

HanseMerkur Reiseversicherung AG's insurance terms and conditions for travel insurances

(Short name: VB-UR 2007 RS)

A: General section valid for all insurances listed in Section B

§ 1 - Insured persons

Insurance cover extends to the persons specified by name in the policy or in the travel documents issued by the travel agent or to the group of people specified in the policy provided the insurance premium has been paid.

§ 2 - Scope, completion, beginning and end of insurance cover

Insurance cover

- is granted for the region or country of the insured journey specified in the policy;
- must be arranged before commencement of the journey and for its entire duration; with regard to the travel cancellation cost insurance for the entire duration up to the commencement of the journey;
- with regard to the travel cancellation, cost insurance begins upon payment of the premium, with regard to any other insurance policies insurance cover begins upon the commencement of the journey provided the insurance premium has been paid and no other regulations have been agreed in Section B. The journey is regarded as commenced if with regard to package, module or individual tours the first leg of travel has been taken up on the whole or in parts irrespective of the number of service providers;
- with regard to the travel cancellation insurance ends upon commencement of the journey and with regard to any other insurance policies on the agreed date and at the latest with the completion of the insured journey;
- is extended beyond the agreed period if the intended completion of the journey is delayed due to reasons, which lie outside the responsibility of the insured person.

§ 3 - General limitation of insurance cover

Insurance cover is not granted for damages resulting from war, civil war, war-like events, civil unrest, industrial action, nuclear energy, confiscation, withdrawals or other interventions by higher authority.

§ 4 - Payment of compensation

- If HanseMerkur has both proof of insurance cover and payment of the corresponding premium as well as the reason for and also the amount of the compensation payable by HanseMerkur has been established, payment must be made within two weeks. This period may be extended if processing of the claim is delayed due to the fault of the insured person.
- One month after making a claim, partial payment of the minimum amount owed according to the current state-of-affairs can be demanded.
- If the insured person is being investigated by the authorities or if criminal charges have been brought against the policy holder in relation to the claim, HanseMerkur can delay settlement of the claim until legal proceedings have been concluded.
- Costs which were incurred in a foreign currency will be converted into the currency which is valid in the Federal Republic of Germany at that time using the exchange rate for the day on which the receipts are received by HanseMerkur. The exchange rate of the day for traded currencies is the official exchange rate at Frankfurt/Main; for currencies which are not traded, the exchange rate listed in the latest issue of "Currencies of the world" published by the German Federal Bank (Frankfurt/Main) is used except where it can be proven that the foreign currency used to pay the bills was bought at a higher exchange rate.

§ 5 - Premium

The premium is a single premium which must be paid before commencement of the journey on taking out the insurance policy.

§ 6 - General obligations if an insured event occurs and consequences if these duties are not observed

- Policy holders and insured persons have the following obligations when an insured event occurs:
 - to keep damage to a minimum and to avoid anything that could cause costs to increase;
 - to report the damage to HanseMerkur immediately, but no later than after completion of the journey;
 - to permit HanseMerkur any reasonable investigation into the cause and amount payable, to provide all relevant information, to hand in the original receipts, and to relieve doctors and other insurers from their obligation of secrecy if necessary, as well as to submit a death certificate in the case of death.
- If the policy holder/insured person breaches the terms and conditions of this contract by failing to fulfil the agreed obligations, HanseMerkur is not liable to pay compensation except where the breach of contract is not due to intent or gross negligence. In the case of gross negligence, HanseMerkur remains liable to pay compensation if the breach of contract did not affect the establishment of the insured event or the establishment and scope of the compensation payable by the insurer.

Note: Please read the additional special obligations applicable to the insurances listed in Section B.

§ 7 - Reasons for forfeiture, period within which legal action must be taken, limitation of claim

- HanseMerkur is not liable to pay compensation if
 - the policyholder or the insured person caused the insured event with intent;
 - the policyholder or the insured person engages in malicious deception with respect to the circumstances of the insured event or the amount payable.
- HanseMerkur is also not liable to pay, if compensation was declined and legal action asserting the claim is not taken within six months. The period within which legal action must be taken starts after HanseMerkur declines compensation in writing and informs the policyholder or insured person about the period in which legal action must be taken.
- Claims covered by this insurance policy must be made within two years. Claims can only be made until the end of the year during which compensation can be claimed. If the policy holder or insured person has lodged a claim with HanseMerkur, the period between making the claim and receiving the decision from HanseMerkur in writing is not counted when determining the limitation of the claim.

§ 8 - Claims against third parties

If HanseMerkur has settled the claim, claims against third parties by the policy holder or insured person are transferred to HanseMerkur to the

extent laid down by law. The policy holder or insured person is then obliged to sign a declaration of assignment for HanseMerkur if required.

§ 9 - Place of jurisdiction / applicable legislation

German legislation applies if permitted by law. German shall be the contractual language. Any stipulations apply to the insured person.

B: Special section covering individual insurances (dependent on the scope of the selected insurance cover)

I. Travel cancellation cost insurance

§ 1 - Description of the insurance cover

1. Insurance cover for insured persons:

HanseMerkur will pay compensation in accordance with § 1, Point 4 (number of persons) and Point 5 (damage types) while also taking into account the limitations of § 2, if one of the events listed below occurs to one of the insured persons while the insured cover applies:

- Unemployment due to unexpected termination of the employment contract by the employer due to general company cutbacks and if unemployment is registered with the Labour Office. Loss of orders or the insolvency of self-employed persons is not insured.
- Re-entering employment or taking on a so-called one-euro-job after a period of unemployment if the insured person was unemployed at the time of booking the journey and if the job centre authorized the holiday. Taking up practical training or any type of vocational training or further education or student's jobs during or after school or university are not insured;
- The insured person changes jobs and booked the holiday before having knowledge of this and the journey coincides with the probationary period of the new job (no longer than the first six months);
- Re-sitting of failed exams at a school, university/polytechnic or college in order to prevent the prolongation of school or university attendance or to obtain a certificate, degree or diploma. The prerequisite here is that the insured holiday was booked before the examination was failed and that the date of the re-sit unexpectedly falls within the insured holiday period;
- Unexpected serious illness, severe accident or allergic reaction to vaccines of a dog owned by the insured person who was included in the insurance policy. Failure of the vaccine to take effect or an insufficient antibody count for the destination country is not covered by the insurance;
- Considerable damage to the property of the insured person due to fire, a burst water pipe, natural forces or criminal offences of third parties (e.g. burglary). Considerable damage to property by the above-mentioned events means damage amounting to at least EUR 2,500.
- Unexpected conscription to basic military service, reserve duty, or community service as an alternative to military service of the insured person as long as the date cannot be changed and the cancellation costs are not covered by other institutions. The transfer or posting of regular or professional soldiers is not insured.

2. Insurance cover for insured persons and risk group persons:

HanseMerkur will pay compensation in accordance with § 1, Point 4 (number of persons) and Point 5 (damage types) while also taking into account the limitations of § 2, if one of the events listed below occurs to one of the insured persons or risk group persons while the insurance cover applies

- Unexpected serious illness;
 - Death, severe accident, pregnancy, allergic reaction to vaccines;
 - Broken dentures.
- Persons included in the risk are:
 - insured persons who jointly booked and insured a holiday;
 - Relatives of an insured person which include:
The spouse or common law partner, children, adoptive children, stepchildren, foster children, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, parents-in-law, sons or daughters in-law, as well as brothers and sisters in-law;
 - Persons who care for minors or relatives needing care at home of an insured person according to b).

4. Number of persons:

If more than four persons have jointly booked and insured a holiday, only the relatives at home and the persons caring for them are included in the risk (in accordance with Point 3 b); the insured persons as a group, however, are no longer covered.

