

Important information

Insurer: Your insurer is Europäische Reiseversicherung AG, Vogelweidestraße 5, D-81677 Munich, Germany; Registered office of the Company: Munich (HRB 42 000). Chairman of the Supervisory Board: Dr. Heiner Hasford; Board of Management: Wolfgang Diels (Chairman), Richard Bader, Helmut Held. VAT No. DE 129274536.

Regulatory Authority: Federal Financial Supervisory Authority, Graurheindorfer Straße 108, D-53117 Bonn, Germany

Insurance Cover: Insurance cover is provided for the persons listed in the premium note or in the travel confirmation provided by the travel operator for the trips at the rates of Europäische Reiseversicherung AG documented there. You will find the scope of benefits covered by your rate under "Policy cover" in the rate tables.

Insurance Conditions: The Terms and Conditions of Travel Insurance for Trips in Germany (VB-ERV/TID 2007) are applicable to all travel insurances documented in the insurance certificate. German law is applicable to the insurance policy and its initiation.

Level and Due Date for the Insurance Benefit: The scope of the insurance benefit is based on the agreed sum insured and the relevant loss or damage, as well as the agreed excess and as applicable any existing underinsurance. Once the cause and extent of EURO-PÄISCHE's liability has been established, the benefit must be paid within two weeks.

Premium: The premium is documented on the premium note or the travel confirmation for each insurance policy and includes the relevant insurance tax. Insurance premiums are free of value added tax. No charges are levied. The premium is due immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.

Please Note: No insurance cover is provided if the policyholder is in arrears with the first premium when the first insured event occurs.

Right of Revocation: The policyholder has the right to revoke his/her policy declaration within two weeks. The revocation must be made to the insurer in text form and it is not necessary to include any justification. Punctual dispatch of the revocation is sufficient to comply with the deadline. The revocation period begins when the policyholder receives the insurance certificate with the following content: contractual conditions including the terms and conditions of insurance, the information given and this statement on the right of revocation. The right of revocation is not applicable to insurance policies with a term of less than one month. If the policyholder exercises his/her right of revocation, the insurance policy is terminated on receipt of the revocation. The insurer will reimburse the premium pro rata.

Start of Insurance Cover: The policy comes into force when the booking is made. The insurance cover begins with conclusion of the insurance policy in the Travel Cancellation Insurance at the earliest with booking the trip, in the Incoming Medical Insurance at the earliest with entry into Germany and in all other travel insurances with the start of the trip.

End of Insurance Cover: The insurance cover ends automatically in the Travel Cancellation Insurance when the trip commences, in the Incoming Medical Insurance when the insured period expires, at the latest after leaving Germany, in the other travel insurances with expiry of the insured period, at the latest when the insured trip ends.

Place of Jurisdiction in Germany: The place of jurisdiction for lawsuits against the insurer shall be Munich or the place of residence of the policyholder in Germany.

Language / Declarations of Intent: The terms and conditions of insurance and other information are provided in the German language. Communication with the policyholder will also be in German. Declarations of intent must be in the written form (letter, fax, email). Verbal agreements are not legally effective.

Complaints: The policyholder can take any complaints against the insurer to the regulatory authority referred to above.

German Data Protection Act (Bundesdatenschutzgesetz, BDSG)

We hereby inform you that in the event of a claim, data will be stored and communicated as necessary to any relevant associations relating to the insurance industry and the appropriate reinsurers, and to doctors and assistance organizations for purposes of providing assistance, if this is necessary for proper performance of the contractual relations. The regulations of the Federal Data Protection Act relating to data transfer are not affected. You will be informed of the address of the relevant data recipient on request.

Contact

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

(0 89) 41 66-17 67

from Monday to Friday between 8.00 and 20.00.

Event of a claim**What do I have to do in the event of a claim?**

Restrict losses and damage as much as possible, notify your claim immediately and submit originals of suitable verifications. If you claiming under another insurance policy (e.g. costs of medical treatment), submit copies of invoices provided with the original reimbursement stamp.

Please forward claim notifications immediately to:

Europäische Reiseversicherung AG
Leistungsabteilung, Postfach 80 05 45,
D-81605 Munich, Germany
Tel. +49 (0) 89 41 66 -17 99

You can also make claim notifications relating to travel insurance via the Internet by clicking on www.ERV.de/schadensmeldung.

