

## Important information on the insurance policy

**Insurer:** Your insurer is Europäische Reiseversicherung AG (ERV); Registered Office of the Company: Munich, Germany; (HRB 42 000). Chairman of the Supervisory Board: Günter Dibbern; Management Board: Richard Bader (Chief Executive Officer), Torsten Haase, Dr. Johann-Dietrich von Hülsen. VAT ID no. DE 129274536.

### Address for service:

Rosenheimer Strasse 116, 81669 Munich, Germany

**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 booking confirmation provided by the travel operator or the host for the trips at the rates of Europäische Reiseversicherung AG documented there.

**Insurance Conditions:** The Terms and Conditions of Travel Insurance for Trips in Germany (VB-ERV/TID 2010) are applicable to all travel insurances documented in the policy attachment. 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 under-insurance. Once the cause and extent of ERV's liability has been established, the benefit must be paid within two weeks.

**Premium:** The premium is documented on the premium note or the booking 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.

**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.

**Right of withdrawal:** The policyholder has the right to withdraw from the contract within 14 days without giving reasons. To comply with this cooling-off period, the notice of withdrawal must be post-marked within this period. The period starts once the policyholder has received the insurance policy and the attachment with the following content: policy provisions including terms and conditions of insurance, important information on the insurance contract, and this instruction. Any withdrawal must be notified in writing (e.g. letter, fax, email) and sent to the insurance company at the following address:

Europäische Reiseversicherung AG,  
Rosenheimer Strasse 116,  
81669 Munich, Germany

The right of withdrawal does not apply to insurance contracts of less than one month.

**Consequences of withdrawal:** Exercising the right of withdrawal means that the insurance contract of the policyholder will be cancelled upon receipt of the notice of withdrawal. Cover terminates at the same time. The insurance company will refund any proportion of the premium attributable to the period after receipt of the notice of withdrawal. All refundable amounts will be paid immediately, or within 30 days from receipt of the notice of withdrawal at the latest.

**End of Insurance Cover:** The insurance cover ends automatically in the Travel Cancellation Insurance when the trip commences and only in the cover for travel delays on the outward journey when the outward journey has been completed, in the Incoming Medical Insurance when the insured period expires, at the latest after leaving Germany and 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 (re)insurers, 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

**+49 (0) 89 4166-1767**

from Monday to Friday between 8 a.m. and 8 p.m., and Saturday between 9 a.m. and 4 p.m.

## Expert help if you are ill, have an accident or experience any other form of emergency!

**24/7/365 is standard for any emergency!**

Our Emergency Call Centre is available to you 24 hours a day, 365 days a year.

## Emergency Number

Only for emergencies!

**+49 (0) 89 4166-1010**

Unfortunately, general questions cannot be answered on this number!

## Medical Consulting Service

**Our medical consulting service is offered free of charge as part of the Travel Cancellation Insurance:**

In the event of illness or accident before your trip commences we offer you the possibility of seeking advice from our experienced travel doctors. Your advantage: our travel doctors will discuss with you whether there is a chance of your being well enough to travel by the date when your trip commences. If, when the time comes, you are unable to travel due to the illness or accident, we will of course pay any higher costs incurred by cancellation at a later date. Please inform us without delay if you fall ill or have an accident.

You will find the respective form for this under [www.reiseversicherung.de/medservice](http://www.reiseversicherung.de/medservice) or just give us a call under +49 (0) 89 4166-1767.

**One of our travel doctors will contact you within 48 hours.**

# Terms and Conditions of Travel Insurance for Trips in Germany of Europäische Reiseversicherung AG (VB-ERV/TID 2010)\*

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 ERV). 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 and any excursions undertaken to neighbouring countries →abroad during this trip with a maximum duration in each case of 48 hours.

