

Important information on the insurance contract

Information on the insurer

Who are we?

Your contracting partner is
ERGO Reiseversicherung AG (ERV),
Thomas-Dehler-Straße 2, 81737 Munich, Germany.

Chairman of the Supervisory Board: Dr. Clemens Muth
Board of Management: Richard Bader (Chairman),
Torsten Haase
Registered Office of Company: Munich
Commercial Register: Amtsgericht München
HRB 42 000, VAT Reg. No. DE129274536
Insurance Tax No. 802/V90802001324

What is our core business?

The core business of our Company is providing all types of travel insurance.

Information on the benefits

What insurance benefits do you receive?

The insurance covers the insured persons and trips as specified in the included tariffs. The scope of the insurance benefit is based on the agreed sum insured, the relevant loss or damage, an agreed excess and, where applicable, any existing underinsurance. You can find further details on the type and scope of our benefits in our Terms and Conditions. The Terms and Conditions specified in VB-ERV/TID 2015 apply to this policy.

When will you receive payment?

Once we have determined our liability, you will receive the payment immediately.

What do you have to know about the premium?

The one-time premium is documented on the premium note or the booking confirmation from your host or contractual partner for each insurance policy. It includes the relevant insurance tax. If your permanent place of residence is in Germany, the following applies: The insurance tax for property insurance is 19%. If your permanent place of residence is not in Germany, the insurance tax of the respective country applies. It is stated on the premium note. The premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance certificate.

Please note: No benefits will be paid if you are in arrears with the payment of the one-time premium when the insured event occurs.

Information on the policy

How is the contract concluded?

When does your insurance cover begin?

The contract starts once the insurance has been taken out. Under the Travel Cancellation Insurance, your insurance cover begins when the insurance policy has been concluded. Under the other insurances, your insurance cover begins with the agreed start of the insurance, at the earliest however when the trip commences.

Can you revoke the conclusion of your policy?

You have the right to revoke insurance policies which have a term of at least one month. Please take note of the following revocation notice.

– Revocation notice –

Right of revocation:

You can revoke your contractual declaration in writing (e.g. letter, email) within 14 days without giving reasons. The period begins after you have received, in writing, the insurance policy, the contractual provisions, including the general terms and conditions of insurance, the additional information pursuant to § 7 par. 1 and 2 of the Insurance Contract Act (VVG) in conjunction with §§ 1 to 4 of the Decree on Information Duties (VVG-InfoV) and this revocation notice respectively; with contracts in electronic business transactions, however, not before the fulfilment of our obligations in accordance with § 312i par. 1 sentence 1 of the Civil Code (BGB) in conjunction with article 246c of the Introductory Act to the Civil Code (EGBGB). To comply with the revocation deadline, it is sufficient that you send the revocation within the specified period.

Send the revocation to:

ERGO Reiseversicherung AG
Postfach 800545, 81605 Munich
Email: contact@ergo-reiseversicherung.de

Consequences of revocation:

In the case of an effective revocation, the insurance cover ends and we reimburse you the portion of the premium outstanding after receipt of the revocation if you have consented to insurance cover beginning prior to the end of the revocation period. We reserve the right to withhold the portion of the premium that is allocated to the period until receipt of the revocation; this refers to the amount calculated pro rata per day.

Amounts to be repaid will be reimbursed immediately, at the latest 30 days after receipt of the revocation. If insurance cover does not begin before the

end of the period of revocation, the effective revocation means that payments received must be refunded and uses made thereof (e.g. interest) must be returned.

If you have exercised your right of revocation effectively in accordance with § 8 of the Insurance Contract Act (VVG), you are also no longer bound to any contract linked to the insurance contract. A linked contract exists if it has reference to the revoked contract and pertains a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may be neither agreed nor claimed.

Special notes: Your right of revocation expires if the contract has been fully performed upon your explicit request both by you and by us, before you exercised your right of revocation.

– End of the Revocation Notice –

How can the contract be terminated?

When does your insurance cover end?

You do not have to cancel your policy. It expires automatically. Under the Travel Cancellation Insurance, your insurance cover ends when the trip commences. Under the other insurances, your insurance cover ends with the agreed point in time, at the latest however, when you have finished your trip.

What law will be applicable to the policy?

Where legally permitted, German law will apply to this insurance policy and preparations leading up to it.

At what court can you assert your claims?

If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between these courts of jurisdiction: Munich or the court at your place of residence or your permanent place of residence at the time the complaint is filed.

What is the contract language?

What applies to declarations of intent?

The German language is relevant for the policy provisions and further information as well as the communication during the term of the contract. Declarations of intent must be in writing (e.g. letter, email). Verbal agreements are invalid.

What are your options when making complaints?

You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn. We do not participate in dispute settlement procedures before a consumer conciliation board.