Terms and Conditions of Travel Insurance for Trips in Germany provided by Europäische Reiseversicherung AG (VB-ERV/TID 2007)

The following terms and conditions under articles 1 – 12 and the → glossary apply to all types of travel insurance for trips in Germany offered by Europäische Reiseversicherung AG (hereinafter referred to as EUROPAISCHE). The following parts A – E govern the cover provided by each type of insurance.

General Terms and Conditions

Article 1 Insured trip

Insurance cover is provided for the relevant insured trip in Germany. Any excursions undertaken to neighbouring countries → abroad during this trip with a duration in each case of a maximum period of 48 hours are also included.

Article 2 Beginning and end of insurance cover

The insurance cover

- must be concluded for the duration of the entire trip;
- begins in the Travel Cancellation Insurance (part A, §§ 3 – 5) with the conclusion of the insurance policy and ends when the trip commences (→ commencement of trip);
- begins in the Incoming Medical Insurance for Foreign Visitors (part C) with the agreed point in time, but at the earliest when the → insured person enters Germany and ends at the agreed point in time, but at the latest when the → insured person finally leaves Germany;
- begins in the other insurance packages at the agreed point in time, but at the earliest on → commencement of trip and ends at the agreed point in time, but at the latest on ending the insured trip;
- will extend beyond the agreed point in time if the scheduled end of the trip is delayed for reasons beyond the control of the → insured person.

Article 3 Premium

- The premium is due → immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.
- If the premium has not been paid when the insured event occurs, EUROPAISCHE will be released from the obligations to make payments, provided that the → policyholder is responsible for nonpayment.

Article 4 Exclusions

- Loss or damage resulting from war, civil war, events similar to war, civil commotions, → pandemics, nuclear energy or other ionising radiation, strikes and other forms of industrial action, requisition, and other events relating to Act of God.
- However, there shall be insurance cover if the → insured person is unexpectedly affected during the insured trip by an event involving a war or civil war. This insurance cover lapses at the end of the seventh day after the → commencement of a war or civil war. The extension will not apply to trips in states where a war or civil war is already in progress on the territory of the state at the point in time when the → insured person entered the state, or where the outbreak of hostilities was predictable. The extension is also not applicable to active participation in the war or civil war and for accidents with ABC weapons.
- Loss or damage in connection with terrorist attacks is not covered, if the Foreign Ministry issued a travel alert for the corresponding destination territory before the → start of the trip.

Article 5 Obligations following occurrence of the insured event

- The → insured person is under an obligation,
 - not to do anything which might result in an unnecessary increase in costs (obligation to reduce losses);
 - to notify EUROPAISCHE of the loss or damage → immediately;
 - to allow EUROPAISCHE to carry out any reasonable investigations into the cause and extent of its liability to make payment, truthfully to give any factual information which may be helpful for this purpose, to supply original documents in support, and, where appropriate, to release the doctors providing treatment from their duty of professional confidentiality, if knowledge of data is necessary in order to establish whether EUROPAISCHE has an obligation to pay the claim and if so, the level of payment to be made.
- If any of the above obligations is intentionally not met, EUROPAISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPAISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the → insured person. EUROPAISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPAISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the → insured person has acted fraudulently.

Article 6 Payment of benefit

Once the cause and extent of EUROPAISCHE's liability has been established, the benefit must be paid within two weeks.

Article 7 Claims against third parties

- To the extent allowed by law, claims for damages against third parties are assigned to EUROPAISCHE up to an amount equal to the sum paid out.
- The → insured person will be under an obligation, where required, to assign claims for damages in this amount to EUROPAISCHE.

Article 8 Special reasons for lapse of cover

EUROPAISCHE is released from its liability to make payment if, after the occurrence of the insured event, the → insured person deliberately attempts to deceive EUROPAISCHE as to the circumstances which are material to the cause or extent of its liability to make payment or intentionally or deliberately makes untrue statements, particularly in the claim notification, even when this does not cause loss or damage to EUROPAISCHE. In the case of intentional wrongdoing, EUROPAISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPAISCHE has an obligation to pay the claim and if so, the level of payment to be made.

Article 9 Benefits under other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, these liability obligations shall take precedence. This shall also be applicable if a subordinated liability has been agreed in one of these insurance policies. The claims of the → insured person shall not be affected and shall not be impaired by this circumstance. If the → insured person reports the insured event to EUROPAISCHE, the latter will perform first and settle the claim in accordance with the terms and conditions of insurance.

