

## Terms and Conditions CareMed 2018/2019

### Table of Contents

Product Information Sheet .....	1
Schedule of benefits .....	2
Important notes.....	3
Behaviour in case of a claim .....	3
Consumer information.....	3
Terms and Conditions for the Travel Health Insurance.....	4
Terms and Conditions of Insurance for Travel Property Insurance .....	7
Travel Accident Insurance (I) .....	8
Travel Liability Insurance (3).....	10
Emergency Insurance (E) .....	11
Emergency Return-Journey Insurance.....	12
Travel Luggage Insurance (L).....	12
Contact .....	14
Medical Claim Form.....	15

This Policy is effective for policy holders with a start date of  
March 1, 2018 - February 28, 2019

### Product Information Sheet

You are interested CareMed international travel insurance? A good choice! This information sheet is intended to give you a quick overview of the selected insurance. Please note, however, that **this does not contain all of the information** relating to your policy. For a full version of the policy, kindly refer to the insurance confirmation and the terms and conditions of insurance. Each of the following options for insurance coverage is only valid if it is explicitly concluded by you, i.e. if it is included in your insurance coverage!

#### What type of insurance is this?

Your insurance is a travel insurance that is valid for a limited period. The scope of the insurance and the individual benefits associated with your policy are determined by the tariff you select.

#### What is the scope of your insurance coverage?

##### Travel Health Insurance (HA)

The travel health insurance covers essential medical treatment for illnesses suffered during a stay abroad. We refund the costs of illnesses and accidents suffered within the period covered by the insurance. These include treatment by a doctor, treatment in hospital and medicaments. For a full description of the provided coverage, please refer to section § 5 of the terms and conditions of insurance.

##### Travel Accident Insurance (I)

If you take out a travel accident insurance, we will pay a one-time sum (invalidity benefit) if you suffer permanent disability as the result of an accident (e.g. restricted mobility, paralysis or amputation). The level of invalidity benefit depends on the agreed insurance sum and on the degree of impairment. For a full description of the coverage provided, please refer to the section "Travel Accidents Insurance" of the terms and conditions of insurance.

##### Travel Third Party Liability Insurance (3)

If your insurance policy includes travel third party liability insurance, you are covered during your journey against the dangers of everyday life for which you are responsible and must therefore remunerate other for. In such cases we not only regulate the damages, but also check whether, and to what extent, a compensation liability exists. Unjustified claims for compensation are rejected by us on your behalf and, to this extent, we also provide legal protection in cases of unjustified liability claims. For a full description of the coverage provided, see section "Travel Third Party Liability Insurance" of the terms and conditions of insurance.

##### Emergency Insurance (E)

This **additional coverage** can be purchased separately in case that you already have health insurance coverage for your stay abroad. You will receive assistance services (e.g. medical repatriation, visit of bedside, repatriation of mortal remains or funeral costs). For a full description of the cover provided please see section "Emergency Insurance".

##### Return Travel Emergency Insurance (T)

If you take out a return travel emergency insurance, the insurer shall pay costs for an emergency trip to your home country in case of severe sickness or death of a family member. In case of a long hospitalization of the insured, the insurer will reimburse the costs for a visit of a relative. The complete description of benefits can be found in chapter "Return Travel Emergency Insurance" in the terms and conditions of insurance.

##### Travel luggage Insurance (L)

If you purchase luggage insurance benefit this plan will cover checked lost or damaged luggage or if luggage is lost or damaged as a result of theft, fire or elemental occurrences. For a full description of the cover provided please see section "Travel luggage Insurance".

##### What do you have to consider when paying the premiums?

The premiums depend on your insurance coverage. Insurance coverage commences with the payment of the premium at the earliest. For due dates and other details, please refer to section § 3 of the terms and conditions of Insurance.

##### What is not insured?

Some events are excluded from insurance coverage. In particular, no insurance coverage is offered if the policyholder or the insured person has wilfully instigated the event covered by the insurance.

##### Travel Health Insurance:

For illnesses and accidents due to wilful intent and treatment resulting from attempted suicide.

##### Travel Third Party Liability Insurance:

For damage to lent, leased or rented items.

##### Travel Accident Insurance:

For accidents in which drunkenness or drug consumption played a role. Illnesses and wear, e.g. backache due to constant sitting, stroke or heart attack, are not instance of accidents.

Further exclusions can be found under "General exclusions" and exclusions in the respective chapters in the terms and conditions of insurance.

##### What obligations arise at the time of conclusion of contract?

At the time of conclusion of contract you must have disclosed all information fully and truly. If you fail to do so, your insurance coverage is endangered!

##### What obligations do you have to fulfil if an event covered by the insurance occurs?

Make sure that the damage incurred remains as small as possible! Avoid everything that might lead to an unnecessary increase in costs. Notify HanseMerkur immediately about the damage incurred. For further obligations, please refer to "Obligations" in the terms and conditions of insurance.

##### What are the legal consequences, if you fail to meet your obligations?

Very important: If you violate your obligations, HanseMerkur is entitled to reduce the benefits to an extent which corresponds to the seriousness of the violation. This can even lead to a complete loss of insurance coverage. For more details, see terms and conditions ("Obligations" and "Violation of Obligations").

##### When does your insurance coverage begin and when does it end?

The insurance coverage begins with the payment of the premium at the earliest, though not before the agreed date of commencement, and it ends on the agreed expiry date.

## Schedule of benefits

<b>Travel Health Insurance (HA) Tarif VB-KV 2012 (CareMed-Gruppenverträge)</b>	<b>CareMed PREMIUM Maximal Coverage</b>
costs of out-patient treatment according to physicians' scale of charges (treatments are refunded in the context of the local rates).	100%
medically prescribed medicines and dressings	100%
medically prescribed massages, medical packages and inhalations per year up to	100%
pregnancy check-ups and treatment	100%
delivery – after a waiting period of 8 months	100%
medically prescribed adjuvants following an accident	100%
painkilling dental treatment at 100% per year up to	€ 1.000
restoring function of dentures at 50% per year up to	€ 2.000
cost of in-patient treatment in a shared room	100%
transportation to in-patient treatment	100%
medically required rehabilitation measures	100%
cost of medically required patient's transportation to home country	100%
repatriation/funeral costs up to	€ 25.000

The contents of the insurance terms and conditions VB-KV 2012 (CareMed-Gruppenverträge) and the insurance confirmation are the decisive factors for the Scope of the insurance coverage. Please also note the limitations of benefits stipulated under § 6 of VB-KV 2012 (CareMed-Gruppenverträge).

<b>Property Travel Insurance Tarif VB-RS 2012 (CareMed-Gruppenverträge)</b>	<b>CareMed PREMIUM Maximal Coverage</b>
<b>Accident insurance (I)</b>	
in the event of death	€ 5.000
in case of invalidity	€ 40.000
for rescue costs	€ 2.500
progression in the event of complete invalidity	350%
<b>Liability insurance (3)</b>	
for personal injuries and damage to property	€ 2,5 Million
damage to rented property	€ 25.000
deportation costs (own share 10%, minimum of € 100)	€ 5.000
<b>Travel Assistance (T)</b>	
family member to the bedside of the insured person (>14 days in-patient)	100%
return trip due to an emergency	€1.000
<b>Travel Luggage Insurance (L)</b>	
valuable(e.g. photographic equipment, laptop)	50%
audio player, portable DVD player	€ 250
surfboards and windsurfing equipment	€ 500
golfing equipment, etc.	€ 500
Mobile telephone, glasses, contact lenses, hearing aid,	€ 250
Damage due to delay in delivery (necessary replacements)	€ 500
<b>Emergency insurance (E)</b>	
medical necessary return transport on doctor's advice to the insured's home country	100%
family reunion benefit	100%
accident salvage, search and rescue charges	€ 5.000
repatriation of mortal remains or funeral abroad	100%
assistance contacting home bank and advance cash supply	€ 1.500

The contents of the insurance terms and conditions VB-RS 2012 (CareMed-Gruppenverträge) and the insurance confirmation are the decisive factors for the scope of the insurance coverage. Please also note the limitations of benefits stipulated under VB-RS 2012 (CareMed-Gruppenverträge).

## Important notes

### Who qualifies for insurance

Persons up to their 65<sup>th</sup> birthday staying abroad for a limited period of time – also volunteers working with wild animals under professional supervision. The country in which the insured person has permanent residence is not considered abroad.

### Last date to take out insurance

The insurance must be taken out **prior** to departure from home and at latest 7 days prior to the departure date for the whole period abroad.

### Beginning of insurance coverage

The insurance coverage begins on the date of departure indicated on the insurance confirmation if the insured person is abroad and the insurance premium has been paid.

### Stay in your home country

You will receive insurance coverage in your home country for up to 6 weeks a year if the policy was effected for a period of at least 12 months.

### The stay is extended

You may apply for additional insurance if the additional policy falls within the maximum insurance period of 2 years. You must apply for additional insurance before the end of the insurance period originally agreed upon and it must be approved by the insurer. Insurance coverage shall be provided only with respect to those insured events, diseases, complaints and their consequences that occur after application for prolongation of the contract period for the first time.

### Early departure

In the event of early departure, premiums already paid will be reimbursed for the remaining period after a waiting period of 60 days (if no claims were submitted). An admin fee of € 12,80 /US\$ 15,00 will be charged. Reimbursements cannot be backdated.

### Insurance confirmation

You will receive an insurance confirmation from CareMed by E-mail.

## Behaviour in case of a claim

HanseMerkur Reiseversicherung AG offers insurance coverage for persons insured through CareMed. Type and extent of benefits result from the selected tariff.

### 1. Choice of physician / hospital

The insured has free choice of physicians / hospitals. In the USA please contact the CareMed Assist 24 hours service or the respective claims office.

