 -1839

Mon - Fri 8 a.m. and 7 p.m., Sat 9 a.m. and 1 p.m.

# Competent help in case of illness, accident and other emergencies!

#### 24/7/365 is standard for any emergency!

Our Emergency Call Centre is available to you 24 hours a day, 365 days a year.

### **Emergency Number**

Only for emergencies!

+49 89 4166 - 1071

Unfortunately, general questions or questions regarding the Telephone Cancellation Advisory cannot be answered on this number.

#### Can you revoke the conclusion of your policy?

You have the right to revoke insurance policies which have a term of at least one month. Please take note of the following revocation notice.

#### **Revocation Notice** Section 1

Right of revocation, consequences of revocation and special instructions

#### **Right of revocation**

You may revoke your contractual declaration in text form (e.g. letter, fax, e-mail) within a period of 14 days without giving reasons. The revocation period begins after you have received

- the insurance policy,
- the contract conditions,

including the general terms and conditions of insurance applicable to the contractual relationship, these in turn including the tariff provisions,

- this notice,
- the insurance product information document,
- and the further information listed in Section 2,

The timely dispatch of the revocation is sufficient to comply with the revocation period. Please address the revocation to:

ERGO Reiseversicherung AG, Thomas-Dehler-Str. 2, 81737 Munich, Email: contact@ergo-reiseversicherung.de

#### **Consequences of revocation**

In the event of an effective revocation, the insurance cover shall end and the insurer shall refund to you the part of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance cover shall commence before the end of the revocation period. In this case, the insurer may retain the part of the premi-um that is attributable to the period up to receipt of the revocation; this is the amount calculated on a pro rata basis according to days. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the

If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of any benefits received and the surrender of any benefits derived (e.g. interest).

If you have effectively exercised your right of revocation with regard to the insurance contract, you shall also no longer be bound by any contract related to the insurance contract. A related contract exists if it is related to the revoked contract and concerns a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded.

#### **Special instructions**

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.

#### Section 2 <u>Listing of further information required</u> for the start of the deadline

With regard to the further information referred to in Section 1 Sentence 2, the information requirements are detailed below:

#### Information requirements for all classes of insurance

The insurer must provide you with the following information:

- the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding register number must also be indicated;
- the summonable address of the insurer and any other address relevant to the business relationship between the insurer and you, in the case of legal persons, associations of persons or groups of persons also the name of an authorized representative; insofar as the notification is made by transmitting the contractual provisions including the General Conditions of Insurance, the information must be in a highlighted and clearly devised
- the core business activity of the insurer; the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
- the total price of the insurance, including all taxes and other price components, whereby the premiums must be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, which will enable you to verify the price;
- 6. a) any additional costs incurred, stating the total amount to be paid, as well as any possible further taxes, charges or costs not paid through or billed by the insurer;
  - b) all costs incurred by you for the use of remote means of communication, if such additional costs are charaed:
- 7. details regarding payment and fulfilment, in particular the method of payment of premiums;
- the limitation of the period of validity of the information provided, for example, the period of validity of limited offers, especially with regard to
- information on how the contract is concluded, in particular on the start of the insurance and the insurance coverage, as well as the duration of the period during which the applicant is to be bound by the application;

- 10. the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; insofar as the notification is made by transmitting the contractual provi-sions, including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly devised
- 11. a) information on the term of the contract; b) information on the minimum term of the contract:
- 12. information on the termination of the contract, in particular on the contractual terms of termination including any contractual penalties; if the notification is made by transmitting the contractual pro-visions including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly devised form;
- 13. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;
- 14. the law applicable to the contract, a contractual clause on the law applicable to the contract or on the competent court;
- 15. the languages in which the terms and conditions of the contract and the advance information referred to in this section will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
- 16. possible access for you to an out-of-court complaint and redress procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;
- name and address of the competent supervisory authority and the possibility of lodging a comp laint with this supervisory authority.

End of the revocation notice

Important: The information contained in this English version of the Revocation notice is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Revocation notice, the German original, entitled: "Widerrufsbelehrung" shall prevail at all times.

#### **Definitions/Information**

#### Family/Couple:

A **couple** is considered to be two adults.

A family is considered to be a maximum of two adults, irrespective of familial relationship, and children up to and including 25 years of age. Children are the adults' own children, grandchildren and up to five other accompanying children. There does not have to be a common place of residence. All insured persons must be listed by name. The trip price is the total trip price for the family/couple.

#### Objects:

Objects such as holiday homes, caravans, rental cars, houseboats, chartered yachts, and motorail trains and ferries are insured at the total trip price. This also applies when additional travel services (e.g. outward and return journey) were booked.

Europe, Mediterranean countries, Canary Islands, Azores, Madeira, Spitsbergen.

#### **Host Country:**

Host country is deemed to refer to all European Union countries as well as Iceland, Liechtenstein, Norway and Switzerland. The country in which you have your permanent place of residence is not deemed to be a host country.

#### Information on data protection

Hereinafter please find information on the processing of your personal data and on the rights you have in accordance with applicable data protection law.

#### Who is responsible for data processing?

ERGO Reiseversicherung AG (ERV) Thomas-Dehler-Straße 2 81737 Munich, Germany Telephone: +49 89 4166-1727 Fax: +49 89 4166-2717

Email: contact@ergo-reiseversicherung.de

Should you have any questions, please contact our data protection officer at the above address or at: datenschutz@ergo-reiseversicherung.de

## For what purposes and on what legal basis will your data be processed?

We will process your personal data in accordance with the EU General Data Protection Regulation (GDPR), with the German Federal Data Protection Act (BDSG) with the relevant provisions of the Act on Insurance Contracts (VVG) and with any and all other relevant laws and regulations. In addition, our company accepted the "Code of conduct for the handling of personal data by the German insurance business" as binding, which sets out the above-stipulated laws and regulations in more detail and in a form that is tailored to the insurance business. If you would like to take out an insurance with our company, you will be obliged to disclose your personal data to us in order to allow us to conclude the contract and to assess the risks we are to accept. If an insurance contract is concluded, we shall process your data in order to issue the policy to you or to send you an invoice. In case of any damage and for the payment of insurance benefits, we shall require information in order to verify your insurance cover and to calculate the benefits you will receive. Without processing your personal data, an insurance contract cannot be concluded and/or executed.

In addition, we shall require your personal data in order to prepare insurance-specific statistics, e.g. for the development of new insurance tariffs or in order to fulfil regulatory requirements.

The legal basis for the processing of your personal data for precontractual and contractual purposes is article 6, para. 1b) of the GDPR. To the extent we require specific categories of personal data such as your health information, we shall obtain your consent in accordance with article 9, para. 2a) in conjunction with article 7 of the GDPR. The preparation of any statistics for such data categories shall be based on article 9, para. 2j) of the GDPR in conjunction with section 27 of the Federal Data Protection Act.

Another reason for the processing of your data is the protection of our legitimate interests or those of third parties (article 6, para. 1f) of the GDPR). This might be necessary:

- in order to guarantee IT security and IT operations;
- in order to prevent and investigate criminal offences.
   In particular, we use data analyses in order to detect any indication of insurance fraud.

In addition thereto, we shall process your personal data in order to comply with our statutory obligations, including but not limited to regulatory requirements, retention obligations in accordance with trade and tax law or our obligation to provide advice. In such case, the legal basis for the processing of your data shall be the statutory regulations in conjunction with article 6, para. 1c) of the GDPR.

## Who are the recipients of your personal data? Brokers:

If you use the services of an insurance broker, such broker shall process your personal data to the extent such data are required in order to conclude and execute the relevant contract. The broker shall disclose such data to us. We shall also disclose data to the broker to the extent such broker needs information in order to provide you with services and advice regarding your insurance and financial services matters.

#### Third-party service providers:

We cooperate with certain third-party service providers in order to fulfil our statutory obligations. The list of service providers contains all companies with which

we maintain lasting business relationships. Please go to www.ergo-reiseversicherung.de for the most current version.

#### How long do we store your personal data?

We shall store your data during the term of your contract. In addition, we shall store your personal data in order to fulfil our statutory obligations to provide evidence and our statutory retention obligations. Such obligations result from the German Commercial Code, the Fiscal Code and the Money Laundering Act. The retention periods have a duration of up to ten years.

#### What rights do you have?

You have a right to request information on, correction and deletion of your data and to demand restrictions of processing. Upon request, we shall provide you with the data you disclosed to us in a structured, customary and machine-readable format. Please contact us at the above-stipulated address if you wish to inspect or change any of your data.

## Do you have any complaints regarding the processing of your data?

Please contact our data protection officer as stipulated above or the competent regulatory authority for data protection. The regulatory authority for data protection competent for our company is:

Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) Promenade 27

91522 Ansbach

## Are automated decisions in the individual case possible?

Based on the information you provide regarding any insured loss and on the data stored in connection with your contract as well as any information provided in this regard by a third party, if any, we will make a fully automated decision on our obligation to pay benefits. Such fully automated decisions are based on our company's regulations on the weighting of information.

#### Overview of the most important benefits

#### A Travel Cancellation Insurance

We will help you in the case of an illness, accident, pregnancy or immunisation intolerance before the trip with our Cancellation Advisory Service. You can find more information on the first page.

We will pay, e.g. the contractual cancellation costs due to an unexpected serious illness or dismissal by the employer for business reasons.

We will pay, e.g. the additional costs of the outward journey up to an amount of € 500 per person if there is a delay in public transport.

If requested, we will provide you with information on travel warning and safety notices issued by the Foreign Office.

In the case of tariffs **with excess**, the excess is 20% of the damage eligible to be reimbursed, at least  $\leqslant$  25 per person. This applies even if specific amounts have been defined as a maximum reimbursement.

#### B Curtailment Insurance

Amongst other things, we will pay compensation for travel services, which have not been used, e.g. due to an unexpected serious illness or considerable loss or damage to property.

In the case of tariffs **with excess**, the excess is 20% of the damage eligible to be reimbursed, at least  $\in$  25 per person. This applies even if specific amounts have been defined as a maximum reimbursement.

#### C Medical Travel Insurance

We will pay the costs, amongst other things, for medically necessary treatment abroad or for your return transport with medically adequate means of transport. Abroad is not deemed to be Germany and not the country in which you have your habitual residence.

Our Emergency Hotline will support you in the case of medical emergencies 24 hours a day.

We will give the hospital, e.g. a guarantee to pay costs or we will organise the return journey for children.

In the case of tariffs **with excess**, the excess is  $\in$  100 of the damage that is eligible to be reimbursed to you. This applies even if specific amounts have been defined as a maximum reimbursement.

#### D Luggage Insurance

We will pay compensation for the necessary repair costs or for the current value of the luggage, e.g. in the case of damage.

We will pay up to  $\leqslant$  250 per person for necessary replacement purchases if your luggage is delayed.

In the case of tariffs **with excess**, the excess is € 100 per claim event. This applies even if specific amounts have been defined as a maximum reimbursement.

#### **E** Travel Accident Insurance

We offer insurance cover for accidents during the trip which lead to permanent invalidity or death.

There is **no excess** in this case.