Article 10 Domestic jurisdiction / Applicable law

- Jurisdiction for actions against EUROPAISCHE will be vested in the courts of Munich or in the courts of the place of residence of the → policyholder in Germany.
- Where legally permitted, the applicable law will be the law of Germany.

Article 11 Statute of limitations

- Claims arising from the insurance policy shall lapse within three years. The limitation of time commences at the end of the year in which the claim arose and came to the attention of the → insured person or must have come to that person's attention.
- If the → insured person has notified his/her claim to EUROPAISCHE, the limitation of time is suspended until the → insured person has received the decision from EUROPAISCHE.

Article 12 Notices and declarations of intent

Notices and declarations of intent of the → insured person, the → policyholder and EUROPAISCHE must be in writing (e. g. letter, fax, email), unless expressly agreed to the contrary. → Insurance agents shall not be authorised for acceptance.

A	Travel Cancellation and Curtailment Insurance
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§ 1 Cover provided

EUROPAISCHE will pay benefit for

- cancellation of the trip;
- delayed → commencement of trip;
- natural events occurring at the holiday resort before → commencement of trip;
- unscheduled termination of the trip;
- unused → travel services;
- extended stay;
- natural events during the trip, in so far as the → insured person or a risk person was affected by an insured event which was not foreseeable at the time when the trip was booked and on account of which it was unreasonable for the → insured person to complete the scheduled trip.

§ 2 Insured events/ Risk persons

- Insured events are
 - death;
 - serious injury resulting from an accident;
 - unexpected serious illness;
 - pregnancy;
 - immunisation intolerance;
 - breaking of prostheses and loosening of implanted joints;
 - loss or damage to property due to fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, earthquake, landslide or criminal action by a third party, if the loss or damage is substantial or the presence of the → insured person is necessary for loss assessment;
 - loss of employment as a result of unexpected dismissal by the employer for business reasons;

- the taking up of employment where this person was registered as unemployed when the trip was booked;
 - school examinations that have to be taken in order to move up to the next higher class or to obtain the → school leaving certificate (resit examinations), if the date for the → school examination falls unexpectedly in the insured travel time or is scheduled to take place within 14 days of the scheduled end of the trip.
- Risk persons are
 - the → relatives of the → insured person;
 - carers;
 - persons travelling on the trip and their → relatives and → carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. → Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Cancellation of the trip

EUROPAISCHE will reimburse the contractually agreed cancellation charges, if the → insured person cannot undertake the trip for an insured reason.

§ 4 Delayed → start of trip

- EUROPAISCHE will pay the verified additional costs of the outward trip up to the amount of the cancellation costs which would have been incurred if the trip had been cancelled → immediately and did not exceed the agreed insured sum.
- A prerequisite for this is that the → insured person would have been entitled to insurance benefit in the event of cancellation of the trip pursuant to § 3. The costs will be paid corresponding to the type and standard of the outward trip originally booked.

§ 5 Natural events at the holiday resort before → commencement of trip

- If the trip cannot be undertaken as a result of fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, earthquake or landslide at the holiday resort, EUROPAISCHE will pay the contractually agreed cancellation costs up to the amount of the insured sum.
- In the case of delay to → commencement of trip, EUROPAISCHE will pay verified additional costs of the outward trip up to the amount of the cancellation costs which would have been incurred if the trip had been cancelled → immediately and did not exceed the agreed insured sum. A prerequisite for this is that the → insured person would have been entitled to insurance benefit in the event of cancellation of the trip in accordance with item 1. The costs will be paid corresponding to the type and standard of the outward trip originally booked.

§ 6 → Curtailment of the trip / Unscheduled curtailment

If the → insured person cannot complete the → insured trip as scheduled on account of an insured event, EUROPAISCHE will pay for the additional costs of the return journey corresponding to the type and standard originally booked, provided that the return trip was booked and insured with the outward trip.

§ 7 → Travel services not used

EUROPAISCHE will pay the pro rata travel price for the → travel services not used up to the amount of the contractually agreed sum, less the return travel costs, if the trip was curtailed prematurely on account of an insured event.

§ 8 Extended stay

- If it is not possible to transport the → insured person or a risk person travelling with him/her due to a serious injury as a result of an accident or unexpected serious illness during the insured trip, and if he/she is therefore not able to complete the insured trip as scheduled, EUROPAISCHE will pay for each event the verified additional costs which the → insured person incurs for accommodation
 - up to € 1,500, if an accompanying risk person is undergoing hospital treatment or
 - up to € 750, if only out-patient treatment is given to the → insured person or an accompanying risk person.
- A prerequisite for this is that the accommodation was booked and insured with the trip. Where such costs are paid, the standards originally booked will be taken as the basis. The costs of hospitalisation will not be paid.