### 2. Reimbursement of costs

Medical costs are invoiced and reimbursed to the insured on submission of the documents mentioned under 6. If the insured wishes to have the costs reimbursed directly to the provider, the insured has to contact the respective claims office and to submit the demand.

### 3. Approval by CareMed Assist

The assistance center must approve the following costs for medical treatment:

- hospitalization and operation
- evacuation to the insured's home country in case of severe illness
- transportation and subsistence allowance for a relative
- burial
- repatriation in case of death

**Written approval by the insurer is a prerequisite for receiving services and reimbursement for the above mentioned treatment and emergency situations. Approval must be obtained prior to any treatment under the following telephone numbers:**

**Phone number of insurer: +49 (0)40-4119 2300**

**E-mail of insurer: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

**CareMed Assist 24-hour-emergency number:  
+49 (0)228-55549-22**

### 4. Insurance confirmation

Present your insurance confirmation to the provider. It serves as a proof of your insurance coverage.

### 5. Claim form

Fill out a claim form (page 15) for each individual claim. You can copy the blank form for additional claims. Please find it attached to the terms and conditions.

### 6. Submission of claims

Within 60 days after medical treatment, send the following documents in ONE envelope:

- claim form duly filled in by the insured
- all original bills and receipts which have occurred with the same claim
- medical reports from the provider, including OP reports, laboratory and X-rays documents etc.

**To: HanseMerkur Reiseversicherung AG, Abtlg. RLK 4/CareMed Claims, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany**

### 7. Contact claims office

If you have questions concerning a claim that has already been submitted, please contact our claims office.

#### Claims Office 1

for cases that occur in the USA and Canada

MedCare International, Inc.  
12480 West Atlantic Boulevard Suite 2  
Coral Springs, FL 33071, USA  
Attention to Mrs Lacroix / Mrs Schmidt  
**Phone: 1-800 397 9905 (toll-free number)**  
**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

#### Claims Office 2

for cases that occur worldwide except in the USA and Canada

HanseMerkur Reiseversicherung AG (legal form: public company)  
Abtlg. RLK 4/CareMed Claims  
Siegfried-Wedells-Platz 1  
20354 Hamburg, Germany  
**Phone: +49 (0)40-4119-2300**  
**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

The insurer reserves the right to refuse payment if the reason and the necessity for the treatment can no longer be established as a result of the claim being filed late or incomplete.

## Consumer information

CareMed GmbH mediates international travel insurance programs marketed under the CareMed® trademark. HanseMerkur Reiseversicherung AG covers this policy.

### Important Information on your Insurance Policy

#### **Insurance company's identity (name, address):**

HanseMerkur Reiseversicherung AG  
(legal form: public company)  
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany  
Phone: +49 (0)40 - 4119 -1000  
Fax: +4 9(0)40 - 4119 -3030

#### **Entry in the trade register at:**

Amtsgericht (local court) Hamburg HRB 19768

#### **Summons-suitable address and legally entitled representatives of HanseMerkur Reiseversicherung AG:**

HanseMerkur Reiseversicherung AG  
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany  
Represented by the Board:

Fritz Horst Melsheimer (Chairman), Dr. Andreas Gent, Peter Ludwig, Eberhard Sautter, Holger Ehses (stv.)

#### **Core business of HanseMerkur Reiseversicherung AG, hereinafter called "HanseMerkur":**

HanseMerkur insures risks which are related to travels.

**Name and address of the regulatory authority:**

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

**Guarantee funds or other compensation regulations:**

There are no guarantee funds or any other compensation regulations applicable to the products described in this document.

**Essential characteristics of the insurance:**

HanseMerkur provides travel damage and travel accident insurance policies. Depending on the scope of the selected insurance coverage, HanseMerkur shall pay benefits deriving from the Travel Health Insurance, Travel Accident Insurance or Travel Liability Insurance with the respective insurance terms and conditions. The policyholder stipulates the scope of insurance coverage on the application form. Detailed information about type and scope of the insurance coverage which the policyholder has selected can be found in the description of benefits on the application form and in the insurance terms and conditions. Once HanseMerkur has acknowledged its obligation to pay benefits and has also established the amount payable, compensation will be paid within 2 weeks. This period is checked as long as HanseMerkur is unable to examine the claim due to the fault of the insured person.

**Legal system:**

German law shall govern the contractual relationship.

**Total price and price components:**

The policyholder determines the scope of the insurance coverage and the corresponding total insurance premium. The individual premiums for the components of the insurance coverage are stated on the application form. Apart from the health insurance which is not taxable, all the listed premium amounts include the statutory insurance tax valid at the time.

**Additional costs, taxes or fees:**

Additional costs, taxes or fees, e.g. for using remote means of communication will not be levied with the exception of the emergency call service with the phone number (0180) 5 777 331 (EUR 0.14 per minute from the German fixed-line phone network, prices for calls from mobile phones can vary).

**Details of payment and compliance:**

The premium is a single premium payable upon taking out the insurance policy. It can also be paid by instalments. For details please refer to the insurance application form.

**Limited period of validity of the information supplied:**

There is no limited period of validity of the information supplied.

**Commencement of the contract, commencement of the insurance coverage, duration of binding period upon application:**

The contract commences upon payment of the premium owed. The insurance coverage commences upon the point in time stipulated by the policyholder; however, not before the premium owed has been paid. If the premium is to be booked off an account, payment is considered in time if the premium can be collected on the date of booking off and the policyholder does not object to the authorized collection. If it is not the fault of the policyholder that the premium cannot be collected, payment is still considered being made in time, if it is made immediately after a written request for payment by the insurance company. In addition, with regard to travel health insurance, insurance coverage does not commence before the point in time of having left the national territory where the insured person resides and also not before possible waiting periods. Please find the preconditions for taking out insurance under § 2 of the enclosed insurance terms and conditions. There is no binding period.

**Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at this point in time, HanseMerkur shall not be obliged to pay benefits, unless non-payment is not the policyholders fault.**

**Revocation right:**

Policyholders are entitled to revoke their contract agreement in writing (e.g. letter, fax, e-mail) within 14 days without being obliged to state any reasons provided that they have signed an insurance contract with a minimum running time of one month. The time limit becomes effective upon entering into the contract. The timely sending of the revocation suffices to protect the revocation time limit. Revocations

shall be addressed to: CareMed GmbH, Budapeststr. 4,  
53111 Bonn, Germany.

Phone: +49(0)228-5554900, Fax: +49(0)228-55549075

E-mail: germany@caremed-travel.com

**Consequences of revocation:**

In the event of an effective revocation, CareMed will pay back insurance contributions that have already been received.

**Information on the duration of the insurance:**

The contract is limited in accordance with the selected duration.

**Expiry of the contract, right to give notice, business fee:**

Insurance expires upon ending the journey or upon the agreed expiry date. Insurance coverage of travel health insurance ends upon entering the national territory where the insured person resides. In principle, there is no right to give premature notice to the insurance contract. Please cf. the relevant application form for exceptions. If CareMed resigns from the contract due to non-payment of the initial or the single premium in accordance with § 37 para 1 VVG, a business fee amounting to EUR 15.00 per insurance contract is levied in accordance with § 39 para 2 VVG.

**Legal system and place of jurisdiction:**

German law shall govern the contractual relationship. Lawsuits against HanseMerkur can be filed in Hamburg or wherever the policyholder has his/her residence at the time of filing the lawsuit or failing a residence, wherever he/she normally stays.

**Contract language:**

The prevailing language of this contractual relationship and communication with policyholders during the contractual period of validity shall be German.

**Extrajudicial complaints and arbitration procedure:**

If an agreement with HanseMerkur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

**For travel health insurance:**

Ombudsmann Private Kranken- und Pflegeversicherung  
Postfach 06 02 22, 10052 Berlin, Germany  
www.pkv-ombudsmann.de

**For any other insurance:**

Versicherungsombudsmann e.V.  
Postfach 08 06 32, 10006 Berlin, Germany  
www.versicherungsombudsmann.de

This does not affect the right to take legal action.

**Complaints can also be launched at the relevant regulatory authority:**

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin),  
Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

**Terms and Conditions for the CareMed Foreign  
Travel Health Insurance of HanseMerkur  
Reiseversicherung AG**

(Short designation: VB-KV 2012 (CareMed-Gruppenverträge))

**Section § 1: Policyholder, Insured Persons and Eligibility for Insurance**

1. The insurance contract is a group-insurance contract concluded by the organizer, as the policyholder, and HanseMerkur Reiseversicherung AG, represented by CareMed GmbH, as the insurer.
2. Insured persons are those identified by name in the application for insurance, for whom the agreed premium has been paid.
3. Those eligible for insurance are persons up to the age of 65 (65<sup>th</sup> birthday). Persons non-eligible for insurance and not insured, despite having paid the premiums, are those who are in permanent need of care and persons who are excluded from participating in everyday life on a lasting basis. For categorization, the person's mental state and objective living circumstances in particular must be taken account of. Persons in need of care are persons who generally require the help and assistance of others to master the daily routines.

**Section § 2: Conclusion and Ending of the Insurance Cover**

1. The application for insurance cover must be made to the policyholder before the start of the trip. After this deadline taking out insurance cover is no longer possible. Upon request, proof of the date of crossing the border must be provided.
2. The insurance cover comes into effect in that the application foreseen by CareMed for this purpose is submitted to CareMed, properly completed in writing or online.



