

Insurance terms and conditions for travel insurances of foreign guests with visa with HanseMerkur Reiseversicherung AG

(short name: VB-AGV 04)

A: General part*valid for all insurances specified in part B***§ 1 - Object, extent and scope of the insurance cover**

- HanseMerkur offers insured persons, who are only staying temporarily in the Federal Republic of Germany, the countries of the European Union and Switzerland or Liechtenstein as part of a trip with a visa, insurance cover within the framework of these provisions, whereby the benefits in the travel medical insurance are limited to Euro 50,000.-.
- No insurance cover exists if the insured event occurs in the native country of the insured person. Native country within the meaning of these contractual provisions is the country in which the insured person has his/her permanent domicile and/or of which the insured person is a citizen.
- The scope of the insurance cover may be derived from the insurance policy, possible separate written agreements, these general insurance terms and conditions and the statutory regulations of the Federal Republic of Germany.

§ 2 - Persons who are capable of being insured

- Capable of insurance are persons until they have attained the age of 74, insofar as they:
 - have foreign citizenship and are only staying temporarily in the Federal Republic of Germany, the countries of the European Union or Switzerland and Liechtenstein;
 - have German citizenship and have had their permanent domicile overseas for more than 2 years. Not deemed as overseas is the territory of the Federal Republic of Germany.
- Not capable of insurance and not insured despite payment of the premium are persons who:
 - are permanently in need of care and the mentally ill;
 - perform an activity against payment as construction workers or sportsmen and women;
 Deemed as requiring care is a person who mainly needs external assistance in their daily life.

§ 3 - Begin of the insurance cover

- The insurance cover shall begin on the date stated in the insurance policy (begin of insurance), however not before entry into the Federal Republic Germany, the countries of the European Union and Switzerland or Liechtenstein, not before receipt of the insurance application at the insurance company and not before payment of the premium. No payments will be made for insured events, and in the travel medical insurance also for complaints, and their consequences, which occurred or exist before begin of the insurance cover.
- Insofar as insurance cover was chosen for a period of time up to 90 days within one year, insurance cover shall exist for all temporary trips, which the insured person begins after conclusion of the insurance policy within one year from begin of the contract, up to a total travel duration of 90 days per annum.
- The insurance policy will not materialize, even through acceptance of the premium, for persons who do not satisfy the prerequisite for capability of insurance acc. § 2, Subclause 1 of these terms and conditions. If the premium is nevertheless paid for a person who is not capable of insurance the amount will be available to the sender - by deduction of the costs of the insurance company.

§ 4 - Conclusion and duration of the insurance policy

- The application for conclusion of an insurance policy is to be filed within 31 days after entry into the Federal Republic of Germany, the countries of the European Union, and Switzerland or Liechtenstein. Proof is to be provided of the date of entry upon request. The conclusion of an insurance policy is not possible after expiry of the deadline of one month.
- If the insurance is applied for on the applicable form envisaged for this purpose by the insurance company and if the premium is paid through a post office or a credit institute, then insofar as the properly completed form is received at HanseMerkur, the contract is deemed as concluded on the date of payment or transfer of the premium already (date of the postal office or the credit institute on the receipt section are decisive). The form shall only be deemed as properly completed if it contains clear and full details of the begin and duration of the insurance policy and the persons to be insured. Deemed as insurance policy is the receipt voucher of the payment form. Deemed as insurance policy holder is the applicant or the payer named in the payment form.
- The insurance policy must be concluded with one insurance for a single trip for the whole duration of the stay.
- The maximum term of insurance is one year.
- In case the stay is extended within the maximum term of insurance, the originally agreed term of contract can only be extended if the application for extension was submitted to HanseMerkur before expiry of the original insurance policy and HanseMerkur approved the application for extension. The acceptance of the premium with payment according to § 4 Par. 2 of these provisions is not deemed as approval for an application for extension.
In case the policy is extended insurance cover shall only exist for the insured events, and in the travel medical insurance also only for the complaints and their consequences, which occurred new after the extension was applied for (date and time of the postal stamp). Insured events incl. complaints with reference to the travel medical insurance, which occur after the extension was applied for and before approval of the insurance company, are to be reported to HanseMerkur immediately in writing.

§ 5 - General restriction of the insurance cover

Insurance cover is not granted for damages through strikes, war, events similar to war, internal unrest, terror, nuclear energy and for those events which are a result of wilful action of the insurance policy holder or of the insured person. The benefits are limited to Euro 50,000.- per policy In the travel medical insurance .

§ 6 - End of the insurance cover

The insurance cover shall end: in the travel medical insurance also for pending insured events,

- at the agreed time,
- no later than with termination of the stay in the Federal Republic of Germany, the countries of the European Union, and Switzerland or Liechtenstein.
- if the pre-requisites of a temporary stay in the Federal Republic of Germany or the countries of the European Union and in Switzerland or Liechtenstein no longer exist.

- with insurance cover for a period of up to 90 days within one year, with achievement of the total travel duration of 90 days.

§ 7 - Premium

- The premium is a one-time premium, can be seen from the respective valid premium overview and is to be paid when the contract is concluded.
- Unused parts of the flat-rate premium, due to premature termination of the journey, will not be refunded by HanseMerkur.