§ 9 Natural events during the trip

If the insured trip cannot reasonably be completed on schedule as a result of explosion, storm, lightning strike, flooding, inundation, avalanche, earthquake or landslide or if the presence of the → insured person is required at their place of residence on account of such an event, EUROPAISCHE will pay the additional cost for the unscheduled return trip and the extended stay. The prerequisite for this is that the accommodation and/or the return journey was booked and insured with the outward journey. The costs will be paid corresponding to the type and standard originally booked.

§ 10 Exclusions

No insurance cover is provided,

- if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, an aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- in the case of →chronic psychiatric illnesses, even if these occur as episodes;
- in the case of medical interventions on donor organs and other aids (e.g. hearing aids).

§ 11 Obligations following occurrence of the insured event

- In order to receive a benefit pursuant to § 3 or § 5 no. 1, the →insured person will be under an obligation to cancel the trip →immediately on the occurrence of the insured cause of cancellation in order to keep the cancellation charges to a minimum.
- The →insured person shall submit the following documents to EUROPÄISCHE:
 - proof of insurance, booking documents and as necessary a bill for cancellation costs;
 - in the case of serious injury due to an accident, unexpected serious illness, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - in the case of death a death certificate;
 - in the case of damage to property suitable verifications (e.g. police report);
 - in the case of loss of employment the notice of termination from the employer;
 - in the case of taking up employment the notification of deregistration from the Job Centre and a copy of the new employment contract as proof of the new employment;
 - in the case of a resit for an examination a certificate of confirmation from the →school;
 - in the case of cancellation of a holiday home, a hire car, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hire item for further rental purposes.
- If any of the above obligations is intentionally not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 12 Excess

The excess to be paid by the →insured person for each insured event shall be 20 % of the benefit payment, but at least € 25 per insured trip.

§ 13 Value insured / Underinsurance

- The sum insured per insured trip must correspond to the full agreed price of the trip (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
- If the sum insured is lower than the value insured when an insured event occurs (underinsurance) EUROPÄISCHE will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

B Medical Return Transport Insurance with Medical Emergency Assistance

§ 1 Cover provided

- In the event of serious illnesses, which occur in acute form on the insured trip, or in the event of accidents, EUROPÄISCHE will pay the costs of
 - medical return transport;
 - treatment including medical transport during excursions to neighbouring countries →abroad;
 - repatriation of the deceased person in the event of death.
- EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following medical emergencies during the trip.
- A prerequisite for insurance cover in the neighbouring country →abroad is that the excursion is scheduled for a maximum of up to 48 hours.

§ 2 Medical evacuation

As soon as it is medically prudent and reasonable, EUROPÄISCHE will organise the return transport of the →insured person to his/her place of residence or to a suitable hospital nearest to his/her place of residence, by a medically appropriate means of transport (including air ambulance) and will pay for the costs incurred for this service.

§ 3 Excursions to the neighbouring country →abroad

- If the →insured person undertakes an excursion to the neighbouring country →abroad during their trip in Germany, EUROPÄISCHE will pay the costs for
 - medical transport to the hospital in the neighbouring country →abroad or in Germany and back to the accommodation at the holiday resort;
 - the medical treatment required →abroad, which is performed or ordered by doctors;
 - dental treatment for the relief of pain up to a total of € 250 for each insured event.
- If treatment as an in-patient in a hospital is required, EUROPÄISCHE will give the hospital a guarantee to pay costs up to € 15,000. In the name of and at the request of the →insured person it will settle with the bodies responsible for bearing the costs of treatment. Any sums paid by EUROPÄISCHE that are not borne by the responsible insurance companies must be paid back to EUROPÄISCHE by the →insured person within one month of the account being rendered.

§ 4 Hospital visit

If the →insured person has to be treated in hospital during the trip and if hospitalisation looks likely to last for more than five days, EUROPÄISCHE, if requested, will organise a trip for a person close to the →insured person to the place of hospitalisation and from there back to his/her place of residence. EUROPÄISCHE will pay the costs of the means of transport.

§ 5 Repatriation

If the →insured person dies on the trip, EUROPÄISCHE, on the request of the →relatives, will organise repatriation of the deceased person to the place of burial and will pay the costs for this.