#### F Personal Liability Insurance for Travel

We offer insurance cover for personal liability risks arising from damage to persons and property during the trip.

In the case of tariffs **with excess** covering damages to property, the excess is  $\le 150$  for each insured event.

## G Incoming Medical Insurance for Visitors from Abroad

We will pay the costs, amongst other things, for medically necessary treatment in the host country or for your return transport with medically adequate means of transport.

Our Emergency Hotline will support you in the case of medical emergencies 24 hours a day.

We will give the hospital e.g. a guarantee to pay costs or we will organise the return journey for children.

In the case of tariffs **with excess**, the excess is  $\in$  100 of the damage that is eligible to be reimbursed to you. This applies even if specific amounts have been defined as a maximum reimbursement.

#### Important Information for claims (the Terms & Conditions VB-ERV 2023 apply)

#### What should you do in the event of damage or loss?

You must report any damage or loss immediately and subsequently submit all necessary documentation in accordance with the agreed obligations.

Please submit your notification of loss online immediately via:

**ergo-reiseversicherung.de/schadensmeldung** or scan QR-code:



You can upload any evidence to the online form. You may report damage or loss using the following address only if you are unable to do this online:

ERGO Reiseversicherung AG Leistungsabteilung PO Box 80 06 20 81606 Munich

Please provide any appropriate evidence – this will then become our property. Below you will find a list of documents to be submitted for the most com-

mon claim events.		
Alv	vays submit:	
	Proof of insurance	
	Booking confirmation, e.g. from the tour operator	
	Information on additional existing travel insurances (e.g. via creditcard, automobile association)	

#### A Travel Cancellation Insurance:

Additionally to be submitted:

	Invoice for the cancellation costs from the tour operator or in the case of rented objects, the landlord's loss invoice
	Proof of the reason for cancellation, e.g. in the case of illness a medical certificate

B Curtailment Insurance:		
Additionally to be submitted (depending on the type of claim):		
	Date of the curtailment (actual date of the return journey)	
	Proof of the reason for curtailment or the extended stay, e.g. in the case of illness a medical certificate issued before curtailment of the trip	
	Proof of the amount of unused travel services (excluding the cost for the return journey)	
	Proof of additional costs for the return journey	
	Proof of the additional costs for the extended stay	
	Confirmation, e.g. from the tour operator, if and in which amount a compensation was paid	
Modical Travel Incurance		

C	Medical	Travel	Insurance:
=			

#### G Incoming Medical Insurance:

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Additionally to be submitted:		
	Specification of the diagnosis incl. treatment report	
	Original bills or copies including the reimbursement stamp of another insurer, if applicable	
	Address and insurance number of the health insurance provider of the ill/insured person	

#### D Luggage Insurance:

Ge	neral additions to be submitted:	
	Purchase bills of articles lost or damaged	
	Cost estimate/ bill of the repair; if a repair is not possible, confirmation of the current value of the article	
	Proof of the official charges for the replacement of identity documents	
In	the case of accompanied luggage:	
	Police report in the case of criminal action	
	Detailed description of the cause of loss	
In	In the case of unaccompanied luggage:	
	Claims record of the transport company	
	Documents for replacement purchases in the case of delay of luggage	
	In the case of lost luggage the final confirmation of the transport company	
	Original ticket including the attached luggage label of the transport company	

We will be happy to answer questions about **claims handling** from Monday to Friday between 8 a.m. and 7 p.m. and on Saturdays between 9 a.m. and 1 p.m., please phone: **+49 89 4166 - 1799**.

If you have a **medical emergency** whilst travelling, please contact: **+49 89 4166 - 1071**.

# Terms and Conditions for Travel Insurances provided by ERGO Reiseversicherung AG (VB-ERV 2023)\*

Status: August 2024

The **General Provisions**, the **Glossary** and the provisions of the **Special Sections** apply collectively to your travel insurance with ERGO Reiseversicherung AG, hereinafter referred to as "ERV" or "we".

#### **General Provisions**

#### 1. Policyholder and insured person

- 1.1 You are the policyholder if you have taken out an insurance contract with us. In this case, you are a contracting party. If you have taken out insurance for yourself, you are both the policyholder and simultaneously the insured person. Have you taken out insurance for another person? In this case, you are the policyholder and the other person is the insured person. The other person benefits from the insurance cover. This is provided that this person has been named in the insurance documentation or is part of the group of persons described therein.
- 1.2 You may take out an insurance policy with us if your habitual residence or company domicile is based in Germany or in another country of the European Union (EU) or European Economic Area (EEA).
- 1.3 Do you want to insure a risk period of up to four months? In this case, section 1.2 notwithstanding, you may take out an insurance contract with us if you make the contractual declaration within Germany or another EU or EEA country.
- 1.4 If requested by us, you must provide evidence that you fulfil the listed conditions for taking out a policy. If this evidence is not provided, the insurance contract will not be concluded even if you have paid the premium.

#### 2. What trips are covered by your insurance?

- 2.1 The insurance cover applies to your insured trip.
- 2.2 [Not applicable.]

#### 3. When does your insurance cover begin and end?

- .1 A) For Travel Cancellation Insurance (Part A), your insurance cover will begin once you have taken out the insurance policy and will end when your →trip commences.
  - B) For Incoming Medical Insurance (Part G), your insurance cover will begin on the agreed start of the insurance. Please note that the insurance cover commences at the earliest when you enter the first →host country. The insurance cover ends on the agreed point in time but no later than when you leave the →host countries.
  - C) For the other insurance types, your insurance cover will begin on the agreed start of the insurance, at the earliest however when the →trip commences. Your insurance will end on the agreed point in time but no later than when you have finished your trip.
  - D) What happens if you are unable to finish your trip and return as planned for reasons beyond your control? In this case, your insurance cover will be extended beyond the date which was originally agreed with us until it is possible for you to travel back.
- 3.2 [Not applicable.]

#### 4. What is the maximum trip duration that singletrip insurance policies provides cover for?

- 4.1 We will only insure your trip if it has been planned for a maximum of twelve months. In addition, you must not change your habitual residence.
- you must not change your habitual residence.
  4.2 If requested by us, you must provide evidence that you fulfil these conditions. If this evidence is not provided, the insurance contract will not be concluded even if you have paid the premium.

#### What is the premium payable for the insurance – what happens when an age limit is reached?

- 5.1 The payable premium amount can be found on the premium note.
- 5.2 If the premium is based on your age, then your age at the time of taking out the insurance is decisive. If, during the term of the insurance contract, you reach an age limit, the insurance cover will continue until the end of your policy at an unchanged premium.
- 5.3 [Not applicable.]
- 5.4 [Not applicable.]
- 5.5 [Not applicable.]

## 6. As the policyholder, what must you keep in mind when paying the premium?

Contrary to § 33 Paragraph 1 of the VVG (German Insurance Contract Act), the one-time premium is due upon conclusion of the insurance policy and must be paid by you, as the policyholder, upon receipt of the insurance certificate. Renewal premiums are due at the start of the agreed premium period. If you have provided a direct debit mandate, you must ensure that the premium is able to be debited on the due date. If paying by credit card, you must ensure that the card is able to be charged on the premium due date. You must also ensure that legitimate collection will not be rejected. If a premium is unable to be collected after multiple attempts, then a written request to pay will be sent to you. In this case, the obligation to debit the premiums will cease to exist. Payment will be deemed to have been made on time if it is made immediately upon our request. If you have not provided a direct debit mandate, your payment will be deemed to have

<sup>\*</sup> Important: The information contained in this English version of the Terms and Conditions for Travel Insurances is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions, the German original version of the Terms and Conditions for Travel Insurances, entitled: "Versicherungsbedingungen für Reiseversicherungen der ERGO Reiseversicherung AG (VB-ERV 2023)" shall prevail at all times.

- been made on time if you have done everything in due time to ensure the premium is received. You undertake to transfer the premium at your own risk and expense.
- If the one-time premium is not paid on time, we will have the right to withdraw from the policy. We may only do this so long as the payment has not been made. This right to withdraw will not apply if non-payment is due to reasons beyond your control. You must provide evidence of this. If the first premium payment has not been paid upon the occurrence of the claim event, we will not be obliged to provide cover. However, our obligation to provide cover will continue to apply if the non-payment is due to reasons beyond your control. You must provide evidence of this. If you have granted your permission for us to collect premium payments, insurance cover will apply even in the event of non-payment of the first premium payment. This will not apply if the bank does not carry out the collection on the due date due to lack of funds.
- [Not applicable.]
- You may only offset against out claims if your claim has been recognised by us or has been legally established.

## How long is your policy valid for and when does

- The insurance policy is only applicable to the insured trip and will terminate automatically.
- [Not applicable.]

#### What are the rules for insurance tax?

Medical Travel Insurance is exempt from insurance tax, in accordance with § 4 Paragraph 5 b of the VersStG (German Insurance Tax Law), provided the insurance cover is to provide for the natural person to whom the insured risk is realised (risk person) or to provide for the care of their →close relatives within the meaning of § 7 of the PflegeZG (German Nursing Care Act) or their relatives within the meaning of § 15 of the AO (German Tax Code). If Medical Travel Insurance has been taken out together with other insurance types within the framework of an insurance package, we will show this part of the premium separately. This will be shown on the premium note, which is part of the insurance policy.

#### What is not covered by the insurance?

- You do not have insurance cover for damage or loss caused by:
  - A) Strikes or other forms of industrial action.
  - B) Nuclear energy or other ionising radiation.
  - C) Closure of public transport and other →actions of higher authority.
  - D) The use of chemical, biological, radiological or nuclear weapons.
  - E) War, civil war, warlike events and civil unrest. What happens if you are in a country where one of these events is breaking out? In this case, you will have insurance cover for the first 14 days after the start of the respective event. If you are unable to leave the country during this period (for example because air traffic has collapsed), your insurance cover will be extended until it is possible for you to leave the country. However, if you are actively participating in one of these events, then your insurance cover will cease as of the date and time of your participation.
- Without prejudice to the other policy provisions, insurance cover will only apply provided and for as long as there are no applicable economic, trade or financial sanctions, such as embargoes, set out by the European Union or Federal Republic of Germany against either of the contracting parties. This will also apply to any economic, trade or financial sanctions, such as embargoes, set out by the United States of America, provided this does not conflict with the legal provisions of the European Union or the Federal Republic of Germany.
- These exclusions will apply in addition to the exclusions specified in the respective Special Sec-

#### What are your obligations after the occurrence 10. of a claim event?

- 10.1 You must:
  - A) Avoid everything which may result in unnecessary costs (duty to mitigate loss)
  - B) Report the damage or loss to us →immediately.
  - C) Describe the events leading to the claim and the consequences thereof truthfully to us.

- D) In addition, allow us to carry out any reasonable investigation into the cause and amount of the damage or loss and the extent of our obligation to provide cover.
- E) Provide us with any relevant information and be truthful when doing so.
- 10.2 You are required to provide suitable evidence to verify the damage event. The evidence you submit will become our property. We reserve the right to request original copies. You may request the return thereof within a period of six weeks.
- If necessary, you must agree to release the doctor providing treatment from his/her duty to maintain confidentiality. Releasing the doctor from his/her duty to maintain confidentiality is only binding for you insofar as knowledge of this data is necessary for us to be able to assess our obligation to provide cover or to assess the extent of our obligation to provide cover.