5. Types of damage:

HanseMerkur will assume the costs (less the excess) in accordance with § 3 for the following types of damage:

- The cancellation charges incurred by the insured person as defined by the contract if the holiday is not taken (cancellation) or the rented object has been cancelled;
- Late commencement of the journey for the reasons listed under § 1, Points 1 and 2, delays caused by public transport by more than two hours, additional costs incurred by the insured person on his or her way to commencing the journey belatedly, but not more than the cancellation charges which would have been levied had the holiday not been taken (cancellation) or the rented object not been used, always provided that the connecting means of transport are covered by this insurance. Public transport for these insurance terms and conditions shall be land craft and watercraft authorised for public transport as well as feeder planes within Germany.
- Rebooking of a journey (rebooking cover).
Rebooking costs up to a maximum of EUR 30.00 per person/object provided that rebooking is covered by the selected tariff and that rebooking has been made at least 42 days prior to commencement of the journey. Excess stipulations in accordance with § 3 shall not apply to the rebooking cover.

§ 2 - Limitation of insurance cover

- HanseMerkur is not liable to pay compensation if the insured event could have been anticipated by the policy holder or insured person on taking out the insurance.
- Not insured are:
 - illnesses that were known at the time of taking out the insurance and have been treated in the past 6 months prior to taking out the insurance. This does not apply to check-ups;
 - complaints that have appeared as a psychological reaction to acts of terrorism, aircraft or bus accidents or the fear of civil unrest, war, acts of terrorism, natural disasters, illness or epidemics in the area of destination;
 - loosening or loss of any dentures;
 - additional costs of the return journey or costs for days not enjoyed at the holiday resort following premature termination of the journey;
 - acts of terrorism or terrorist's threats;
 - subsequent financial damage.

§ 3 - Excess

- Excess shall be 20% of the value of the claim, but at least EUR 25.00 per insured person. If death is the insured event, no excess shall be levied.
- In amendment to Point 1, excess for rented objects with an object price (holiday flats, holiday houses, holiday apartments, caravans, mobile homes or houseboats) shall be 20% of the value of the claim, but at least EUR 25.00 per insured object.

§ 4 - Special obligations in the case of an insured event occurring (Amendment to § 6 of the general obligations listed in the General Section)

- The policy holder or the insured person is obliged to submit proof of the insured event by supplying the insurance policy, the original booking tickets and cancellation cost invoices as well as
 - in the event of illness, severe accident, pregnancy or allergic reaction to vaccines or broken dentures to submit suitable medical doctor's certificates including diagnoses;
 - psychiatric certificates must be certified by a doctor specializing in psychiatry;
 - a death certificate in the event of death;
 - in the event of considerable damage to property proof thereof must be submitted;
 - in the event of resitting an exam, written confirmation by the school/university/college;
 - in the event of lay-off, a written confirmation from the employer about issuing a notice of termination due to general company cutbacks or in the event of offering the insured person a job, written confirmation by the job centre stating the date when the insured person was registered as unemployed or permitted to undertake a journey;
 - written confirmation by the relevant authorities about conscription to basic military service, reserve duty or civil service as an alternative to military service;
 - in the event of not using or cancelling rented objects confirmation by the landlord must be submitted that he is unable to let the object to other people.

All these documents must be forwarded at the date of cancellation or rebooking.

And in the event of

- cancelling the journey or not using the rented object to immediately notify the relevant booking office about the cancellation of the journey or about not requiring the rented object in order to keep the cancellation fees to an absolute minimum.
 - a delayed start of the journey to immediately notify the booking office about late commencement of the journey and to select the cheapest (evidence must be provided) means of travelling late in accordance with the quality of the booked journey.
- HanseMerkur has the right to verify the inability to travel due to a severe accident or unexpected serious illness by a medical expert. Certificates about the inability to work and certificates by medical experts must be submitted to HanseMerkur if required. Upon HanseMerkur's request, attending physicians, health insurances and hospitals are to be relieved from their professional discretion.
 - The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of the VB-UR 2007 RS.

II. Holiday interruption insurance

"Holiday guarantee"

§ 1 - Description of the insurance cover

- Insurance cover for insured persons:
HanseMerkur will pay compensation in accordance with § 1, Point 4 (number of persons) and Point 5 (damage types) while also taking into account the limitations of § 2, if one of the events listed below occurs to one of the insured persons while the insurance cover applies:
 - Considerable damage to the property of the insured person due to fire, a burst water pipe, natural forces or criminal offences of third parties (e.g. burglary). Considerable damage to property by the above-mentioned events means damage amounting to at least EUR 2,500.
- Insurance cover for insured persons and risk group persons:
HanseMerkur will pay compensation in accordance with § 1, Point 4 (number of persons) and Point 5 (damage types) while also taking into account the limitations of § 2, if one of the events listed below occurs to one of the insured persons or risk group persons while the insurance cover applies:
 - Unexpected serious illness;
 - Death, severe accident, pregnancy, allergic reaction to vaccines;
 - Broken dentures.
- Persons included in the risk are:
 - Insured persons who jointly booked and insured a holiday;

- b) Relatives of an insured person which include:
The spouse or common law partner, children, adoptive children, stepchildren, foster children, parents, adoptive parents, step-parents foster parents, grandparents, siblings, grandchildren, parents-in-law, sons or daughters-in-law, as well as brothers and sisters-in-law;
- c) Persons who care for minors or relatives needing care at home of an insured person according to b).
4. Number of persons:
- a) If more than four persons have jointly booked and insured a holiday, only the relatives at home and the persons caring for them are included in the risk (in accordance with Point 3 b); the insured persons as a group, however, are no longer covered.
- b) In addition to a) insurance cover is granted to two minors included in the insurance provided these children are not relatives of the affected insured person according to Point 3. b) and the maximum number of four insured persons according to a) is exceeded.
5. Types of damage:
HanseMerkur will assume the costs (less the excess) in accordance with § 3 for the following types of damage:
- I. Early termination of journey
- a) for the evidenced additional costs incurred for the return journey (excluding costs for returning the body in case of death) and the additional costs which were incurred as a direct result thereof e.g. costs for food and accommodation (excluding costs for medical treatment) of the insured person. Compensation will be paid in accordance with the quality of the journey. If the return journey is undertaken by aero plane, but the scheduled return journey would not have been undertaken by aero plane, HanseMerkur will only refund the costs of an economy seat. However, all claims for damages by transport companies for unscheduled deviations from the planned route (e.g. emergency landings) caused by the insured person are excluded.
- b) if the journey is terminated within the first eight days (the day of arrival and departure are included) to the amount of the insured travel cost.
- c) if the journey is terminated on the ninth day or later (the day of arrival and departure are included) for booked and insured activities, but which were not taken up due to early termination.
- II. Interruption of the journey
Due to an insured event according to § 1 Point 2 occurring
- a) for booked and insured activities, but which were not taken up due to the necessary interruption of the journey;
- b) for necessary transport costs, which the insured person must pay in order to rejoin the party of travellers from the location where the journey had to be interrupted if the journey is a round tour or cruise up to the amount, remaining for future activities. However, all claims for damages by transport companies for unscheduled deviations from the planned route (e.g. emergency landings) caused by the insured person are excluded.
The total costs for the interruption of the journey may not exceed those which would have been incurred had the journey been terminated early.
- III. Late return
- a) The evidenced additional costs incurred for the return journey (excluding costs for returning the body in case of death) and the additional costs which were incurred as a direct result thereof e.g. costs for food and accommodation (excluding costs for medical treatment) of the insured person. Compensation will be paid in accordance with the quality of the booked journey. If the return journey is undertaken by aero plane, but the scheduled return journey would not have been undertaken by aero plane, HanseMerkur will only refund the costs of an economy seat. However, all claims for damages by transport companies for unscheduled deviations from the planned route (e.g. emergency landings) caused by the insured person are excluded.
- b) In addition to the insured events according to § 1 Points 1 and 2 additional costs of the insured person which have been accrued due to a delay of public transport by more than 2 hours and have resulted in the insured person missing his / her connecting means of transport are also covered by insurance, **always provided that** the connecting means of transport which was missed is covered by insurance (delay cover).
- c) Additional costs incurred by the insured person for accommodation (according to type and category of the booked and insured holiday) if scheduled completion of the journey is unreasonable because an accompanying person who is covered by the insurance cannot return home due to severe injuries caused by an accident or unexpected serious illness and has to be hospitalized beyond the scheduled date of departure. Additional costs for hotel accommodation will be paid to a maximum of EUR 2,500 and no longer than for 10 days. The costs for the trip from the hospital to the hotel and back are not covered by insurance.
6. Refunds by travel agents, landlords or other service providers (third parties) exceeding the excess will be deducted from the compensation.