### 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 §§ 3-8) with the conclusion of the insurance contract, at the earliest on booking the trip, and ends when the trip commences (→commencement/start of trip; part A §§ 3-7). In the cover for travel delays on the outward journey (part A § 8), the cover ends when the outward journey has been completed;
- 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 types (parts A §§ 8-12, B, D, E) at the agreed point in time, but at the earliest on starting the trip (→start 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, ERV 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, civil war, events similar to war or civil commotions. This insurance cover lapses at the end of the seventh day after the commencement of such an event. 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 enters the state, or if the Foreign Office of the Federal Republic of Germany has issued a travel warning applicable at the time of entering the state. The extension is also not applicable to active participation in war or civil war and to consequences of an accident or illness resulting from the use of 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 ERV of the loss or damage →immediately;
  - to allow ERV 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 ERV 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, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV 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 ERV's liability has been established, the benefit must be paid within two weeks.
- Any costs which the →insured person incurs in foreign currencies will be reimbursed in Euro at the exchange rate applicable on the day on which these costs were paid by the →insured person.

### Article 7 Claims against third parties

- To the extent allowed by law, claims for damages against third parties are assigned to ERV 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 ERV.

### Article 8 Special reasons for lapse of cover

ERV is released from its liability to make payment if, after the occurrence of the insured event, the →insured person deliberately attempts to deceive ERV 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 ERV. In the case of intentional wrongdoing, ERV 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 ERV 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 ERV, 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 ERV 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 ERV, the limitation of time is suspended until the →insured person has received the decision from ERV.

### Article 12 Notices and declarations of intent

Notices and declarations of intent of the →insured person, the →policyholder and ERV 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

### § 1 Cover provided

ERV will pay benefit for

- cancellation of the trip;
- delayed →start of trip;
- natural events occurring at the holiday resort before →commencement of trip;
- rebooking charges;
- delays on the outward or the return trip;
- unscheduled termination of the trip;
- unused →travel services;
- extended stay;
- fire or →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, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person or a risk person travelling on the trip 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 (→employment relationship) including →change of employment;

- the retaking of a failed examination at a →school/university, if the date of the retaken examination unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip;
  - for student trips: leaving a class for good prior to →commencement of the insured trip, e.g. due to a change of schools or failure to move up to the next higher class;
  - the unexpected call-up of the →insured person for military service, for reserve duty training or for alternative civilian service, if the date cannot be postponed and the cancellation charges are not paid by another cost-bearer.
- 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 underage children. →Relatives travelling on the trip are always deemed to be risk persons.

### § 3 Cancellation of the trip

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

### § 4 Medical consulting service

- If the →insured person falls ill or suffers an accident after booking the trip, the medical consulting service of ERV will advise as to whether and when the insured trip should be cancelled.
- If contrary to the assessment of the medical consulting service it turns out that the insured trip cannot be made after all, the cancellation will be effective →immediately if made once the inability to travel has been established.
- If the →insured person initially fails to cancel the trip against the advice of the medical consulting service and the trip does not commence later due to this illness or the consequences of the accident, ERV will reimburse the cancellation charges that would have been incurred if the trip had been cancelled →immediately.

### § 5 Delayed →start of trip

- ERV 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 up to a maximum of the agreed sum insured.
- 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.

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

- If the trip cannot be undertaken as a result of fire or a →natural event at the holiday resort, ERV will pay the contractually agreed cancellation costs up to the amount of the insured sum.
- In the case of delayed →start of trip, ERV 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 that do 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 no. 1. The costs will be paid corresponding to the type and standard of the outward trip originally booked.

### § 7 Cover for →rebooking charges

ERV will reimburse the →rebooking charges incurred by the →insured person up to the amount of the cancellation charges which would have been incurred if the trip had been cancelled →immediately, provided that the insured trip is rebooked for any of the insured reasons specified under § 2 no. 1.

### § 8 Cover for delays on the outward or the return trip

- ERV will reimburse
  - the additional costs of the outward or return trip corresponding to the type and standard originally booked, up to € 1,500 per insured event, if the →insured person misses a connection by at least two hours (referring to the delayed arrival at the destination) due to the delay of →public transport and, as a consequence, the outward or return trip is delayed;
  - the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to € 150 per insured event, if the outward or return trip of the →insured person is delayed by at least two hours due to the delay of →public transport.
- A prerequisite for this is that the cover includes connections.