3. The insurance cover must be concluded for the entire period of the stay. It begins on the date indicated in the confirmation of insurance (commencement of insurance), though
  - a) not before the crossing of the border to a foreign country;
  - b) not prior to the end of any waiting periods.
4. The maximum period of insurance cover is two years.
5. In the event of an extension of the period of stay within the maximum insurance period, the originally agreed insurance period can only be extended by a follow-up contract if the application for the follow-up contract has been submitted to (i.e. received by) CareMed before expiry of the original insurance cover and HanseMerkur has explicitly consented to the extension. In the event of such an extension, insurance cover is only provided for claims, illnesses, complaints and the consequences of such, that have newly occurred after the application for extension (date and time of postmark / online application).
6. In cases of persons who fail to satisfy the prerequisites for eligibility for insurance cover, as specified in section § 1, point 2 of these terms and conditions, or in the event of non-compliance of the provisions in accordance with section § 2, points 1-5, no insurance contract can come into effect, even if payment of the premiums is made. If premiums are nevertheless paid for a person not eligible for insurance cover, the sum paid is available to the sender.
7. The insurance cover ends
  - a) at the agreed point in time;
  - b) with the ending of the temporary period of stay of the insured person abroad;
  - c) when the prerequisites for a temporary period of stay abroad no longer apply because the insured person has decided to remain permanently abroad or because the insured person finally returns to his or her home country;
  - d) if the prerequisites determining eligibility for insurance cover no longer apply to the insured person;
  - e) with the termination of the contract by the policyholder. For the insured persons, premature cancellation by the policyholder will only be valid if the insured persons affected by the cancellation have been informed of the cancellation accordingly and the policyholder provides appropriate proof of this. The insured persons affected have the right to continue the insurance contract, provided a future policyholder is named. The statement relating to this must have been received within two months of receipt of the notice of cancellation.

### Section § 3: Area of Application of the Insurance Cover

1. HanseMerkur offers insurance cover within the scope of these conditions for insured persons who are on a temporary journey abroad.
2. An event for which insurance cover is normally provided is not insured if this occurs in the home country of the insured person. The home country in the sense of these contract provisions is the country in which the insured person has his or her permanent place of residence or is the country in which the insured person is required to pay social insurance contributions.
3. Departing from paragraph 2, with respect to insurance contracts with a minimum period of a year, insurance cover will be granted to the insured person even in the event of a brief return to the insured person's home country. The insurance cover provided in the home country is limited, however, to a maximum of 6 weeks for all stays in the home country per insurance year.

### Section § 4: Subject Matter of the Insurance Cover Provided and the Extent of Liability in Respect of Benefits

#### I. In General

1. In accordance with the concluded tariff in keeping with part B of these conditions HanseMerkur provides compensation for insured events that occur acutely during a period of travel.
2. An event covered by the insurance is that of medical treatment required by an insured person due to illness or to the consequences of an accident. The insured event begins with the commencement of required medical treatment and ends at that point in time at which medical findings deem that no further medical treatment is required. If the medical treatment has to be extended to include an illness or accident consequences not causally related to the previously administered treatment, this

constitutes a new event covered by the insurance. Other cases covered by the insurance include

- a) examination and required medical treatment due to pregnancy, unless the patient was already pregnant prior to the commencement of insurance cover;
  - b) death.
3. The extent of the insurance cover provided is specified in the confirmation of insurance, in any separate agreements concluded in writing, in these general terms and conditions of insurance, and in the statutory regulations of the Federal Republic of Germany.
  4. In the Federal Republic of Germany, the insured person may be treated by the licensed doctors and dentists of his/her choice. While abroad, the insured person has the free choice between doctors and dentists legally recognized and registered in the country visited, provided these charge for their services in accordance with the official scale of medical fees for doctors and dentists – if existing – or their fees are in keeping with those normally charged locally.
  5. Medicine, dressings, medical supplies and adjuvants must be prescribed by the attending medical professionals referred to under paragraph 4, and the medicine must be obtained from a pharmacist's. Foodstuff and restoratives, mineral water, disinfectants and cosmetics, dietary and baby food, etc. do not qualify as medicine – even if prescribed as such.
  6. Should in-patient hospital treatment be medically required, the insured person may freely choose from among public and private hospitals which are subject to permanent medical supervision and management, have adequate diagnostic and therapeutic facilities, keep records of clinical histories, and neither offer cures and sanatorium therapy nor accept convalescents.
  7. Within the scope of the contract, the insurance company pays for examination, treatment and medicaments that are widely approved by classical medicine. It also pays for treatment and medicaments that have proven to be just as successful in practice, or are used when no classical methods of treatment or medicaments are available. In such cases, however, the insurance company is entitled to reduce the benefits paid to the level that would have been due had such methods and medicine been available.
  8. Within the limits of the contract, the insurance company pays for transportation and funeral costs in the event that an insured person dies as a result of an event covered by this contract.

#### II. Insurance Year and Waiting Periods

1. The insurance year is held to be the period of twelve months as from the date of commencement of the insurance.
2. Waiting periods are calculated as from the time of commencement of the insurance and, in the case of a follow-up contract, as from the time of commencement of the follow-up contract.
3. The waiting period for delivery is eight months and for non-accident-related dental prostheses six months.

#### III. Costs of Medical Treatment

1. The insurance company reimburses the costs of necessary medical treatment
  - a) during the insured person's stay in Germany within the framework of the valid scale of fees for doctors »Gebührenordnung für Ärzte (GOÄ)« and dentists »Gebührenordnung für Zahnärzte (GOZ)«.
  - b) during a stay outside Germany, provided such costs are within the bounds of what might be described as customary for the region in question.
2. Medical treatment in the sense of these terms and conditions includes:
  - a) medical treatment including pregnancy examinations, pregnancy treatment, provided the pregnancy did not already exist at the start of the insurance or extension contract, and treatment due to miscarriage;
  - b) medical treatment, necessary medical treatment for pregnancy as a result of acute complaints and treatment due to miscarriage, as well as medically required abortions and child delivery up until the end of the 36<sup>th</sup> week of pregnancy (premature birth), even if the insured person was already pregnant at the beginning of the insurance or extension contract, provided no need for such treatment had been established at this point in time;
  - c) medicaments and dressing materials prescribed by a doctor;
  - d) radiation treatment, light therapy and other physical forms of treatment prescribed by a doctor;
  - e) massages, medical packs and inhalation treatment prescribed by a doctor;

- f) medical supplies prescribed by a doctor and necessary for the first time solely as the result of an accident and directly serving to treat the consequences of the accident;
- g) X-ray diagnosis;
- h) urgent in-patient treatment under general nursing care (multiple-bed room) without selective treatment (private medical care);
- i) transport by ambulance to the nearest suitable hospital for in-patient treatment, and to the nearest appropriate treatment point for primary medical care following an accident, and transport back again;
- j) urgent operations which cannot be postponed;
- k) necessary medical rehabilitation;
- l) child delivery – after expiry of waiting period.

### 3. Costs of Dental Treatment

Taking point 1 into account, the insurance company also reimburses costs incurred during the journey for:

- a) all painkilling and preservative dental treatment, including simple fillings, at a rate of 100% of the costs up to an invoice amount of EUR 1,000 per insurance year;
- b) dental prosthesis including measures to restore the functioning of existing dental prosthesis (repairs) at a rate of 50% of the invoice amount up to a maximum total of EUR 2,000 per insurance year.

## IV. Return Transportation, Transportation Costs / Funeral Expenses

The insurance company provides reimbursement – except for periods of stay in the insured person's home country in accordance with section § 4, point 1b) of these terms and conditions:

1. for extra costs associated with medically required and prescribed return transportation from abroad. Return transportation is medically required if no adequate medical care is provided in the country being visited. The costs incurred by a co-insured, accompanying person will be accepted if such accompaniment is seen as being medically necessary, or is ordered by the official authorities or is required by the transporting company.
2. in the event of the death of an insured person, for the additional costs incurred in returning the deceased person to his or her home country, up to a maximum of EUR 25,000.
3. for the costs of a funeral abroad up to the amount that would have been incurred for transportation, though no higher than a maximum of EUR 25,000.

## V. Subsequent Liability

If an illness suffered during the period abroad requires treatment beyond the end of the period of insurance cover, because return is impossible due to the proven inability of the patient to be transported, liability within the limits of this tariff will be continued until such times as the ability to be transported is restored, though for a maximum period of three months only.

### Section § 5: Limitations on Insurance Liability

1. No insurance liability exists
  - a) for treatment abroad constituting the sole reason, or one of the reasons, for embarking on the journey in the first place, and for treatment for which it was clear at the time of commencement of the journey that, assuming everything went according to plan, such treatment would be necessary;
  - b) for illnesses and complaints known to the insured person at the time of conclusion of contract, or of conclusion of a follow-up contract, and their foreseeable consequences, or for the foreseeable consequences of illnesses and accidents of the insured person treated within a period of six months prior to the conclusion of contract;
  - c) for treatment of tuberculosis, diabetes or tumours, or for dialysis, if the illness or the need for treatment was already known at the time of commencement of the insurance;
  - d) for treatment and examinations due to pregnancy, if this was already known at the time of commencement of the insurance, unless the insurance tariff foresees some other procedure;
  - e) for diseases, accidents or death, including the consequences of such, caused by strike action, war, warlike occurrences, nuclear energy or active participation in civil disturbances and not expressly included in the insurance cover;

- f) for illnesses, accidents and their consequences resulting from wilful intent;
  - g) for treatment given in a health resort or sanatorium;
  - h) for rehabilitation treatment, unless the tariff includes such treatment;
  - i) for withdrawal treatment including withdrawal cures;
  - j) for out-patient therapy in a spa or health resort. This limitation does not apply, if the therapy becomes necessary as the result of an accident that happened there. In the event of illness, this limitation does not apply if the insured person's stay in the spa or health resort was for a short period only and was not for curative purposes;
  - k) for treatment by the insured party's spouse, parents or children. Proven material cost will be reimbursed in accordance with the insurance tariff;
  - l) for treatment of persons with whom the insured person lives together within his or her own family or the host family. Proven material cost will be reimbursed in accordance with the insurance tariff;
  - m) for treatment or accommodation due to infirmity, need of care or safe custody;
  - n) for psychoanalytic and psychotherapeutic treatment;
  - o) for immunization measures;
  - p) for precautionary examinations;
  - q) for medical supplies;
  - r) for treatment required because of disorders and damage of the reproductive organs; including sterility, artificial insemination or associated precautionary medical examinations and follow-up treatment;
  - s) for treatment of HIV infections and their consequences;
  - t) for dental prostheses, post crowns, inlays, caps and crowns, orthodontic treatment, implants, occlusal overlays and gnathological measures;
  - u) for suicide, attempted suicide and the consequences;
  - v) for organ donations and the consequences.
2. HanseMerkur is discharged from the obligation to compensate, if:
    - a) the policy-holder or the insured person has wilfully caused the event covered by the insurance;
    - b) the policyholder or the insured person has wilfully attempted to deceive HanseMerkur as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.
  3. If the cost of medical treatment exceeds that of essential medical treatment, the insurance company may reduce its benefits to an appropriate amount.
  4. If a claim for benefits from statutory accident or pension insurance or from statutory medical or accident care exists, the insurance company may deduct the level of statutory benefits due from the insurance benefits due.