§ 2 - Limitation of insurance cover

1. HanseMerkur is not liable to pay compensation if the insured event could have been anticipated by the insurance holder or insured person upon taking out the insurance.
2. Not insured are:
- a) illnesses, which were known at the time of taking out the insurance and have been treated in the past 6 months prior to taking out the insurance. This does not apply to check-ups,
- b) complaints that have appeared as a psychological reaction to acts of terrorism, aircraft or bus accidents or the fear of civil unrest, war, acts of terrorism, natural disasters, illness or epidemics in the area of destination,
- c) loosening or loss of any dentures,
- d) additional costs of the return journey or costs for days not enjoyed at the holiday resort following premature termination of the journey,
- e) acts of terrorism or terrorist's threats,
- f) subsequent financial damage.

§ 3 - Excess

1. Excess shall be 20% of the value of the claim, but at least EUR 25.00 per insured person. If death is the insured event, no excess shall be levied.
2. In amendment to Point 1, excess for rented objects with an object price (holiday flats, holiday houses, holiday apartments, caravans, mobile homes or houseboats) shall be 20% of the value of the claim, but at least EUR 25.00 per insured object.

§ 4 - Special obligations in the case of an insured event occurring (Amendment to § 6 of the general obligations listed in the General Section)

1. The policy holder or the insured person is obliged to submit proof of the insured event by supplying proof of the insured event, the original booking tickets and cancellation cost invoices as well as
- a) in the event of illness, severe accident, pregnancy or allergic reaction to vaccines or broken dentures to submit suitable medical doctor's certificates including diagnoses,
- b) psychiatric certificates must be certified by a doctor specializing in psychiatry,
- c) a death certificate in the event of death,
- d) in the event of considerable damage to property proof thereof must be submitted,
- e) in the event of not using or cancelling rented objects confirmation by the landlord must be submitted that he is unable to let the object to other people.
- All these documents must be forwarded at the date of cancellation, interruption or extension.
- And in the event of**
- I. **terminating the journey prematurely**
- to immediately notify the relevant booking office / service provider about the termination of the journey,
- keep the additional costs for travelling home and other costs in direct connection with that as low as possible corresponding to the quality of the booked journey,
- to prove the costs for booked, but not enjoyed travel components
- II. **an interruption of the journey**
- to immediately notify the booking office / service provider about the interruption of the journey,
- to select the cheapest (evidence must be provided) means of possibly required transport,
- to prove the costs for booked, but not enjoyed travel components.
- III. **a delayed return from the journey**
- to immediately inform the booking office / service provider,
- to keep the additional costs for travelling home and other costs directly connected with that as low as possible, corresponding to the booked journey.
2. HanseMerkur has the right to verify the inability to travel due to a severe accident or unexpected serious illness by a medical expert's certificate. Certificates about the inability to work and certificates by medical experts must be submitted to HanseMerkur if required. Upon HanseMerkur's request, attending physicians, health insurances and hospitals are to be relieved from their professional discretion.
3. The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of the VB-UR 2007 RS.

§ 5 - Additional benefits in the event of natural disasters / natural forces at the holiday resort

1. HanseMerkur will pay compensation in the case of natural disasters/natural forces (avalanches, landslides, floods, earthquakes, cyclones) at the holiday resort for
- a) additional costs incurred for food and accommodation due to the insured person having to prolong the stay at the holiday resort;
- b) the evidenced additional costs incurred for the return journey (excluding costs for returning the body in case of death) and the additional costs which were incurred as a direct result thereof e.g. costs for food and accommodation (excluding costs for medical treatment) of the insured person if the journey cannot be completed as planned. However, all claims for damages by transport companies for unscheduled deviations from the planned route (e.g. emergency landings) caused by the insured person are excluded.
2. Compensation paid for transportation, food, and accommodation will be in accordance with the quality of the booked journey. Compensation pursuant to Point 1 is limited to a total of EUR 5,000.

III. Travel luggage insurance

§ 1 - Description of the insurance cover

- I. Beginning and end of insurance cover, scope
1. Insurance cover starts within the agreed period of the contract from the time the luggage is removed from the permanent residence of the insured person for the purpose of commencing the journey and ends when the insured luggage is returned to said place. If the journey is undertaken with a motorised vehicle and the luggage is not removed immediately from the vehicle on arrival, the insurance cover ends at the time of arrival.
2. Trips, walks, and stays within the permanent home town of the insured person are not counted as journeys.
- II. Insured items
1. The insurance covers the travel luggage of the insured person to the agreed amount insured in accordance with the special compensation limits pursuant to § 4, I, Point 2.
2. Travel luggage is defined as personal items, which are taken on the journey as well as presents and mementos that were purchased on the journey. Items which are generally carried for business or which are purchased for business purposes while travelling are not insured.
3. Sports equipment and accessories (excluding motors) are only insured if they are not being used for their intended purpose at the time of the insured event occurring.
4. Furs, jewellery, items made of precious metals, cameras for still and moving pictures, portable video systems, as well as mobile telephones (excluding car phones) and their accessories, portable DVD players and laptops including respective accessories, not including software, are only insured up to the compensation limits pursuant to § 4, I, Point 2 and even then only if
- a) they are transported or used properly
- b) are in the personal safe-keeping of the insured person and are carried securely or
- c) are kept in a properly locked room of a building or cruise ship. Furthermore, jewellery and items made of precious metals must be kept in a locked container that provides increased security including protection against the removal of said container.
- These items are not insured if they are checked in / given into storage as travel luggage pursuant to § 1, III, Point 1.

III. Insured risk and damage

- Compensation will be paid
1. for travel luggage which is checked in / given into storage (with the exception of the items listed under § 1, II, Point 4), if it is stolen, lost, destroyed or damaged while in the safe-keeping of a transportation company, hotel or storage company.
2. for travel luggage if a transportation company fails to deliver the items at the specified date (with the exception of the items listed under § 1, II, Point 4)
i.e. if the travel luggage does not reach the destination on the same day as the insured person (longer delivery time). Compensation will be paid for evidenced outlays for necessary replacement purchases up to the compensation limit pursuant to § 4, I, Point 2 c).
3. if travel luggage is lost, stolen, destroyed or damaged during the remaining time of the journey due to
- a) criminal actions of third parties. This includes theft, burglary, robbery, and extortion by means of force or the threat of force as well as willful damage to property;
- b) an accident by the means of transportation (e.g. traffic accidents);
- c) fire, lightning, explosion, storms, floods, landslides, earthquakes, and avalanches.

§ 2 - Benefits

In the event of an insured event occurring, HanseMerkur will pay compensation up to the agreed amount insured within the special compensation limits pursuant to § 4, I, Point 2 for

1. destroyed or lost items up to the insured value at the time of the insured event occurring. The insured value is the amount generally required to purchase items of the same type and quality in the place of permanent residence of the insured person less an appropriate amount (present value) reflecting the condition of the insured items (age, wear, usage, etc.);
2. the costs incurred by repairing damaged items which can be repaired and compensation for the loss in value if required, but not exceeding the insured value;
3. the material value of films, photographs, recordings, and data carriers;
4. official fees incurred in replacing identity cards, passports, vehicle registration documents, and other identity papers.

§ 3 - Underinsurance

1. The amount insured must correspond with the insurance value for the entire insured travel luggage pursuant to § 1. Gifts and mementos purchased on the journey excluded.
2. If the amount insured is lower than the insurance value (underinsurance), HanseMerkur will only be liable to pay compensation for the amount insured in proportion to the insurance value.
3. Amendment to § 3, Point 2: the terms and conditions of underinsurance do not apply if the policy holder had no opportunity to state the amount insured for the items taken on the journey in relation to the insurance value at the time of completing the contract.