\* Important: The information contained in this English version of the Terms and Conditions of Travel Insurance for Trips in Germany 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 Travel Insurance for Trips in Germany, the German original version, entitled: "Versicherungsbedingungen für Reisen in Deutschland der Europäische Reiseversicherung AG (VB-ERV/TID 2010)", shall prevail at all times.

### § 9 → Curtailment of the trip / Unscheduled curtailment

If the →insured person cannot complete the →insured trip as scheduled on account of an insured event, ERV 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.

### § 10 → Travel services not used

ERV 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.

### § 11 Extended stay

1. If the →insured person or a risk person travelling with him/her becomes incapable of travelling 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, ERV will pay for each event the verified additional costs which the →insured person incurs for accommodation
  - a) up to € 1500, if an accompanying risk person is undergoing hospital treatment or
  - b) up to € 750, if only out-patient treatment is given to the →insured person or an accompanying risk person.
2. 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.

### § 12 Fire or →natural events during the trip

1. If the insured trip cannot reasonably be completed on schedule as a result of fire or a →natural event at the holiday resort or if the presence of the →insured person or an accompanying risk person is required at their place of residence on account of such an event, ERV will pay the additional cost for the unscheduled return trip and the extended stay.
2. 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.

### § 13 Exclusions

No insurance cover is provided,

- a) 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;
- b) in the case of →chronic psychiatric illnesses, even if these occur as episodes, and addictive disorders;
- c) in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- d) for charges payable for a visa;
- e) for bounties on hunting trips.

### § 14 Obligations following occurrence of the insured event

1. In order to receive a benefit pursuant to § 3 or § 6 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.
2. The →insured person shall submit the following documents to ERV:
  - a) proof of insurance, booking documents, as necessary a bill for cancellation costs and any other bills;
  - b) 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;
  - c) in the case of death a death certificate;
  - d) in the case of damage to property and fire or a →natural event at the holiday resort suitable verifications (e.g. police report);
  - e) in the case of loss of employment the notice of termination from the employer;
  - f) in the case of taking up employment (→employment relationship) or a →change of employment a copy of the new employment contract as proof of the new →employment relationship;
  - g) in the case of retaking an examination or leaving a class for good a certificate of confirmation from the →school/university;
  - h) in the case of unexpected call-up of the →insured person for military service, for reserve duty training or for alternative civilian service a confirmation from the authorities that the date cannot be postponed and the cancellation charges are not reimbursed;
  - i) 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;
  - j) in the case of delayed →public transport a confirmation from the transport company.
3. If any of the above obligations is intentionally not met, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 15 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.

### § 16 Value insured / Underinsurance

1. 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.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) ERV 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

1. In the event of serious illnesses, which occur in acute form on the insured trip, or in the event of accidents, ERV will pay the costs of
  - a) medical return transport and baggage transport;
  - b) repatriation of the deceased person in the event of death.
2. Beyond that, ERV will pay the costs of medical treatment and medical transport due to serious illnesses, which occur in acute form, or accidents during excursions to neighbouring countries →abroad.
3. ERV 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.
4. A prerequisite for insurance cover in the neighbouring countries →abroad is that the excursion is scheduled for a maximum of up to 48 hours.

### § 2 Medical evacuation and baggage transport

1. As soon as it is medically prudent and reasonable, ERV 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.
2. In such case, ERV will also organise the return of baggage from the holiday resort to the place of residence of the →insured person and will reimburse the costs incurred.

### § 3 Repatriation

If the →insured person dies on the trip, ERV, 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.

### § 4 Other benefits on excursions to neighbouring countries →abroad

1. On excursions to neighbouring countries →abroad, ERV will pay the costs for
  - a) the medical treatment required →abroad, which is performed or ordered by doctors;
  - b) dental treatment for the relief of pain up to a total of € 250 for each insured event;
  - c) purchase of heart pacemakers and prostheses required for the first time on account of an accident or illness on the excursion to ensure that the →insured person can travel;
  - d) medical transport for the in-patient stay in the hospital in the neighbouring country →abroad or in Germany and back to the accommodation at the holiday resort;
  - e) medical transport for initial out-patient treatment at the hospital in the neighbouring country →abroad or in Germany.
2. If treatment as an in-patient in a hospital is required, ERV 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 ERV that are not borne by the responsible insurance companies must be paid back to ERV by the →insured person within one month of the account being rendered.