## What are the consequences of a breach of obli-

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to pro-

#### When will you receive payment?

- Once we have determined our obligation to provide cover, you will receive payment →immediately.
- 12.2 Any costs which you have incurred in a foreign currency will be reimbursed in Euros. The exchange rate will be based on the rate applicable on the day on which you paid these costs.

#### 13. What procedure applies in the event of thirdparty obligations?

- If a third party is liable to pay compensation for a claim event, these claims will be transferred to us insofar as we have provided compensation for the damage or loss. This transfer may not be made to the detriment of the policyholder or insured person. Irrespective of any legal subrogation, you are obligated to assign these claims for compensation to us, to the extent permitted by law, up to the amount of cover we provided.
- What happens if you are entitled to compensation under other insurance policies under private law or from social insurance agencies? In this case, these obligations to provide cover will take precedence. If you inform us of the claim event, we will make advance payment and settle the claim in accordance with the terms and condi-

#### What is the applicable law for this policy? Under what jurisdiction does this policy fall?

- German law will apply to this policy to the extent permitted by law.
- If you wish to settle any issues arising from the insurance contract in court, you may choose between the following jurisdictions: A) Munich.
  - B) The court of your place of residence or habitual residence at the time your complaint is filed.
- 14.3 If we have to settle an issue with you in court, the court of your place of residence or habitual residence will have jurisdiction.
- You may send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin, German Federal Financial Supervisory Authority), Graurheindorfer Strasse 108, 53117 Bonn.
- 14.5 We do not participate in dispute settlement procedures before a consumer conciliation board.

#### Which limitation periods must you take into account?

Claims made under the insurance policy are usually subject to a period of limitation of three years. This period of limitation will begin at the end of the year in which the claim occurs and in which you became aware or ought to have become aware of thereof.

15.2 What happens if you have reported the claim to us? In this case, the period of limitation is suspended until you have received our decision in

#### Glossary

#### Abroad:

Abroad refers to countries other than Germany and the country in which your habitual residence is based.

Carers are those persons who care for your accompanying or non-accompanying →relatives who are minors or persons requiring care, for example an au pair.

#### Check-ups:

Check-ups are regular medical examinations. They are carried out in order to determine the health condition of the patient, for example measuring the blood sugar levels in diabetic patients. They are not carried out on the basis of a specific concern or for specific treatment.

#### Close relatives within the meaning of § 7 of the Pflegezeitgesetz (German Nursing Care Act) and relatives within the meaning of § 15 of the Abgabenordnung (German Tax Code):

The following are considered relatives and close relatives:

- A) Grandparents, parents, parents-in-law and stepparents.
- B) Spouses, civil partners, common-law partners resembling a marriage or civil partnership, siblings, siblings-in-law, siblings' civil partners, and civil partner's siblings,
- C) Children, adopted or fostered children, spouse's or civil partner's children or adopted or fostered children, children-in-law and grandchildren,
- D) Fiancé(e),
- E) Immediate relatives and in-laws.
- F) Siblinas' children.
- G) Parents' siblings, H) Persons who are connected to each other by a longterm foster care relationship by the fact of living under the same roof in the sense of parents and child (foster parents and foster children).

#### Commencement/Start of the trip:

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

In particular, for Travel Cancellation Insurance and Curtailment Insurance, a trip is deemed to have begun in the following cases:

- When travelling by plane: upon check-in or, in the event of online check-in, when the traveller passes through the security check on the day of the trip.
- When travelling by boat: upon check-in. When travelling by bus: when the traveller gets on the bus.
- When travelling by train: when the traveller gets on the train.
- When travelling by car: when the traveller receives the hire care or mobile home.
- When travelling with one's own car: when the first booked →travel service begins, e.g. receiving the keys to the booked holiday home.

What happens if a transfer service is a fixed component of the total trip? In this case, the trip is deemed to have begun when the transfer begins (getting in the transfer vehicle).

For all other types of travel insurance, the trip is deemed to have begun once you leave your home.

#### Current value:

The current value is the amount that an insured object has at the time the loss or damage occurs.

## **Employment relationship:**

Employment relationship refers to the employment relationship between employer and employee which is governed by an employment contract and subject to social insurance contributions. Employment relationships subject to social insurance contributions and with a weekly working time of at least 15 hours are covered by the insurance. These employment relationships must be concluded for a minimum duration of one year.

#### Extreme sports:

Extreme sports include, in particular, rafting, free climbing, canyoning, abseiling and caving, mountaineering, hang-gliding, paragliding and skydiving.

#### Family:

A family is considered to be a maximum of two adults, irrespective of familial relationship, and children up to and including 25 years of age. Children include the adults' own children, grandchildren and up to five accompanying children. There does not have to be a common place of residence.

#### Fees for changing your booking:

These are the fees charged by your tour operator/ contracting partner for changes made regarding the destination or dates of your trip.

#### Foreign Office:

Together with the German Diplomatic Mission, the German Federal Foreign Office makes up the German Foreign Service. The Foreign Office publishes extensive information on all countries in the world including travel and security information and travel warnings. The contact details for the Foreign Office are:

Postal address: Auswärtiges Amt, 11013 Berlin +49 30 -18 170 (24/7 service) Switchboard: +49 30-18 17 34 02 Fax: Website: www.auswaertiges-amt.de

#### **Holiday destination:**

A holiday destination is any of the places on your trip where you have booked to stay. A holiday destination refers to the local municipality including the surrounding area within a radius of 50 km.

#### Host country:

All countries in the European Union as well as Iceland, Liechtenstein, Norway and Switzerland may constitute a host country. The country in which your habitual residence is based does not constitute a host country.

#### Immediately:

Without culpable delay.

#### Interventions by a higher authority:

Interventions by a higher authority refer to measures taken by a higher authority, such as confiscations of exotic souvenirs by the customs authority, refusal of entry in the event of missing entry documents or closure of public transport.

#### Medically necessary/Medically necessary treatment:

- 1. Treatment and diagnostic procedures are only covered by the insurance if they fulfil all of the following conditions:
- A) They are for a diagnostic, therapeutic and/or palliative purpose.
- B) They are recognised by conventional medicine and are reasonable.
- C) The medical diagnosis and/or prescribed treatment must correspond with generally accepted medical procedures.
- 2. Medical services or care must be medically necessary and reasonable. This is the case when all of the following points apply:
  - A) The services or care are necessary in order to diagnose or treat your condition, illness or injury.
  - B) The symptoms, diagnosis and treatment are consistent with the underlying disease.
  - C) They represent a reasonable type and level of medical care.
  - D) They are carried out over a reasonable treatment period.
  - In particular, treatment that you arrange to undergo contrary to medical advice will not be considered medically necessary.

#### Natural events:

Natural events refer to explosions, storms, hail, lightening, high water levels, flooding, avalanches, volcanic eruptions, earthquakes and landslides.

A pandemic occurs if an infectious disease breaks out on large parts of a continent or on several continents. This has been established by the World Health Organisation (WHO).

#### **Public transport:**

Public transport refers to any aircraft, land vehicle or watercraft licensed for the public transportation of passengers and operating according to a timetable. Vehicles used for tours/air tours, hire cars, taxis and cruise ships do not constitute public transport.

#### Relatives:

Relatives are:

- A) Your spouse or civil partner or your partner who is cohabiting with you as a common-law partner.
- B) Your children, parents, adopted children, adoptive parents, foster children, foster parents, stepchildren, step-parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, cousins, parents-inlaw, children-in-law, brothers-in-law and sistersin-law

#### School/University:

Schools are:

- A) All educational institutions which are set up for the purposes of fulfilling the statutory requirements for compulsory education.
- B) Educational institutions which lead to the following qualifications: vocational school-leaving certificate rrom 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 recognised qualification can be obtained from the Chambers of Industry and Commerce or Craft Guilds such as a Master Craftsman qualification.

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 carry out a sport including accessories.

#### Start/Commencement of the trip:

See under "Commencement/Start of the trip."

#### Travel services:

Travel services refer to, for example, booked hotel rooms and holiday homes, hired mobile homes, hired house boats, chartered yachts, flights and sea, bus or

#### **Special Sections**

#### **Travel Cancellation Insurance**

#### What is covered?

- We will pay compensation to you up to the amount of the sum assured in the following cases:
  - A) You cancel your trip.
  - B) You change your trip booking.
  - C) You begin your trip late.
  - D) A → public transport vehicle is delayed during your outward journey or is cancelled without a replacement.

The conditions for cover for individual cases can be found in the following sections.

Reimbursement up to the amount of the sum assured will only apply if no differing sum is sta-

#### What cover do we provide via the Medical 2. **Cancellation Advisory Team?**

- Our Medical Cancellation Advisory Team will provide advice in the following cases:
  - A) You fall ill after having booked your trip.
  - B) You have an accident.
  - C) You become pregnant.
  - D) A doctor determines that you have an immunisation intolerance.
- We will help you decide whether and when you should cancel your trip.
- What happens if it turns out that, contrary to the assessment made by our Medical Cancellation Advisory Team, your trip cannot go ahead after all? In this case, you must cancel your trip upon discovering that you are unable to travel. In this case, your cancellation will be regarded as having been carried out →immediately.
- What happens if you do not cancel your trip even though the Medical Cancellation Advisory Team advised you to do so? In this case, you must bear the risk of higher cancellation costs yourself.

#### What is covered if you have to cancel your trip?

- If you have to cancel your trip due to one of the insured events listed in section 4, we will reimburse you for the contractually owed cancellation costs. These are the costs which you, as the traveller, owe to the service provider (e.g. tour ope rator or holiday homeowner) if you cancel your booked trip. In addition, we will also reimburse you for the consulate fees for your visa as well as the fees for seat reservations.
- In order to receive the cover listed under section 3.1, you must satisfy all the following require-
  - A) The insured event affects you or a risk person.
  - B) You cancelled your trip or changed your booking because this event occurred.
  - C) Due to the event, you cannot be expected to carry out your trip as planned.

#### What events are covered?

The insurance covers unexpected, serious illness. Therefore, the illness must be both "unexpected" and "serious". If these conditions are met, the illness from Covid-19 is also included in the insurance cover. This also applies if Covid-19 has been declared as a →pandemic by the World Health Organization (WHO). An unexpected and serious illness can also be a mental illness

#### What constitutes an unexpected illness?

An illness, including a mental illness, is unexpected if it occurs for the first time after taking out the insurance policy or, in the event of an existing policy, after booking the trip. The unexpected deterioration of a pre-existing illness is also covered by the insurance. The deterioration of a pre-existing illness is unexpected if no treatment was being administered during the six months immediately prior to taking out the insurance policy or, in the event of an existing policy, in the six months immediately prior to booking the trip. →Check-ups, regular intake of medication of a predetermined dosage and dialysis are not considered treatment.