§ 8 - Payment of compensation

- HanseMerkur is entitled to make payment to the person who brings or sends proper proof unless it had justified doubts about the legitimization of the person handing over or sending the proof.
- The costs incurred in overseas currency are converted at the rate of the day, upon which the receipts are received at HanseMerkur, into the currency valid at this time in the Federal Republic of Germany. Deemed as rate of the day for traded currencies is the official exchange rate Frankfurt/Main, for non-traded currencies the rate according to "currencies of the world", publications of the German Federal Bank [Deutsche Bundesbank], Frankfurt/Main, according to the respective latest status, unless the foreign currencies required for payment of the invoices were as proven acquired at a more unfavourable rate.
- The additional costs can be deducted from the payments which are incurred due to the fact that HanseMerkur undertakes transfers overseas or selects special forms of transfer upon request of the insurance policy holder.

§ 9 - General responsibilities after occurrence of the insured event and consequences of breaches of responsibility

- Insurance policy holders and insured person are obliged, after occurrence of the insured event
 - to avoid everything which could lead to an unnecessary increase in costs;
 - to report the damages to HanseMerkur immediately, no later than after completion of the journey;
 - to permit HanseMerkur any reasonable examination of cause and amount of their duty to pay, to provide all information useful in this respect, to submit original receipts, if applicable to release attending doctors and other insurance companies from their oath of secrecy and to submit the death certificate in the event of death.
- Upon request of the insurance company, the insured person is obliged to undergo a medical check-up by a doctor commissioned by HanseMerkur.
- If the insurance policy holder/the insured person breaches one of the contractually agreed responsibilities then HanseMerkur is released from the obligation to pay unless the breach is not due to either wilful intent or gross negligence. In the event of a grossly negligent breach HanseMerkur shall remain insofar obliged if the breach neither had influence on the determination of the insured event nor on the determination or the scope of the payment for which the insurance company is responsible.

Note: Please also observe the respective special responsibilities for the insurances specified in Part B.

§ 10 - Reasons for forfeiture, period for filing an action, statute of limitations

- HanseMerkur is released from the obligation to pay, if:
 - the insurance policy holder or the insured person wilfully caused the insured event;
 - the insurance policy holder or the insured person tries to maliciously deceive HanseMerkur about circumstances which are of significance for the justification or the amount of payment.
- The obligation to pay shall also cease to apply if a reimbursement was rejected and the claim for payment is not asserted in court within six months. The deadline will not begin until after HanseMerkur has rejected the asserted claim in writing by stating the legal consequences associated with expiry of the deadline.
- Claims from this insurance policy shall become statute-barred in two years. The statute of limitations shall begin at the end of the year, in which the benefit can be demanded. If a claim of the insurance policy holder was registered with the insurance company then the statute of limitations is inhibited until receipt of the written decision of the insurance company.

§ 11 - Claims against third parties

The claims of the insurance policy holder or the insured person against third parties shall pass to HanseMerkur in the scope as laid down by law, insofar as it has reimbursed the damages. Insofar as necessary, the insurance policy holder or the insured person is obliged to submit a declaration of assignment towards HanseMerkur. If the insurance policy holder or an insured person renounces such a claim or a right which serves to secure the claim without the consent of the insurance company, the insurance company shall insofar be released from the obligation for payment as it could have obtained compensation from the claim or the right.

§ 12 - Compensation from other insurance policies**(Subsidiarity clause)**

If compensation can be claimed from another insurance policy in the insured event, the other policy shall have precedence over this policy. If the insured event is reported to HanseMerkur Reiseversicherung AG first, it shall make an advance payment. In addition, § 11 of these insurance terms and conditions shall apply.

§ 13 - Set-off

The insurance policy holder or the insured person can only set-off against claims of HanseMerkur insofar as the counter-claim is undisputed or has been declared legally binding.

§ 14 - Declarations of intent and notifications

Declarations of intent and notifications towards HanseMerkur must be made in writing. Insurance agents are not authorized to accept these.

§ 15 - Place of jurisdiction / applicable law

Place of jurisdiction is Hamburg or registered seat of the agent. Insofar as permitted by law German law shall apply.

B: Special part for the individual insurances**I. Travel medical insurance****I. Travel medical insurance****§ 1 - Description of the insurance cover**

- HanseMerkur shall pay compensation for acute insured events occurring during the trip. The payments are limited to 50,000.- Euro.
- In case of insurance policies of at least 1-year duration insurance cover also exists if the insured person temporarily returns to the native country, limited to a maximum of 6 weeks for all stays in the native country per insurance year. Deemed as insurance year is a period of 12 months beginning from begin of insurance. Begin and end of each interruption are to be proven by the insurance policy holder upon request of the insurance company in case of benefit.
- Insured event is the necessary medical treatment of an insured person owing to illness or consequences of accidents. The insured event begins with the medical treatment; it ends if there is no longer any necessity for treatment according to the medical findings. If the medical treatment has to be extended to an illness or consequence of an accident, which has no causal connection with the previously treated case a new insured event will arise insofar.