### Section § 6 - Obligations and the Consequences of Violation of Such Obligations

1. The insured person is obliged, upon the occurrence of an event covered by the insurance,
  - a) to keep the level of damage as low as possible and to avoid any action that could lead to an unnecessary increase in costs;
  - b) to notify HanseMerkur immediately about the damage;
  - c) to permit HanseMerkur to undertake all reasonable investigations as to the cause of the occurrence and the level of benefits due, to provide all useful information in this connection, to submit original receipts, etc. and, in the event of death, to submit the death certificate;
  - d) to contact HanseMerkur, in the event that in-patient treatment is required, or before commencement of extensive diagnostic and therapeutic measures.
2. The following proof, which will become the insurer's property, must be submitted to HanseMerkur:
  - a) original receipts bearing the name of the person treated, identification of the illness and details as to the type of treatment provided by the attending doctor, and the place and period of treatment. If other insurance cover exists and claims for medical costs have first been made to this other insurance, copies of the invoices indicating the compensation payments made are adequate as proof;
  - b) prescriptions must be submitted together with invoices for treatment, invoices for medicaments and those for adjuvants;

- c) an official death certificate and a medical certificate stating the cause of death, if claims for transportation or funeral costs are to be met;
  - d) proof of the first and last days of any period abroad, if HanseMerkur requests this;
  - e) proof of the first and last days of any visit to the home country, if HanseMerkur requests this;
  - f) proof as to all health insurance contracts with travel insurance cover concluded during the period abroad, if HanseMerkur requests this.
3. At the request of HanseMerkur, the insured person shall be obliged to permit examination by a doctor appointed by HanseMerkur.
  4. Claims of the insured person against third parties or attending medical personnel on the basis of excessive fees shall pass to HanseMerkur, inasmuch as this is legally permissible, to the extent that the latter has settled the relevant invoices. If necessary, the insured person must provide assistance in enforcing such claims.
  5. Legal Consequences of Violation of Obligations  
If the insured person wilfully violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour by the insured person. The onus of proof that gross negligence did not play a role lies with the insured person.

#### Section § 7: Payment of Insurance Benefits

1. One month after notification of the insurer as to the damage incurred, part-payment of the claim amount may be requested for the minimum sum due, on the basis of the facts on hand. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the insured person can be held responsible.
2. Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by the insurer. For traded currencies, the exchange rate of the day is the official exchange rate as stipulated in Frankfurt/Main, whereas for non-traded currencies the rate is as stipulated in »Währungen der Welt« publications of the German Central Bank »Deutsche Bundesbank« in Frankfurt/Main (latest version in each case), unless it can be proven that the foreign currency required for the payment of invoices was purchased at a less favourable exchange rate.
3. Additional costs incurred by the insurer in making necessary transfers abroad or in complying with the request of the insured person that special forms of transfer be used, can be deducted from the benefits due.
4. Insurance claims may neither be assigned nor pledged.
5. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefit was first raised.

#### Section § 8: Indemnification from Other Insurance Contracts

If, in the event of a claim, indemnification can be claimed from another insurance contract, this other contract is to have priority over the current contract. This also applies if, in one of the other insurance contracts, such a subordinate-contract clause has also been agreed to, regardless of when the other insurance contract was concluded. If the event covered by the insurance is first reported to HanseMerkur, it will initially undertake payment and will then contact the other insurer directly for purposes of sharing the costs. HanseMerkur will, however, waive sharing the costs with a private health insurance company if this would be to the disadvantage of the insured person, e.g. loss of premium refund.

#### Section § 9: Offsetting

The policy holder or the insured person can only offset claims of the insurer to the extent that the counterclaim is uncontested, or has been legally established.

#### Section § 10: Declaration of Intent and Notifications

Declarations of intent and notifications intended for the insurer must be submitted in writing. Insurance agents are not authorized to take receipt of these.

#### Section § 11: Applicable Law, Contract Language

German law is applicable, provided this is not prohibited by international law. The contract language is German.

#### Section § 12: Profit-Sharing Component

This insurance does not entail any participatory bonus.

### Terms and Conditions of Insurance for the CareMed Travel Property Insurance of HanseMerkur Reiseversicherung AG VB-RS 2012 (CareMed-Gruppenverträge)

#### A: General Part

(valid for all insurance mentioned in Part B)

#### Section § 1 – Policyholder, Insured Persons and Eligibility for Insurance

1. The insurance contract is a group-insurance contract concluded by the organizer, as the policyholder, and HanseMerkur Reiseversicherung AG, represented by CareMed GmbH, as the insurer.
2. Insured persons are those identified by name in the confirmation of insurance, for whom the agreed premium has been paid.
3. Those eligible for insurance are persons up to the age of 65 (65<sup>th</sup> birthday). Persons non-eligible for insurance and not insured, despite having paid the premiums, are those who are in permanent need of care and persons who are excluded from participating in everyday life on a lasting basis. For categorization, the person's mental state and objective living circumstances in particular must be taken account of. Persons in need of care are persons who generally require the help and assistance of others to master the daily routines.

#### Section § 2 – Conclusion and Ending of the Insurance Cover

The application for insurance cover for the entire period must have been made prior to commencement of the journey. The insurance cover begins on the agreed date and ends on the agreed date, or at the latest with the ending of the insured journey.

#### Section § 3 – Area of Application of Insurance Cover

1. The insurance cover is provided for the contractually agreed area of the insured journey.
2. Drives, walks and stopovers at the insured persons' permanent place of residence are not regarded as a journey.

#### Section § 4 – General Limitations on Insurance Cover, Retained Risk, Grounds for Forfeiture, Limitation Periods for Legal Action, and Other Limitation Periods

1. Insurance cover is not provided for damage due to war, civil war, warlike incidents, civil unrest, strike action, nuclear energy, confiscation, dispossession or other acts of high authority.
2. HanseMerkur will not be obliged to pay benefit if the event covered by the insurance was foreseeable by the insured person at the time of booking of the insurance.
3. HanseMerkur is free of all liability if the insured person has intentionally caused an event covered by the insurance.
4. If an event covered by the insurance occurs as a result of grossly negligent behaviour on the part of the insured person, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour.
5. HanseMerkur is not obliged to pay benefit if the insured person has wilfully attempted to deceive HanseMerkur as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.
6. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefit can first be raised. If a claim has been submitted to HanseMerkur by the insured person, the period of limitation will be delayed until the point in time at which HanseMerkur's decision in the matter is received by the insured person, in writing.

#### Section § 5 – General Obligations and the Consequences of Violation of Such Obligations

1. The insured person is obliged, upon the occurrence of an event covered by the insurance
  - a) to keep the level of damage as low as possible and to avoid any action that could lead to an unnecessary increase in costs;



- b) to permit HanseMerkur to undertake all reasonable investigations as to the cause of the occurrence and the level of benefits due, to provide all useful information in this connection, to submit original receipts, etc. and, in the event of death, to submit the death certificate.
- The insured person shall protect a compensation claim or a right necessary to secure such claim by complying with the formal requirements as well as with the time limits and shall, to the extent necessary, support the insurer in his efforts to enforce the claim.
  - If the insured person violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits, provided the insured person has wilfully violated the obligation. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour by the insured person, the onus of proof for non-applicability of gross negligence resting with the insured person.

**Note.** Please also observe the respective special obligations referred to in the "Special Part" of the individual insurance cover.

#### Section § 6 – Payment of Insurance Benefits

- If HanseMerkur has proof of both the conclusion of an insurance contract and the payment of the premiums, and if the reason for payment of benefit and the amount of such benefit have been established, payment in compensation must be made within 2 weeks. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the insured person can be held responsible.
- One month after notification of the insurer as to the damage incurred, part-payment of the claim amount may be requested for the minimum sum due, on the basis of the facts on hand.
- If, in connection with the claim, the insured person is under investigation by the authorities or if criminal charges have been brought against the insured person, HanseMerkur can delay settlement of the claim until such legal proceedings have been concluded.
- Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate as stipulated in Frankfurt/Main, whereas for non-traded currencies the rate is as stipulated in »Währungen der Welt« publications of the German Central Bank »Deutsche Bundesbank« in Frankfurt/Main (latest version in each case), unless it can be proven that the foreign currency required for the payment of invoices was purchased at a less favourable exchange rate.

#### Section § 7 – Indemnification from Other Insurance Contracts and Claims against Third Parties

- If the insured person has a compensation claim against a third party, this claim passes to HanseMerkur, to the extent that the latter compensates for the damage. Such transfers of claim must not be enforced to the disadvantage of the insured person.
- If the insured person has a compensation claim against a person with whom he or she had lived in the same household at the time of occurrence of the damage, the passing of claim referred to in paragraph 1 cannot be enforced, unless this person caused the damage intentionally.
- If, in the case of an event covered by the insurance, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. This holds even in the event that in the other insurance contract secondary liability has also been agreed on. If the event covered by the insurance is first reported to HanseMerkur, the latter will initially undertake payment.

