

Terms and Conditions of Travel Health Insurance
VB-KV 2014 (T-D)

In the present Terms and Conditions of Insurance, the policyholder and insured persons are referred to as "you". You are the policyholder if you have concluded an insurance contract with HanseMerkur. You are an insured person if, for example, you are travelling with the policyholder and are also insured under the terms of the policy. The policyholder may also be an insured person.

Your Terms and Conditions of Insurance comprise two sections.

Section A contains information on insured persons, insurance deadlines and payment of premiums. Section B includes the scope of cover for the insurance policies. In addition to benefits and eligibility for benefits, this section also stipulates exclusions and codes of conduct applying to the insurance policy.

A: General Section

(valid for all insurance policies specified in Section B)

1. By which date and for which term does the insurance policy need to be concluded?

The contract must be concluded before the start of the trip and for the entire duration of the trip.

The contract is not effective if you fail to observe these deadline when concluding the contract, even if a premium has been paid. In such a case, you are entitled to a refund of the premium paid.

2. When does insurance cover start and end?

1. Your insurance coverage starts as soon as you cross border, leaving your country of residence. The insurance coverage ends at the agreed point in time, latest when you cross border and return to your country of residence.
2. Insurance cover is extended beyond the agreed time if the planned end of the trip is delayed for reasons that are not your responsibility.

3. When does the premium fall due for payment?

1. The premium falls due for payment immediately upon conclusion of contract.
2. If premiums are collected from an account, this is done immediately after authorisation for direct debit is given. A payment is deemed to have been made in a timely manner if the premium can be collected and you do not object to the proper collection of the payment. If the premium due cannot be collected by us for reasons which are not your fault, payment will still be deemed to have taken place in a timely manner if instigated immediately upon receipt of a written demand for payment from HanseMerkur.
3. **If the premium is not paid in a timely manner and payment is made at a later date, cover does not commence until said later date. HanseMerkur is not required to pay benefits if the premium has not been paid when an insured event occurs.**
4. If payment of the premium is not made in a timely manner, HanseMerkur may withdraw from the contract for the duration of the period of non-payment. HanseMerkur may not withdraw from the contract if you are able to demonstrate that you are not responsible for the failure to pay.

4. Who is insured?

The persons named in the policy schedule or the group of people specified in the insurance certificate are covered by the insurance policy. If a family insurance policy is concluded, a family is classed as comprising a maximum of two adults accompanied by at least one travelling child under the age of 21 (regardless of family relationship). A total of up to 7 people may be insured under a family insurance policy.

5. To which trips does cover apply?

Cover applies to trips within the contractually agreed scope.

6. When does HanseMerkur pay compensation?

1. Payment will be effected within 2 weeks in circumstances where HanseMerkur has determined its duty to pay and identified the amount payable.
2. HanseMerkur converts costs incurred in a foreign currency into euros using the exchange rate on the day when it received the relevant receipts. The official currency exchange rate will apply insofar as you have not acquired the foreign currency to pay the invoices at a less favourable rate. HanseMerkur may deduct from the benefits any additional costs incurred by making transfers abroad or by using certain particular forms of transfer requested by you.
3. Payment obligations from other insurance contracts and state insurance providers take precedence over HanseMerkur's duty to provide insurance cover. HanseMerkur will make an advance payment if it is the first body to which the insured event is reported. HanseMerkur will waive the sharing of costs with a private health insurance company if this results in disadvantages for the insured person, e.g. loss of contribution refund.

7. Which law applies?

The present Terms and Conditions of Insurance are further governed by the German Insurance Act and by the Law of the Federal Republic of Germany.

8. What is the limitation period for my claims?

Claims under this insurance contract have a limitation period of 3 years. The period of limitation begins at the end of the year in which the benefit can be requested. If you have reported a claim, limitation is postponed until such time as you receive a decision from HanseMerkur in writing.

9. Which court is responsible?

Claims against HanseMerkur may be asserted in Hamburg or at the relevant court at your permanent place of residence or, in the absence of any permanent place of residence, at your usual place of residence at the time when you bring a claim.