Also deemed as insured event are

- Examination and medically necessary treatment owing to pregnancy insofar as the pregnancy did not already exist before begin of the insurance cover.
- Death.

§ 2 - Waiting times

- The waiting times shall apply from commencement of the insurance and in case of extensions of the policy from the commencement of the extension.
- The waiting time for childbirth is 8 months.

§ 3 - Benefits**I. General information**

- In Germany the insured person is at liberty to choose a licensed doctor and dentist in practice.

The medical treatment costs for activities of the attending doctor shall be reimbursed to the extent as per contract, insofar as it can invoice these according to the respective applicable official fee schedule for doctors and dentists. In the countries of the European Union and Switzerland or Liechtenstein the insured person is at liberty to choose from the legally acknowledged and licensed doctors and dentists in the country of stay insofar as these charge according to the respective applicable official fee schedule for doctors and dentists - if available - or the customary local fee.

- Medication, dressings, drugs and aids must be prescribed by the attending doctors named in Par. 1, medication also procured from a pharmacy.

a) Not deemed as medication, even if they are prescribed as such, are nutrients and tonics, mineral waters, disinfection and cosmetic agents, diet and baby and infant food, etc.

- In case of medically necessary in-patient hospital treatment the insured person is at liberty to choose among the public and private hospitals, which are under constant medical management, have sufficient diagnostic and therapeutic possibilities, manage medical histories and do not carry out cures or sanatorium treatments or admit reconvalescents.
- The insurance company shall pay to the extent as per contract for examination or treatment methods and medication, which are primarily recognised by school medicine. It shall also pay for methods and medication which have proven to have been just as promising or which are applied in practice, because no school medicine methods or medication are available; however the insurance company can reduce its payments to the amount which would have been due in the application of existing methods or medication.
- The insurance company shall pay to the extent as per contract for return transport, transfer and funeral costs, insofar as return transport or the death of an insured person is occurred through an event that falls under the obligation to pay in this policy.

II. Medical treatment costs

- The insurance company shall reimburse the costs incurred for necessary medical treatment. Deemed as medical treatment within the meaning of these terms and conditions are:

- medical treatment incl. pregnancy tests, pregnancy treatment, insofar as the pregnancy did not exist already at the begin of the insurance or the contract for extension and treatment owing to a miscarriage;
- medication and dressings prescribed by doctors;
- radiation, light and other physical treatment prescribed by doctors;
- massages, medical packs and inhalation prescribed by doctors;
- aids prescribed by doctors, which become necessary for the first time solely as a result of an accident and serve to directly treat the consequences of the accident;
- X-ray diagnosis;
- in-patient treatment in the general nursing class (multiple bedrooms) without optional services (private doctor treatment);
- patient transports for in-patient treatment to the next available suitable hospital and in case of first aid after an accident to the next available suitable doctor and return;
- Surgery;
- childbirth, after expiry of the waiting period;

2. Dental treatment costs

- pain-relieving preservation dental treatment incl. fillings in simple form
- measures for restoring the function of dental prostheses (repairs)

In total for a) and b) up to a maximum of EUR 300.- with terms of contract of up to 6 months incl. all extensions of contracts and with terms of contract of more than 6 months, incl. all extensions of contract up to a maximum of EUR 600.- per insurance year / insured person. Deemed as insurance year is a period of 12 months.

III. Return transport / transfer / funeral costs

HanseMerkur shall reimburse – except with a stay of the insured person in the country, of which they have the nationality or in which it has a domicile –

1. the additional costs for a medically useful return transport prescribed by doctors to the place of residence of the insured person or to a suitable hospital near to the place of residence;
2. in the event of the death of an insured person the necessary additional costs incurred through the transfer of the deceased to the permanent place of residence up to EUR 10,000.-;
3. the costs for a funeral overseas up to the amount of the expenses, which would have been incurred with a transfer, a maximum up to EUR 10,000.-.

IV. Follow-up liability

If an illness requires medical treatment beyond the end of the insurance cover, because the return journey is not possible owing to proven incapacity to be transported, the duty for payment shall continue to exist within the framework of this tariff

- a) in case of terms of contract of up to 6 months incl. all contractual extensions until the insured person is capable of transport again, max. for the duration of one month;
- b) with terms of contract of more than 6 months incl. all contractual extensions until the insured person is capable of transport again, max. for the duration of 3 months.

V. Reimbursement of costs

1. Reimbursed will be the costs incurred in the official currency of the country of stay.
2. Paid original receipts are to be submitted as proof of costs, which must contain information about:
 - a) the name and address of the attending doctor;
 - b) the name of the person treated;
 - c) the description of the illness;
 - d) the period of treatment;
 - e) the type of services performed.
3. Prescriptions are to be submitted together with the doctor's invoice, the invoice for drugs or aids together with the prescription.
4. In case of transfer a medical certificate is to be submitted with details of the cause of death.