#### Section § 8 – Offsetting

The insured person can only offset claims of the insurer to the extent that the counterclaim is uncontested, or has been legally established.

#### Section § 9 – Declarations of Intent and Notifications

Declarations of intent and notifications made to the insurer are to be made in writing (letter, fax, e-mail, electronic data medium, etc.).

#### Section § 10 – Applicable Law, Contract Language

German law is applicable, provided this is not prohibited by international law. The contract language is German.

## B: Special Part on the Individual Insurance Cover

(depending on the extent of insurance cover selected)

### Travel Accident Insurance

(only valid if included in the insurance cover selected)

#### Section § 1 – Description of the Insurance Cover

- HanseMerkur pays benefits for travel accidents that lead to the death or to permanent invalidity of the insured person.
- An accident in this sense occurs when the insured person suffers a sudden external influence exerted on his or her body (occurrence of accident) and resulting in unintended damage to the health of the insured person.
- The term accident also covers situations in which, due to increased bodily effort or exertion, a joint of the limbs or spinal column sprains or dislocates, or muscles, tendons, ligaments or capsules are wrenched or torn.

#### Section § 2 – Benefits

The insurance benefits paid in cases of invalidity or death, as well as for rescue measures, can be derived from the contractual agreements. The justification of a claim and the assessment of benefits due are dealt with in the following provisions.

##### I. Invalidity Benefits

- If the accident leads to permanent impairment of physical or mental capabilities (invalidity) of the insured person, this gives rise to a claim for payment from the sum reserved for cases of invalidity. Such invalidity must become apparent within the period of a year of the accident, and must also have been medically confirmed and formally claimed within a further period of three months.
- The level of benefits is determined in accordance with the level of invalidity.

- a) The following stipulated degrees of invalidity apply (to the exclusion of evidence supporting a higher or lower level of invalidity) in cases of loss or functional disability of

an arm at the shoulder joint	70%
an arm to above the elbow	65%
an arm to below the elbow	60%
a hand at the wrist joint	55%
a thumb	20%
an index finger	10%
some other 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 just below the knee	50%
a leg up to the middle of the lower leg	45%
a foot at the ankle joint	40%
a big toe	5%
some other toe	2%
an eye	50%
hearing in one ear	30%
the sense of smell	10%
the sense of taste	5%

- In cases of partial loss or functional impairment of one of these parts of the body or sense organs a corresponding portion of the percentage rate stipulated under "a)", above, will be taken as a basis.
  - If parts of the body or sense organs are affected by the accident, the value of the loss or impaired function of which is not stipulated under "a)" or "b)", the deciding factor shall be the extent to which normal physical or mental capability is impaired, this assessment being restricted solely to consideration of the medical aspects.
  - If several physical or mental functions have been impaired by the accident, the degree of invalidity stipulated for each such instance of impairment under section § 2, point 2 will be added together. A total value exceeding 100 per cent will not, however, be assumed.
- If, as a result of the accident, a physical or mental function that had already been permanently damaged is again affected, a deduction corresponding to the value of this prior invalidity will be made. This is to be assessed on the basis of section § 2, points 2 a) to c).
  - If death occurs within one year of the accident as a result thereof, no claim for invalidity benefit will be recognized.



5. If the insured person dies within one year of the accident for reasons unconnected with the accident, or – irrespective of the cause – more than one year after the accident, and a claim for invalidity benefit based on section § 2, point 1 has been made, benefits will be paid according to the degree of invalidity which would have had to be calculated on the basis of the most recent medical findings.
6. *Multiple benefits as from a degree of invalidity of 26%, applicable for accident insurance based on progressive table of Invalidity (up to 350%)*  
If, excluding the influences of illness and other afflictions, an accident gives rise to permanent impairment of physical or mental functioning to a value of more than 25 per cent, on the basis of assessment according to section § 2, points 2 and 3, the following applies:
- For each percentage point by which the accident-related degree of invalidity exceeds the 25% mark, HanseMerkur will pay an additional 2% from the insurance sum.
  - For each percentage point by which the accident-related degree of invalidity exceeds the 50% mark, HanseMerkur will pay a further additional 2% from the insurance sum.
  - Such additional performance will be limited in each case (i.e. per insured person) to a maximum of EUR 150,000. If the insured person has other active accident insurance policies with HanseMerkur Reiseversicherung AG, the maximum amount shall apply to all insurance contracts taken collectively.

In cases of invalidity these special conditions have the following specific implications:

Benefits paid out of the sum insured (indicated in %)	Benefits paid out of the sum insured (indicated in %)	Degree of invalidity due to accident (indicated in %)	Benefits paid out of the sum insured (indicated in %)	Degree of invalidity due to accident (indicated in %)	Benefits paid out of the sum insured (indicated in %)	Benefits paid out of the sum insured (indicated in %)	Benefits paid out of the sum insured (indicated in %)
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

## II. Benefit Paid in the Event of Death

If the accident leads to the death of the insured person within one year, the beneficiaries are entitled to benefit payments as specified for cases of death. For assertion of such claims, reference is made to section § 5, point 5.

## III. Rescue Costs, etc.

- If the insured person has met with an accident that is covered by the insurance contract, HanseMerkur will reimburse the necessary costs incurred – up to the contractually stipulated amount – for

- the search, rescue and recovery measures undertaken by public or private rescue services, provided it is customary to invoice such fees;
- transport of the injured person to the nearest hospital or to a special clinic, if medically required and prescribed by a doctor;
- additional costs for the return of the injured person to his or her permanent place of residence, provided these additional costs result from medical prescriptions or are unavoidable because of the type of injuries incurred;
- in the event of death, transportation to the last place of permanent residence.

- If the insured person is faced with costs such as those referred to under "1.a)", although no accident actually occurred but had nevertheless seemed imminent, or at least probable, in the given circumstances, HanseMerkur will accept liability for such costs.
- If another entity, accepting liability for damages, pays for such damages, the claim for reimbursement by HanseMerkur can only be made with respect to the remaining costs. If another entity presumably liable for the damages contests its obligation to pay, the insured person may assert his/her claims for damages against HanseMerkur directly.
- If the insured person is covered by several accident insurance policies with HanseMerkur, insured rescue and recovery cost can only be claimed from one of these contracts.

## Section § 3 – Due Date of Benefits

- Once HanseMerkur has received the documents that the insured person is required to submit as evidence in reconstructing both the circumstances and the consequences of the accident, as well as for verification of completion of the medical treatment (a prerequisite for assessment of the degree of invalidity), HanseMerkur must declare within one month – or within three months, in cases of an invalidity claim – whether and to what extent it will recognize a claim. Medical fees incurred by the insured person for purposes of justifying the claim for benefits will be accepted by HanseMerkur to a maximum value of 1 thousandth of the insured amount.
- If HanseMerkur accepts the claim or if the insured person and HanseMerkur reach agreement as to reason(s) and amount, HanseMerkur will then pay the benefit sum within two weeks. Before completion of the medical treatment, no claim for invalidity benefit can be made within a year of the accident.
- If initially the obligation to pay benefit has only been established with respect to the reason(s), HanseMerkur will nevertheless make reasonable advance payments at the request of the insured person.
- Both the insured person and HanseMerkur are entitled to have the degree of invalidity medically certified once a year, this for a maximum period of three years after the occurrence of the accident. This right must be exercised by HanseMerkur by means of declaration in accordance with section § 3, point 1, and by the insured person within one month of receipt of this declaration. If the final assessment results in a higher invalidity benefit than that already paid by HanseMerkur, the additional amount will be paid subject to added interest at a rate of 5% per annum.

## Section § 4 – Limitation of Insurance Cover

### I. Persons Not Eligible for Insurance

Persons not eligible for insurance cover, even though they pay the premiums, are persons in permanent need of care, and persons who are mentally ill. Persons in need of care are persons who generally require the help and assistance of others to master the daily routines. The insurance cover expires as soon as an insured person becomes no longer eligible for insurance, in terms of sentence one above.

### II. Accidents and Injury to Health Not Covered by the Insurance

The following accidents, etc., are not covered by the Insurance.

- Accidents directly or indirectly caused by acts of war or by civil disorder, in connection with which the insured person has taken part on the side of the instigators.
- Accidents resulting from mental disorders or disturbed states of consciousness, including drunkenness, or due to stroke, epileptic seizures or other convulsions affecting the whole body of the insured person.
- Accidents suffered by the insured person as a consequence of his or her wilful commitment, or attempted commitment of a criminal offence.

4. Accidents suffered by the insured person, that are causally associated with the use of an aircraft. Insurance cover nevertheless exists as the passenger of an airline.
5. Accidents suffered by the insured person while parachuting.
6. Accidents suffered by the insured person as the driver, navigator or a passenger of a motorized vehicle participating in motor events, including related training runs, geared to maximizing speed.
7. Accidents suffered by the insured person while at work. Commercial activities, office, teaching and administrative activities and professional activities engaged in by travel guides are nevertheless covered by the insurance.
8. Damage to the health of the insured person caused by radiation, medical treatment or surgery, infection or poisoning, except when such causes are a consequence of the accident.
9. An abdominal hernia. Insurance cover is provided, however, if the said condition is caused by a violent, external influence of the sort covered by the terms and conditions of this contract.
10. Damage to intervertebral discs, bleeding of internal organs or cerebral haemorrhage. Insurance cover is provided, however, if the main cause for the aforementioned conditions is an accident pursuant to section § 1, point 3.
11. Pathological disturbances caused by psychological or emotional reactions, regardless of their origins.

### III. Involvement of Illnesses or Afflictions

If illness or affliction has contributed towards the damage suffered by the insured person's health, or to consequences arising therefrom, the benefit payment will be reduced to reflect the significance of the illness or affliction, provided its contribution is held to account for at least 25%.