Contact

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

+49 (0) 89 4166-1767

from Monday to Friday between 7 a.m. and 9 p.m.
and Saturday between 9 a.m. and 4 p.m.

Email:

contact@ergo-reiseversicherung.de

Internet: www.ergo-reiseversicherung.de

Address: ERGO Reiseversicherung AG
Thomas-Dehler-Straße 2
81737 Munich, Germany

Telephone Cancellation Advisory

Do you need to cancel your trip? If so, please use our special service in the Travel Cancellation Insurance.

Contact our telephone cancellation-advice centre before you cancel your trip. Our staff will support you concerning your decision to cancel and will check whether it is possible to delay the cancellation without financial risk.

Please call +49 (0) 89 4166-1839

**(Monday to Friday between 7 a.m. and 9 p.m.
and Saturday between 9 a.m. and 4 p.m.).**

Further information under

www.ergo-reiseversicherung.de/stornoberatung

A second chance for your holiday!

Information on data protection

Hereinafter please find information on the processing of your personal data and on the rights you have in accordance with applicable data protection law.

Who is responsible for data processing?

ERGO Reiseversicherung AG (ERV)
Thomas-Dehler-Straße 2
81737 Munich, Germany
Telephone: +49 (0) 89 4166 - 1727
Fax: +49 (0) 89 4166 - 2717
Email: contact@ergo-reiseversicherung.de

Should you have any questions, please contact our data protection officer at the above address or at: datenschutz@ergo-reiseversicherung.de

For what purposes and on what legal basis will your data be processed?

We will process your personal data in accordance with the EU General Data Protection Regulation (GDPR), with the German Federal Data Protection Act (BDSG), with the relevant provisions of the Act on Insurance Contracts (VVG) and with any and all other relevant laws and regulations. In addition, our company accepted the "Code of conduct for the handling of personal data by the German insurance business" as binding, which sets out the above-stipulated laws and regulations in more detail and in a form that is tailored to the insurance business. If you would like to take out an insurance with our company, you will be obliged to disclose your personal data to us in order to allow us to conclude the contract and to assess the risks we are to accept. If an insurance contract is concluded, we shall process your data in order to issue the policy to you or to send you an invoice. In case of any damage and for the payment of insurance benefits, we shall require information in order to verify your insurance cover and to calculate the benefits you will receive. Without processing your personal data, an insurance contract cannot be concluded and/or executed.

In addition, we shall require your personal data in order to prepare insurance-specific statistics, e.g. for the development of new insurance tariffs or in order to fulfil regulatory requirements.

The legal basis for the processing of your personal data for precontractual and contractual purposes is article 6, para. 1b) of the GDPR. To the extent we require specific categories of personal data such as your health information, we shall obtain your consent in accordance with article 9, para. 2a) in conjunction with article 7 of the GDPR. The preparation of any statistics for such data categories shall be based on article 9, para. 2j) of the GDPR in conjunction with section 27 of the Federal Data Protection Act.

Another reason for the processing of your data is the protection of our legitimate interests or those of third parties (article 6, para. 1f) of the GDPR). This might be necessary:

- in order to guarantee IT security and IT operations;
- in order to prevent and investigate criminal offences.

In particular, we use data analyses in order to detect any indication of insurance fraud.

In addition thereto, we shall process your personal data in order to comply with our statutory obligations, including but not limited to regulatory requirements, retention obligations in accordance with trade and tax law or our obligation to provide advice. In such case, the legal basis for the processing of your data shall be the statutory regulations in conjunction with article 6, para. 1c) of the GDPR.

Who are the recipients of your personal data?

Brokers:

If you use the services of an insurance broker, such broker shall process your personal data to the extent such data are required in order to conclude and execute the relevant contract. The broker shall disclose such data to us. We shall also disclose data to the broker to the extent such broker needs information in order to provide you with services and advice regarding your insurance and financial services matters.

Third-party service providers:

We cooperate with certain third-party service providers in order to fulfil our statutory obligations. The list of service providers contains all companies with which

we maintain lasting business relationships. Please go to www.ergo-reiseversicherung.de for the most current version.

How long do we store your personal data?

We shall store your data during the term of your contract. In addition, we shall store your personal data in order to fulfil our statutory obligations to provide evidence and our statutory retention obligations. Such obligations result from the German Commercial Code, the Fiscal Code and the Money Laundering Act. The retention periods have a duration of up to ten years.

What rights do you have?

You have a right to request information on, correction and deletion of your data and to demand restrictions of processing. Upon request, we shall provide you with the data you disclosed to us in a structured, customary and machine-readable format. Please contact us at the above-stipulated address if you wish to inspect or change any of your data.

Do you have any complaints regarding the processing of your data?

Please contact our data protection officer as stipulated above or the competent regulatory authority for data protection. The regulatory authority for data protection competent for our company is:

Bayerisches Landesamt für Datenschutzaufsicht
(BayLDA)
Promenade 27
91522 Ansbach

Are automated decisions in the individual case possible?