§ 4 – Restriction of the insurance cover

1. No duty for payment exists:
 - a) for the known illnesses and complaints existing at the begin of the insurance cover or with commencement of the extension of contract and their consequences and the consequences of such illnesses and accidents, which were treated in the last 6 months before begin of insurance;
 - b) for such illnesses incl. their consequences and for consequences of accidents and for deaths, which are caused by acts of war or active participation in unrest and are not expressly included in the insurance cover;
 - c) for illnesses and accidents due to wilful intent incl. their consequences;
 - d) for cure and sanatorium treatment and rehabilitation measures;
 - e) for measures for withdrawal incl. withdrawal treatment;
 - f) for outpatient medical treatment in a spa or health resort. The restriction shall cease to apply if the medical treatment becomes necessary through an accident which occurred there. In case of illnesses it shall cease to apply if the insured person only stayed temporarily in the spa or health resort and not for purposes of cure;
 - g) for treatments through spouses, parents or children. Proven material costs are reimbursed as per tariff;
 - h) for treatments of persons with whom the insured person lives within the own or host family. Proven material costs are reimbursed as per tariff;
 - i) for a treatment or accommodation caused by lingering illness, requirement for nursing or custody;
 - j) for psychoanalytic and psychotherapeutic treatment;
 - k) for abortions;
 - l) for measures for immunisation;
 - m) for aids;
 - n) for treatments owing to disorders and damages of the reproductions organs;
 - o) for treatments of HIV infections and their consequences;
 - p) for dental prostheses, pivot teeth, insert fillings, crowns and orthodontic treatment, implants, biting aids and gnathological measures.
2. If a medical treatment exceeds the extent which is medically necessary then the insurance company can reduce its payments to a reasonable amount.
3. If a claim exists for payments from the statutory accident or pension insurance, for a statutory remedial benefit or accident benefit, then the insurance company can deduct the statutory benefits from the insurance payments.

II. Travel accident insurance

§ 1 – Description of the insurance cover

1. HanseMerkur shall pay benefits in case of accidents during the journey, which lead to the death or a permanent invalidity of the insured person.
2. An accident exists if the insured person involuntarily suffers a health injury through an event (accident event) which suddenly acts on their body from outside.
3. Also deemed as an accident is if a joint is dislocated or muscles, tendons, ligaments or capsules are torn or pulled due to an increased exertion to members or spine.

§ 2 – Benefits

The sums insured for the invalidity and death benefit and for salvage and rescue costs are derived from the contractual agreements. The following provisions shall apply for the occurrence of the claim and assessing the benefits.

I. Invalidity benefit

1. If the accident leads to a permanent impairment of the physical or mental capacity (invalidity) of the insured person then a claim is incurred for capital payment from the sum insured for the invalidity case. The invalidity must have been occurred within one year after the accident and determined by a doctor and asserted no later than before expiry of a period of a further 3 months.
2. The amount of the benefit is oriented to the level of invalidity.
 - a) Deemed as fixed degree of invalidity (under exclusion of the proof of a higher or less invalidity) with loss or inability to function

of an arm at the shoulder joint	70 %
of an arm up to above the elbow joint	65 %
of an arm below the elbow joint	60 %
a hand at the wrist	55 %
a thumb	20 %

an index finger	10 %
another finger	5 %
a leg above the middle of the thigh	70 %
a leg up to the middle of the thigh	60 %
a leg up to below the knee	50 %
a leg up to the middle of the lower leg	45 %
a foot at the ankle	40 %
a big toe	5 %
another toe	2 %
an eye	50 %
the hearing on one ear	30 %
the sense of smell	10 %
the sense of taste	5 %
b) With partial loss or impairment of function of one of these body parts or organs of sense the corresponding part of the percentage according to a) is accepted.	
c) If body parts or organs of sense are affected through the accident, the loss or incapacity of function of which is not regulated according to a) or b) it is decisive for this to what extent the normal physical or mental efficiency is impaired under exclusive consideration of medical aspects.	
d) If several physical or mental functions are impaired through the accident then the degrees of invalidity, which are derived according to § 2, subclause 2, are added together. However, more than 100 per cent are not accepted.	

3. If a physical or mental function is affected through the accident, which was permanently impaired beforehand, then a deduction is carried out in the amount of this previous invalidity. This is to be assessed according to § 2, Subclause 2 a to c.
4. If the death occurs due to an accident within one year after the accident, there is no entitlement to invalidity benefit.
5. If the insured person dies of a cause not due to the accident within one year after the accident or (no matter for what cause) later than one year after the accident and if an entitlement for invalidity benefit was incurred according to § 2, Subclause 1, then benefit is to be paid according to the degree of invalidity, which would have to be expected based on the last medical findings.
6. Additional benefits with a degree of invalidity from 90 per cent
 - a) If an accident leads to a permanent impairment of the physical or mental function of at least 90 per cent, without the involvement of illnesses or afflictions according to the computation principles of § 2, subclauses 2 and 3 HanseMerkur shall pay the double invalidity benefit.
 - b) The additional benefit is limited for each insured person to a maximum EUR 150,000.-. If further accident insurances exist for the insured person at HanseMerkur Reiseversicherungs AG, the maximum amount applies for all insurance policies together.

II. Death benefit

If the accident leads to the death of the insured person within one year, then the heirs will be entitled to benefit according to the sum insured for the death. Reference is made to § 5, Subclause 5 for the assertion.