### Section § 5 – Special Obligations Following the Occurrence of an Accident

(Supplement to the General Obligations Cited in the General Part)

1. The insured person must consult a physician immediately after having had an accident for which benefit may presumably be claimed. The insured person must follow the medical advice received and must also make efforts to minimize the consequences of the accident.
2. The accident report form supplied by HanseMerkur must be answered truthfully and returned immediately to HanseMerkur.
3. The insured person must permit the doctors appointed by HanseMerkur to examine him/her. The necessary costs, including any resulting loss of earnings, will be borne by HanseMerkur.
4. The doctors, treating or examining the insured person (even for other reasons), other insurers, insurance carriers and public authorities must be authorized to disclose all information required.
5. If the accident results in death, HanseMerkur must be informed of this within 48 hours, even if it has already been informed about the accident itself. HanseMerkur must be given the right to have an autopsy undertaken by a doctor commissioned by it.
6. The legal consequences of any violation of these requirements are stipulated in section § 5, point 2 of the General Part.

### Travel Liability Insurance

(only valid if included in the insurance cover selected)

#### Section § 1 – Description of the Insurance Cover

1. HanseMerkur offers the insured person insurance cover for the travelling period for cases of damage involving the death, injury or loss of health of persons (personal injury) or the damage or loss of property (material damage) for which a claim is made by a third party against the insured person **on the basis of personal liability legislation**.
2. The insurance cover applies to the statutory liability of the insured person, acting in a private capacity, and relates to the liability risks of everyday life faced while travelling, particularly:
  - a) as the head of a family or household (e.g. as arising from the legal obligation to supervise minors);
  - b) as a cyclist (non-power-driven bicycle);
  - c) as arising from participation in sport (with the exception of the types of sport referred to in section § 3, point 3);

- d) as a rider or driver of unfamiliar horses and carriages for private purposes (liability claims raised by the keeper or owner of the animals against the insured person and/or the policyholder are not covered by the insurance);
- e) in connection with the possession and use of model aircraft, unmanned balloons and kites that have neither a motor nor another form of inbuilt propellant, the flight weight of which does not exceed 5 kg and for which no compulsory insurance is required;
- f) in connection with the possession and use of self-owned, borrowed or hired rowing boats and pedal boats, as well as non-self-owned sailing boats that are neither driven by a motor (including an outboard motor) nor by another form of inbuilt propellant and for which no compulsory insurance is required;
- g) in connection with the ownership, possession, keeping or use of self-owned or borrowed surfboards for sporting purposes; an exception, however, is the statutory liability of the insured person associated with rental, hire or lending to a third party;
- h) in connection with damage to hired or rented property in rooms within buildings temporarily rented for private purposes as travelling accommodation (e.g. hotel rooms and pensions, holiday apartments and bungalows), as well as to rooms the use of which is associated and permissible with the foreseen accommodation (e.g. dining rooms, shared bathrooms). The cover sum for damage to hired or rented property amounts to EUR 25,000 per occurrence of damage. The total performance provided by HanseMerkur for all occurrences of damage to hired or rented property within the insured period is limited to twice the above-mentioned cover sum. The insured person must bear 20% of the compensation payment, and at least EUR 50. The following liability claims, however, are **excluded**:
  - damage to mobile items such as pictures and paintings, furniture, television sets, crockery, etc., damage due to use, wear and tear and excessive utilization.
  - damage to heating systems, machinery, boilers and water-heating equipment, as well as to electrical and gas devices;
  - recourse liability falling under waiver of recourse in agreement with the fire insurer for cases of damage spreading.

#### Section § 2 – Benefits

1. The obligation to pay benefits requires HanseMerkur to examine the question of liability, to reject incorrect claims and to remunerate the insured person for compensation payments made by the latter on the basis of an accepted or authorized acknowledgement by HanseMerkur, or a settlement negotiated or approved by HanseMerkur, or a court decision. If, in the course of criminal proceedings relating to an occurrence of damage that can lead to a liability claim covered by the terms of the insurance, the appointment of a solicitor for the insured person is requested or approved by HanseMerkur, HanseMerkur shall bear the standard fees of this solicitor, as well as any additional lawyer's costs specially agreed to.

If the insured person is legally obliged to pay a deposit relating to a pension due in respect of the occurrence of an event covered by the insurance, or if enforcement by the court can be avoided by the payment of a deposit or the provision of security, HanseMerkur must pay the deposit or provide the required security on behalf of the insured person.

2. The benefits due for payment by HanseMerkur represent, for the given contractually agreed insurance sum, the maximum payable for each occurrence of damage. Several cases of damage occurring at more or less the same time and having the same cause are regarded as a single case of damage.
3. If, in the context of an event covered by the insurance, a legal dispute as to the claim arises between the insured person and the injured party or the successors of the latter, HanseMerkur will pursue the lawsuit in the name of the insured person. The related costs incurred will also be borne by HanseMerkur.
4. The expenditure incurred by HanseMerkur as costs will not be charged to the benefits due from the insurance sum (see, however, point 5).
5. If the liability claim exceeds the insured amount, HanseMerkur will only be required to pay the legal costs in proportion to the insured amount (i.e. with respect to the total amount of the claim). This also

applies in the case of several lawsuits arising from a single occurrence of damage. In such cases, HanseMerkur is entitled to release itself from further obligations in this respect by paying the insured amount and the appropriate share of the costs (in relation to the insured amount) incurred up to that point.

6. If the insured person has to pay a pension to the claimant and the capital value of the pension exceeds the insured amount or the sum remaining from this amount after all other benefits paid for the event covered by the insurance have been deducted, the pension to be paid will be reimbursed by the insurer only in proportion to the insured amount, or the remaining sum to the capital value of the pension. In calculating the pension payments the corresponding regulation of the decree on insurance cover in the motor vehicle liability insurance applies in its valid version at the time of the occurrence of the event covered by the insurance. In calculating the amount with which the policyholder must participate in the current pension payments if the capital value of the pension exceeds the insurance sum or the remaining insurance sum after deduction of other benefits, the other benefits are written off from the insurance sum to their full amounts.

### Section § 3 – Exclusions

Insurance cover is not provided for:

1. personal liability claims which exceed the personal liability limits stipulated by law and are applicable to the insured person;
2. claims involving salaries, pensions, wages and other fixed income, food, medical treatment for a handicap affecting one's work, claims to welfare entitlements or claims arising from legislation associated with civil unrest;
3. personal liability claims arising from participation in horse racing, bike racing and motor vehicle racing, boxing or wrestling matches, martial arts such as judo, kung-fu and the like, or any form of preparation (training) for such activities;
4. personal liability claims resulting from damage to another person's property which the insured person has rented, leased, borrowed or has acquired unlawfully or which is subject to a special safekeeping agreement (with the exception of the situations listed under § 1, Point 2 b);
5. personal liability claims resulting from environmental damage to soil, air or water (including lakes and rivers) and all further damage resulting therefrom;
6. personal liability claims
  - a) for damage suffered by relatives of the insured person who live in the same household. Relatives of the insured person are the spouse, parents, children, adoptive parents and adopted children, parents-in-law, sons-in-law and daughters-in-law, step-parents and step-children, grandparents and grandchildren, siblings as well as foster parents and children (persons who, due to a lasting and family-like relationship, have become as close as parents and children);
  - b) between several persons insured under the same insurance contract, as well as between the policyholder and the insured persons of one and the same insurance contract;
  - c) between several persons who have jointly booked a journey and undertake this journey together.
7. personal liability claims for damage resulting from the transmission of an illness contracted by the insured person;
8. the personal liability of the owner, holder or driver of a motor vehicle, aircraft or water vehicle (except for the water vehicles listed under section § 1, points 2 g and h) arising from damage caused through use of the vehicle;
9. liability as the owner, holder or keeper of animals, as well as personal liability when hunting. However, the insurance cover for animal keepers as stipulated under section § 1, point 2 e remains unaffected by this exclusion;
10. personal liability arising from discharging a job, a service or an office (including an honorary post) or activities on behalf of organizations of all kinds;
11. personal liability of the insured person arising from hiring out or lending items to third parties;
12. liability claims based on damage arising from the use of weapons of all sorts.

### Section § 4 – Special Obligations and Procedures Following the Occurrence of an Event Covered by the Insurance

(Supplement to the General Obligations listed in the General Part)

1. An event covered by the insurance in terms of this contract is an occurrence of damage which can result in personal liability claims being made against the insured person.
2. If preliminary proceedings are launched or a court order or default summons is issued, the insured person must notify the insurer of this immediately, even if the insurer has already been given notification of the event covered by the insurance. If court proceedings are initiated against the insured person or if legal aid is applied for or if third party notice is given, the insured person must notify the insurer of this immediately. The same applies in the event of arrest, a temporary injunction or the instigation of proceedings to secure evidence.
3. The insured person is obliged, while observing the advice given by the insurer, to do everything within his or her power to avert the damage and to reduce the level of damage, as well as to assist in clarifying the case of damage, provided this does not involve unreasonable expectations. The insured person must assist the insurer in averting the damage and must support the insurer's efforts to investigate and to regulate the damage, submit comprehensive and accurate damage reports, inform the insurer of all circumstances of relevance to the damage event, and submit all written documents deemed by the insurer to be important in evaluating the damage event.
4. If the liability claim is taken to court, the insured person must permit the insurer to undertake the proceedings, must grant the solicitor appointed or identified by the insurer power of attorney and must supply the solicitor with all information considered necessary by the solicitor or by the insurer. The insured person must lodge appeals against default summons or orders for compensation issued by administrative authorities within the given deadline, and must lodge any other appeal measures necessary, without waiting for such instructions from the insurer
5. If, due to changes in circumstances, the insured person is entitled to demand the revocation or reduction of a pension to be paid, the insured person must permit the insurer to exercise this right in his or her name. The regulations specified under points 3 and 4, apply in this context accordingly.
6. The insurer will be considered authorized, in the name of the insured person, to make any statements which it regards as expedient in terms of settling or averting a claim.
7. The legal consequences of any violation of these requirements are stipulated in section § 5, point 2 of the General Part of these terms and conditions.