§ 4 - Limitation of insurance cover

- I. Items and damage not insured / compensation limits
1. Not insured
- a) are financial losses for items that are lost or left behind;
- b) is damage that is caused by the natural or faulty composition of insured items or through wear and tear;
- c) are consequential financial losses;
- d) are cash, cheques, cheque cards, credit cards, phone cards, shares and stocks, tickets, all types of certificates and documents, collector's items, dental gold, all types of artificial limbs or dentures, all types of electronic data processing systems (except audio players and laptops), including accessories and software, all types of firearms including accessories as well as land, air, and water vehicles, hang gliders, Para gliders, parachutes, surfboards, and windsurfs as well as corresponding accessories.
2. Limited compensation will be paid for
- a) damage to furs, jewellery, items made of precious metals as well as cameras for still and moving pictures, and portable video systems as well as corresponding accessories as well as laptops with accessories, but excluding software. Total compensation for these items is limited to a maximum of 50% of the insurance value for each insured event,
- b) damage to gifts and mementos which were purchased on the journey. Compensation for such items is limited to a maximum of EUR 300 for each insured event,
- c) financial losses incurred due to late delivery of travel luggage (§ 1, III, Point 2). In this case, compensation for evidenced necessary replacement purchases is limited to a maximum of EUR 500 for each insured event,
- d) damage to glasses, contact lenses, hearing aids as well as mobile telephones (car phones are not insured) and accessories. Compensation is limited to EUR 250 for each insured event,
- e) damage to golfing equipment and diving gear as well as bicycles and accessories. Compensation is limited to a maximum of EUR 500 for each insured event,
- f) damage to surfboards, sailing surfboards, and the corresponding accessories. Compensation is limited to EUR 500.00 per insured event,
- g) damage to musical instruments and accessories. Compensation is limited to EUR 250.00 provided the musical instruments are for private purposes.
- h) Damage to audio players (e.g. MP3 players), portable DVD players, and corresponding accessories. Compensation is limited to EUR 250.00 per insured event.
- II. Limitation of insurance cover for items stored in land and water vehicles
1. Compensation for damage to or loss of travel luggage stored in unsupervised vehicles / trailers / water-craft due to criminal actions of third parties will only be paid if the travel luggage is stored in tightly locked and secured spaces hidden from view inside the vehicle or in the boot (for water-craft in the cabin or in locked boxes) or in storage containers attached securely to the vehicle.
2. HanseMerkur will only pay compensation if it can be proven that
- a) the insurance event occurred in the daytime between 6.00 a.m. and 10 p.m. or
- b) the insurance event occurred during an interruption of the journey lasting up to two hours.
3. Furs, jewellery, items made of precious metals, cameras for still and moving pictures, and portable video systems as well as mobile telephones and accessories in unsupervised vehicles, trailers, and water-craft are not insured.
4. Supervision refers to the constant presence of the insured person or a trusted person acting on behalf of the insured person in close proximity to the item which is to be protected. Supervision

does not refer to the observation of an open public space such as a port.

III. Limitation of the insurance cover while camping

- Insurance cover for damage to or loss of travel luggage while camping with a tent or caravan due to criminal actions of third parties is only granted for **official camp sites** (run by civil authorities, clubs or private businesses).
- If items are left **unsupervised** (§ 4, II, Point 4) in a tent, insurance cover for damage to or loss of items due to criminal actions of third parties is only granted if it can be proven that the insured event occurred in the daytime between 6:00 a.m. and 10 p.m., and that the tent was closed.
- Furs, jewellery, items made of precious metals, cameras for still and moving pictures, and portable video systems, mobile telephones, watches and clocks, optical devices, radios and television sets, recording and playback devices as well as accessories are not insured if left unsupervised. These items are only insured within the applicable compensation limits if
 - they are kept in personal safe-keeping and are carried securely or
 - have been handed in to camp site management for safe-keeping or
 - are kept in a caravan/motor home which is locked properly or are stored hidden from view in a closed and safely locked vehicle parked on an official camp site.

§ 5 – Special obligations in the case of an insured event occurring (Amendment to the general obligations listed in § 6 of the General Section)

- The policy holder or the insured person is obliged to prove the occurrence of an insured event by submitting the originals of insurance policies and booking documents as well as to
 - lodge claims against third parties (e.g. transportation companies, hotels, left-luggage services) in the form required and within the specified period;
 - submit a list to HanseMerkur detailing all items which were not taken at the time of the insured event occurring;
 - immediately inform the transportation company / hotel / left-luggage service in case of damage to or loss of travel luggage checked in or put into storage in accordance with § 1, III, Point 1 as well as about financial losses incurred due to late delivery of travel luggage in accordance with § 1, III, Point 2 and to request written confirmation thereof. Written confirmation of this must be submitted to HanseMerkur. If the damage cannot be identified by external inspection alone, the relevant company must be informed immediately in order to keep within the period required for lodging complaints (no longer than seven days), and to request the company to inspect and confirm the damage;
 - immediately** inform the police station responsible for damage to or loss of travel luggage due to criminal actions of third parties pursuant to § 1, III, Point 3 a) or damage caused by fire pursuant to § 1 III Point 3 c) and to submit a list of all items involved in the insured event including purchase date and price and to have this confirmed in writing. The full police report must be submitted to HanseMerkur.
 - submit to HanseMerkur an identical list of all items involved in the insured event in accordance with Point 1, d. Should this list deviate from that handed to the police, HanseMerkur will only compensate for the insured items for which compensation can be claimed that were reported to the police as missing or damaged.
- The legal consequences of breaching these duties are outlined in § 6, point 2 of the General Section of VB-UR 2007 RS.

§ 6 – Reasons for forfeiture

HanseMerkur is not liable to pay compensation if the policy holder or insured person caused the insured event due to gross negligence or willfully made false statements concerning the insured event, especially with respect to the advice of damages, even if this is not to the disadvantage of HanseMerkur.

IV. Emergency insurance

§ 1 – Description of the insurance cover

- HanseMerkur provides assistance by means of its worldwide emergency service for the emergencies listed under § 2 which may befall the insured person during his or her journey abroad. The prerequisite is that the insured person or a person acting on behalf of the insured person contacts the worldwide emergency service offered by HanseMerkur by telephone or by other means if an insured event occurs. If the insured person or a person acting on behalf of the insured person fails to contact the worldwide emergency service of HanseMerkur, and if this failure to make contact results in additional costs, then HanseMerkur will not assume the additional costs incurred.
- The territory of the Federal Republic of Germany as well as the territory of the country in which the insured person has an officially registered, permanent place of residence is not defined as being 'abroad' under the terms and conditions of this policy.
- In amendment to § 1, Points 1 and 2, HanseMerkur will pay compensation for items covered by § 2, I, Point 2, E (ambulance service), § 2, II (death) as well as § 2 III. Point 6 (bicycle cover) for journeys within the Federal Republic of Germany or countries which share a common border with the Federal Republic of Germany.

§ 2 - Benefits

I. Illness / accident

- Out-patient treatment**
HanseMerkur will provide information about possibilities of medical care for the insured person on request. If possible, HanseMerkur will choose a doctor who can speak German or English.
- Hospitalization**
If the insured person has to receive in-patient care as a result of an illness or accident, HanseMerkur will provide the following benefits:
 - Care
 - HanseMerkur will establish contact between the insured person's general practitioner and the doctors at the hospital where the insured person is being treated via a doctor assigned by HanseMerkur.
 - HanseMerkur will ensure that all relevant information is exchanged between the doctors involved for the period of hospitalization.
 - HanseMerkur will inform relatives on request.

B. Assumption of costs / settlement (loan)

- If no claims can be made against a foreign travel health insurance, a private or statutory health insurance, via its emergency helpline service HanseMerkur shall, where necessary, provide the hospital abroad with a guarantee of assumption of costs up to an amount of EUR 15,000 by granting a loan to the insured person. To this end, the insured person is obliged to submit the copy of his/her ID card or passport to the HanseMerkur emergency helpline service.
 - The policy holder or insured person shall refund such amounts to HanseMerkur within one month after submission of invoice.
- Visits to the sick person
If the stay in hospital abroad lasts longer than five days, HanseMerkur shall, on request, organise the journey of a person close to the insured person to the place of the stay in hospital and back to the place of residence, and shall assume the costs for both legs of the journey, provided the patient has not been released from hospital before the arrival of the person close to the insured person.
 - Hotel costs during the in-patient treatment of an insured person
If an insured person must undergo in-patient treatment, HanseMerkur shall assume the costs for the hotel accommodation of other insured persons in the category booked for the journey up to a maximum of EUR 2,500 if the journey is a ship voyage or round trip or if an unscheduled extension of stay is necessary due to the fact that transport is not feasible.
 - Return transport for journeys within the Federal Republic of Germany or countries which share a common border with the Federal Republic of Germany as soon as medically feasible and justifiable.
If requested by the insured person, HanseMerkur will organize return transport using medically appropriate means of transportation from the place of in-patient treatment back to the place of residence of the insured person or to a suitable hospital close to the place of residence if the in-patient treatment takes at least five days. HanseMerkur will cover up to EUR 2,500 of the additional cost for the return journey.
- Dispatching of medication**
If the insured person requires medication prescribed by a doctor that has been lost on the journey, HanseMerkur will assume the costs for replacement medication and dispatching the medication to the insured person after consultation with the insured person's general practitioner. The costs for the replacement medication must be refunded to HanseMerkur within one month after completing the journey.