§ 6 Search, rescue and recovery costs

If the →insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, EUROPÄISCHE will pay costs of up to € 5,000.

§ 7 Return transport for children

- If children under the age of 16 travelling on the trip can no longer be cared for because of death, injury due to serious accident or unexpected serious illness suffered by the →insured person, EUROPÄISCHE will organise return travel to the place of residence.
- EUROPÄISCHE will pay for the additional costs arising over and above the cost of the return journey originally planned.

§ 8 Exclusions / restrictions

The following are not insured

- medical treatment which was the reason for taking the excursion to the neighbouring country →abroad;
- medical treatment and other measures ordered by a doctor where the →insured person was aware when starting the excursion (→commencement of trip) that if the excursion took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
- deterioration of existing disease, if it was foreseeable before the →commencement of the trip;
- purchase and repair of heart pacemakers, prostheses, aids to sight and hearing aids.

§ 9 Obligations following occurrence of an insured event

- The →insured person will be under an obligation
 - to make contact with the Emergency Call Centre of EUROPÄISCHE →immediately after the insured event has occurred. This is not applicable if only out-patient treatment is to be carried out →abroad;
 - to submit to EUROPÄISCHE the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of EUROPÄISCHE.
- If any of the above obligations is intentionally not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

C Incoming Medical Insurance for Foreign Visitors with Medical Emergency Assistance

§ 1 Cover provided

- In the event of serious illnesses, which occur in acute form on the insured trip, or in the event of accidents, EUROPÄISCHE will pay the costs of
 - medical treatment in Germany;
 - medical treatment during excursions to neighbouring countries →abroad;
 - medical transport;

d) repatriation of the deceased person in the event of death.

- EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following medical emergencies during the trip.
- A prerequisite for insurance cover in the neighbouring country →abroad is that the excursion is scheduled for a maximum of up to 48 hours.

§ 2 Medical treatment

- EUROPÄISCHE will pay the costs of necessary medical treatment carried out or ordered by doctors. This includes in particular the costs of:
 - in-patient treatment in hospital including operations;
 - out-patient treatment;
 - drugs, medicines and bandages;
 - medical treatment of complications in pregnancy, termination of pregnancy on medical grounds, and miscarriages and premature births up to and including the 32nd week of pregnancy;
 - the costs of necessary treatment for the newborn child required up to a figure of € 25,000, in the event of a premature birth up to and including the 32nd week of pregnancy;
 - dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of € 250 for each insured event;
 - aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness sustained on the insured trip up to a total of € 250 for each insured event.
- The costs of medical treatment in Germany are paid in the amount of the fee rates as defined in the Physicians' Fees Schedule (Gebührenordnung für Ärzte, GOÄ). Fee agreements are not recognised by EUROPÄISCHE.
- If medical return transport to the place of residence in the →home country of the →insured person is impossible by the end of the insured trip because it is not possible to move the →insured person on the basis of medical confirmation, EUROPÄISCHE will pay the costs of medical treatment up until the day when it is possible to move the →insured person.
- If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, EUROPÄISCHE will pay the costs of accommodation for an accompanying person in the hospital.
- If treatment as an in-patient in a hospital is required, EUROPÄISCHE will give the hospital a guarantee to pay costs up to € 15,000. In the name of and at the request of the →insured person it will settle with the bodies responsible for bearing the costs of treatment. Any sums paid by EUROPÄISCHE that are not borne by the responsible insurance companies must be paid back to EUROPÄISCHE by the →insured person within one month of the account being rendered.

§ 3 Medical transport / Repatriation

- EUROPÄISCHE will pay the costs for
 - medical transport to the hospital in Germany or in the neighbouring country →abroad and back to the accommodation at the holiday resort;
 - medically reasonable evacuation of the →insured person to his/her place of residence in the →home country or to a suitable hospital nearest to his/her place of residence in the →home country, by a medically appropriate means of transport (including air ambulance);
 - repatriation of the →insured person to the place of burial in the event of death;
- EUROPÄISCHE will also take responsibility for the organisation in the case of medical return transport in accordance with No. 1 b) and repatriation in accordance with No. 1 c).

§ 4 Hospital visit

If the →insured person has to be treated in hospital during the trip and if hospitalisation looks likely to last for more than five days, EUROPÄISCHE, if requested, will organise a trip for a person close to the →insured person to the place of hospitalisation and from there back to his/her place of residence. EUROPÄISCHE will pay the costs of the means of transport.