### Emergency Insurance

(only valid if included in the insurance cover selected)

### Section § 1 – Subject Matter of the Insurance Cover Provided and the Extent of Liability in Respect of Benefits

1. In Cases of Illness and Accident
  - a) If the insured person suffers an accident and must as a consequence be searched for, rescued or recovered, HanseMerkur will refund the costs involved up to EUR 5,000.
  - b) HanseMerkur will reimburse – except in cases of interruption to foreign travel – the additional costs for the return transportation of an insured person to the nearest-lying appropriate hospital at the place of residence of the insured person, provided the return transportation has been prescribed by the attending foreign doctor and is medically both desirable and justifiable. The decision as to whether return transportation is medically desirable and justifiable is made by a doctor advising the insurer, in agreement with the attending foreign doctor.
2. In Cases of In-Patient Hospital Treatment
 

If it is clear that the insured person will have to spend more than 5 days in hospital, HanseMerkur will arrange, upon request, the journey of a person close to the insured person to the place of the hospital, and from there back again to the place of residence, paying for the resulting transport costs of the journey there and back. A prerequisite here, however, is that the insured person's period of stay in hospital has not yet ended by the time of arrival of the person close to the insured person.
3. Transfer Costs or Burial Costs



If the insured person dies during the journey, HanseMerkur will, at the request of the relatives, arrange for burial abroad or for the transfer of the deceased person's remains to the place of burial and will pay for the costs incurred.

4. **Loss of Travellers' Means of Payment:**

If the insured person experiences severe financial difficulties as a result of the loss of travellers' means of payment due to theft, burglary or other means, HanseMerkur arranges contact with the insured person's principal bank via its emergency-call service. If necessary, HanseMerkur will assist in transferring funds released by the principal bank to the insured person. Should contact to the principal bank within 24 hours prove impossible, HanseMerkur will provide the insured person with a loan, via its emergency-call service, subject to submission of a copy of the insured person's identity card or passport, up to a maximum value of EUR 1,500. This loan must be repaid to HanseMerkur as a single sum within a month of the end of the journey.

**Section § 2 – Special Obligations after Occurrence of the Insured Case of Damage**

(Supplement to the General Obligations Listed in the General Part)

1. The policyholder or the insured person is obliged to report the occurrence of an event covered by the insurance, submitting the proof of the insurance and the booking documents in the original, plus
  - a) in the event of illness, serious accident, pregnancy, allergic reaction to vaccination or breakage of a prosthesis, an appropriate local doctor's certificate including diagnosis,
  - b) in the event of psychiatric illness, an appropriate medical certificate from a local specialist for psychiatry,
 to provide verification and to submit original receipts for all of the costs incurred.
2. HanseMerkur is to be permitted to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate. At the demand of HanseMerkur, certificates of inability to work and specialist medical certificates must be submitted.
3. The legal consequences of any violation of these requirements are stipulated in section § 6, point 2 of the General Part.

**Emergency Return-Journey Insurance**

(only valid if included in the insurance cover selected)

**Section § 1 – Description of the Insurance Cover Provided and the Extent of Liability in Respect of Benefits**

1. The emergency return-journey insurance applies only to insured persons of the Premium tariff, or in as much as it has been explicitly agreed on.
2. For an insured person abroad, the insurer provides compensation, in the context of these provisions, for an emergency return journey home.

**Section § 2 – Benefits**

1. **Emergency Return Journey**

The insurer accepts costs of up to a maximum of EUR 1,000 per insurance year for:

- a) an unscheduled return journey by the insured person to his or her home country by standard transfer, e.g. by rail (2<sup>nd</sup> class) or by an inexpensive flight ticket (tourist class) in cases of severe illness, life-endangering accident injury, or the death of a parent or of a sibling, provided the severe illness or the accident involving a parent or sibling first appeared or took place after the arrival of the insured person in the host country, after medical confirmation, and provided the original ticket can neither be used nor rebooked;
- b) the return journey of the insured person to the host country, following an emergency journey home, by standard transfer, e.g. by rail (2<sup>nd</sup> class) or an inexpensive flight ticket (tourist class), provided there are still more than 30 days to the originally planned return journey from the host country, or if the insured person has to return to the host country for an examination essential to further schooling. The costs of the final homebound journey will be met by HanseMerkur if the return ticket was used or rebooked for the emergency return journey.

2. **Hospital Visit**

If it is clear that the insured person will have to spend more than 14 days in hospital, HanseMerkur will arrange, at the request of the insured person, a one-time journey to the place of the hospital for a person close to the insured person, and from there back again to the place of residence, and will accept the resulting transport costs incurred for the journey there and back (economy class). A prerequisite here, however, is that the insured person's period of stay in hospital has not yet ended at the time of arrival of the person close to the insured person.

**Section § 3 – Special Obligations after Occurrence of the Insured Case of Damage**

(Supplement to the General Obligations Listed in the General Part)

1. The insured person, or a person appointed by him or her, must contact the emergency headquarters or else HanseMerkur Reiseversicherung AG directly, whether by telephone or by some other means, at the time of the event covered by the insurance.
2. In the event of an emergency return journey the following are required:
  - a) a medical certificate issued by the doctor involved or consulted, this providing details as to
    - the diagnosis;
    - the severity of the illness, or relating to the life-endangerment of the consequences of the accident;
    - the time (date) at which the accident happened, or at which the severe illness was first diagnosed;
    - the time at which the patient first had to reckon with the onset of the severe illness;
  - b) in cases of death, a copy of the death certificate;
  - c) proof that a rebooking of the ticket for the originally planned return journey was not possible;
  - d) proof of the most favourably priced return-travel option;
  - e) proof (in the original) as to the acquisition and payment of the travel tickets;
  - f) any additionally requested receipts and pertinent information.
3. In the event of a return to the host country in accordance with section § 2, paragraph 2 b of these provisions, in addition to the receipts required under "b)", proof must also be provided that more than 30 days still remain until the originally planned return journey to the host country, or that the insured person must return to the host country in order to take an examination essential to further schooling.
4. The legal consequences of any violation of these requirements are stipulated in section § 5, point 2 of the General Part.

**Luggage Insurance**

(only valid if included in the insurance cover selected)

**Section § 1 – Description of the Insurance Cover**

Insurance cover is provided

1. for luggage checked-in / handed over to others for safekeeping (with the exception of the articles listed under section § 2, point 4), should such luggage be lost, destroyed or damaged while in the safekeeping of a transfer/transport company, an accommodation business or a left-luggage office;
2. when luggage is not delivered on time by a transfer/transport company (with the exception of the articles listed under section § 2, point 4), i.e. fails to arrive at the specified destination on the same day as the insured person (delay in delivery), for proof of necessary expenditure on substitute purchases, up to the reimbursement limit, in accordance with section § 5, point 2;
3. during the remaining period of the journey if luggage is lost, destroyed or damaged as a result of
  - a) the criminal behaviour of a third party, including theft, burglary, robbery, robbery under threat and deliberate damage to property;
  - b) a transport accident (e.g. a traffic accident);
  - c) fire, lightning, explosion, storm, flooding, landslides, earthquakes, avalanches.

**Section § 2 – Insured Goods**

1. The insured person's luggage is insured within the framework of the agreed insurance sum as well as of the special reimbursement limit in accordance with section § 5, point 2.
2. The term "luggage" is taken as referring to goods for one's personal travelling requirements that are taken along on the journey, as well as presents and souvenirs purchased during the journey. Articles



- that are usually only taken along for business purposes or such articles purchased during the journey are not insured.
3. Sports apparatus and accessories (though not motors) are only insured when they are not in use in accordance with the instructions given for use.
  4. Valuables such as furs, jewellery, artefacts made of precious metal, photographic equipment, film equipment, portable video systems and game consoles, in each case with their accessories, mobile telephones (though not car telephones) with accessories, portable DVD players, in each case with accessories, and laptops with accessories, but without software, are only insured within the framework of the reimbursement limits in accordance with section § 5, point 2, and even then only if they are
    - worn and used as intended, or
    - are in personal safekeeping **and** are kept secure at all times, or
    - are in a properly closed room within a building or on a passenger ship; jewellery and articles made of precious metals, however, only if they are also in a locked container that provides increased security, even against the removal of the container itself.

### Section § 3 – Benefits

In the case of the insured occurrence of damage HanseMerkur will pay benefits, within the framework of the agreed insurance sum as well as of the special reimbursement limits in accordance with section § 5, for

1. destroyed or lost articles, at their insured value at the time of the occurrence of damage;
2. damaged articles capable of repair, compensating for the necessary repair costs and any lasting loss in value, though only up to a maximum value equivalent to that of the insured value;
3. films, image carriers, sound and data carriers, at their material value;
4. the re-issue of identity cards, passports, driving licences and other identity papers, at the official charges.

### Section § 4 – Insured Value / Insurance Sum

1. The insured value is the amount generally required to procure a new specimen of the same type and quality at the insured person's place of residence, less an appropriate sum (fair value) reflecting the state of the insured article (age, wear, usage, etc.).
2. HanseMerkur pays, for each insured occurrence of damage, maximum benefit
  - a) up to the agreed insurance sum;
  - b) up to the reimbursement limits stipulated in section § 5, point 2, or as additionally agreed.