III. Salvage and rescue costs

1. If the insured person suffered an accident falling under the insurance policy, HanseMerkur shall reimburse up to the amount agreed as per contract the incurred necessary costs for:
 - a) Search, rescue or salvage operations of rescue services organised under public law or private law, insofar as fees are usually charged for this;
 - b) Transport of the injured person to the next hospital or to a special clinic, insofar as medically necessary and ordered by a doctor;
 - c) Additional expenses in case of return of the injured person to his permanent place of residence insofar as the additional costs are a result of medical orders or were unavoidable according to the type of injury;
 - d) In the event of death transfer to the place of the last permanent place of residence.
2. If the insured person is responsible for paying costs according to 1. a) although he had not suffered any accident, however this was directly threatened or could be presumed according to the concrete circumstances, HanseMerkur shall also be obliged to compensation.
3. Insofar as another person obliged to compensation is responsible, the claim for reimbursement can only be asserted against HanseMerkur for the residual costs. If another person obliged to compensation disputes his duty to pay, the insured person can directly adhere to HanseMerkur.
4. If several accident insurances exist for the insured person at HanseMerkur, co-insured salvage and rescue costs can only be demanded from one of these policies.

§ 3 – Due date of the benefits

1. As soon as HanseMerkur has received the documents, which the insured person has to provide to prove the course of the accident and the consequences of the accident and concerning the completion of the medical procedure necessary for assessing the invalidity, HanseMerkur undertakes to declare within one month (in case of entitlement for invalidity within 3 months) whether and in which amount it acknowledges an entitlement. The medical fees, which are incurred to the insured person for justifying the entitlement for benefit, shall be assumed by HanseMerkur up to a max. 1 one tenth of a per cent of the sum insured.
2. If HanseMerkur acknowledges the entitlement or if the insured person and HanseMerkur reached an agreement about justification and amount HanseMerkur shall pay the benefit within 2 weeks. An invalidity benefit cannot be claimed within one year after occurrence of the accident before completion of the medical procedure.
3. If initially only the justification of the duty to pay has been determined, HanseMerkur shall pay reasonable advance payments upon request of the insured person.
4. The insured person and HanseMerkur are entitled to have the degree of invalidity reassessed by a doctor annually, no longer than up to 3 years after occurrence of the accident. This right must be exercised by HanseMerkur with submission of its declaration according to § 3, Subclause 1, by the insured person within one month after receipt of this declaration. If the final assessment shows a higher invalidity benefit than HanseMerkur already paid, then the additional amount is to bear interest at a rate of 5 per cent per annum.

§ 4 – Restriction of the insurance cover

I. Persons who are not capable of being insured

Not capable of being insured, and despite payment of the premium, not insured are persons requiring permanent care and the mentally ill. Deemed as requiring care is, a person who mainly requires assistance in their daily life. The insurance cover shall expire as soon as the insured person is no longer capable of being insured within the meaning of Sentence 1.

II. Not insured accidents and damages to health which do not fall under the insurance cover:

1. Accidents through mental disorders or impaired consciousness, also insofar as these are due to intoxication, and through strokes, epileptic attacks or other convulsions, which affect the whole body of the insured person;

2. Accidents, which the insured person suffers by wilfully performing or attempting a criminal offence;
3. Accidents of the insured person, which have a causal connection to the operation of an aircraft. Insurance cover exists however as passenger of an airline;
4. Accidents of the insured person when parachuting;
5. Accidents, which the insured person suffers because they take part as a driver or passenger of a motor vehicle in driving events including the associated training runs, in which it depends on achieving high speeds;
6. Accidents, which the insured person suffers when performing a professional activity. Commercial activity, office, teaching and administrative activity and the professional activity of tour guides are however insured;
7. Damages to health through rays, remedial measures or surgery, infections and poisoning, unless these are caused by the accident;
8. Ruptures of the stomach or abdomen. Insurance cover does however exist if they are suffered through an external violent influence which falls under this policy;
9. Damages to intervertebral discs and bleeding from internal organs and cerebral haemorrhages. Insurance cover exists however, if an accident event which falls under this policy within the meaning of § 1, Subclause 3 is the main cause;
10. Abnormal disorders as a result of psychological reactions, no matter what caused these.

III. Involvement of illnesses or afflictions

If illnesses or afflictions were involved in the damage to health caused by an accident event or its consequences, then the benefit will be reduced according to the share of the illness or the affliction if this share accounts for at least 25 per cent.

§ 5 – Special responsibilities after occurrence of an accident

(supplement to the general responsibility listed in § 9 of the general part)

1. A doctor is to be consulted immediately after an accident, which presumably effects a duty to pay. The insured person must follow the doctor's orders and also intentionally to minimize the consequences of the accident as far as possible.
2. The accident report sent by HanseMerkur is to be completed truthfully and returned to HanseMerkur immediately.
3. The insured person must undergo a medical check-up by the doctors commissioned by HanseMerkur. The necessary costs including a thus ensued loss of earnings shall be borne by HanseMerkur.
4. The doctors, who have treated or examined the insured person (also for other reasons), other insurance companies, insurance funds and authorities are to be authorized to provide all necessary information.
5. If the accident results in death this is to be reported to HanseMerkur within 48 hours, even if the accident itself has been reported. HanseMerkur is to be procured the right to have an autopsy carried out by a doctor commissioned by it.
6. The legal consequences in case of breach of one of these responsibilities may be derived from § 9 of the general part of VB-AG 02.