§ 5 Search, rescue and recovery costs

If the →insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, EUROPÄISCHE will pay costs of up to € 5,000.

§ 6 Return transport for children

- If children under the age of 16 travelling on the trip can no longer be cared for because of death, injury due to serious accident or unexpected serious illness suffered by the →insured person, EUROPÄISCHE will organise return travel to the place of residence.
- EUROPÄISCHE will pay for the additional costs arising over and above the cost of the return journey originally planned.

§ 7 Exclusions / Restrictions

- The following are not insured
 - medical treatment which was the reason for →commencement of the insured trip;

- b) medical treatment and other measures ordered by a doctor where the →insured person was aware when starting the trip (→commencement of trip) that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
 - c) medical treatment of diseases which already existed and were known at the →commencement of the trip, and deterioration of existing diseases, if they were foreseeable at the →start of the trip;
 - d) purchase and repair of heart pacemakers, prostheses, aids to assist sight and hearing aids;
 - e) costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the consumption of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
 - f) rest-cure, sanatorium or wellness treatments, as well as acupuncture, fango, and massages;
 - g) need for long-term care or safe-keeping;
 - h) psychoanalytical and psychotherapeutic treatment, as well as hypnosis;
 - i) optional benefits, e.g. single room or treatment by a chief physician;
 - j) treatments by spouses, parents or children. Verified non-personnel costs will be paid in accordance with the schedule of charges;
 - k) treatment as a result of attempted suicide and its consequences, including medical evacuation and repatriation due to death resulting from suicide;
 - l) the costs of routine examinations during pregnancy and after the 32nd week of pregnancy, the costs of medical treatment of complications in pregnancy, termination of pregnancy on medical grounds, and giving birth and the consequences. Termination of pregnancy on non-medical grounds is not covered at any time.
2. If a treatment or some other measure exceeds the level necessary on medical grounds (→medically necessary treatment), EUROPÄISCHE is entitled to reduce its payment to a reasonable amount. The calculated fees and charges must not exceed the scope generally deemed to be customary and reasonable in the relevant country. Otherwise, EUROPÄISCHE may restrict the reimbursement to standard rates applicable in the country.

§ 8 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation
- a) to make contact with the Emergency Call Centre of EUROPÄISCHE →immediately before the start of in-patient treatment and before medical evacuation is carried out;
 - b) to submit to EUROPÄISCHE the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of EUROPÄISCHE.
2. If any of the above obligations is intentionally not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 9 Excess

1. The →insured person will bear an excess for the costs of medical treatment amounting to € 100 for each insured event.

D Travel Baggage Insurance

§ 1 Insured articles

The insured baggage means articles which are personal travel requisites, as well as sports equipment, presents, and souvenirs of the trip.

§ 2 Cover provided

1. Accompanied baggage
EUROPÄISCHE will pay benefit if accompanied baggage is lost or damaged during the trip as a result of
- a) criminal action by a third party;
 - b) accidents sustained by the means of transport;
 - c) fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake and landslide.
2. Unaccompanied baggage
EUROPÄISCHE will pay benefit if unaccompanied baggage is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

§ 3 Level of benefit

If an insured event occurs, EUROPÄISCHE will make payment up to the sum insured for

- a) articles lost or destroyed; this benefit will be the →current value;

- b) articles damaged; this benefit will be the necessary cost of repair and, where appropriate, an amount for permanent loss of value, but not more than the →current value;
- c) films, video, audio and data media; this benefit will be the material value;
- d) identity documents and visas, the official charges for obtaining new documents.

§ 4 Exclusions/Restrictions

1. The following are not covered:
- a) spectacles, contact lenses, hearing aids and prostheses;
 - b) money, securities, tickets and documents of any type with the exception of official identity documents and visas;
 - c) consequential pecuniary loss.
2. Restrictions on insurance cover
- a) As unaccompanied baggage, video and photographic equipment, including accessories, and jewellery and valuables, are not insured. As accompanied baggage, these items are covered up to 50 % of the insured sum. Items of jewellery and valuables are only covered if they are locked in a fixed, closed container (e.g. safe) or are carried around securely with the →insured person;
 - b) IT equipment and software including the relevant accessories are insured up to € 500;
 - c) Sports equipment including accessories are in each case insured up to 25 % of the insured sum. They are not insured if they are being used in accordance with the normal rules and procedures;
 - d) Presents and souvenirs are insured up to 10 % of the insured sum;
 - e) Insurance cover for damage to baggage while using a tent and camping is only covered at officially organised camping sites.
3. Baggage in a parked motor vehicle
Insurance cover is provided if baggage is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle secured with a lock and the loss is sustained between the hours of 6.00 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