#### What constitutes a serious illness?

An illness, which is not a mental illness, is serious if, prior to cancellation, a doctor certifies that a health issue is so severe that the trip cannot be undertaken as planned. For mental illnesses, the following applies. A mental illness is only deemed to be serious if one of the following cases applies:

- A) The statutory or private health insurance provider has approved outpatient psychotherapy.
- B) The illness has been certified by a psychiatric specialist.
- C) In-patient treatment is being provided.
- 4.2 In addition, the following also constitute insured
  - A) Death. The insurance also covers death due to Covid-19. This also applies if Covid-19 has been declared as a →pandemic by the World Health Organisation (WHO).
  - B) A serious injury resulting from an accident.
  - C) Pregnancy and complications during pregnan-
  - D) An appointment to donate or receive organs or tissue within the framework of German Transplant Law.
  - E) Immunisation intolerance.
  - F) Breakage of prostheses.
  - G) Joint implant loosening.
  - H) Appointments which may not be postponed relating to the procedure for adopting a minor child.
  - I) Significant damage to property caused by fire, burst water main, →natural events or criminal action by a third party. In this case, cover will apply provided you or an accompanying risk person are objectively required to be present on site as a result of the damage.
  - J) Termination of employment for business reasons.

  - K) The start of an →employment relationship.
    L) Change of employment. A change of employment is deemed to have occurred if an employee terminates his/her previous →employment relationship with his/her employer and begins a new →employment relationship with another employer. Transfer within a company does not constitute a change of employment.
  - M) Cyclical short-time work. In this case, cover will apply provided you or the risk person have been affected by cyclical short-time work for a period of at least three consecutive months. In addition, the monthly gross salary must have been reduced by at least 35% due to the shorttime work.
  - N) A court summons. This will not apply if attendance at court hearings is part of your usual professional activities.
  - O) If your passport or personal ID card is stolen prior to your trip and a replacement document cannot be obtained in time. This cover will apply provided the stolen document is absolutely necessary for the trip.
    P) Having to begin the Voluntary Service, the
  - Voluntary Social Year or the Voluntary Ecological Year.
  - Q) An appointment for retaking a previously failed exam at a →school/university. In this case, cover will apply provided the retake falls unexpectedly during the insured trip period or takes place within 14 days from the scheduled end of the trip.

- R) Illness, injury resulting from an accident, immunisation intolerance or the death of your dog or cat that has been registered to travel with you.
- S) In the case of school trips: if you are to permanently leave your class before the insured trip

#### Who are your risk persons?

Risk persons for you are:

- Your →relatives and the →relatives of your partner.
- →Carers.
- Who are your risk persons if you have booked your trip for a maximum of four persons and two additional accompanying children or if you have booked your trip as a →family? In this case, those travelling with you and their relatives and carers constitute your risk persons. In all other cases, only your relatives, the →relatives of your partner and →carers constitute your risk persons.

#### What is covered if the →start of your trip is delayed?

- What happens if you have to delay the →start of your trip because you or a risk person have been affected by an insured event? In this case, we will
  - A) The additional costs of the outward journey that you have provided evidence for. The insurance will cover the additional costs based on the type and standard of the originally booked and insured outward journey.
  - B) Your unused →travel services less the costs of the outward journey.
- We will reimburse you up to the amount of cancellation costs that would have otherwise been incurred had the trip been cancelled →immedia-

#### What will we reimburse in the event of a vehicle breakdown or accident?

What happens if the vehicle you intend to use for your trip becomes unroadworthy no more than one day prior to the →start of your trip due to a breakdown or accident and, as a result of this, you have to delay the →start of your trip? In this case, we will reimburse:

- A) The costs of your unused travel services.
- B) Additional costs for the outward journey up to € 500 per insured person.

#### What cover is there for delays during the outward journey?

- What happens if there is a more than two-hour delay in the  $\rightarrow$ public transport you wanted to use or if this is cancelled without a replacement and, as a result of this, you miss your first insured means of transport? In this case, we will reimburse you for the additional costs of the outward journey up to € 500 per person. We will reimburse this based on the type and standard of the originally booked means of transport. In addition, we will also reimburse the costs for necessary and appropriate expenditure (food and accommodation) that you have provided evidence for. The maximum amount you will receive for this is € 100 per person.
- The cover listed in section 8.1 will apply provided that the  $\rightarrow$ public transport delay or cancellation was made known less than 24 hours prior to the start of the trip.

#### What information do we provide to you?

- If requested by you, we will give you the details of the nearest German Diplomatic Mission (address and telephone contact).
- If you wish, we will also provide you with information on any travel warnings and safety notices that have been issued by the →Foreign Office of the Federal Republic of Germany.

#### 10. Are travel agency fees covered by the insurance?

- The insurance will cover a contractually agreed travel agency fee of up to € 100 per person. This cover will apply provided the agency had already agreed the agency fee when booking the trip and that this had been taken into account when calculating the sum assured.
- 10.2 We will only reimburse the travel agency fee if you are also entitled to cancellation cost compensati-

#### Are →rebooking fees insured?

What happens if you would rather change your booking than cancel your trip completely? In this case, we will reimburse you the →rebooking fees. We will provide cover up to the amount of the cancellation costs that would have otherwise been incurred had the trip been cancelled →immediately. This cover will apply provided you are entitled to reimbursement of the cancellation

#### Is the surcharge for single occupancy covered?

- What happens if you have booked a double room with another person? In this case, this person is always considered a risk person. What happens if this person has to cancel the trip for a reason covered by the insurance? In this case, we will reimburse the surcharge for single occupancy or the additional costs for using the double room by yourself. In this case, cover will apply provided you decide to go on the trip on your own.
- 12.2 We will provide cover up to the amount of the cancellation costs that would have otherwise been incurred had the trip been cancelled →immediately.

#### 13. What is not insured?

We do not provide cover:

- 13.1 In the case of a psychological reaction
  - A) to acts of war, civil unrest, an act of terrorism or an aviation accident;
  - B) to the fear of acts of war, civil unrest or acts of terrorism.
- 13.2 In the case of addictive disorders.
- 13.3 In the event of illnesses or death resulting from →pandemics. However, the unexpected and serious illness from Covid-19 or a death due to Covid-19 is insured, even if Covid-19 has been declared as a →pandemic by the World Health Organisation (WHO).
- 13.4 For cancellation fees such as processing fees for a trip cancellation or service fees charged to you by your travel agency because you cancel the trip.
- 13.5 For other processing fees such as airline proces sing fees which have not been stated and insured at the time of booking.
- 13.6 For bounties for hunting trips.

#### 14. What are your obligations after the occurrence of a claim event?

- You must comply with the obligations stipulated in the General Provisions.
- 14.2 You have a duty to mitigate the cancellation costs as much as possible. If an event covered by the insurance occurs, you must cancel your trip →immediately and at the latest before the cancellation costs increase. Information concerning the amount of the cancellation costs in the event that an event covered by the insurance occurs and when these increase can be found in the General Terms and Conditions provided by your service provider (e.g. by your tour operator or holiday homeowner) or in the provisions that have been agreed upon individually.
- 14.3 What happens if you have involved the Medical Cancellation Advisory Team and
  - A) they have recommended that you cancel the trip? In this case, you are obliged to cancel the trip →immediately.
  - B) contrary to the assessment of the travel medical specialist, you are not able to commence your trip? In this case, you must cancel your trip upon discovering that you are unable to travel. This means that you have cancelled your trip in time.
- 14.4 In order to be able to process the claim event, you or, in the event of your death, your legal successor must submit the following documents to us:
  - A) We will always require proof of insurance, booking documents, the completed claims form, proof of loss (for example the invoice for the cancellation costs) and evidence of travel agency fees.
  - B) In the event of illness, which is not a mental illness, injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses or joint implant loosening, we require a medical certificate with information regarding the diagnosis and treatment. We do not accept medical certificates issued by your spouse or partner or your parents or children.
  - C) In the event of a mental illness, we require one of the following documents:
    - · A certificate of approval for outpatient therapy issued by the statutory or private health insurance provider.
  - A certificate issued by a psychiatric specialist.
  - Evidence of in-patient treatment.
  - D) In the event of theft or a traffic accident, we require a copy of the police report.

- E) All other insured events must be proved by submitting the appropriate documents.
- 14.5 In individual cases, we may request that you submit a certificate confirming that you are unable to work, your medical history (medical record) or a medical certificate issued by a specialist. We may also request that your inability to travel be verified by means of a specialist medical report.

#### What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. Your own contribution amounts to 20% of the damage eligible to be reimbursed to you and a minimum of € 25 per insured person. This applies even if specific amounts have been defined as a maximum reim-

#### How high should the sum assured be?

The sum assured per insured trip must correspond to the full agreed price of the trip including any travel agency fees (value insured).

### B Curtailment Insurance

#### What is covered?

We will pay compensation to you:

- A) In the event of unplanned termination of your trip.
- B) If you have to interrupt your trip.
  C) If there is a → public transport delay during your onward or return journey.
- D) If you have to extend your stay.
- E) If you have to interrupt your tour.
  F) In the event of fire or →natural events during your trip.

The conditions for cover for individual cases can be found in the following sections.

#### What is covered if you have to curtail your trip or in the event of unplanned termination of your trip?

- What happens if one of the insured events listed in section 4 have occurred and, as a result, you have had to:
  - A) Curtail your trip.
  - B) Completely abandon your booked →travel services (for example if you and a co-insured risk person leave a cruise because you have to go ashore for in-patient treatment).
  - C) Interrupt your trip (for example if you cannot take part in a tour anymore because you have to be treated as an in-patient but, after treatment, you are able to continue the tour).
  - In these cases, we will reimburse you the proportionate trip price for the travel services you have not used during your trip. We will reimburse you up to the sum assured provided by your tariff.
- If you are unable to complete your trip as scheduled due to the occurrence of one of the events listed in section 4, we will reimburse you the additional return journey costs. The insurance will cover the additional costs based on the type and standard of the originally booked and insured return journey.
- In order to receive the benefits listed under sections 2.1 and 2.2, you must satisfy all the following requirements:
  - A) The insured event affects you or a risk person. B) You curtailed the trip because this event has
  - occurred. C) Due to the event, you cannot be expected to carry out or complete your trip as planned.

#### How do we help you if you have to curtail your trip or delay your return journey?

What happens if your return journey cannot go ahead as planned due to the occurrence of one of the insured events listed in section 4? In this case,

- we will organise your return journey based on the type and standard of your originally booked return journey. We will advance the additional costs.
- 3.2 The amount paid out by us must be paid back to ERV within one month from the payment. If you have a claim that falls under section 2, you will only repay the amount in excess of that claim.

#### 4. What events are covered?

4.1 The insurance covers unexpected, serious illness. Therefore, the illness must be both "unexpected" and "serious". If these conditions are met, the illness from Covid-19 is also included in the insurance cover. This also applies if Covid-19 has been declared as a →pandemic by the World Health Organization (WHO). An unexpected and serious illness may be a mental illness.

#### What constitutes an unexpected illness?

An illness, including mental illness, is unexpected if it occurs for the first time after your trip has begun. The deterioration of a pre-existing illness that was already present at the time of the →commencement of your trip is also covered by the insurance. The deterioration of a pre-existing illness is unexpected if no treatment was being administered during the six months immediately prior to the →commencement of your trip. →Check-ups, regular intake of medication of a predetermined dosage and dialysis are not considered treatment.