III. Travel liability insurance

§ 1 – Description of the insurance cover

1. HanseMerkur offers the insured person insurance cover during the journey for the event that a claim is asserted against it by a third party owing to an occurred damaging event, which had resulted in the death, the injury or injury to health of persons (personal injuries) or the damage or destruction of objects (property damages), for these consequences

based on statutory liability provisions with contents under private law.

2. The insurance cover covers the statutory liability of the insured person as private person regarding the liability risks of daily life occurring on trips, in particular
 - a) as head of a family and household (e.g. from the obligation to supervise minors).
 - b) as user of the rooms in buildings rented temporarily for private use for accommodation while travelling (e.g. hotel and guesthouse rooms, holiday apartments, bungalows) and the rooms, the use of which is intended and permitted in connection with the accommodation (e.g. dining rooms, joint bathrooms).

Excluded are however liability claims owing to

 - Damages to movable items such as pictures, furnishings, TV appliances, crockery etc.
 - Damages due to wear and tear and excess use,
 - Damages to heating, machines, boilers and hot water systems and to electrical and gas appliances,
 - the claims for recourse falling under the recourse waiver according to the agreement of the fire insurance companies in case of comprehensive damaging events.

The sum insured per damaging event is EUR 25,000.-. The total payment of HanseMerkur for all damaging events within the insured period is limited to twice the aforementioned sum insured. The insured person shall personally bear for each damaging event 20 %, at least EUR 50.- from the indemnification.

- c) as cyclist (bicycle without power drive).
 - d) from carrying out a sport (except the types of sport named in § 3, Subclause 3).
 - e) as rider or driver when using third party horses and carriages for private uses (liability claims of the animal owners or registered holders are not insured).
 - f) through the possession and use of model airplanes, non-manned balloons and kites, which are not driven either by motors or by drive trains, the flight weight of which does not exceed 5 kg and for which no insurance obligation exists.
 - g) through the possession and use of own or third party rowing and pedal boats and third party sailing boats, which are not driven with either motors (also outboard motors) or drive trains and for which no insurance obligation exists.
 - h) from the property, possession, holding or driving own or third party surf boards for sporting purposes.
- Excluded** is however the statutory liability of the insured person from leasing, hiring or handing over for use to third parties.

3. In addition, in case of an officially ordered deportation of an insured person HanseMerkur shall reimburse the additional proven costs asserted against the insurance policy holder according to §§ 765, 773 BGB in conjunction with §§ 82 Par. 2, 83 and 84 Foreigners' Act – after deduction of an excess of 10 % at least EUR 100.- up to a maximum EUR 1,000.-.

The insurance cover for the deportation costs only exists if the deportation was officially ordered within the insured period of time and within the period of stay stated in the residence permit or in the visa.

§ 2 – Benefits

1. The duty to pay of HanseMerkur covers the examination of the question of liability, the defence of unjustified claims and the reimbursement of compensation, which the insured person has to pay based on an acknowledgement given or approved by HanseMerkur, a settlement reached or approved by HanseMerkur or a judicial decision.

If the appointment of a defence counsel is requested or approved for the insured person by HanseMerkur in criminal proceedings owing to a damaging event that can result in a liability claim falling under the insurance cover, then HanseMerkur

shall bear the costs of the defence counsel as per fee schedule, or if applicable higher costs agreed with the insurance.

If the insured person has to provide security for a pension owed from an insured event by virtue of law or if it permitted to defend the execution of a judicial decision by providing security or making a deposit then HanseMerkur shall be obliged in his/her place to provide security or make a deposit.

- The contractually agreed sums insured shall form the maximum limit with each damaging event for the scope of the provision of HanseMerkur. Several damages connected in time from the same cause shall be deemed as one damaging event.
- In the event of litigation in an insurance case concerning the entitlement between the insured person and the injured party or his legal successor, then HanseMerkur shall conduct the litigation in the name of the insured person. The costs incurred in this respect shall be borne by HanseMerkur.
- The expenses of HanseMerkur for costs are not set-off as payments against the sum insured (cf. however § 2, Subclause 5).
- If the liability claims exceed the sum insured then HanseMerkur must only bear the procedural costs as a ratio of the sum insured to the total amount of the claims even if it concerns several proceedings due to one damaging event. In such cases HanseMerkur is entitled to exempt itself from further payments by paying the sum insured and its share corresponding with the sum insured of the costs incurred until that time.
- If the insured person has to pay pension payments to the injured party and if the capital value of the pension exceeds the sum insured or the remaining amount of the sum insured after deduction of possible other payments from the same insured event, then the pension to be paid shall only be reimbursed as a ratio of the sum insured or its remaining amount to the capital value of the pension. The capital value of the pension is determined for this purpose based on the mortality table of the German actuary association of 1995 for pensions (DAV 1995 R), and an interest rate of 4 % per annum.
- In case the settlement of a liability claim demanded by HanseMerkur through acknowledgement, satisfaction or settlement fails due to the resistance of the person insured then HanseMerkur must not pay for the additional costs incurred by the refusal in terms of main object, interest and costs.