### Section § 5 – Uninsured Damage and Goods / Reimbursement Limits

1. No cover is provided for
  - a) damage incurred due to the loss, leaving lying, leaving standing or leaving hanging of items;
  - b) damage caused by natural or faulty characteristics of the insured item, wear or tear;
  - c) consequential financial loss;
  - d) cash, cheques, cheque cards, credit cards, telephone cards, securities, travelling tickets, deeds, certificates and documents of all sorts, items with a predominant artistic value, or collectors' items, gold used in dentistry, prostheses of all sorts, electronic data-processing systems of whatever sort (except for audio players and laptops) including accessories and software, firearms of all sorts including accessories, land vehicles, aircraft and watercraft, hang gliders, gliders, parachutes, in each case with accessories.
2. Limited benefit is paid for
  - a) damage to furs, to pieces of jewellery, to items made of precious metal and to photographic equipment, film apparatus and portable video systems, in each case with accessories, as well as to laptops with accessories, though without software. Such damage can be reimbursed to a total maximum value of 50% of the insurance sum, per occurrence of damage insured;

- b) damage to presents and souvenirs purchased during the journey. Such damage can be reimbursed up to a maximum value of EUR 300 per occurrence of damage insured;
  - c) for damage caused by delay in delivery (section § 1, point 2). In this case proven costs for necessary replacement purchases can be reimbursed up to a maximum of EUR 500 per occurrence of damage insured;
  - d) for damage to glasses, contact lenses, hearing aids and mobile phones (though car phones are not insured), in each case with accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured;
  - e) damage to golfing equipment and (scuba-)diving equipment, as well as to bicycles, in each case with accessories. Unless otherwise agreed, such damage can be reimbursed up to a maximum value of EUR 500 per occurrence of damage insured;
  - f) damage to surfboards and windsurfing equipment, in each case with accessories. Such damage can be reimbursed up to a maximum of EUR 500 per occurrence of damage insured;
  - g) damage to musical instruments and accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured, provided the musical instruments have been taken along for private purposes only;
  - h) damage to audio players (e.g. MP3 players) and portable DVD players, in each case including accessories. Such damage can be reimbursed up to a maximum of EUR 250 per occurrence of damage insured.
3. Limitations on the Insurance Cover as Applicable to Motor Vehicles and Water-Sports Vehicles
    - a) Insurance cover for damage to luggage in unsupervised motor vehicles / trailers / water-sports vehicles caused by the criminal acts of third parties only exists to the extent that the luggage could not be seen from outside and was in a closed interior environment or boot secured by a lock (in the case of a water-sports vehicle in a cabin or a packing box) or in luggage boxes soundly attached to the vehicle.
    - b) HanseMerkur makes reimbursement only if it can be proven that the damage occurred during the daytime between 6.00 a.m. and 10.00 p.m., or during a break in a journey of no more than 2 hours.
    - c) Items in unsupervised motor vehicles / trailers / water-sport vehicles **not** insured are furs, jewellery, artefacts made of precious metal, photographic equipment, filming equipment and portable video systems, as well as mobile phones, in each case with accessories.
    - d) Supervision implies the permanent presence of an insured person, or of a person entrusted by the insured person, in the direct vicinity of the item to be secured – though not, for example, the surveillance of an open area or port, etc., that is generally used.
  4. Limitations on Insurance Cover Provided in Connection with Camping
    - a) Insurance cover for damage to luggage while camping, as a result of criminal acts of third parties, is only provided on **official camping places** (run by public authorities, associations or private companies).
    - b) If items are left **unsupervised** (point 3a) in a tent, insurance cover is only provided for damage caused by the criminal acts of third parties if it can be proven that the damage occurred during the daytime, between 6.00 a.m. and 10.00 p.m., and that the tent was closed.
    - c) Furs, jewellery, items made of precious metal, photographic equipment, filming equipment and portable video systems, mobile phones, watches, optical devices, radio and TV apparatus, sound-recording and playback devices, in each case with accessories, are not insured if in an unsupervised tent. These items are only insured, within the framework of any reimbursement limits, if they
      - are in personal safekeeping and are kept secure at all times, or
      - have been handed over to the camping-place management for safekeeping, or
      - were in a caravan / mobile home that was properly secured by a lock or in a fully enclosed and locked motor vehicle in which they could not be seen from outside, in an official camping place.

**Section § 6 – Special Obligations Following the Occurrence of Damage Covered by the Insurance**

(Supplement to the General Obligations listed in the General Part)

The policyholder or the insured person is obliged,

1. to provide proof of the occurrence of the insured event by submitting evidence of the insurance and booking documents in the original;
2. to enforce compensation claims against a third party (e.g. a transfer/transport company, an accommodation business, left-luggage office) punctually and in the correct form;
3. at the request of HanseMerkur, to submit a list of all of the items still present at the time of occurrence of damage;
4. to notify the transfer/transport company / accommodation business / luggage-supervision company immediately as to damage to the checked-in / otherwise supervised luggage in accordance with section § 1, point 1, as well as damage due to non-punctual delivery in accordance with section § 1, point 2, and to have this confirmed in writing. Such confirmation must be submitted to HanseMerkur. In the event of non-recognizable damage, the respective company is to be informed immediately after discovery of the damage and, observing the deadline for complaints, is to be requested – within seven days at the latest – to inspect and confirm the damage;

5. to report damage caused by criminal acts of a third party in accordance with section § 1, point 3a and fire damage in accordance with section § 1, point 3c **immediately** to the responsible police department, submitting a complete list of all items damaged, and to have this confirmed in writing. The list of damaged items to be submitted to the police should be prepared as an itemized list providing details as to the respective times of purchase, as well as to the purchase price of the individual items. The complete police record is to be submitted to HanseMerkur;
6. to also submit such a list of all of the damaged items, in accordance with point 5, to HanseMerkur. Should the list submitted to the police differ from the list submitted to HanseMerkur, benefit payments in the event of reimbursement will only be made for insured items reported to the police as having been lost or damaged.
7. The legal consequences of any violation of these requirements are stipulated in section § 5, point 2 of the General Part.

**Note according to Federal Data Protection Act**

We would like to inform you hereby that in case of conclusion of contract or in case of a claim, data will be saved and forwarded to associations of insurance business as well as to reinsurer if applicable. It will only be done if necessary for proper enforcement of contractual relations. Regulations of the Federal Data Protection Act will remain unaffected. The address of each receiver of data will be given on request.

**Contact**

**CareMed Assist 24-hour-emergency hotline  
+49 (0)228-55549-22**

**Claims Office 1**

for cases that occur in the USA and Canada

MedCare International, Inc.

12480 West Atlantic Boulevard Suite 2

Coral Springs, FL 33071, USA

Attention to Mrs Lacroix / Mrs Schmidt

**Phone: 1-800 397 9905 (toll-free number)**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

**CareMed International Sales Office**

CareMed GmbH

Budapester Str. 4

53111 Bonn, Germany

Phone: +49 (0)228-55 54 90 0

Fax: +49 (0)228-55 54 90 75

E-mail: [info@caremed-travel.com](mailto:info@caremed-travel.com)

**Claims Office 2**

for cases that occur worldwide except in the USA and Canada

HanseMerkur Reiseversicherung AG (legal form: public company)

Abtlg. RLK 4/CareMed Claims

Siegfried-Wedells-Platz 1

20354 Hamburg, Germany

**Phone: +49 (0)40-4119-2300**

**E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)**

**CareMed Office**

CareMed USA

1 High Ridge Park

Stamford, CT 06905

USA

**HanseMerkur**   
Reiseversicherung AG

## Medical Claim Form

Your personal data		
Last name:	First name:	
Date of birth (DD/MM/YY):	Gender:	
Date of departure from home country*:		
*please add travel receipts for proof of departure, e.g. plane or train ticket or separate written statement		
Insurance period from _____ to _____	Renewal period from _____ to _____	
Address in home country	Address in country of destination	
Street:	c/o:	
City, ZIP code:	Street:	
State:	City, ZIP code:	
Country:	State:	
Phone number:	Country:	
E-mail address:	Phone number:	
Your medical treatment		
Type of illness or accident:		
Has this illness/accident occurred or has been treated prior to start of travel?    yes <input type="checkbox"/> no <input type="checkbox"/>		
If yes, when?		
In case of an accident :                      own responsibility <input type="checkbox"/> caused by a third party <input type="checkbox"/>		
Is there currently insurance cover through another health insurance provider (e.g. credit card)?		
If yes, which insurance?		
Number of enclosed documents:		
Reimbursement		
<b>Payments are possible only by bank transfer.</b>		
Have you already paid the doctor's bill?    yes <input type="checkbox"/> no <input type="checkbox"/>		
If no, payment will be made directly to the doctor/hospital:		
Name of attending doctor/hospital:		
Address of attending doctor/hospital:		
If yes, you will receive reimbursement by wire transfer to the below account:		
Account holder:		
Name of bank:		
Address & country of bank:		
SWIFT/BIC (please indicate in any case):		
IBAN (please indicate in any case):		
Claim documents		
<b>Send completed and signed claim form as well as original invoices, documents and available medical reports to our claims office.</b>  INCOMPLETE OR WRONG INFORMATION MAY CAUSE A DELAY IN CLAIM PROCESSING.	<b>Contact claims office 1</b> for cases that occur in the USA and Canada MedCare International, Inc. 12480 West Atlantic Boulevard Suite 2 Coral Springs, FL 33071, USA Attention to Mrs Lacroix / Mrs Schmidt <b>Phone: 1-800 397 9905 (toll-free number)</b> <b>E-mail: <a href="mailto:CareMedClaims@hansemerkur.de">CareMedClaims@hansemerkur.de</a></b>	<b>Contact claims office 2</b> HanseMerkur Reiseversicherung Abtlg. RLK 4/CareMed Claims Siegfried-Wedells-Platz 1 20354 Hamburg Germany <b>Phone: +49(0)40-4119-2300</b> <b>E-mail: <a href="mailto:CareMedClaims@hansemerkur.de">CareMedClaims@hansemerkur.de</a></b>
	I hereby authorize any hospital, physician or other person who has attended or examined me, including those in my home country to furnish to the Assistance Center, or its representative, any and all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical reports. A photostatic copy of this authorization shall be considered as effective and valid as the original.	
Date	Signature of insured	