§ 5 Obligations following occurrence of an insured event

1. The →insured person is under an obligation to report loss or damage caused by criminal action →immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the items lost, and to have the fact of loss or damage confirmed. EUROPÄISCHE must be supplied with a confirming certificate.
2. Damage to unaccompanied baggage must be reported →immediately to the transport company or the company providing accommodation. Where loss or damage is not apparent from the outside, the transport company must be requested, after the discovery, →immediately, to provide a written certificate relating to it within the prevailing deadlines for claiming, but not more than within seven days of handing out the item of baggage. EUROPÄISCHE must be supplied with appropriate certificates confirming this.
3. If any of the above obligations is intentionally not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 6 Special reasons for lapse of cover

1. If the →insured person intentionally caused the loss or damage or deliberately attempts to deceive EUROPÄISCHE as to the circumstances which are material to the cause or the level of the benefit, EUROPÄISCHE shall be released from its liability to make payment. In the case of intentional wrongdoing, EUROPÄISCHE will still be liable to make payment to the extent that the breach does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.
2. If the →insured person causes the loss or damage by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person.

E Bicycle Insurance

§ 1 Breakdown/Accident

If a trip cannot be continued because of breakdown or accident to the bicycle being used by the →insured person on the trip, EUROPÄISCHE will pay repair costs of up to € 100 for each insured event to make the bicycle roadworthy again. If a repair is not possible on the spot, EUROPÄISCHE will pay the additional costs of travel, up to € 100

per insured event, to the point of departure or destination of that day's leg of the trip. Flat tyres are not covered.

§ 2 Theft

1. If the bicycle being used by the →insured person on the trip is lost as a result of theft, EUROPÄISCHE will reimburse the →current value, but to a maximum of € 500 for each insured event. Bicycles loaned or rented during the trip are not insured.
2. If a trip cannot be continued as planned because of the theft of the bicycle being used by the →insured person on the trip, EUROPÄISCHE will pay the additional costs of travel, of up to € 250 per insured event, to the place of residence of the →insured person or destination of that day's leg of the trip.

§ 3 Damage and loss

1. EUROPÄISCHE will pay benefit, if the bicycle used by the →insured person on the trip is damaged or lost
- a) through an accident involving a means of transport;
 - b) while it is in the custody of a transport company, a company providing accommodation or a baggage deposit.
2. If an insured event occurs, EUROPÄISCHE will make payment up to a maximum payment of € 500 for
- a) destroyed or lost bicycles; this benefit will be the →current value;
 - b) damaged bicycles; this benefit will be the necessary repair costs and, where appropriate, an amount for permanent loss of value, but not more than the →current value.
3. Damage and loss is not insured, if the bicycle is being used in accordance with the normal rules and procedures or if the bicycle has been loaned or hired during the trip.

§ 4 Compensation from this insurance policy

The benefit arising from the same claim will only be paid once. If individual benefits within an insurance policy are covered several times, the specified sums will not be added together. The maximum agreed individual sum will be applicable.

§ 5 Obligations following occurrence of the insured event

1. The →insured person is under an obligation to report the theft of the bicycle →immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, and to have the fact of loss confirmed. EUROPÄISCHE must be supplied with a confirming certificate.
2. Damage to unaccompanied or deposited bicycles must be reported →immediately to the transport company, the company providing accommodation or the baggage deposit company. Where loss or damage is not apparent from the outside, the relevant company must be notified in writing, after the discovery, →immediately and within the prevailing deadlines for claiming, but not within more than seven days of handing out the bicycle. EUROPÄISCHE must be supplied with appropriate certificates confirming this.
3. The loss or damage incurred must be verified by submitting the appropriate invoices.
4. If any of the above obligations is intentionally not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 6 Special reasons for lapse of cover

1. If the →insured person intentionally caused the loss or damage or deliberately attempts to deceive EUROPÄISCHE as to the circumstances which are material to the cause or the level of the benefit, EUROPÄISCHE shall be released from its liability to make payment. In the case of intentional wrongdoing, EUROPÄISCHE will still be liable to make payment to the extent that the breach does not affect the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.
2. If the →insured person causes the loss or damage by virtue of gross negligence, EUROPÄISCHE will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person.