§ 3 – Exclusions

The insurance cover does not refer to:

- Liability claims, which go beyond the scope of the statutory liability of the insured person.
- Claims for salary, retirement pay, wages and other fixed remuneration, meals, medical treatment in the case of impediment to employment, welfare claims and claims from Riot Damages Acts.
- Liability claims from damages as a result of the participation in horse, cycling or motor vehicle races, boxing and wrestling matches, martial arts such as judo, kungfu, etc. and the preparations (training) for these.
- Liability claims owing to damages (with the exception of the facts stated under § 1, Subclause 2 b) to third party objects, which the insured person rented, leased, lent or obtained by prohibited self-given authority or which are the object of a special contract for safekeeping.
- Liability claims owing to damages through environmental influence on the ground, air or water (including inshore waters) and all ensuing further damages.
- Liability claims
 - from damaging events of relatives of the insured person, who live in the same household. Deemed as relatives are spouses, parents and children, adoptive parents and adopted children, parents-in-law and sons and daughters-in-law, step parents and step children, grandparents and grandchildren, brothers and sisters and foster parents and children (persons, who are associated through a long-term relationship similar to a family such as parents and children towards each other).
 - between several insured persons of the same insurance policy.
- Liability claims owing to damages which are suffered from the transmission of an illness of the insured person.
- The liability of the owner, registered holder or driver of a motor vehicle, aircraft or watercraft (except the watercraft mentioned in § 1, Subclause 2 g and h) owing to damages which are caused through the use of the vehicle.
- The liability as owner, holder or keeper of animals and the liability when hunting.
- The liability from exercising a profession, duty, office (also voluntary) or an activity in associations of all kinds.
- The liability of the insured person from leasing, hiring or handing over for use of objects to third parties.

§ 4 – Special responsibilities and processes after occurrence of the insured event (supplement to the general responsibilities listed in § 9 of the general part)

- Insured event within the meaning of this policy is the damaging event that could result in liability claims against the insured person.
- In the event that investigation proceedings are initiated or a penalty order or court order is issued then the insured person must inform HanseMerkur thereof immediately, even if he/she has already reported the insured event itself. If a claim is judicially asserted against the insured person, legal aid applied for or a judicial dispute announced against him/her then they must inform HanseMerkur thereof immediately. The same shall apply in the event of an arrest, an interim injunction or proceedings to secure evidence.

- The insured person is obliged as far as possible to avoid and minimize the damages by observing the instructions of HanseMerkur and to do everything which serves to clarify the claim, insofar as this is not deemed unreasonable. The insured person must support HanseMerkur in defending the damages and in determining and settling the damages, by giving detailed and true reports of the damages, informing of all facts which relate to the claim and sending all documents which are of significance for the claim in the opinion of HanseMerkur.
- In the event of litigation concerning the liability claim then the insured person shall permit HanseMerkur to conduct the proceedings, grant the lawyer appointed or named by HanseMerkur power of attorney and provide all clarifications considered necessary by him or HanseMerkur. He/she shall file objections or undertake the necessary legal remedies against court orders or orders of administrative authorities for compensation in time, without waiting for instructions from HanseMerkur.
- The insured person is not entitled to acknowledge or satisfy a liability claim or reach a settlement either in whole or in part without the prior consent of HanseMerkur. In case of infringements HanseMerkur shall be released from the duty to pay unless the insured person could not refuse the satisfaction or acknowledgement according to the circumstances without this being unequitable.
- If the insured person has the right to demand the revocation or reduction of a pension to be paid as a result of changed circumstances he/she is obliged to have this right exercised in their name by HanseMerkur. The provisions under § 4, Subclause 3 to 5 shall apply accordingly.
- HanseMerkur is deemed as authorized to make all declarations which appear useful for settling or defending the claim in the name of the insured person.
- The legal consequences in case of breach of one of these responsibilities may be derived from § 9 of the general part of VB-AG.

Extract from insurance policy law

Right to object

- In the event that the insurance company did not hand the insurance policy holder the insurance terms and conditions when the application was filed or failed to provide consumer information according to § 10 a of the insurance supervision law, then the contract shall be deemed as concluded based on the insurance policy, the insurance terms and conditions and the further decisive consumer information for the contents of the contract, if the insurance policy holder does not object in writing within fourteen days after the documents are handed over. Sentence 1 shall not apply to insurance policies with pension funds, which are based on regulations under labour law. § 5 of the insurance supervision law remains unaffected.
- The term of the deadline shall not begin until the insurance policy holder has received the insurance policy and the documents acc. Par. 1 in full and the insurance policy holder has been instructed in writing when the insurance policy is handed over, in a clear printed form about the right of objection, the begin and duration of the deadline. The insurance company shall be responsible for providing proof of receipt of the documents. The timely sending of the objection is sufficient for safeguarding the deadline. Notwithstanding Sentence 1 the right for objection shall however expire one year after payment of the first premium.
- If the insurance company grants immediate insurance cover following a special application of the insurance policy holder then the waiver for handing over the insurance terms and conditions and the consumer information can be agreed when the contract is concluded. The documents are to be handed over to the insurance policy holder upon request, no later than with the insurance policy. Insofar as the insurance policy grants immediate insurance cover, the insurance policy holder has no right of objection acc. Par. 1.