#### What constitutes a serious illness?

An illness, which is not a mental illness, is serious when, prior to curtailing your trip, a doctor certifies that a health issue is so severe that the trip cannot be completed as planned. For mental illnesses, the following applies. A mental illness is only deemed to be serious if one of the following cases applies:

- A) The statutory or private health insurance provider has approved outpatient psychotherapy.
- B) The illness has been certified by a psychiatric specialist.
- C) In-patient treatment is being provided.
- 4.2 In addition, the following also constitute insured events:
  - A) Death. The insurance also covers death due to Covid-19. This also applies if Covid-19 has been declared as a →pandemic by the World Health Organisation (WHO).
  - B) A serious injury resulting from an accident.
  - C) Pregnancy and complications during pregnancy.
  - D) An appointment to donate or receive organs or tissue within the framework of German Transplant Law.
  - E) Immunisation intolerance.
  - F) Breakage of prostheses.
  - G) Joint implant loosening.
  - H) Appointments which may not be postponed relating to the procedure for adopting a minor child.
  - Significant damage to property caused by fire, burst water main → natural events or criminal action by a third party. In this case, cover will apply provided you or an accompanying risk person are objectively required to be present on site as a result of the damage.
  - J) Termination of employment for business reasons.
  - K) Commencement of an →employment relationship.
  - L) Change of employment. A change of employment is deemed to have occurred if an employee terminates his/her previous →employment relationship with his/her employer and commences a new →employment relationship with another. Transfer within a company does not constitute a change of employment.
  - M) Cyclical short-time work. In this case, cover will apply provided you or the risk person have been affected by cyclical short-time work for a period of at least three consecutive months. In addition, the monthly gross salary must have been reduced by at least 35% due to the shorttime work.
  - N) A court summons. This will not apply if attendance at court hearings is part of your usual professional activities.
  - O) If your passport or personal ID card is stolen during your trip and a replacement document cannot be obtained in time. In this case, cover will apply provided the stolen document is absolutely essential for carrying out the trip as planned.

- P) Having to begin the Voluntary Service, the Voluntary Social Year or the Voluntary Ecological Year.
- Q) An appointment for retaking a previously failed examination at a →school/university. In this case, cover will apply provided the retake falls unexpectedly during the insured trip period or takes place within 14 days from the scheduled end of the trip.
- R) Illness, injury resulting from an accident, immunisation intolerance or the death of your accompanying dog or cat.

#### 5. Who are your risk persons?

- Risk persons for you are:
- 5.1 Your → relatives and the → relatives of your partner.
  5.2 → Carers.
- 5.3 Who are your risk persons if you have booked your trip for a maximum of four persons and two additional accompanying children or if you have booked your trip as a →family? In this case, those travelling with you and their →relatives and →carers constitute your risk persons. In all other cases, only your →relatives, the →relatives of your partner and →carers constitute your risk persons.

## 6. What will we reimburse in the event of a vehicle breakdown or accident?

What happens if the vehicle you are using during your trip becomes unroadworthy during your trip due to a breakdown or accident and, as a result of this, you are unable to continue your trip as planned? In this case, we will reimburse:

- A) The costs of your unused →travel services.
- B) Additional travel costs up to € 500 per insured person.

#### What cover is there for delays during onward and return journeys?

- 7.1 What happens if there is a more than two-hour delay in the →public transport you wanted to use during your onward or return journey or if this is cancelled without a replacement and, as a result of this, you miss your transport connection? In this case, we will reimburse you for the additional costs of the onward or return journey up to € 500 per person. We will reimburse this based on the type and standard of the originally booked →public transport. In addition, we will also reimburse the costs for necessary and appropriate expenditure (food and accommodation) that you have provided evidence for. The maximum amount you will receive for this is € 100 per person.
- 7.2 The cover listed in section 7.1 will apply provided that the →public transport delay or cancellation was made known less than 24 hours prior to your onward or return journey.

## 8. Are additional costs for accommodation covered?

What happens if one of the insured events listed in section 4 has occurred and, as a result, you have had to interrupt or extend your trip? In this case, we will pay up to  $\in 1,000$  per person for additional accommodation costs that you have provided evidence for, with the exception of quarantine costs.

## 9. What is covered if you have to interrupt your tour?

If one of the insured events listed in section 4 has occurred and, as a result, you have had to interrupt your tour, we will reimburse you for:

- The →travel services that have remained unused during the interruption to your trip in accordance with section 2.1.
- The journey costs to reach the next scheduled stopover on the tour. You will receive from us the costs to reach the next stopover up to the value of the insured →travel services that have not yet begun at the time of your journey to reach the tour group.

## 10. What is covered in the event of fire or →natural events at the →holiday destination?

What happens if you are unable to complete your trip as planned due to fire or >natural events at your >holiday destination which mean it is not possible for you to return? In this case, we will reimburse you the additional costs for:

- A) The unscheduled return journey.
- B) The extended stay.

We will reimburse these costs based on the type and standard of your originally booked and insured >travel services.

#### 11. What is not insured?

We do not provide cover:

- 11.1 In the event of a psychological reaction
  - A) to acts of war, civil unrest, an act of terrorism or an aviation accident;
  - B) to the fear of acts of war, civil unrest or acts of terrorism.
- 11.2 In the event of addictive disorders.
- 11.3 In the event of illnesses or death resulting from →pandemics. However, the unexpected and serious illness from Covid-19 or a death due to Covid-19 is insured, even if Covid-19 has been declared as a →pandemic by the World Health Organisation (WHO).
- 11.4 For bounties for hunting trips.

## 12. What are your obligations after the occurrence of a claim event?

- 12.1 You must comply with the obligations stipulated in the General Provisions.
- 12.2 In order to be able to process the claim event, you or, in the event of your death, your legal successor must submit the following documents to us:
  - A) We will always require proof of insurance, booking documents, the completed claims form, proof of loss (for example the invoice for the cancellation costs) and evidence of travel agency fees.
  - B) In the event of illness, which is not a mental illness, injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses or joint implant loosening, we require a medical certificate with information regarding the diagnosis and treatment. We do not accept medical certificates issued by your spouse or partner or your parents or children. You must obtain these prior to curtailing the trip.
  - C) In the event of a mental illness, we require one of the following documents:
    - A certificate issued by a psychiatric specialist.Evidence of inpatient treatment.
  - D) In the event of theft or a traffic accident, we require a copy of the police report.
  - E) All other insured events must be proved by submitting the appropriate documents.

## 13. What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### 14. Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. Your own contribution amounts to 20% of the damage eligible to be reimbursed to you and a minimum of € 25 per person. This applies even if specific amounts have been defined as a maximum reimbursement.

#### 15. How high should the sum insured be?

The sum insured per insured trip must correspond to the full agreed price of the trip including any travel agency fees (value insured).

### C Medical Travel Insurance

#### 1. What is covered?

- 1.1 What happens if you become ill during your trip or have an accident? In this case, we will reimburse you the costs for:
  - Ã) Medical treatment →abroad.
  - B) Return transport of the patient and luggage.
  - C) Burial →abroad or repatriation.
- In the event of pregnancy, we will provide the cover set out in section 3.
- 1.3 What happens if you have a medical emergency during your trip? In this case, we will provide assistance via our 24-hour Emergency Hotline.
- 1.4 The conditions for cover for specific claim events can be found in the following sections.

## What costs do we reimburse for medical treatment →abroad?

- 2.1 Medical treatment costs and medication: the insurance covers →medically necessary treatment carried out or prescribed by a doctor. The medical treatment and medication must be recognised by conventional medicine.
- 2.2 Alternative therapies and medication are covered by the insurance if:
  - A) these have proved to be equally effective in practice;
  - B) no conventional methods or medication are available. These must be carried out or prescribed by an alternative medicine practitioner, chiropractor or osteopath.
- 2.3 We will reimburse the costs for:
  - A) In-patient treatment in the hospital.
  - B) Outpatient medical treatment.
  - C) Operations.
  - D) X-ray diagnosis.
  - E) Radiation, light or other physical treatments.
  - F) Remedies: massages, medicinal packs, inhalers and physiotherapy.
  - G) Medication and dressings.
  - H) Pain-relieving dental treatment including basic dental fillings.
  - I) Repair of existing dentures and existing dental prostheses.
  - J) Temporary dentures or temporary dental prostheses after an accident.
  - K) Pacemakers and prostheses provided these were not necessary prior to the trip and provided these are required to ensure you are able to be transported.
  - L) Aids such as walking frames or wheelchair rental, provided these were not necessary prior to the trip.
- 2.4 What happens if a medical treatment or other measure exceeds what is →medically necessary? In this case, we will reduce our cover to a reasonable amount. The costs and fees that are charged must not exceed what is considered customary and reasonable within the relevant country. Otherwise, we may reduce the reimbursement in accordance with the standard rates applicable in that country.
- 2.5 Telephone costs: we will reimburse the telephone costs for necessary calls to our Emergency Team.

## 3. What costs do we reimburse in the event of pregnancy →abroad?

- 3.1 We will reimburse the costs incurred →abroad for:A) Medical treatment of pregnancy complications.
  - B) Terminations for medical reasons.
  - C) Childbirths occurring up to and including the 36th week of pregnancy.
  - D) Medical treatment for your new-born child in the event of a premature birth occurring up to and including the 36th week of pregnancy.
  - E) Miscarriages occurring up to and including the 36th week of pregnancy.
- 3.2 What happens if you become pregnant during your trip? In this case, we will reimburse the costs incurred →abroad for:
  - A) A maximum of five medical check-ups.
  - B) Two ultrasound scans. We will reimburse the costs for additional scans if these are →medically necessary due to specific circumstances.
  - C) Medical treatment of pregnancy complications.
  - D) In-patient or outpatient delivery of the baby.
     We will reimburse the additional costs of a caesarean if this is →medically necessary.
  - E) Terminations for medical reasons.
  - F) Obstetricians and midwives.
  - G) Postnatal care for mothers and the new-born baby.

## 4. What help do we provide in the event of hospitalisation?

- 4.1 We will establish contact with the treating doctors in the hospital by means of a doctor appointed by us. If necessary, we may also involve your GP. We will ensure that information is transferred between the doctors involved. If you wish, we will also inform your →relatives.
- also inform your →relatives.

  4.2 What happens if it is likely that you will be in hospital for longer than five days? In this case, we will organise, if you wish, for a person close to you to travel to the place where you are being treated in hospital and back to his/her place of residence. We will pay the costs of the outward and return journey.
- We will provide the hospital in which you are being treated with a cost coverage guarantee for medically necessary medical treatment. We will

settle the hospital charges. If the costs are not covered by the insurance, any costs borne by us must be paid back to us within one month after the invoice has been issued.

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

- 5.1 We will organise your return transport with medically suitable means of transport if this is medically responsible and justifiable. We will pay the costs for this. We will bring you to your place of residence or to the nearest medically suitable hospital. In addition, we will also pay the costs for one accompanying person travelling with you. This will be covered by the insurance provided that this person, at the time of return transport, is also insured by an ERV Medical Travel Insurance policy.
- 5.2 If return transport has been organised for you, we will also return your luggage to your place of residence.
- 5.3 We will reimburse the costs for your →medically necessary transportation to a medically suitable hospital →abroad and back to your accommodation in the event of:
  - A) In-patient treatment.
  - B) Initial outpatient treatment.
- 5.4 We will organise and pay the costs for transfer from the initial care facility to a medically suitable hospital →abroad if this is necessary.