Based on the information you provide regarding any insured loss and on the data stored in connection with your contract as well as any information provided in this regard by a third party, if any, we will make a fully automated decision on our obligation to pay benefits. Such fully automated decisions are based on our company's regulations on the weighting of information.

Terms and Conditions for Cancellation Insurance and CancellationPlus Insurance provided by ERGO Reiseversicherung AG (VB-ERV/TID 2015)*

The insurance cover taken out is defined in the **General Terms and Conditions**, the **Glossary** and the **Special Sections A to C**.

General Terms and Conditions

1. Who is the insured person?

1.1 You are the insured person if you are the person named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

1.2 [Not applicable.]

2. Who can be the →policyholder?

2.1 Cancellation Insurance:

A) The →policyholder can be whoever has his / her permanent place of residence or registered office in Germany or another EU / EEA country.

B) If risk periods up to four months are insured, the following applies: Anyone, who makes his / her contractual declaration in Germany or in an EU / EEA country, can be the →policyholder.

2.2 [Not applicable.]

2.3 Proof that these requirements are met must be provided at our request. If they are not met, no insurance policy is concluded despite payment of the premium.

3. For which trip do you have insurance cover?

You have insurance cover for your insured trip within the agreed geographical scope of cover.

4. When does your insurance cover begin and end?

4.1 Your insurance cover under the Travel Cancellation Insurance (Part A) begins with the conclusion

of the insurance policy and ends when the →trip commences.

4.2 Under the other insurance types, your insurance cover begins with the agreed start of the insurance, at the earliest however when the trip commences. Your insurance cover ends with the agreed point of time, at the latest however when you have finished your trip.

4.3 You were not able to finish your trip as scheduled for reasons beyond your control? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

5. What must you take into account when paying the premium?

5.1 Deviating from § 33 para. 1 German Insurance Contract Act (VVG), the one-time premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.

5.2 If the premium has not been paid when the insured event occurs, we will not pay any benefits. This does not apply if the →policyholder is not responsible for non-payment.

5.3 The following applies to the direct debit scheme: The payment is considered to be on time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the →policyholder, then the payment is still

on time, if it is made →immediately after a request for payment has been issued in writing.

6. [Not applicable.]

7. In what cases do you not have any insurance cover?

7.1 You do not have any insurance cover for damage caused by strikes or other form of industrial action, →pandemics, nuclear energy or other ionising radiation, seizure and other →actions of higher authority, for the consequences of accidents or illnesses resulting from the use of Chemical, Biological, Radiological, and Nuclear (CBRN) weapons.

7.2 Not covered by the insurance is damage caused by war, civil war, events similar to war, civil unrest. What happens if you are in a country in which one of these events occurs unexpectedly? You are then covered by the insurance for the first 14 days after the start of the respective event. This extension will not apply if you actively participate in one of these events.

7.3 You are travelling in an area where a travel warning was issued by the →Foreign Office of the Federal Republic of Germany at the time of entry? Then you are not covered by the insurance. You are already in an area for which a travel warning has been issued? Your insurance cover then ends 14 days after the travel warning was announced.

* Important: The information contained in this English version of the Terms and Conditions for Cancellation Insurance and CancellationPlus Insurance is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions of Insurance, the German original version of the Terms and Conditions of Insurance, entitled: "Versicherungsbedingungen für die Storno-Versicherung und die StornoPlus-Versicherung der ERGO Reiseversicherung AG (VB-ERV/TID 2015)" shall prevail at all times.

- 7.4 You are not covered by insurance or you are not entitled to assistance benefits, as long as and insofar as there are conflicting economic, trade or financial sanctions or embargos of the European Union or the Federal Republic of Germany. This also applies for economic, trade or financial sanctions or embargoes, which are imposed by the United States of America, if such sanctions or embargoes are compatible with European and German legislation.
- 7.5 These exclusions apply in addition to the exclusions named in the respective Special Section.
- 8. What obligations do you have after the insured event has occurred?**
- 8.1 You must:
- A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).
 - B) Notify the damage to us → immediately.
 - C) Describe the events leading to the claim and the consequences truthfully.
 - D) Allow us to carry out any reasonable investigations into the cause and amount of the damage and the extent of our liability.
 - E) Give us any relevant information truthfully.
- 8.2 You must provide us with original documents as proof and, where appropriate, release the doctors providing treatment from their obligation to maintain confidentiality. The release from the obligation to maintain confidentiality is only binding for you if knowledge of the data is required to assess our liability obligations or the scope of our liability.
- 9. What consequences does a breach of the obligations have?**
- 9.1 We are not obliged to pay benefits if you deliberately breach one of the abovementioned obligations intentionally.
- 9.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if you prove to us that you did not breach the obligation with gross negligence.
- 9.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. If, however, you have fraudulently breached an obligation, we are under no obligation whatsoever to make a payment.
- 10. How often will we pay compensation to you on this insurance policy?**
- Are benefits covered a number of times as a result of the same insured event under the terms and conditions of insurance? In such a case, the named amounts are not added. The highest agreed sum insured applies.
- 11. When will you receive payment?**
- 11.1 Once we have determined our liability, you will receive the payment → immediately.
- 11.2 Any costs, which you have incurred in a foreign currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs.
- 12. What applies if there are claims against third parties?**
- 12.1 If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to the detriment of the → policyholder.
- 12.2 You are obliged to assign the claims for compensation to us in accordance with 12.1 if we have paid compensation to you.
- 12.3 Are you entitled to claims for compensation from other insurance policies under private law or social insurance agencies? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.
- 13. Which law applies? Which court is responsible?**
- 13.1 Where legally permitted, German law will apply to this policy.
- 13.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction:
- A) Munich.
 - B) The court at your place of residence or your permanent place of residence at the time the complaint is filed.