10. What are the formal requirements and language of declarations of intent?

Declarations of intent and notifications made to the insurance company must be in writing (letter, fax, e-mail, electronic data media, etc.). The contract language is German.

B: Travel health insurance

Travel health insurance

Cover applies to trips abroad within the agreed scope of the tariff. "Abroad" does not include the territory of the country in which you are resident.

1. When is an insured event deemed to have occurred?

An insured event constitutes necessary medical treatment due to illness or the consequences of an accident. The insured event starts with treatment and ends once there is no longer medical evidence of the need for treatment. A new insured

event occurs if medical treatment needs to be extended to encompass an illness or consequence of an accident not causally related to that previously treated. An insured event also includes medically necessary treatment due to complaints during pregnancy, premature births up to the 36th week of pregnancy, miscarriages, medically necessary abortions and death.

2. Do I have a free choice of physicians and hospitals?

When abroad, you have a choice of physicians, dentists, alternative practitioners, chiropractors, osteopaths and hospitals

legally approved and certified for the country of stay, to the extent that these charge fees based on the relevant official, applicable fee schedule – if such a fee schedule exists – or charge fees based on the usual local rates. The hospital must be a facility approved and certified as a hospital in the country of stay, be under permanent medical supervision, have sufficient diagnostic and therapeutic options and maintain patient records.

3. Which treatment methods are covered?

HanseMerkur pays benefits for examination or treatment methods and for medicines that are fully or largely accepted by traditional medicine. In addition, it pays for methods and medicines which have become established in practice as equally promising or which are used because no traditional medical methods or medicines are available. These methods may include medical treatments and prescriptions based on the specific areas of homeopathy, anthroposophy or phytotherapy. In such cases, HanseMerkur may at any time reduce benefits to the amount that would have been incurred had existing traditional methods or medicines been used.

4. Which benefits are covered by my travel health insurance

1. Medical treatment costs

In the case of an insured event, HanseMerkur will reimburse you for the costs of medical treatment. Medical treatment within the meaning of the present Terms and Conditions of Insurance means the following necessary treatment.

- a) Outpatient treatment, pregnancy treatment, childbirth up to the end of 36th week of pregnancy (premature delivery), treatment due to miscarriages or medically necessary abortions
- b) Pain-relieving, preservative dental treatment, including simple dental fillings, provisional dental prostheses and repairs of existing dental prostheses
- c) Inpatient treatment. If necessary, HanseMerkur will also use its global emergency service to provide a guarantee to the hospital that the costs will be met.
- d) Medicines and dressings prescribed by a physician, dentist, alternative practitioner, chiropractor or osteopath
 - (medicines do not include nutriments and tonics or cosmetic supplements - even if these are medically prescribed).
 - Radiation, light and other physical therapies
 - Massages, medicinal packages, inhalations and physiotherapy
 - Simple aids to ensure provisional care during the insured trip HanseMerkur will reimburse the rental charge for such aids. If renting is not possible, HanseMerkur will reimburse the purchase price. HanseMerkur does not reimburse the costs of visual and hearing aids.

2. Information services

- a) Information about local physicians and hospitals
In the case of illness or accidents, HanseMerkur will inform you on request via our emergency service of the options regarding your medical care. If possible, we specify a German-speaking or English-speaking physician.
- b) Transfer of information between physicians
If you are treated as an inpatient, HanseMerkur can use its emergency service on request to establish contact between the physician commissioned by us or your family doctor and the physicians at the hospital providing treatment. It will also transfer information between the physicians involved during the hospital stay. HanseMerkur can contact your relatives on request.

3. Insurance benefits for premature births

To the extent that no other insurance cover is in place, in the case of premature births up to the end of the 36th week of pregnancy we will also reimburse the required medical treatment of the newborn child up to the amount of EUR 100,000.