#### 6. What happens if you become unable to travel at the end of your trip?

In this case, we will pay the costs for treatment →abroad until you are able to be moved.

#### 7. When do we pay hospital daily benefits?

What happens if you do not want to receive reimbursement for in-patient medical treatment costs? In this case, you will receive hospital daily benefits for an amount of € 50 per day instead. We will pay this amount for up to 30 days from the start of in-patient treatment. You must inform us of your choice at the beginning of the treatment.

#### 8. What happens if a minor has to receive inpatient treatment?

What happens if a minor child travelling with you has to receive in-patient treatment? In this case, we will reimburse the costs for the accommodation of one person to accompany the child during his/her stay at the hospital.

#### 9. Care

What happens if you are no longer able to care for minors or persons requiring care during your trip as a result of illness, injury resulting from an accident or death? In this case, we will:

- A) reimburse you the costs for emergency care;
- B) organise the return journey for the minors or persons requiring care. We will pay the additional costs for the return journey. Alternatively, we will organise for a person close to you to travel to the place where you are currently staying and back to his/her place of residence. We will pay the costs of the outward and return journey.

#### 10. Is home leave during your trip covered?

- 10.1 What happens if your trip is planned for at least six months and you have to temporarily interrupt your trip due to home leave for a total of up to 30 days? In this case, you will be insured during this time within the scope of the insurance cover taken out with us. The cover will apply provided:
  - A) your habitual residence at the time of your home leave is in Germany or another EU/EEA country;
  - B) in this country, your health insurance is suspended at the time of your home leave.
- 10.2 If, within thirty days after the interruption of your trip, you do not depart again, the insurance cover will end at the latest 30 days after you re-entered the home country. What happens if you are unable to leave because you are ill or have had an accident? In this case, the insurance cover will be extended in the home country until it is possible for you to leave again.

## 11. What happens if you want to receive advice regarding medical care or medication?

11.1 What happens if you have questions regarding medical care abroad prior to or during your trip? We will inform you about the options available for medical care. If possible, we will refer you to a German or English-speaking doctor.

- 11.2 During your trip →abroad, we will advise you on: A) Medication which will be necessary during your
  - trip.
  - B) Substitute medication if you lose the medication you require during the trip.

#### 12. What will we reimburse in the event of death?

- 12.1 If your →relatives request, 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 of this.
- 12.2 Alternatively, we will organise the burial →abroad. We will pay the burial costs up to the amount of the repatriation costs.
- 12.3 We will return your luggage to your last place of residence prior to the →start of the trip.

## 13. What happens if you would like to receive psychological help?

What happens if you find yourself in an emergency and require psychological support? In this case, we will provide initial telephone counselling.

# **14.** Are search, rescue and recovery costs covered? We will reimburse search, rescue and recovery costs up to € 10,000. These must be incurred as a result of illness, an accident or death.

# **15.** What cover do we provide for domestic travel? If you are travelling within the country in which your habitual residence is based, we will provide the following cover:

- A) Psychological support in accordance with section 13
- B) Reimbursement of costs for an accompanying person in accordance with sections 5.1 and 8.
- Patient repatriation and luggage return transport in accordance with sections 5.1, 5.2 and 12.3.
- D) Repatriation in the event of death in accordance with section 12.1.
- E) Assistance during hospital stays in accordance with sections 4.1 and 4.2.
- F) Assistance if accompanying children or persons requiring care can no longer be looked after in accordance with section 9.
- G) Search, rescue and recovery costs in accordance with section 14.

## 16. What do we reimburse for single-trip insurance policies during transfer stops in Germany?

What happens if your habitual residence is not based in Germany and you are only staying in Germany for up to 48 hours before continuing your trip? In this case, we will reimburse:

- A) Medical treatment costs in accordance with section 2.
- B) Pregnancy costs in accordance with section
- C) Costs of return transport and luggage return in accordance with sections 5.1, 5.2 and 12.3.
  D) Costs of repatriation in the event of death in
- accordance with section 12.1.

# What is not insured? The following are not covered by the insurance: A) Medical treatment which was a reason for going on the trip.

- B) Medical treatment which you were aware, prior to the start of the trip, would have to be carried out during the trip, for example dialysis. However, your insurance cover will apply if you had to undertake the trip due to the death of your spouse, civil partner or an immediate relative.
- C) The purchase and repair of visual and hearing aids.
- D) Illnesses and injuries which occur as a result of a deliberate act and the consequences thereof.
- E) The treatment of alcoholism, drug-related diseases and other addictions including withdrawal and rehabilitation treatments.
- F) Care needs and custody.
- G) Psychoanalytical and psychotherapeutic treatment and hypnosis.
- H) Treatments carried out by spouses or civil partners, parents or children. The material costs that you provide evidence of will be reimbursed in accordance with the tariff.

## 18. What are your obligations after the occurrence of a claim event?

- 18.1 You must comply with the obligations stipulated in the General Provisions.
- 18.2 You or, in the event of your death, your legal successor must →immediately contact our Emergency Team:

- A) Prior to the start of in-patient treatment.
- B) Prior to carrying out patient repatriation.
- C) Prior to a burial →abroad or repatriation in the event of death.
- D) In the event that children travelling with you or persons requiring care can no longer be looked after.
- 18.3 If requested by us, you must provide the original invoices or copies accompanied by proof of reimbursement issued by another provider.

## 19. What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### 20. Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. Your own contribution amounts to  $\in$  100 of the damage that is eligible to be reimbursed to you. This applies even if specific amounts have been defined as a maximum reimbursement.

## 21. What happens in the event of claims against other insurance companies?

What happens if you lose your premium refund from another insurance policy because this insurance company contributed to the reimbursement in our favour? In this case, we will either waive the cost-sharing or compensate this loss.

### D Luggage Insurance

#### 1. What is covered?

Your luggage is covered by the insurance. Luggage includes:

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

#### 2. When does this insurance cover apply?

- 2.1 We will pay compensation to you if your accompanied luggage is lost or damaged during the trip due to:
  - A) Criminal action by a third party.
  - B) An 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. This cover will apply provided the luggage is in the custody of: A) A transport company.
  - B) A company providing accommodation.
  - C) A luggage deposit.

#### 3. How much compensation will we pay?

In the event of a claim event, we will reimburse you up to the amount of the sum assured:

- A) For articles that have been lost and destroyed: the →current value.
- B) For damaged articles: the necessary repair costs and, if applicable, an amount for the remaining loss of value. You will receive up to the amount of the →current value.
- C) For films, video, audio or data media: the material value.
- D) For official identity documents and visas: the official fees to obtain new documents.

#### 4. What is covered if your luggage is delayed?

- 4.1 What happens if there is a delay in the transport of luggage you have checked in and this luggage arrives at the destination at least 12 hours after you have arrived? In this case, we will reimburse your expenses for replacement purchases up to € 250 per person.
- 4.2 What happens if you have booked a cruise and your luggage arrives late meaning you are unable to take it on board? In this case, we will reimburse your expenses for replacement purchases up to € 250 per person. You will receive this cover in addition to the cover referred to in section 4.1.

4.3 The insurance covers replacement purchases that are necessary to continue the trip.

## 5. What help do we provide in the event of loss of travel funds?

- 5.1 In the event of a financial emergency during your trip, we will contact your bank. This cover will apply provided your travel funds have been stolen, robbed or have been otherwise lost.
  - A) If necessary, we will help to transfer the amount provided by your bank.
  - B) If we are unable to reach your bank within 24 hours, we will provide you with a loan of up to € 500. You must pay back the amount within one month after payment.
- 5.2 If you have lost your credit card, EC card or SIM card, we will help you to freeze the cards. We are not liable for:
  - A) The proper procedure with regard to freezing the cards.
  - B) Any financial losses incurred despite freezing the cards.
- 5.3 If you lose your travel documents, we will help you to obtain replacements.

#### 6. What is not covered or only with restrictions?

- The following are not covered by the insurance:
   A) Damage or loss due to items that are forgotten, left behind, abandoned, lost.
  - B) Glasses, contact lenses, hearing aids and prostheses.
  - C) Money, security papers, tickets and other documents of any kind with the exception of official identity documents and visas.
  - D) Consequential pecuniary loss.
  - E) →Sports equipment including accessories, in so far as they are being used for their intended purpose.
  - F) Damage or loss arising from deliberately causing the claim event. If you have caused the claim event due to gross negligence, we may reduce the cover provided by us in proportion to the severity of your fault.
- 6.2 The following are partially covered by the insurance:
  - A) Video and photographic equipment, mobile phones, smartphones, drones, IT equipment and software including accessories: these are insured as accompanied luggage up to a total of 50 % of the sum assured. If these have been checked in as luggage, they will not be covered by the insurance.
  - B) Jewellery and valuables: these are only insured if they are locked in a fixed, closed container (such as a safe) or if they are carried around safely under the person's supervision. We will pay compensation of up to 50 % of the sum assured.
  - C) Presents and souvenirs are covered by the insurance up to a total of 10  $\!\%$  of the sum assured.
- 6.3 Insurance cover for loss or damage to luggage while camping will only apply when camping at official campsites.
- 6.4 Luggage stored in a parked motor vehicle during the trip is covered by the insurance. This cover will apply provided:
  - A) the luggage is stolen from the locked motor vehicle which also includes locked luggage boxes that have been attached to it; and
  - B) the loss or damage occurs between 6 a.m. and 10 p.m. Breaks during the trip that do not last more than two hours are covered by the insurance at all times.

## 7. What are your obligations after the occurrence of a claim event?

- 7.1 You must comply with the obligations stipulated in the General Provisions.
- 7.2 You must submit to us proof of insurance and the booking documents for the trip.
- 7.3 You must report damage or loss caused by criminal action to the local and responsible police station → immediately. If this is not possible, you must report it to the next available police station. A list containing all your lost articles must be attached to the report. Ensure this has been confirmed by the police. You will be required to send us confirmation that you have reported this loss.
- 7.4 You must report any damage to luggage that you checked in → immediately to one of the following companies:
  - A) The transport company.
  - B) The company providing accommodation.
  - C) The luggage deposit.

- You must report any damage that is not apparent from the outside in writing as soon as you become aware of this. You must complete this within the respective deadline for complaints and no later than seven days after delivery of the luggage. You must provide us with the appropriate written confirmation regarding this.
- 7.5 You must obtain confirmation from the travel company that your luggage arrived late. You must submit this written confirmation to us. You must provide evidence of any replacement purchases by submitting the invoices or receipts to us.

## 8. What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### 9. Do you have to bear an excess?

What happens if you have taken out a tariff with an excess? In this case, you will bear a part of the damage yourself. Your own contribution amounts to  $\in$  100 per claim event. This applies even if specific amounts have been defined as a maximum reimbursement.