II. Death

If the insured person dies on the journey, HanseMerkur will organize the funeral abroad or the return transport of the body of the deceased person to the funeral if requested by the relatives and assume the costs thereof.

III. Other emergencies

- Costs for search, rescue, and recovery operations
If an insured person has an accident which results in a search, rescue or recovery operation, HanseMerkur will assume the costs for such operations up to EUR 5,000.
- Criminal charges
If the insured person is arrested or is in danger of being arrested, HanseMerkur will help find a solicitor or interpreter. Legal costs, solicitor charges, and interpreter fees will be assumed by HanseMerkur up to the equivalent of EUR 3,000 which will have to be refunded to HanseMerkur. In addition, HanseMerkur will assume the costs for bail specified by the authorities up to the equivalent of EUR 13,000 which must also be refunded to HanseMerkur. The policy holder or the insured person must refund HanseMerkur the loaned sums immediately after receiving a refund from the authorities or court, but no later than three months after payment was made by HanseMerkur.
- Loss of holiday funds, credit cards, EC or Maestro cards
A. Loss of holiday funds
If the insured person gets into financial difficulties because his or her holiday funds were lost due to theft, robbery or other circumstances, HanseMerkur will establish contact with his or her bank. HanseMerkur will offer assistance to the bank with the transfer of funds to the insured person provided by the bank, if necessary. If the bank cannot be contacted within 24 hours, HanseMerkur will grant the insured person a loan of up to EUR 1,500. This loan must be refunded in full to HanseMerkur within one month after completion of the journey.
B. Loss of credit cards, EC or Maestro cards:
If credit cards, euro cheque cards or Maestro cards are lost, HanseMerkur will assist the insured person with stopping the cards. However, HanseMerkur will not pay the charges incurred for stopping the cards or for the financial losses which may be incurred despite having stopped the cards.
- Loss of travel documents
If travel documents are lost, HanseMerkur will provide assistance to obtain replacement documents.
- Booking changes / delays
If the insured person gets into difficulties due to missing a booked means of transport or due to delays or cancellations of booked means of transport, HanseMerkur will assist in making a new booking. Charges for making a new booking and increased travel costs are the responsibility of the insured person. HanseMerkur will inform third parties about the changed travel plans on request.
- Bicycle insurance
If the bicycle of the insured person breaks down or the insured person has an accident with the bicycle and therefore cannot continue his or her journey, HanseMerkur will assume the costs of repair up to EUR 75.00 so that the journey can be continued. If the bicycle cannot be repaired on site, HanseMerkur will assume the additional cost for returning to the starting point or destination of that day's leg of the journey up to EUR 75.00 for each insured event. Punctures are not insured.
If the journey cannot be continued as planned because the bicycle used on the journey was stolen, HanseMerkur will assume the additional cost for the return journey home or to the starting point or destination of that day's leg of the journey up to EUR 250.00 for each insured event.

IV. Interruption / delayed return journey (loan)

- Insured events:
HanseMerkur will organize the return journey and grants a loan for the additional cost incurred compared with the planned return journey if the journey booked by the insured person cannot be completed as planned for one of the following reasons:
 - Death, severe accident or unexpected serious illness of the insured person or travelling companion of the insured person or of relatives at home or of persons who are caring for minors or for persons who are in need of care at home. Relatives of the insured person are the spouse or common law partner, children, parents, adoptive parents, step-parents, siblings, grandparents, grandchildren, parents-in-law, sons or daughters-in-law, and brothers or sisters-in-law;
 - Significant damage to the property of the insured person due to fire, a burst water pipe, natural forces or an intentional

criminal offence of a third party (e.g. burglary). Damage to the property caused by the events stated above is considered significant if it amounts to at least EUR 2,500.

c) Kidnapping of the insured person or of the travelling companion of the insured person. In the case of kidnapping, HanseMerkur will grant a loan of up to EUR 10,000 per insured person.

- Preconditions for granting a loan and terms of repayment:
A loan can only be granted if the insured person submits a copy of his / her ID card or passport to our emergency service. HanseMerkur must be reimbursed for the loan within one month of the end of the journey.

V. SOS message / care for accompanying minors

- SOS message:
If the insured person cannot be reached during the journey, HanseMerkur will try to post an SOS message for travellers (e.g. by radio) for which it will assume the cost.
- Care for accompanying minors:
In addition, HanseMerkur will organize and assume the costs for the care of minors who have to continue or terminate the journey if the person or persons caring for the minor(s) on the journey cannot complete the journey due to death, severe accident or unexpected serious illness.

§ 3 – Limitation of insurance cover

HanseMerkur is not liable to pay compensation if the insured event could have been anticipated by the policy holder or insured person with a high degree of certainty.

§ 4 – Special obligations in the case of an insured event occurring (Amendment to § 6 of the general obligations listed on the General Section)

- The policy holder or the insured person is obliged to submit proof of the insured event by supplying the insurance policy, the original booking tickets as well as
 - in the event of illness, severe accident, pregnancy or allergic reaction to vaccines or broken dentures to submit suitable medical doctor's certificates including diagnoses,
 - psychiatric certificates must be certified by a doctor specializing in psychiatry,
 - a death certificate in the event of death,
 - in the event of considerable damage to property proof thereof must be submitted.Original documents must be forwarded stating any costs incurred.
- HanseMerkur has the right to verify the inability to travel due to a severe accident or unexpected serious illness by a medical expert's certificate. Certificates about the inability to work and certificates by medical experts must be submitted to HanseMerkur if required. Upon HanseMerkur's request, attending physicians, health insurances and hospitals are to be relieved from their professional discretion.
- The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of the VB-UR 2007 RS.

§ 5 – Compensation from other insurances

If compensation can be claimed for the insured event from a different insurance, the other policy has precedence over this policy. If the claim is first lodged with HanseMerkur, advance payment will be made by HanseMerkur. In addition, § 8 of the General Section of VB-UR 2007 RS applies.

V. Motorail train and ferry insurance

§ 1 – Description of the insurance cover

HanseMerkur will pay compensation for damage to, loss and theft of motor vehicles, trailers, and boats on motorail trains and ferries.

§ 2 - Benefits

In the case of an insured event occurring, HanseMerkur will reimburse the damage incurred up to the amount insured

- If the vehicle or parts of the vehicle are stolen, HanseMerkur will pay the replacement value which the item had at the time of the insured event occurring. The replacement value is the price the insurance holder must pay in order to purchase a used vehicle or parts of equal quality.
- If the vehicle is damaged, HanseMerkur will pay the costs of repair, but only up to the replacement value of the vehicle. A deduction will be made from the compensation for the costs of the spare parts and paintwork depending on the age and wear of the relevant parts ('new for old').

§ 3 – Limitation of insurance cover

I. Non-insured items

Items which are left in the vehicle are not insured (e.g. travel luggage and vehicle accessories which are not fixed to the vehicle).

II. Non-insured damage and costs

- HanseMerkur will not pay compensation for modifications, improvements, repairs due to wear, depreciation in value, outer appearance or performance, transfer and registration costs, losses due to non-use, duty or costs for a replacement vehicle, and petrol.
- Consequential financial losses are not reimbursed.
- Damage caused to the vehicle during loading and unloading is not insured.