4. Care services

- a) Accompanying person in the hospital for children up to the age of 18
If an insured child is treated as an inpatient, HanseMerkur will reimburse the cost of accommodating one accompanying person at the hospital.
- b) Travel supervision for minors

If all accompanying carers do not continue a trip as planned or end a trip due to an insured event, HanseMerkur will organise and pay for supervision of insured minors so as to enable them to continue or end the trip.

- c) Dispatch of medicines
If a medicine prescribed by a doctor is lost on the trip, HanseMerkur will consult with your family doctor to supply and send this medicine to you. You must repay the purchasing costs of the medicine to HanseMerkur within one month of the trip.
- d) Hospital visit
If it is certain that you will have to stay in hospital for more than 5 days, HanseMerkur will on request organise the journey of a family member to the site of the hospital and back to the place of residence. It will also reimburse the cost of the outward and return journey involved. This requires the hospital stay not to have ended by the time that the associated person arrives.
- e) Hotel costs
If a booked stay is disrupted or extended as a result of the hospital stay, HanseMerkur will reimburse the insured person and travelling persons also insured under the terms of the policy for additional overnight costs for up to 10 days. This amount is limited to EUR 2,500.

5. Recovery/transport/transfer/funeral costs

- a) Recovery costs
HanseMerkur will reimburse the costs of search, rescue or recovery due to an accident to an amount of up to EUR 5,000.
- b) Patient transport
HanseMerkur will reimburse the cost of transporting patients for treatment at the nearest suitable hospital or with the nearest suitable physician and reimburse the cost of return transport back to the patient's accommodation.
- c) Repatriation of patients
HanseMerkur will organise and reimburse the costs of transport back to the nearest suitable hospital at your place of residence, to the extent that one of the following conditions is met.
 - The repatriation is medically advisable and reasonable.
 - The prognosis of the doctor in charge is that the hospital
 - than the repatriation.HanseMerkur will also pay the costs of a travelling person also insured under the terms of the policy to the extent that this attendance is medically necessary, officially stipulated or specified by the company performing the transport.
- d) Costs of repatriation of mortal remains
HanseMerkur will organise and pay for the repatriation of the mortal remains of deceased persons to the permanent place of residence.
- e) Funeral costs
HanseMerkur will organise and pay the costs of a funeral abroad up to the amount that would have been incurred for a repatriation of mortal remains.
- f) Luggage recovery
HanseMerkur will organise and pay for the additional transport of luggage to the extent that all adults insured under the terms of the policy have been repatriated or are deceased.

6. Subsequent benefits abroad

If your illness requires medical treatment beyond the original end of the insurance cover and if evidence can be provided that your journey back is not possible due to inability to travel, HanseMerkur will extend cover (including a repatriation if this is required) until the ability to travel has been restored.

7. Telephone costs for contacting the emergency centre

If an insured event occurs, HanseMerkur will reimburse phone costs resulting from initial contact with the emergency service centre.

8. Compensation for expenses

You are initially required to submit all costs of medical treatment to another service provider/insurance company participating in the reimbursement. In such a case, HanseMerkur will pay you a hospital daily benefit for up to 14 days of EUR 50 per day if you are treated as an inpatient. In the case of outpatient treatment (regardless of

the number of treatments and diseases), HanseMerkur will pay an additional one-off amount of EUR 25.

9. Alternative hospital daily benefits

If you are treated as an inpatient, you can choose between reimbursement of the costs of inpatient treatment and a daily benefit of EUR 50 per day for up to 30 days from the start of the inpatient treatment. The option must be exercised immediately at the commencement of inpatient treatment.

5. Which cover restrictions do I need to consider?

1. Restrictions to benefits

HanseMerkur may reduce benefits to a suitable amount if treatment exceeds what is medically necessary or if the costs of medical treatment exceed the usual local amount.

2. Exemption from performance

HanseMerkur does not pay benefits if you maliciously deceive us regarding circumstances which affect the reason for or amount of the benefit or you act with intent in causing the damage.

HanseMerkur further does not pay benefits for the following.