#### E Travel Accident Insurance

#### What is covered?

- 1.1 If you have an accident during a trip which results in your death or long-term disability, we will support you or your legal successors with the agreed assistance and financial cover.
- 1.2 An accident is deemed to have occurred if you suffer involuntary damage to your health as a result of a sudden, external event that impacts on your body.
- 1.3 An accident is also deemed to have occurred if through increased exertion:
  - A) one of your joints becomes dislocated;
  - B) your muscles, tendons, ligaments or joint capsules are pulled or torn.
- 1.4 Similarly, the following cases also constitute accidents:
  - A) If you suffer sudden damage to your health during the course of legitimate defence or in an effort to rescue human life, animals or property.
  - B) Health issues typical to diving.
  - C) Infections caused by tick bites.
  - D) Rabies.
  - E) Tetanus.

#### When and to what extent do we provide cover if an accident has resulted in permanent disahility?

2.1 What constitutes disability?

Disability is when your physical or mental performance has been permanently impaired due to an accident. An impairment is deemed permanent if it is likely to continue for over three years. Moreover, a change in the condition is not to be expected.

2.2 Your disability must, within 15 months from the accident:

A) Appear.

- B) Be determined in writing by a doctor and brought to our attention.
- How do we assess the extent of a disability?
  - A) If you lose your sensory organs or body parts or if these become entirely inoperative, the following degrees of disability will apply:

Arm	/0%
Arm up to above the elbow joint	65 %
Arm below the elbow joint	60 %
Hand	55 %
Thumb	20 %
Index finger	10 %
Other finger	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	
Sense of smell	
Sense of taste	5 %
Voice	50 %
Kidney	20 %
Spleen	

- B) What is the procedure if you have partially lost your sensory organs or body parts or if these become partially inoperative? In this case, the corresponding portion of the percentages referred to under 2.3 A will apply.
- C) What is the procedure for body parts and sensory organs that are not listed under 2.3 A? In this case, the degree of disability will be determined according to the extent to which your normal physical or mental performance has been impaired. For this, we will exclusively use medical principles.
- D) What is the procedure if the affected body parts or sensory organs had already been permanently impaired prior to your accident? In this case, we will reduce the degree of disability by the prior degree of disability. We will determine this according to the above principles.
- E) If more than one sensory organ or body part has been permanently affected by the accident, these will be calculated together up to a degree of disability of 100%.

#### When can you claim payment under the disability cover?

- If your recovery treatment has not yet been completed, you may claim payment on the basis of disability, at the earliest, one year after the accident.
- You must send us all the documentation we require in order to determine the degree of disability. We will then explain, within three months, whether and for what amount your claim has been successful.
- If you die within one year of the accident due to the accident, it is not possible to claim under the disability cover. Instead, the claim must be made under the cover for death.
- If you die within one year of the accident due to other reasons, your successors will be able to make a claim under the disability cover. The degree of disability will be determined according to the most recent medical report. This will also apply if death occurs more than one year after, irrespective of the cause of death.
- If your claim is successful, we will pay the capital sum within two weeks. In the event of total disability, we will pay the full sum assured. In the event of partial disability, we will pay the corresponding portion of the sum assured.

#### What will we cover if, within one year, the accident results in your death?

In this case, we will pay the agreed sum assured to your successors or beneficiaries.

#### When can your successors or beneficiaries claim payment under the cover for death?

- Once we have received all the documents which we require as evidence relating to the claim event, we will then explain, within one month, whether and for what amount the claim has been success-
- 5.2 If we accept the claim, payment will be made →immediately.

#### Can the degree of disability be re-assessed?

- Both you and us may have the degree of disability re-assessed each year. This applies for a maximum of three years after the accident.
- You must do this, within one month from our explanation concerning our obligation to provide cover under section 3.2.
- We must exercise this right by means of our explanation referred to in section 3.2. What happens if the final disability reassessment
- determines a higher degree of disability than previously? In this case, we will pay interest on the additional amount at 5% per annum.

#### What is not insured?

- The following are not covered by the insurance: A) Accidents caused by mental disorders, disorders of consciousness, strokes or seizures.
  - B) Accidents caused by drunkenness with a blood alcohol level of at least 1.1 per mille or by consumption of narcotics.
  - C) Accidents as a pilot of a plane.

- D) Accidents as a driver, front seat passenger or passenger of a motor vehicle during driving events, the purpose of which is to reach high speeds. The associated test drives are also excluded from the insurance cover.
- E) Accidents that occur whilst practising →extreme sports, during the preparation for or participation in boxing and wrestling matches, combat sport competitions of any kind, horseracing and cycling races.
- F) Accidents that you experience whilst deliberately committing a crime or attempting to commit
- G) Accidents that result from attempted suicide and the consequences thereof.
- Damage to health will not be covered by the insurance if it results from:
  - A) Medical treatments.
  - B) Body surgery.
  - C) Radiation.
  - However, the insurance cover will apply if the damage to health is caused by an accident.
- Damage to health as a result of infections will not be covered by the insurance except if the pathogens enter your body as a result of an accident. However, infections whereby the pathogens entered your body through minor skin/mucous membrane injuries or insect bites/stings remain excluded from the insurance cover. Nevertheless, infections caused by tick bites, rabies and tetanus remain covered by the insurance.

#### What obligations do you have in the event of a 8. claim event?

- You must comply with the obligations stipulated in 8.1 the General Provisions.
- You must inform us of the accident →immediately and allow a doctor appointed by us to examine you. We will pay the costs of this.
  You must authorise the doctors who have treated
- or examined you to share with us all the necessary information. This also applies to other insurers, insurance providers and authorities.

#### What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

## F Personal Liability Insurance for Travel

#### What is covered?

- We will protect you from the consequences of liability risks during the trip. If a claim is made against you by a third party for personal injury or property damage, we will check whether and to what extent you are liable to pay damages on the basis of statutory liability provisions under private law. The claim event is the damage event that directly
- led to the damage to the third party. The time at which the damage that led to the damage event was caused is irrelevant.
- The insurance provides cover for your statutory liability under private law as a private person arising from everyday hazards. This cover will only apply provided that none of the exclusions under section 2 apply.
- If our assessment reveals that the claims brought against you are unjustified, we will contest them.
- If we establish that you are obliged to pay damages with a binding effect for us, then we will indemnify you against any justified claims. We will settle such claims →immediately.
- An obligation to pay damages is justified if your obligation is established by law, final judgement, acknowledgement or settlement regarding compensation. If you provide an acknowledgement without our agreement, we will only be bound if the claim would have otherwise existed had you not provided acknowledgement. The same applies for settlements that you reach without our agree-

- For each claim event, the compensation we will provide is limited to the agreed sum assured. This also applies if the insurance protection extends to more than one person liable to pay compensation. In the event of more than one damage event, these will constitute one claim event if they result from the same cause.
- We are authorised to submit any statements in your name that seem reasonable to us for the purposes of settling the claim or defending against the claim for damages. If a claim event involves a lawsuit regarding the claim for damages, we will carry out this lawsuit in your name at our own cost. We will not charge our expenses for these costs to the sum assured.
- What happens if the justified claim for damages exceeds the sum assured? In this case, we will bear the costs of the lawsuits relative to the proportion of the sum assured to the total amount of the claims

#### What is not insured?

We do not provide cover for:

- Damage or loss which you or a co-insured person 2.1 deliberately and unlawfully cause.
- Risks which are directly related to criminal action that you deliberately and unlawfully commit.
- Damage or loss to your own person or property (socalled first party loss).
- Damage or loss which you cause to a co-insured person.
- Damage or loss which you cause to a →relative. Entitlements to salary, pensions, wages or other fixed emoluments, subsistence, medical treatment in the event of disability at work and welfare claims
- Claims brought against you due to your official function or professional activities, your office or 2.7 your honorary position.
- Damage or loss which results from your dangerous occupation.
- Damage or loss caused by the use of a motor vehicle, aircraft or motorised watercraft. This exclusion applies irrespective of whether you are the proprietor, owner, holder or driver of the vehicle.
- 2.10 In derogation of § 103 of the VVG (German Insurance Contract Act), damage or loss which you cause by transmitting diseases through gross neg-
- 2.11 Damage or loss resulting from the keeping or herding of animals.
- Claims arising 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 articles you have hired, rented, leased or borrowed. Damage to rented accommodation is covered by the insurance. In addition, damage to movable furnishings in hotels, holiday apartments, holiday homes, ship cabins and similar accommodation. Damage or loss arising from lost keys for the aforementioned accommodation is also covered by the insurance. In this case, we will pay for locks to be changed up to the amount of € 5,000. Consequential damage relating to the loss of keys is excluded from the insurance cover.
- 2.15 Claims due to financial losses that are brought against you on the basis of advice or suggestions of any kind.
- 2.16 Damage or loss caused by you as a hunter.
- 2.17 Damage or loss related to any →extreme sports you are practising.
- 2.18 Damage or loss arising from your participation in horseracing, cycle races or motor vehicle races or division are accessed. during your preparation therefor.
- 2.19 Claims related to your preparation for or participation in boxing or wrestling matches or the practise of combat sports.

## What are your obligations after the occurrence of a claim event? You must comply with the obligations stipulated in

- the General Provisions.
- You must inform us about a claim event within one week of becoming aware thereof.
- 3.3 You must:
  - A) Object to or mitigate the damage or loss if possible. When doing so, you must follow our instructions in so far as this is reasonable for you.
  - B) Submit to us a comprehensive and truthful report of damage or loss and support us in our ascertainment of loss and claims settlement.
  - C) Inform us of all the circumstances which are, in our opinion, important for processing the claim. You must send to us all documentation requested for this purpose.

- 3.4 In addition, notify us → immediately if a third party has brought a liability claim against you. This also applies if proceedings have been initiated by a public prosecutor or the court. Or a default summons is issued against you or a third-party notice is served by the court.
- 3.5 If you receive a default summons from a person claiming compensation for a claim, you must contest this in due time and in due form. In the event of an order from administrative authorities, you must also submit an appeal in due time and in due form. You should not wait for our instructions on this
- 3.6 If a third party brings legal action against you, you must allow us to carry out the proceedings.

#### What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue if you prove that the breach of obligation caused neither the occurrence nor the detection of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

### 5. Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. In the event of damage to property, your contribution amounts to  $\in 150$  per claim event. This applies even if specific amounts have been defined as a maximum reimbursement.

#### G Incoming Medical Insurance for Visitors from Abroad

#### What is covered?

- 1.1 As a visitor from →abroad, you benefit from insurance cover during your temporary stay in the →host countries.
- 1.2 What happens if you become ill during your stay or have an accident? In this case, we will reimburse you the costs for:
  - A) Medical treatment in the →host country.
  - B) Return transport of the patient and luggage.
  - C) Burial in the →host country or repatriation.
- 1.3 In the event of pregnancy, we will provide the cover set out in section 2.2 F) to J).
- 1.4 What happens if you have a medical emergency during your stay? In this case, we will provide assistance via our 24-hour Emergency Hotline.
- 1.5 The conditions for cover for specific claim events can be found in the following sections.