Glossary

A

Abroad

Abroad is not deemed to be Germany and not the country in which the →insured person has their permanent residence.

C

Carers

Carers are those persons who care for the accompanying or non-accompanying →relatives of the →insured person who are under age or require long-term care (e.g. au-pair).

Chronic psychiatric illnesses

A chronic psychiatric illness is deemed to exist if the →insured person has been regularly under the care of medical treatment or psychotherapy on account of an underlying condition. Chronic illnesses also include those illnesses which occur as episodes.

Commencement/Start of trip

For purposes of Travel Cancellation Insurance, the trip is deemed to have commenced when the first booked →travel service begins. The following individual events are deemed to be commencement for Travel Cancellation Insurance:

- for a flight: with check-in (or if the →insured person has checked in on the previous evening when the traveller goes through the security check on the day of travel)
- for a journey by sea: with check-in on the ship
- for a bus trip: when the traveller enters the bus
- for a rail trip: when the traveller enters the train
- for a trip by car: with acceptance of a hire car or a mobile home, when commencing the outward journey with the →insured person's own car when the first booked →travel service is commenced, e.g. when responsibility for the booked holiday home is accepted. If a transfer service (e.g. rail & fly) is a fixed element of the overall trip, the trip commences when the transfer is commenced (entering the transfer vehicle, e.g. train).

For the purpose of all other travel insurance policies, the trip commences when the →insured person leaves their home.

Current value

The value is the sum generally required to purchase new items of the same kind and quality less an amount representing the condition of the articles insured (age, wear, usage, etc.).

Curtailement of the trip

A trip is deemed to have been curtailed, if the →insured person definitively ends his/her stay at the holiday destination and returns home.

H

Home country

The home country is the country in which the →insured person has their permanent residence or last had their permanent residence before the →commencement of the insured trip.

I

Immediately

Without culpable delay.

Insurance agents

An insurance agent is the intermediary who concludes the insurance policy with the →policyholder as the representative of the insurer. The insurance broker who represents the →policyholder is not deemed to be the insurance agent.

Insured persons

Insured persons are the persons named in the insurance certificate or the receipt, or the group of persons described in the insurance certificate.

M

Medically necessary treatment

1. Treatments and diagnostic procedures can only be insured if they have a diagnostic, healing and/or palliative purpose, are medically necessary and reasonable. They must be prescribed by a licensed, registered doctor, dentist or other therapist. Claims/costs will only be paid/reimbursed if the medical diagnosis and/or the prescribed treatment are in accordance with generally accepted medical procedures. Treatments are in particular not medically necessary if the →insured person has such treatments carried out against medical advice.
2. Medical benefits or medical care are only regarded as medically necessary and reasonable, if
 - a) they are necessary in order to diagnose or treat the condition, the disease or injury of a patient;
 - b) the symptoms, the diagnosis and treatment are in accordance with the underlying disease;
 - c) they represent the most reasonable type and level of medical care and
 - d) they are carried out over a reasonable treatment period.

P

Pandemic

A pandemic exists if an infectious disease breaks out on large parts of a continent or several continents (e.g. plague).

Policyholder

The policyholder is the person who has concluded an insurance policy with EUROPÄISCHE.

R

Relative

The relatives are the spouse or civilpartner, or partner living in cohabitation, children, parents, adopted children, adopted parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, and brothers-in-law and sisters-in-law of the →insured person.

S

Schools (school-leaving certificate/school examination)

Schools are deemed to be

- all educational institutions which are appropriate for meeting the statutory requirements of compulsory schooling, and those educational institutions which lead to the qualifications of school-leaving certificate, vocational school-leaving certificate, general certificate for entrance to a university, certificate for entrance to a specialist university, or to any other school leaving qualification following school education in accordance with the relevant national legislation;
- tertiary institutions (universities, universities of applied sciences) at which an academic qualification can be obtained;
- schools for apprenticeship trainees (vocational colleges) and schools in which a further accredited title (e.g. master craftsman) can be obtained from the chambers of industry and commerce or the craft guilds in accordance with specific trade guidelines.

Start/Commencement of trip

See under "Commencement of trip".

T

Travel services

Travel services are deemed to be, for example, a booking for a flight, a journey by sea, a bus or rail trip, a bus transfer or some other form of transport to or from the holiday destination, or at the destination the booking of a hotel room.