- a) Treatments which were the sole reason or one of the reasons for embarking upon the trip
- b) Treatments in respect of which it was clear before commencement of the trip that such treatments would have to be performed if the trip took place due to the fact that a medical condition had already been diagnosed by a physician. An exception in this regard is made if the trip took place due to the death of a spouse or a first-degree relative.
- c) Medical conditions including the consequences of such conditions and the consequences of accidents which are caused by foreseeable war events and an active participation in violent acts during unrest. War events and civil unrest are deemed foreseeable if the Foreign Office of the Federal Republic of Germany releases a travel warning for the relevant country before the start of the trip.
- d) Health resort and sanatorium treatments and rehabilitation measures Notwithstanding this, cover applies if such treatments follow insured inpatient hospital treatment due to a severe stroke, severe heart attack, or severe skeletal disease (spinal disc operation, hip prosthesis) and serve to reduce the length of stay in an acute-care hospital. HanseMerkur must be informed of the planned stay and approve such benefits in writing before the start of treatment.
- e) Withdrawal measures including withdrawal treatment
- f) Outpatient treatment at a spa or health resort. This restriction does not apply if medical treatment becomes necessary due to an accident occurring in such a facility. This restriction does not apply to medical conditions in circumstances where the insured party is only at a spa town or health resort temporarily and is not attending for treatment.
- g) Treatment provided by a spouse, parents, children or by individuals sharing accommodation with the insured person in their own or in a host family. Material expenses will be reimbursed where evidence can be provided.
- h) Treatment or accommodation made necessary because of infirmity, a need for care or custody
- i) Psychoanalytical and psychotherapeutic treatment
- j) Pivot teeth, inlay fillings, crowns, orthodontic treatment, preventive treatment, occlusal appliances and tracks, functional analytical and functional therapeutic services and implantological dental services
- k) Immunisations or preventative measures
- l) Organ donations and the consequences of such donations

6. What do I need to do in the case of an insured event (Obligations)?

1. Duty to minimise costs

Keep the damage to a minimum and avoid everything that might result in an unnecessary increase in cost.

In circumstances where HanseMerkur approves the return transport in accordance with the type of illness and the treatment required, you must, if you are able to travel, agree to transportation back to your place of residence or to the hospital nearest to your place of residence.

2. Immediate contact

In the case of inpatient treatment at a hospital and before the start of extensive diagnostic and therapeutic measures,

you must make contact with the global emergency service of HanseMerkur immediately.

3. Duty to provide information

You must provide all information regarding the insured event truthfully and in full. You must fully complete and return the claim form sent to you. Any receipts and relevant information additionally requested by HanseMerkur must be provided in the same way.

Insofar as deemed necessary by HanseMerkur, you are required to submit to examination by a physician commissioned by HanseMerkur.

You must submit the following evidence, which subsequently becomes the property of HanseMerkur.

- a) Original receipts containing the name of the person treated, the name of the medical condition and the details of the services provided by the treating physician according to type, location and treatment period. If other cover in place for medical treatment costs is used first, invoice copies with reimbursement notes will constitute sufficient evidence.
- b) Prescriptions together with the physician's invoice and invoices for medicines and aids
- c) An official death certificate and a physician's note stating the cause of death, if payment is to be made for transport or funeral costs
- d) Additional evidence and receipts requested by HanseMerkur to check its payment obligation if it is reasonable for you to provide such

3. Compensation claims against third parties

Compensation claims against third parties are covered by HanseMerkur to the amount of the payment made according to the legal provisions. HanseMerkur is required to ensure that you do not suffer any disadvantage in this regard. If necessary, you are required to assist with the assertion of the compensation claim.

5. Consequences in the case of non-compliance with obligations

HanseMerkur is no longer required to pay benefits if you act with intent in breaching one of the above obligations. In the case of grossly negligent breach of an obligation, HanseMerkur is entitled to reduce benefits in accordance with severity of fault. Cover will remain in place if you are able to demonstrate that you did not act in a grossly negligent manner in breaching the obligation.