Breach of responsibility

- If it is determined in the policy that in case of breach of a responsibility, which is to be satisfied towards the insurance company before occurrence of the insured event, the insurance company is to be exempted from the obligation to pay, then the agreed legal consequence shall not apply if the breach is to be seen as a breach without fault. The insurance company can terminate the contract within one month, after it became aware of the breach, without observing a period of notice, unless the breach is to be seen as a breach without fault. If the insurance company does not terminate within one month it cannot refer to the agreed exemption from payment.
- If a responsibility is breached, which is to be satisfied by the insurance policy holder towards the insurance company for the purpose of reducing the risk or preventing an increased risk, then the insurance company cannot refer to the agreed exemption from payment, if the breach had no influence on the occurrence of the insured event or the scope of the payment for which it is responsible.
- If the exemption from payment is agreed for the event that a responsibility is breached, which is to be satisfied towards the insurance company after occurrence of the insured event then the agreed legal consequence shall not apply if the breach is not due to either wilful intent or gross negligence. In case of grossly negligent breach the insurance company shall remain insofar obliged to pay if the breach did not have any influence either on the determination of the insured event or on the determination or the scope of the payment for which the insurance company is responsible.

- An agreement according to which the insurance company should be entitled to cancellation in case of breach of a responsibility, is invalid.

Statute of limitations, deadline for filing an action

- The claims from the insurance policy shall become statute barred in 2 years, in case of life assurance in 5 years. The statute of limitations shall begin with the end of the year, in which the benefit can be demanded.
- If a claim of the insurance policy holder has been registered at the insurance company then the statute of limitations is inhibited until receipt of the written decision of the insurance company.
- The insurance company shall be exempt from the obligation to pay if the claim for payment is not asserted in court within 6 months. The deadline shall not begin until after the insurance company has rejected the asserted claim towards the insurance policy holder in writing by stating the legal consequence associated with the expiry of the deadline (Par. 2 and 3 in the version of the VO of 19.12.39).

Delayed payment of the first premium

- If the first or one-time premium is not paid in time then the insurance company shall be entitled, as long as the payment is not effected, to cancel the contract. It is deemed as cancellation if the claim for the premium is not asserted in court within 3 months from due date.
- If the premium has not yet been paid at the time when the insured event occurs then the insurance company is exempted from the obligation to pay.

Determination of deadline for follow-up premium

- If a follow-up premium is not paid in time then the insurance company can grant the insurance policy holder a payment deadline of at least 2 weeks in writing at his costs; a reproduction of the personal signature is sufficient as a signature. The legal consequences associated with the expiry of the deadline according to Par. 2, 3 must be stated. A deadline which is stipulated without observing these regulations is invalid.
- In the event that the insured event occurs after expiry of the deadline and if the insurance policy holder is in default with payment of the premium or the owed interest or costs at the time when the insured event occurs then the insurance company is exempted from the obligation to pay.
- After expiry of the deadline and if the insurance policy holder is in default with the payment the insurance company can terminate the insurance relationship without observing a period of notice. The termination can be made when stipulating the payment deadline already to the extent that it will become effective upon expiry of the deadline if the insurance policy holder is in default with the payment on this date; this is to be expressly pointed out to the insurance policy holder in the termination. The effects of the termination shall cease to apply if the insurance policy holder subsequently makes the payment within one month after the termination or, in case the termination is connected with the stipulation of the deadline, within one month after expiry of the payment deadline, insofar as no insured event has occurred already.
- Insofar as the legal consequences described in Par. 2, 3 depend on whether interest or costs have not been paid, they shall only apply if the stipulation of the deadline states the amount of interest or the costs.

Statutory transfer of claim

- In the event that the insurance policy holder is entitled to compensation for damages against a third party the claim shall pass to the insurance company insofar as it reimburses the insurance policy holder for the damages. The transfer cannot be asserted for the disadvantage of the insurance policy holder. If the insurance policy holder renounces his entitlement against the third party or a right which serves to secure the claim, then the insurance company is insofar exempted from its duty to indemnify if it could have obtained compensation from the claim or the right.
- If the insurance policy holder's claim for compensation is directed against a family member who lives in his/her household then the transfer is excluded; however the claim will be transferred if the family member caused the damages by wilful intent.

Information according to Federal Data Protection (BDSG)

We hereby inform you that the data are saved in the case of contract and claim and if applicable sent to the associations of the insurance industry in question and the reinsurance companies concerned for the same purpose insofar as this is deemed necessary for the proper execution of the contractual relations. The regulations of the Federal Data Protection Act concerning data transmission remain unaffected. Upon request we shall provide the address of the respective recipients of the data.

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