13.3 If we need to clarify something with you in court, the court at your place of residence or your permanent place of residence will be responsible.

14. Which limitation periods must you take into account?

- 14.1 Your claims arising from the insurance policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.
- 14.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

15. What must you take into account when submitting a declaration of intent?

- 15.1 Notices and declarations of intent must be in writing unless otherwise explicitly specified. This applies to the → policyholder, you and us.
- 15.2 Please note that → insurance agents are not authorised to accept your notices and declarations of intent.

Glossary

Actions of higher authority:

Actions of higher authority are measures taken by the authorities, examples of this are: Confiscation of exotic souvenirs by the customs authority or refusal of entry if the required entry documents are missing.

Carers:

Carers are those persons who care for your accompanying or non-accompanying → relatives who are under age or are in need of care, e.g. au pair.

Change of employment:

There is a change of employment if an employee ends his previous → employment relationship with his employer and starts a new → employment relationship. Transfers within a company are not considered a change of employment.

Check-ups:

Check-ups are regular medical examinations carried out to determine the state of health of the patient. E.g. measuring the blood sugar level in case of diabetes. They are not carried out for a specific purpose or for treatment.

Commencement/Start of trip:

For the purpose of the Travel Cancellation Insurance and the Curtailment Insurance, the trip is deemed to have commenced once the first booked → travel service begins.

A trip is deemed to commence under the Travel Cancellation Insurance and the Curtailment Insurance in particular:

- For a flight: with the check-in, if the traveller checks in on the previous evening, when he/she 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 travelling with one's own car: when the first booked → travel service is commenced, e.g. once responsibility for the booked holiday home is accepted.

Is a transfer service a fixed element of the entire trip?

The trip then begins when the transfer commences (entering the transfer vehicle).

For the purpose of all other travel insurances, the trip commences when you leave your home.

Curtailment of the trip:

A trip is regarded as curtailed if you end your stay definitely and return home.

Employment relationship:

An employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions. The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15 hours. It must be concluded for at least one year.

Foreign Office:

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world, (e.g. travel and safety information, travel warnings).

Contact details are:

Postal address: Auswärtiges Amt, 11013 Berlin
Switchboard: 030 -18 170 (24 h service)
Fax: 030 -18 17 34 02
Internet address: www.auswaertiges-amt.de

Holiday resort:

Holiday resort is any place of a trip that you have booked for a stay. They are understood to be the local municipality including the surrounding area within a radius of 50 km. In addition, all connecting routes between the holiday resorts and back to the hometown are included.

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.

Natural events:

Natural events are: explosions, storm, hail, lightning, high water levels, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

Pandemic:

A pandemic exists if an infectious disease breaks out on large parts of a continent or on several continents. This has to be established by the World Health Organisation.

Policyholder:

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

Public transport:

Public transport relates to all vehicles licensed for public conveyance of passengers by air, land and sea. Vehicles used for tours / air tours, hire cars, taxis and cruise ships are not deemed public transport.

Rebooking fees:

Rebooking fees are fees charged by your contract partner for changes made to the destination or travel dates of your trip.

Relatives:

Relatives are:

- A) Your spouse or civil partner, your partner living in cohabitation.
- B) Your children, parents, adopted children, adoptive parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

School/University:

Schools are:

- A) All educational institutions, which are appropriate for meeting the statutory requirements for compulsory schooling.
- B) Educational institutions which lead to the following qualifications: vocational school-leaving certificate from a secondary school (Hauptschule or Realschule), 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.
- C) Schools for apprenticeship trainees.
- D) Schools in which a further accredited title can be obtained from the chambers of industry and commerce or craft guilds, e.g. master craftsman.

Universities are:

All colleges of higher education and universities at which an academic degree can be obtained.

Start/Commencement of trip:

See under "Commencement / Start of trip".