§ 4 - Excess

The insured person must pay an excess of EUR150 for each insured event if the vehicle is damaged.

§ 5 – Special obligations in the case of an insured event occurring (Amendment to the general obligations listed in § 6 of the General Section)

- The insured person must immediately inform the transport company of any damage and must observe the terms and conditions of the transport company. The insured person must have the type and scope of the damage confirmed in writing by the transport company which must then be submitted to HanseMerkur together with the full damage report.
- A detailed report must also immediately be submitted to the nearest police station responsible on the damage caused by the criminal actions of third parties. The complete police report must be submitted to HanseMerkur.
- The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of VB-UR 2007 RS.

§ 6 – Special reasons for forfeiture

HanseMerkur is not liable to pay compensation if the insurance holder or insured person caused the insured event due to gross negligence or willfully made false statements concerning the insured event, especially with respect to the advice of damages, even if this is not to the disadvantage of HanseMerkur.

VI. Travel insurance for motor vehicles

§ 1 – Description of the insurance cover

HanseMerker will provide emergency assistance services or compensation services through its worldwide emergency service to the extent outlined under § 2 if the vehicle used on the journey by the insured person becomes road-unworthy due to a breakdown or accident more than 50 km away from the place of residence of the insured person. In addition benefits pursuant to § 2, Section 5 and 6 are paid if the vehicle is stolen. Prerequisite for the benefit is that the insured person or a person acting on behalf of the insured person contacts the worldwide emergency service by telephone or by other means in the case of an insured event occurring. If the insured person or the person acting on behalf of the insured person fails to contact the worldwide emergency service of HanseMerker and this failure to make contact results in additional costs, HanseMerker will not assume the additional costs incurred.

§ 2 - Benefits

1. Help on site:

If the journey cannot be continued immediately due to breakdown or accident with the vehicle, HanseMerker will have the vehicle repaired on site through its worldwide emergency service with the help of a recovery vehicle or by towing the vehicle to the next garage. HanseMerker will pay compensation for this up to EUR 300.00.

2. Spare parts delivery service:

If the required spare parts needed to repair the vehicle cannot be acquired on site, HanseMerker will have the spare parts delivered as quickly as possible using its worldwide emergency service. HanseMerker will assume the costs for shipping.

3. Vehicle transport following vehicle failure:

If the broken down or damaged vehicle cannot be made road-worthy on site or in a nearby town within three working days, and if the vehicle is neither a financial or technical write-off, HanseMerker will have the vehicle transported to a suitable garage or back home to the place of residence of the insured person with the help of its worldwide emergency service. HanseMerker will assume the cost for delivery to a garage or return transport of the vehicle.

4. Scrapping of the vehicle:

If the vehicle must be scrapped as a result of an accident, HanseMerker will assist with scrapping via its worldwide emergency service. HanseMerker will assume the costs for scrapping.

5. Paying duties on the vehicle:

HanseMerker will assist with the customs formalities via its worldwide emergency service if duty must be paid on the vehicle following a write-off due to an accident or theft abroad. HanseMerker will assume the costs for fees and charges (but not for duty and taxes).

6. Reimbursement of additional travel costs:

If the journey cannot be continued because the vehicle used by the insured person breaks down, is involved in an accident or is stolen, HanseMerker will assume the costs up to EUR 2,500 for

a) accommodation on site for all authorised passengers of the vehicle for up to three days in a middle-class hotel

or

b) costs for continuing the journey to the destination or back to the place of residence of the insured person as well as the costs for picking up the repaired vehicle.

§ 3 - Limitation of insurance cover

I. Non-insured motor vehicles

No insurance cover will be granted if the motor vehicle is older than ten years from the day of first registration.

II. Non-insured costs

Not insured are

a) repair costs;

b) duty and taxes if the motor vehicle is subject to the payment of duty.

§ 4 - Special reasons for forfeiture

HanseMerker is not liable to pay compensation if the insurance holder or insured person caused the insured event due to gross negligence or willfully made false statements concerning the insured event, especially with respect to the advice of damages, even if this is not to the disadvantage of HanseMerker or if the authorized driver was not in possession of a valid driving licence.

§ 5 - Compensation from other insurance policies

If compensation can be claimed for the insured event from a different insurance, the other policy has precedence over this policy. If the claim is first lodged with HanseMerker, advance payment will be made by HanseMerker. In addition, § 8 of the General Section of VB-UR 2007 RS applies.

VII. Travel accident insurance

§ 1 - Description of the insurance cover

- HanseMerker will pay compensation for accidents on the journey which result in the death or permanent invalidity of the insured person. Insurance cover starts the moment the insured person leaves the permanent place of residence to commence the journey and ends when the insured person returns home, but no later than the date specified in the insurance policy.
- An accident is defined as an external event that occurs suddenly and affects the body of the insured person detrimentally and involuntarily. The insurance cover also includes damage to health typically caused by diving accidents such as Caisson illness or eardrum injuries without an accident occurring i.e. without a sudden external event affecting the body of the insured person.
- Dislocation of joints or pulling or tearing of muscles, tendons, ligaments or capsules due to increased exertion by the limbs or vertebral column is also counted as an accident.
- Drowning or suffocating to death while diving are also counted as accidents pursuant to Point 2.

§ 2 - Benefits

The amounts assured in the event of invalidity and / or death and / or recovery and / or costs for cosmetic surgery are outlined in the contractual agreements, always provided the corresponding tariff to cover such events has been selected. The following regulations list the claims and benefits.

I. Invalidity benefit

- If the accident results in permanent impairment of the physical or mental powers (invalidity) of the insured person, the insured person can claim financial compensation to the amount insured for invalidity. The insured person must have become an invalid within one year after the accident and must have this confirmed by a doctor and submit the written claim to HanseMerker Reisesversicherung AG within a further three months. If a period of 15 months after the date of the accident has elapsed, without the insured person or the policy holder having lodged a written claim in accordance with contract stipulations, no claim can be accepted due to the time elapsed. No invalidity benefit can be claimed after completion of the 15 months period.
- The amount of benefit depends on the degree of invalidity
 - The following rates for fixed degrees of invalidity apply (if no proof is supplied that a higher or lower degree of invalidity applies) in the event of complete loss or complete functional incapacity

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

b) In the event of partial loss or partial functional incapacity of the above-mentioned body parts or sense organs, the rates in a) shall be applied pro rata.

c) If the accident affected body parts or sense organs whose loss or functional incapacity are not covered by a) or b), the decisive factor shall be the extent to which normal physical or intellectual functional capacity is impaired according to medical points of view only.

d) If several physical or mental functions have been impaired by the accident, the degrees of invalidity resulting from § 2, Point 2 are added together; however, more than 100 percent will not be accepted.

3. If the accident affects a physical or mental function which had already been permanently impaired before the accident, the previous degree of invalidity will be subtracted. The previous invalidity is determined pursuant to § 2, Point 2.

4. If the insured person dies within one year of the accident occurring, no claim for invalidity benefit can be made.

5. If the insured person dies for causes unrelated to the accident within a year after the accident (irrespective of what cause) or after more than one year after the accident and the insured person was eligible to receive benefit pursuant to § 2, Point 1, benefits shall be paid for the degree of invalidity to be expected on the basis of the last medical findings.

II. Benefit in the event of death

If the insured person dies due to the consequences of the accident within one year of having it, the heirs can claim benefit to the amount insured in case of death. Please refer to § 5, Point 5 on how to lodge such a claim.

III. Recovery costs

1. If the insured person has suffered an accident as defined by the terms and conditions of this insurance policy, HanseMerker will pay compensation for the following necessary and contractually agreed costs for

a) search, rescue, and recovery operations by publicly or privately run emergency services if charges are usually levied for such services;

b) transporting the injured person to the closest hospital or specialized clinic if this is medically necessary and has been prescribed by a doctor;

c) additional costs incurred as a result of returning the insured person to his or her permanent place of residence as long as the additional costs were incurred due to prescriptions made by a doctor or were unavoidable because of the type of injury;

d) returning the body to the permanent place of residence in the event of death.

2. If the insured person had to assume the costs for services listed in 1 a) although he or she did not have an accident, but was in immediate danger of having an accident or would in all likelihood have had an accident under the given circumstances, HanseMerker is also liable to pay compensation.