#### What costs will we reimburse for medical treatment in the →host country?

- 2.1 Medical treatment costs and medication: the insurance covers → medically necessary treatment carried out or prescribed by a doctor. The medical treatment and medication must be recognised by conventional medicine. Alternative treatments are covered by the insurance if no conventional methods or medication are available.
- .2 We will reimburse the costs for:
  - A) In-patient treatment in the hospital.
  - B) Outpatient medical treatment.
  - C) Operations.
  - D) X-ray diagnosis.
  - E) Medication, therapy and dressings.
  - F) Medical treatment for pregnancy complications.
  - G) Terminations for medical reasons.
  - H) Childbirths occurring up to and including the 36th week of pregnancy.
  - Miscarriages occurring up to and including in the 36th week of pregnancy.
  - J) In the event of a premature birth occurring up to and including the 36th week of pregnancy, the costs for the medical treatment of your new-born child.
  - K) Pain-relieving dental treatment including basic dental fillings.
  - L) Repair of existing dentures and existing dental prostheses.
  - M) Temporary dentures or temporary dental prostheses after an accident.

- N) Pacemakers and prostheses provided these were not necessary prior to the stay and provided these are required to ensure you are able to be transported.
- O) Aids such as walking frames or wheelchair rental, provided these were not necessary prior to the stay.
- 2.3 What happens if a medical treatment or other measure exceeds what is →medically necessary? In this case, we will reduce our cover to a reasonable amount. The costs and fees that are charged must not exceed what is considered customary and reasonable within the relevant country. Otherwise, we may reduce the reimbursement in accordance with the standard rates applicable in that country.
- 2.4 Telephone costs: what happens if you need to contact our Emergency Team? In this case, we will reimburse the telephone costs up to € 25 per claim event.
- 2.5 We will reimburse costs for treatment in Germany up to the amount of the rate provided for in the German Medical Fee Schedule for Doctors (GOÄ) or Dentists (GOZ). Please note that we do not recognise fee agreements.

## 3. What happens if you would like to receive psychological help?

If you are in an emergency and require psychological support, we will provide initial telephone counselling.

#### 4. When do we pay hospital daily benefits?

What happens if you do not want to receive reimbursement for in-patient medical treatment costs? In this case, you will receive hospital daily benefits for an amount of € 50 per day instead. We will pay this amount for up to 30 days from the start of in-patient treatment. You must inform us of your choice at the start of the treatment.

## What happens if a minor has to receive in-patient treatment?

What happens if a minor child travelling with you has to receive in-patient treatment? In this case, we will reimburse the costs for the accommodation of one person to accompany the child during his/her stay at the hospital.

#### 6. What happens if you become unable to travel at the end of your trip?

In this case, we will pay the costs for treatment until you are able to be moved.

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

- 7.1 We will organise and pay the costs for your medically responsible and justifiable repatriation from the →host country with medically suitable means of transport. We will bring you to your place of residence in your home country or the nearest suitable hospital.
- 7.2 If a return transport has been organised for you, we will also return your luggage from the →host country to your place of residence in your home country.
- 7.3 We will reimburse the costs for your → medically necessary ambulance service to a suitable hospital in the →host country:
  - A) For in-patient stays.
  - B) For initial outpatient treatment.

#### 8. What will we reimburse in the event of death?

- 8.1 If your →relatives request, 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 of this.
- 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 return your luggage to your last place of residence in your home country prior to the →start of the trip

## 9. What happens if you want to receive advice regarding medical care or medication?

- 9.1 What happens if you have questions regarding medical care in the →host country prior to or during your stay? We will inform you about the options available for medical care. If possible, we will refer you to an English-speaking doctor.
- 9.2 We will provide advice regarding:
  - A) Medication which will be necessary during your stay.
  - B) Substitute medication if you lose the medication you require during the stay.

## 10. What help do we provide in the event of hospitalisation in the →host country?

- 10.1 We will establish contact with the treating doctors in the hospital by means of a doctor appointed by us. If necessary, we may also involve your GP. We will ensure that information is transferred between the doctors involved. If you wish, we will also inform your →relatives.
- 10.2 What happens if it is likely that you will be in hospital for longer than five days? In this case, we will organise, if you wish, for a person close to you to travel to the place where you are being treated in hospital and back to his/her place of residence. We will pay the costs of the outward and return journey.
- 10.3 We will provide the hospital in which you are being treated with a cost coverage guarantee for medically necessary medical treatment. We will settle the hospital charges. If the costs are not covered by the insurance, any costs borne by us must be paid back to us within one month after the invoice has been issued.

#### 11. What happens in the event that children travelling with you or persons requiring care can no longer be looked after?

What happens if you are no longer able to care for minors or persons requiring care during your stay as a result of illness, injury resulting from an accident or death? In this case, we will organise the return journey for the minors or persons requiring care from the →host country to the place of residence in the home country and we will pay the additional costs for the return journey. Alternatively, we will organise for a person close to you to travel to the place where you are currently staying and back to his/her place of residence. We will pay the costs of the outward and return journey.

# 12. Are search, rescue and recovery costs covered? We will reimburse search, rescue and recovery costs up to € 10,000. These must be incurred as a result of illness, an accident or death.

#### 13. What is not insured?

The following are not covered by the insurance: A) Medical treatment which was a reason for the stay in the →host country.

- B) Medical treatment which you were aware, prior to the start of the stay in the →host country, would have to be carried out during the trip, for example dialysis. However, your insurance cover will apply if you had to undertake the trip due to the death of your spouse, civil partner or an immediate relative.
- C) Medical treatment that already existed and of which you were aware of at the beginning of the stay in the →host countries.
- D) The purchase and repair of visual and hearing aids.
- E) Illnesses and injury which occur as a result of a deliberate act and the consequences thereof.
- F) The treatment of alcoholism, drug-related diseases and other addictions including withdrawal and rehabilitation treatments.
- G) Spa, sanatorium and wellness treatments, acupuncture, fango and massages.
- H) Care needs and custody.
- I) Psychoanalytical and psychotherapeutic treatment and hypnosis.
- J) Options such as a private room or treatment by a chief physician.
- K) Treatments carried out by spouses or civil partners, parents or children. The material costs that you provide evidence of will be reimbursed in accordance with the tariff.
- Treatment necessary due to attempted suicide and the consequences thereof. Similarly, patient repatriation or repatriation following suicide.
- M) Pregnancy medical check-ups.
- N) Treatment for pregnancy complications after the end of the 36th week of pregnancy.
- O) Terminations for medical reasons after the end of the 36th week of pregnancy.
- P) Childbirths and the consequences thereof occurring after the 36th week of pregnancy.
- Q) Terminations for non-medical reasons.

## 14. What are your obligations after the occurrence of a claim event?

- 14.1 You must comply with the obligations stipulated in the General Provisions.
- 14.2 You or, in the event of your death, your legal successor must →immediately contact our Emergency Team:

- A) Prior to the start of in-patient treatment.
- B) Prior to carrying out the return transport of the patient.
- C) Prior to a burial in the →host country or repatriation in the event of death.
- 14.3 If requested by us, you must provide the original invoices or copies accompanied by proof of reimbursement issued by another provider.

## 15. What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### 16. Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. Your own contribution amounts to € 100 of the damage that is eligible to be reimbursed to you. This applies even if specific amounts have been defined as a maximum reimbursement.

#### H Travel Cancellation Insurance for School Trips

#### 1. What is covered?

- 1.1 The cover described in Part A and Part B of the Special Sections will be provided by the insurance.
- 1.2 Teacher absence risk.
- 1.3 Additional costs for an accompanying person.

## What will we reimburse under teacher absence risk cover?

We will reimburse to you the contractually owed cancellation costs if the entire trip must be cancelled. This cover will apply provided that one of the accompanying persons is unable to attend the trip due to one of the insured events described in section 4 of Part A and, as a result, the number of accompanying persons is less than the required minimum

## 3. Will we pay the additional costs for an accompanying person?

What happens if a minor pupil is unable to complete the trip as planned due to the occurrence of one of the insured events described in section 4 of Part B? In this case, we will reimburse the costs for the extended stay and unscheduled return journey for an accompanying person travelling with the group who will take on the care of the minor pupil.

#### 4. Risk persons

- 4.1 Risk persons are the persons named in sections 5.1 and 5.2 of Part A and Part B.
- 4.2 If a pupil is travelling with a school attendant, then the pupil and the school attendant will always be risk persons in respect of each other.

#### 5. What obligations do you have?

- 5.1 You must comply with the obligations stipulated in the General Provisions.
- 5.2 You must comply with the obligations described in Part A and Part B.
- 5.3 In the event of a teacher absence risk, we will require confirmation from the school that, due to the absence of an accompanying person, the number of accompanying persons is less than the required minimum.
- 5.4 For the additional costs for an accompanying person travelling with a pupil, we will require evidence of the additional costs for the extended stay and the unscheduled return journey.

## 6. What are the consequences of a breach of obliquations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### N Medical Return Transport Insurance

#### 1. What is covered?

- 1.1 What happens if you become ill during your trip or have an accident? In this case, we will reimburse you the costs for:
  - A) Return transport of the patient and luggage.
    B) Repatriation in the event of death.
  - C) Search, rescue and recovery costs.
- 1.2 Our Emergency Team will organise the return transport for the patient and the luggage or the repatriation in the event of death. The Emergency Hotline is available for you to use 24/7.
- 1.3 The conditions for cover for specific claim events can be found in the following sections.

## What will we reimburse in the event of return transport?

- 2.1 We will organise your medical repatriation with medically suitable means of transport if this is medically responsible and justifiable. We will pay the costs for this. We will bring you to your place of residence or to the nearest suitable hospital.
- 2.2 If patient repatriation has been organised for you, we will also return your luggage to your place of residence.

#### . What will we reimburse in the event of death?

- 3.1 If your → relatives request, 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 of this.
- 3.2 We will return your luggage to your last place of residence prior to the →start of the trip.
- 4. Are search, rescue and recovery costs covered? We will reimburse search, rescue and recovery costs up to € 10,000. These must be incurred as a result of illness, an accident or death.

## 5. What are your obligations after the occurrence of a claim event?

- 5.1 You must comply with the obligations stipulated in the General Provisions.
- 5.2 You or, in the event of your death, your legal successor must →immediately contact our Emergency Team:
  - A) Prior to carrying out patient repatriation.B) Prior to repatriation in the event of death.
- 5.3 You must provide evidence to us of any search, rescue and recovery costs.

## 6. What are the consequences of a breach of obligations?

We are not obliged to provide cover if you intentionally breach one of the aforementioned obligations. In the event of gross negligence, we may reduce the cover we provide in accordance with the severity of the fault. This does not apply if you can prove to us that you did not breach the obligation through gross negligence. Your insurance cover will continue to apply if you prove that the breach of obligation caused neither the occurrence nor the determination of the claim event and that it was responsible neither for the determination nor the extent of the cover. However, if you fraudulently breach an obligation, we will be under no obligation whatsoever to provide any cover.

#### 7. Do you have to bear an excess?

If you have selected a tariff with an excess, you will bear a part of the loss yourself. Your own contribution amounts to  $\in$  100 of the damage that is eligible to be reimbursed to you. This applies even if specific amounts have been defined as a maximum reimbursement.