Travel services:

Travel services are deemed to be, for example, booked hotel rooms, a holiday home, a mobile home, a house boat, a chartered yacht, a flight, a journey by sea, a bus or rail trip.

Special sections

A Travel Cancellation Insurance

1. What is insured?

- 1.1 A doctor from our Medical Cancellation Advisory Team specialised in travel medicine will advise you.
- 1.2 We will pay compensation to you up to a maximum of the sum insured in the following cases:
- A) You cancel your trip.
 - B) You delay starting your trip.
 - C) A form of →public transport is delayed on the outward journey.
- You can find the requirements for the individual cases in the following sections.
- 1.3 Reimbursement up to the agreed sum insured only applies if no different amount is mentioned below.

2. What services are offered by the Medical Cancellation Advisory Team?

- 2.1 In the following cases, we will provide advice to you through our Medical Cancellation Advisory Team:
- A) You fall ill after having booked your trip.
 - B) You have an accident.
 - C) You become pregnant.
 - D) Your doctor establishes that you have immunisation intolerance.
- 2.2 We will help you to decide whether and when you should cancel your trip.
- 2.3 What happens if, contrary to the assessment made by our Medical Cancellation Advisory Team, it turns out that you cannot commence your trip? In this case, you must cancel your trip on the date it is established that you are not able to travel. Your cancellation is thus regarded as having been carried out →immediately.
- 2.4 You did not cancel your trip even though the Medical Cancellation Advisory Team advised you to do so? Then you personally will be responsible for the risk of any higher cancellation costs.

3. What is insured if you have to cancel your trip?

- 3.1 If you have to cancel your trip, we will refund the contractually agreed cancellation costs. They are the costs which you owe to the service provider (e.g. holiday homeowner) if you cancel your booked trip.
- 3.2 To get the benefits listed in section 3.1, you must satisfy all the following requirements:
- A) The insured event affects you or a risk person.
 - B) This event was not expected at the time the insurance was taken out.
 - C) You cancelled the trip because this event occurred.
 - D) Due to the event, you cannot be expected to carry out your trip as scheduled.

4. What events are insured?

- 4.1 An unexpected serious illness is insured. The illness is unexpected if it occurs for the first time after taking out the insurance.
- 4.2 The unexpected deterioration of an illness, which already existed on the date the insurance was taken out. The prerequisite is: There was no treatment in the last six months before taking out the insurance. →Check-ups do not count as treatment.
- 4.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if:
- A) The statutory or private health insurance company approves outpatient psychotherapy.
 - B) It is verified by a medical certificate from a specialist.
 - C) You have in-patient treatment.
- 4.4 In addition, insured events are:
- A) Death.
 - B) A serious injury resulting from an accident.
 - C) A date to donate or receive organs and tissue as specified in the German law on transplantations.
 - D) Pregnancy.
 - E) Immunisation intolerance.
 - F) Breakage of prostheses.
 - G) Loosening of implanted joints.
 - H) Fire and →natural events at the →holiday resort before →starting the trip;
 - I) Considerable damage to property due to: fire, burst pipes, →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.

- J) Dismissal by the employer for business reasons. You would still like to travel? Instead of the cancellation charges, we will then pay the remaining travel price to you. That is the insured total travel price less the deposit owed or already paid. We will reimburse the remaining travel price only up to the contractually agreed cancellation costs owed on occurrence of the insured event.
- K) Taking up an →employment relationship including →change of employment.
- L) Cyclical short-term work. The prerequisite is: You are or a risk person is affected by cyclical short-term work over a period of at least three consecutive months. In addition, the monthly gross salary must be reduced by at least 35 % due to the short-time work.
- M) A court summons.
- N) If the passport or identity card is stolen before the trip and a replacement document cannot be obtained in time. The prerequisite is: The stolen document is absolutely necessary for the trip.
- O) The start of the Federal Voluntary Service, the Voluntary Social Year, the Voluntary Ecological Year.
- P) An unexpected serious illness (in terms of section 4.1), a serious injury arising from an accident or the immunisation intolerance of a dog registered for the trip.
- Q) The retaking of a failed examination at a →school / university. The prerequisite is: The date of the retake unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip.
- R) For school trips: You are to leave your class for good before the start of the insured trip.

5. Who are your risk persons?

- Your risk persons are:
- 5.1 Your →relatives and the →relatives of your partner.
- 5.2 →Carers.
- 5.3 You have booked your journey for a maximum of four persons and up to two additional accompanying under-age children: Persons accompanying you and their →relatives and →carers are risk persons. In all other cases, only your →relatives, the relatives of your partner and →carers are deemed to be your risk persons.

6. What is insured if you delay the →start of the trip?

- 6.1 Do you have to delay the start of your trip because you or a risk person has been affected by an insured event? We will pay:
- A) Your verified additional costs of the outward journey. The additional costs corresponding to the type and standard of the originally booked and insured outward journey are insured.
 - B) Your unused →travel services less the costs of the outward journey.
- 6.2 We will reimburse up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately.