3. If a third party is liable to pay compensation, HanseMerker is only liable to pay any remaining costs. If the third party contests liability, the insured person can contact HanseMerker directly.

4. If the insured person has several accident insurances with HanseMerker, the insured recovery costs can only be claimed from one of these policies.

IV. Costs for cosmetic surgery

1. If, due to an insured event (accident) the body surface of the insured person is damaged or deformed to such an extent that the outer appearance of the insured person is permanently impaired after completion of medical treatment, and the insured person decides to undergo cosmetic surgery in order to remove this defect, HanseMerker will pay compensation once for the costs of clinical treatment including doctors' fees, medicines, bandages and dressings, and other prescribed medicines as well as the costs for food and accommodation in the hospital up to the agreed amount insured. Front teeth or incisors visible when the mouth is open are not regarded as part of the body surface.

2. The surgery and clinical treatment of the insured person must be completed within three years after the accident. If the insured person has not reached 18 years of age at the time of the accident, compensation will be paid even if clinical treatment is not performed within this period. However, treatment must be performed before the insured person reaches the age of 21.

3. Compensation will not be paid for food, beverages, and tobacco, bathing and recreation holidays including professional nursing unless additional nursing personnel is prescribed by a doctor.

§ 3 - Settlement date of benefits

1. As soon as HanseMerker has received the documents which the insured person must submit to provide proof of the accident and its consequences as well as proof of completion of the treatment necessary to determine the degree of invalidity, HanseMerker must state within one month (for cases of invalidity within three months) if and to what extent HanseMerker is prepared to pay compensation. Medical costs incurred by the insured person to substantiate the claim will be assumed by HanseMerker.

2. If HanseMerker accepts the claim or the insured person and HanseMerker have come to an agreement about the reason for and also the amount of the claim, HanseMerker will pay benefit within two weeks. Invalidity benefit cannot be claimed within a year of the accident occurring before medical treatment is completed.

3. If HanseMerker has accepted the reason for the claim but has not yet clarified the amount, HanseMerker will make appropriate advance payments if requested by the insured person.

4. The insured person and HanseMerker can have the degree of invalidity reaffirmed annually by a doctor up to three years after

the accident has occurred. HanseMerker must exercise this right within one month by making a statement pursuant to § 3, Point 1 and the insured person must exercise this right within one month after receiving such a statement. If the final determination results in higher invalidity benefit than was paid previously, interest at 5% per annum must be paid on the additional benefit.

§ 4 - Limitation of insurance cover

I. Non-insured persons

Persons requiring permanent care and mentally handicapped patients will not be insured and are not insured even if insurance contributions have been made. Persons requiring permanent care are those who for the most part require external help to manage the tasks of daily life. The insurance cover becomes void as soon as the insured person cannot be insured pursuant to sentence 1.

II. Non-insured accidents and damages to health

Not insured are

1. accidents due to mental illness or lapses in consciousness, including those due to alcohol and drug consumption, as well as strokes, epileptic fits or other fits which affect the entire body of the insured person. If such disorders or fits are, however, caused by an accident in the sense of this policy they are covered by insurance.

2. accidents which are due to the insured person engaging or attempting to engage in a wilful criminal act;

3. accidents which are directly or indirectly caused by war, civil war or acts of terrorism. If, however, the insured person is unexpectedly affected by war or civil war while travelling abroad, insurance cover shall apply, but not, if at the point of time of commencement of the journey war or civil war had already been raging in the territory of the states in which or through which the insured person was to travel. Neither are the active participation in war or civil war or accidents caused by NBC weapons (nuclear, biological or chemical weapons) covered by insurance.

4. accidents of the insured person

a) which occur in direct relation to operating an aircraft (also aviation sports equipment operator) if he/she requires a licence according to German law or if the insured person is another crew member of an aircraft which is connected to the operation of an aircraft;

b) performing activities with the help of an aircraft;

c) using a spacecraft; however, insurance cover is granted if the insured person is a passenger of an airline.

5. accidents which the insured person has due to being a driver, front-seat passenger or passenger of a motorized vehicle which participates in motor shows including test drives which are conducted in order to achieve maximum speeds;

6. accidents directly or indirectly caused by nuclear power;

7. accidents which the insured person suffers while working.

8. damage to the insured person's health caused by radiation, treatments or surgery. However, insurance cover is granted if such treatment or surgery and also radiology diagnosis or treatment is carried out due to an accident covered by these insurance terms.

9. health defects caused by infection are also not covered by insurance if they were caused by insect stings or bites or by other minor skin or mucous membrane injuries through which pathogens enter the body immediately or later. Insurance cover is, however, granted for rabies and tetanus as well as for infections which are caused by pathogens entering the body due to accident injuries that are not excluded under Point 1. Insurance cover is also granted for infections caused by medical treatment or surgery, provided the treatment or surgery and also radiology diagnosis or therapy has been prescribed following an accident covered by this policy.

10. uterine or abdominal hernia. Insurance cover however is granted if the aforementioned condition is caused by violent external influence covered by the terms and conditions of this policy;

11. damage to inter-vertebral discs as well as internal bleeding and cerebral haemorrhage. Insurance however is granted if the main cause for the aforementioned conditions is due to an accident pursuant to § 1, Point 4;

12. pathological conditions due to mental reactions regardless of their cause.

13. poisoning following swallowing solid or liquid substances.

III. Influence of illnesses or afflictions

1. If illnesses or afflictions have contributed to the damage to health or the consequences thereof, the benefit will be reduced for the illness or affliction pro rata if this constitutes at least 25%.

2. If illnesses or afflictions have contributed to the damage to health or the consequences thereof, no benefit can be claimed if their share exceeds 50%.

§ 5 - Special obligations in the case of an accident occurring

(Amendment to the general obligations listed in § 6 of the General Section)

1. The insured person must consult a doctor immediately after having an accident for which compensation may be claimed. The insured person must observe the advice of the doctor and must generally keep the consequences of the accident to a minimum.

2. The accident report form supplied by HanseMerker must be filled in truthfully and returned immediately.

3. The insured person must permit examination by doctors working on behalf of HanseMerker. The necessary costs incurred, including loss of earnings, are assumed by HanseMerker.

4. Physicians who have treated or examined the insured person (for whatever reason) as well as other relevant insurers and authorities must be authorized to provide all the information required.

5. If the accident results in death, beneficiaries or assigns must inform HanseMerker within 48 hours, even if HanseMerker has already been informed about the accident itself. HanseMerker must be permitted to have an autopsy performed by a pathologist acting on behalf of HanseMerker.

6. The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of VB-UR 2007 RS and are also valid to the insured person's beneficiaries, agent or other assigns.

VIII. Travel private liability insurance

§ 1 - Description of the insurance cover

1. HanseMerker offers the insured person travel private liability insurance cover for insured events which involve the death of persons or the injury or damage to the health of persons (**personal injury**) or the damage to or destruction of objects (**material damage**) caused by the insured person and for which he or she can be held responsible by third parties due to legislation concerning personal liability.

2. The insurance cover applies to personal liability for the insured person acting in a private capacity as defined by law with regard to the dangers of daily life occurring while travelling, particularly

- a) in the role as the head of the family or household (e.g. the legal obligation to supervise minors properly);
- b) while temporarily and privately using rented accommodation in buildings on holiday (e.g. hotel rooms and B&B accommodation, holiday apartments, bungalows) as well as rooms whose use has been permitted and intended in connection with the accommodation (e.g. dining rooms, shared baths);

Excluded are personal liability claims which involve

- damage to moveable objects such as pictures, furniture, TV sets, crockery, etc.
- damage due to wear and tear or excessive use
- damage to heating, machines, boiler and hot-water systems, machines, and electrical and gas devices
- claims for damaging events detailed in the agreement made between fire insurers which fall under the waiver of recourse article.

The amount assured for each insured event is EUR 25,000. Total compensation by HanseMerkur for all insured events within the insured period is limited to twice the aforementioned amount. The insured person has to pay 20 %, but at least EUR 50.00 of the damages for each insured event.

- c) as a cyclist (bicycle without motor);
- d) when engaged in sports (except the sports listed under § 3, Point 3);
- e) as a rider when using horses and carts for private purposes (personal liability claims against the insured person and / or the policy holder lodged by those caring for or owning animals are not insured);
- f) resulting from the possession or use of aeroplane models, unmanned balloons and kites which are neither propelled by motors or jet engines or are heavier than 5 kg and for which no insurance is required by law;
- g) resulting from the possession or use of one's own or other people's rowing, pedal or sailing boats which are neither propelled with motors (including outboard motors) or turbines and for which no insurance is required by law;
- h) resulting from the possession, storage or use of one's own or other people's surfboards for sports activities.

With the exception of personal liability claims of the insured person in connection with hiring or lending out such items to third parties.

§ 2 - Benefits

1. The process of settling claims requires HanseMerkur to check who is liable, to decline incorrect claims, and to pay compensation which the insured person is obliged to pay due to an accepted or authorized acknowledgement by HanseMerkur, or an agreed or authorized settlement or decision made by a court judge. If HanseMerkur appoints or authorises the appointment of a solicitor to represent the insured person in criminal proceedings which may result in the insured person being made liable for something covered by the insurance, HanseMerkur will assume the usual costs for the solicitor or additional costs if these are agreed upon in advance with HanseMerkur. If the insured person is legally obliged to pay a deposit for a pension which must be paid due to an insured event occurring or if enforcement of the court order is avoided by paying a deposit or providing securities, HanseMerkur must pay the deposit or provide the securities on behalf of the insured person.
2. The amounts insured by the policy limit the compensation payable by HanseMerkur for each insured event. Damages that are due to the same cause count as one insured event.
3. If the insured person and the injured party or the successor in interest enter into legal proceedings about liability, HanseMerkur will engage in a lawsuit in the name of the insured person. The costs incurred will be assumed by HanseMerkur.
4. HanseMerkur's expenditure for costs are not counted as benefits with respect to the amount insured. (cf. Point 5).
5. If the claim exceeds the amount insured, HanseMerkur is only liable to pay the legal costs in proportion to the amount insured (with respect to the total amount of the claim). This also applies in the case of several lawsuits resulting from one insured event. In such cases, HanseMerkur is permitted to relieve itself of further obligations by paying the amount insured and its share of the costs (depending on the amount insured) 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 amount insured or the sum remaining from the amount insured after all other benefits paid for the insured event have been subtracted, HanseMerkur will only pay compensation for the pension payable in proportion to the amount insured (with respect to the remaining sum or the capital value of the pension). The pension is calculated on the basis of the general mortality tables for Germany in case of survival (1987 R men and women) and takes into account actual capital market interest developments in Germany. For this purpose, the arithmetic mean value for the last ten years of the actual returns offered by public institutions as published by the German Federal Bank are used as a frame of reference. Subsequent increases or decreases of the pension are calculated at the time of initial payment based on the actual cash value of a deferred annuity according to the calculation method mentioned above. The calculation assumes the earliest age of expiry for an orphan's pension to be at 18 years. The calculation of invalidity benefit for employed persons is based on a termination date on reaching 65 years of age as long as no other agreement has been reached due to a court judgement, settlement or other arrangement or the circumstances on which the calculation of the pension was based change. The total of all other benefits is subtracted from the amount insured when determining the amount which the insured person has to contribute towards regular pension payments if the capital value of the pension exceeds the amount insured or the sum remaining after all other benefits have been deducted.
7. If the settlement of a claim for damages demanded by HanseMerkur fails as a result of resistance on the part of the policy holder, HanseMerkur shall not bear responsibility for the additional expenditure incurred following the said declaration resulting from the claim, accrued interest and costs.

§ 3 - Exclusions

Insurance cover is not granted for

1. personal liability claims which exceed the personal liability limits stipulated by law.
2. claims involving salaries, pensions, wages, and other fixed income, food, medical treatment in the event of handicaps affecting work, welfare payments or claims resulting from legislation relating to civil unrest.
3. personal liability claims resulting from participation in horse, bicycle, and motor vehicle races, boxing or wrestling matches or martial arts such as Judo, Kung-Fu, and Karate etc. or training or preparing for such activities.

4. personal liability claims resulting from damage to property which the insured person has rented, leased, borrowed or 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 damage to earth, air or water (including stretches of water) and all other damage resulting there from.
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 and sons and daughters in-law, step-parents and step-children, grandparents and grandchildren, siblings as well as foster parents and children (persons which have become like parents and children due to a long-term relationship resembling a family);
 - b) between several insured persons covered by the same insurance policy as well as between the policy holder and the insured person of an insurance policy;
 - c) between several persons having jointly booked the journey and are travelling together.
7. personal liability claims for damage which results from the transmission of an illness contracted by the insured person.
8. personal liability of an owner, holder or driver of a motor vehicle, airplane or water-craft (excepting the water craft listed under § 1, Point 2 g and h) because of damage caused through the use of the vehicle, airplane or craft.
9. personal liability as owner, holder or keeper of animals as well as personal liability when hunting. The insurance cover of the keeper of animals according to § 1 Point 2. e) remains unaffected from this exclusion.
10. personal liability when performing a job, service or post (including an honorary position) or activities for all kinds of organizations.
11. personal liability of the insured person arising from hiring or lending out items to third parties.
12. personal liability claims for damage caused by the use of all kinds of weapons.

§ 4 – Special obligations and procedures in the case of an insured event occurring

(Amendment to § 6 of the general obligations listed in the General Section)

1. An event covered by the insurance in the context of this contract is a damage event which results in personal liability claims being made against the insured person.
2. If a preliminary inquiry is launched or a court order or writ is issued, the insured person must immediately notify HanseMerkur of this even if HanseMerkur has already been informed of the insured event. If proceedings are taken against the insured person or if legal aid is applied for or notice of legal action is given by a court, the insured person must immediately inform HanseMerkur of this. The same applies if the insured person is arrested, a temporary injunction is issued, or proceedings to secure evidence are instigated.
3. The insured person is obliged to do everything within his or her power to avert or reduce the damage while acting in accordance with the advice given by HanseMerkur and to do whatever possible to clarify the damage event to the extent which can be reasonably expected. The insured person must assist HanseMerkur to avert the damage and must support HanseMerkur in determining the damage and settling the claim, to submit comprehensive and accurate damage reports, to inform HanseMerkur of all circumstances which are relevant to the damage event, and to submit all written documents which HanseMerkur deems important with respect to evaluating the damage event.
4. If the insured person is taken to court as a result of the claim, the insured person must permit HanseMerkur to lead the proceedings and to grant the solicitor appointed by HanseMerkur the power of attorney and to supply him or her with all the information required. The insured person must lodge appeals against writs or orders for compensation issued by administrative authorities within the given deadline and to obtain the necessary legal advice without waiting for instructions from HanseMerkur.
5. The insured person is not authorized to accept full or partial liability for damages or to settle the claim without receiving prior approval from HanseMerkur. If the insured person acts in contravention to this, HanseMerkur is not liable to pay compensation in this case unless the insured person was not able to decline settlement or acceptance of the claim without being subjected to duress.
6. If the insured person is permitted to demand the revocation or reduction of the pension which must be paid due to changed circumstances, the insured person must permit HanseMerkur to exercise this right in the insured person's name. In this case, the regulations pursuant to § 4, Point 3 to 5 apply.
7. HanseMerkur is authorised to make any statements in the name of the insured person which it regards necessary to settle or avert a claim.
8. The legal consequences of breaching these duties are outlined in § 6, Point 2 of the General Section of VB-UR 2007 RS.

§ 5 – Compensation from other insurance policies

If compensation can be claimed for the insured event from a different insurance, the other policy has precedence over this policy. If the claim is first lodged with HanseMerkur, advance payment will be made by HanseMerkur. In addition, § 8 of the General Section of VB-UR 2007 RS applies.

HanseMerkur Reiseversicherung AG
Siegfried-Wedells-Platz 1, 20352 Hamburg, Germany, Telephone: ++49 (0) 40 - 41 19-10 00,
Fax: ++49 (0) 40 - 41 19-30 40
Internet: www.hmr.v.de, E-mail: reiseservice@hansemerkur.de