7. What will we pay for in the case of a car breakdown or accident?

- 7.1 Due to an accident or a breakdown, your vehicle becomes unroadworthy right before the →start of your trip? Therefore, you have to delay the start of your journey? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person. We will pay a maximum total of € 2,000. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 500.
- 7.2 The motor vehicle is deemed to be your vehicle:
- A) If it is registered in your name.
 - B) If you are allowed to use a company car or leased vehicle for private purposes.

8. What cover is there for delays during the outward journey?

- 8.1 There is a delay in →public transport by more than two hours? And you therefore miss your first insured means of transport? We will then pay the additional costs of the outward journey up to an amount of € 500 per person. We will refund these costs in accordance with the type and standard of the originally booked means of transport.
- 8.2 Your outward journey is delayed by more than two hours due to the delay in →public transport? We will then reimburse the verified costs for any necessary and appropriate expenses (subsistence

and accommodation). You will receive a maximum amount of € 100 per person.

9. What information do we provide?

- 9.1 At your request, we will give you details of the nearest diplomatic mission (address and telephone contact).
- 9.2 If requested, we will provide you with information on travel warnings and safety notices from the →Foreign Office of the Federal Republic of Germany.

10. Are →rebooking fees insured?

You would prefer to rebook than to cancel your trip? We will reimburse the →rebooking fees. We will pay up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately. The prerequisite is: You are entitled to reimbursement of the cancellation costs.

11. Is the surcharge for single occupancy insured?

- 11.1 You have booked a double room with one of the risk persons insured with us? And he / she must cancel the trip? In this case, we will reimburse the surcharge for single occupancy. The prerequisite is: You decide to start the trip on your own.
- 11.2 We will pay up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately. The prerequisite is: You are entitled to reimbursement of the cancellation costs.

12. What is not insured?

- We will not pay:
- 12.1 In the case of a psychological reaction
- A) to an act of war, civil unrest, act of terrorism, an aviation accident.
 - B) to the fear of acts of war, civil unrest, acts of terrorism.
- 12.2 In the case of addictive disorders.
- 12.3 For cancellation fees, e.g. processing fees for the cancellation of the trip or service fees, which are charged by your contractual partner because you cancel the trip.
- 12.4 For other processing fees, e.g. processing fees of the airline, which are not stated and insured at the time of the booking.
- 12.5 For bounties for hunting trips.

13. What obligations do you have after the insured event has occurred?

- 13.1 You must comply with the obligations of the General Terms and Conditions.
- 13.2 You are obliged to keep the cancellation costs as low as possible. If an insured event has occurred, you must therefore cancel your trip →immediately, at the latest however before the cancellation costs are increased. The amount of the cancellation costs owed if the insured event occurs and when they will be increased can be found in the General Terms and Conditions of your service provider (e.g. holiday home owner) or in provisions agreed individually.
- 13.3 Have you involved the Medical Cancellation Advisory Team and
- A) does it recommend that you cancel the trip? Then you are obliged to cancel the trip →immediately.
 - B) Contrary to the assessment of the doctor specialised in travel medicine, you are not able to commence your trip? In this case, cancel your trip on the date it is established that you are not able to travel. This means that you have cancelled your trip in time.
- 13.4 To process your insured event, you or in the event of death, your legal successor must submit the following documents to us:
- A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss (e.g. invoice for the cancellation costs).
 - B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details.
 - C) In the case of theft and traffic accident: A copy of the police report.
 - D) A confirmation from the hirer / landlord that it is not possible to rent the object / property to someone else in the case of a cancellation of:
 - A holiday home.
 - A hire car.
 - A mobile home.
 - A caravan.
 - In the case of boat charter.

- E) All other insured events must be proved by submitting the appropriate documents.
- 13.5 In individual cases, we could request you to submit a confirmation that you are unable to work, your medical history (medical record) or a medical certificate from a specialist. We could also request you to have your incapacity to travel checked by providing a specialist medical report.
- 14. What consequences does a breach of the obligations have?**
- 14.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 14.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 14.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
- 15. Do you have to pay an excess?**
- You will have to pay part of the loss yourself. Your own contribution is 20 % of the refundable amount, however at least € 25 per insured trip. This also applies if specific amounts are defined as a maximum reimbursement.
- 16. For what amount must you take out insurance cover?**
- The sum insured per insured trip must correspond to the full agreed price of the trip (value insured).
- 17. What are the consequences if the insured sum you have chosen is too low?**
- Is the insured sum lower than the value insured when an insured event occurs? Then you are underinsured. You will only receive pro rata compensation from us. We are only liable for the proportion of the sum insured to the value insured.

B Curtailment Insurance

- 1. What is insured?**
- We will pay:
- A) In the case of unscheduled termination of your trip.
- B) If you have to interrupt your trip.
- C) If there is delay in →public transport when you continue your journey or on the return journey.
- D) If you have to extend your stay.
- E) In the case of fire or →natural events during your trip.
- 2. What is insured if you have to →curtail your trip or in the case of unscheduled termination?**
- 2.1 You have to →curtail your trip prematurely? Then we will pay the pro rata travel price for unused →travel services at the destination. We will pay up to the maximum amount of the sum insured specified in your tariff.
- 2.2 If you cannot end your trip as scheduled, we will pay the additional costs of the return trip. The additional costs corresponding to the type and standard of the originally booked and insured return trip are insured.
- 2.3 To get the benefits listed in sections 2.1, and 2.2 you must satisfy all the following requirements:
- A) The insured event affects you or a risk person.
- B) This event was not expected at the →start of the trip.
- C) You →curtailed the trip or terminated it not according to schedule because this event occurred.
- D) Due to the event, you cannot be expected to carry out or complete your trip as scheduled.
- 3. How can we help you if you have to →curtail your trip or delay your return journey?**
- 3.1 We will organise your return journey and advance any additional costs of the return journey. The prerequisite is: You or the risk persons cannot end the trip as scheduled for an insured reason specified in section 4.
- 3.2 The amount paid out by us must be paid back to ERV within one month after payment. If a claim exists under section 4, you only need to repay the amount above and beyond this claim.
- 4. What events are insured?**
- 4.1 An unexpected serious illness is insured. An illness is unexpected if it occurs for the first time after starting the trip.
- 4.2 The unexpected deterioration of an illness, which already existed at the →start of the trip. The prerequisite is: There was no treatment in the last six months before the →start of the trip. →Check-ups do not count as treatment.
- 4.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if one of the following cases exists:
- A) The statutory or private health insurance company have approved outpatient psychotherapy.
- B) It is verified by a medical certificate from a specialist.
- C) You have in-patient treatment.
- 4.4 In addition, insured events are:
- A) Death.
- B) A serious injury resulting from an accident.
- C) A date to donate or receive organs and tissue as specified in the German law on transplantations.
- D) Pregnancy.
- E) Breakage of prostheses.
- F) Loosening of implanted joints.
- G) Considerable damage to property due to fire, burst pipes →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.
- 5. Who are your risk persons?**
- Risk persons for you are:
- 5.1 Your →relatives and the →relatives of your partner.
- 5.2 →Carers.
- 5.3 You have booked your journey for a maximum of four persons and up to two additional accompanying under-age children: Persons accompanying you and their →relatives and →carers are risk persons. In all other cases, only your →relatives, the relatives of your partner and →carers are deemed to be your risk persons.
- 6. What will we pay for in the case of a car breakdown or accident?**
- 6.1 Your vehicle becomes unroadworthy during your trip due to an accident or breakdown? And therefore, you cannot continue your trip as scheduled? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 500.
- 6.2 The motor vehicle is deemed to be your vehicle:
- A) If it is registered in your name.
- B) If you are allowed to use a company car or leased vehicle for private purposes.
- 7. What cover is there for delays during the continued or return journey?**
- 7.1 There is a delay in →public transport by more than two hours? And you miss your connection? We will then pay the additional costs of the continued or return journey up to an amount of € 500 per person. We will refund these costs in accordance with the type and standard of the originally booked and insured means of transport.
- 7.2 Your trip is delayed by more than two hours due to the delay in →public transport? We will then reimburse the verified costs for any necessary and appropriate expenses (subsistence and accommodation). You will receive a maximum amount of € 100 per person.
- 8. Are additional accommodation costs insured?**
- 8.1 Is a risk person travelling on the trip receiving in-patient treatment due to an unexpected serious illness or a serious injury resulting from an accident? And do you therefore have to interrupt or extend your trip? Then we will pay the documented costs for the additional accommodation up to € 1,500.
- 8.2 Do you or a risk person travelling on the trip have to be treated as an outpatient due to an unexpected serious illness or a serious injury resulting from an accident? Then we will pay the documented costs for the additional accommodation up to € 750.
- 8.3 We will refund these costs in accordance with the type and standard of the originally booked and insured accommodation. The costs for the in-patient treatment, however, are not insured.
- 9. When do we refund unused →travel services if in-patient treatment becomes necessary during the trip?**
- You or a risk person travelling on the trip have to be treated as an in-patient due to an unexpected serious illness or a serious injury resulting from an accident? And therefore you have to interrupt your trip? In this case, we will pay the pro rata travel price for →travel services which you have not used.

10. What is insured in the case of fire or →natural events at the →holiday resort?

You cannot complete your trip as planned, because fire or →natural events at the →holiday resort make the return journey impossible? We will reimburse the additional costs of:

- 10.1 The unscheduled return trip.
- 10.2 The extended stay.
- We will refund these costs in accordance with the type and standard of the originally booked and insured →travel service.
- 11. What is not insured?**
- We will not pay:
- 11.1 In the case of a psychological reaction
- A) to an act of war, civil unrest, act of terrorism, an aviation accident.
- B) to the fear of acts of war, civil unrest or acts of terrorism.
- 11.2 In the case of addictive disorders.
- 11.3 For bounties for hunting trips.

12. What obligations do you have after the insured event has occurred?

- 12.1 You must comply with the obligations of the General Terms and Conditions.
- 12.2 So that we can process your insured event, you or in the event of death, your legal successor must submit the following documents to us:
- A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss (e.g. invoices).
- B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, breakage of prostheses, loosening of implanted joints:
- A medical certificate with diagnosis and treatment details of a doctor at your holiday resort.
- C) In the case of theft and traffic accident: A copy of the police report.
- D) All other insured events must be proved by submitting the appropriate documents.

13. What consequences does a breach of the obligations have?

- 13.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 13.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 13.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

14. Do you have to pay an excess?

You will have to pay part of the loss yourself. Your own contribution is 20 % of the refundable amount, however at least € 25 per insured trip. This also applies if specific amounts are defined as a maximum reimbursement.

15. For what amount must you take out insurance cover?

The sum insured per insured trip must correspond to the full agreed price of the trip (value insured).

16. What are the consequences if the insured sum you have chosen is too low?

Is the insured sum lower than the value insured when an insured event occurs? Then you are underinsured. You will only receive pro rata compensation from us. We are only liable for the proportion of the sum insured to the value insured.

C Insurance for Furnishings and Keys

1. What is insured?

- 1.1 We will pay for the costs:
- A) If you cause damage to items of furniture in your rented accommodation.
- B) If you lose keys of your rented accommodation.
- 1.2 Pursuant to section 1.1, our obligation to provide insurance cover assumes: The expected damage exceeds € 25.
- 1.3 Several events leading to a claim that are to be attributed to the same cause are regarded as one insured event.

2. What do we pay for in the case of damages to furnishings?

- 2.1 Have you caused damage to items of furniture in your rented accommodation? If an insured event

- occurs, we will pay up to a maximum of the sum insured for the amount you owe as compensation for damages.
- 2.2 If you make an admission without our consent, it is only binding to us if the claim would have arisen even without the admission.
 - 2.3 We reserve the right to make any declarations in your name that we consider appropriate to process the claim or to contest unjustified claims for compensation.
 - 2.4 In the event of a legal dispute for an insured event regarding filed claims for compensation, we reserve the right to conduct legal action in your name at our expense. We will not deduct our expenses for these costs from the sum insured. The justified claim for compensation exceeds the sum insured? In this case, we will assume the costs of the litigation as a proportion of the insured sum to the total amount of the claims.
3. **What do we pay for in the event of a loss of keys?**
You have lost keys for your rented accommodation? If an insured event occurs, we will reimburse the costs owed by you up to a maximum of the sum insured for:
 - 3.1 The cutting of spare keys.
 - 3.2 The opening of doors by the emergency locksmith services, if a duplicate key is not available.
 - 3.3 The replacement of individual locks or the complete locking system. The prerequisite is: The replacement is necessary to prevent abuse by third parties.
4. **What is not insured?**
We will not pay for:
 - 4.1 Damage that arise from deliberately bringing about the insured event. If you brought about the insured event through gross negligence, we can reduce our payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not bring about the insured event with gross negligence.
 - 4.2 Damages that arise as a result of the faulty condition or the normal use of the rented item caused by wear and tear.
 - 4.3 Claims arising from the consequential damage or loss as a result of losing the keys.
 - 4.4 Damages or losses for which you are not liable (e. g. robbery of keys).
 5. **What obligations do you have after the insured event has occurred?**
 - 5.1 You must comply with the obligations of the General Terms and Conditions.
 - 5.2 You are obliged to submit proof of insurance and booking documents for the trip to us.
 - 5.3 In the case of damages to furnishings you are obliged:
 - A) To notify us →immediately if a third party asserts any liability claims against you.
 - B) To submit a confirmation of the damage or loss from the injured party.
 - C) To provide suitable evidence of the damages or losses caused (e. g. purchase receipts).
 - 5.4 In the event of a loss of keys, you are obliged:
 - A) To report damage caused by criminal offences to the local police station →immediately. If this is not possible, you must report it to the next available police station. Please ask the police to confirm it. You must submit a confirmation of this to us. In all other cases, we need a confirmation from the landlord or hotelier for the loss.
 - B) To submit conclusive evidence of the costs incurred (e. g. invoice of the emergency locksmith services stating address of the accommodation, for which the services was provided).
 6. **What consequences does a breach of the obligations have?**
 - 6.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
 - 6.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
 - 6.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.