### § 5 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, ERV, 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. ERV will pay the costs of the means of transport.

### § 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, ERV will pay costs of up to € 10,000.

### § 7 Return transport for children

1. 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, ERV will organise return travel to the place of residence.
2. ERV 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:

- a) deterioration of existing diseases, if they were foreseeable at the →start of the trip;
- b) medical treatment which was the reason for making the excursion to the neighbouring country →abroad;
- c) 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);

- d) purchase and repair of aids to sight and hearing aids;
- e) purchase and repair of heart pacemakers and prostheses unless the purchase is necessary for the first time on account of an accident or an illness occurring on the excursion to the neighbouring country →abroad to ensure that the →insured person can travel.

### § 9 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 ERV →immediately after the insured event has occurred. This is not applicable if only out-patient treatment is to be carried out →abroad;
  - b) to submit to ERV 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 ERV.
2. If any of the above obligations is intentionally not met, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 10 Reimbursement under other insurance contracts

If the →insured person suffers financial loss where ERV shares the costs with another insurer, ERV will waive the involvement of the other insurer at its own discretion or make up for the loss.

## 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, ERV will pay the costs of
- a) medical treatment in Germany;
  - b) medical treatment during excursions to neighbouring countries →abroad;
  - c) medical and baggage transport;
  - d) repatriation of the deceased person in the event of death.
2. ERV 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.
  3. A prerequisite for insurance cover in the neighbouring countries →abroad is that the excursion is scheduled for a maximum of up to 48 hours.

### § 2 Medical treatment

1. ERV will pay the costs of necessary medical treatment required in Germany or in neighbouring countries →abroad which is carried out or ordered by doctors. This includes in particular the costs of:
  - a) in-patient treatment in hospital including operations that cannot be delayed;
  - b) out-patient treatment;
  - c) drugs, medicines and bandages;
  - d) medical treatment in the event of complications in pregnancy, termination of pregnancy on medical grounds, and miscarriages and premature births up to and including the 32nd week of pregnancy;
  - e) necessary treatment for the newborn child required in Germany or in neighbouring countries →abroad in the event of premature birth up to and including the 32nd week of pregnancy;
  - f) 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;
  - g) purchase of heart pacemakers and prostheses required for the first time on account of an accident or an illness on the insured trip to ensure that the →insured person can travel;
  - h) 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.
2. 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 ERV.
3. 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, ERV will pay the costs of medical treatment up until the day when it is possible to move the →insured person.
4. If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, ERV will pay the costs of accommodation for an accompanying person in the hospital.
5. If treatment as an in-patient in a hospital is required, ERV 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 ERV that are not borne by the responsible insurance companies must be paid back to ERV by the →insured person within one month of the account being rendered.

### § 3 Medical and Baggage transport / Repatriation

1. ERV will pay the costs for
  - a) medical transport for the in-patient stay in the hospital in Germany or in the neighbouring country →abroad and back to the accommodation at the holiday resort;
  - b) medical transport to the hospital in Germany or in the neighbouring country →abroad for initial out-patient treatment;
  - c) 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);
  - d) the return of baggage from the holiday resort to the place of residence of the →insured person;
  - e) repatriation of the →insured person to the place of burial in the event of death.
2. ERV will also take responsibility for the organisation in the case of medical return transport in accordance with no. 1 c), return of baggage in accordance with no. 1 d) and repatriation in accordance with no. 1 e).

### § 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, ERV, 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. ERV 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, ERV will pay costs of up to € 10,000.

### § 6 Return transport for children

1. 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, ERV will organise return travel to the place of residence.
2. ERV will pay for the additional costs arising over and above the cost of the return journey originally planned.

### § 7 Exclusions / Restrictions

1. The following are not insured:
  - a) 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 aids to sight and hearing aids;
  - e) purchase and repair of heart pacemakers and prostheses unless the purchase is necessary for the first time on account of an accident or illness on the trip to ensure that the →insured person can travel;
  - f) 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;
  - g) rest-cure, sanatorium or wellness treatments, as well as acupuncture, fango, and massages;
  - h) need for long-term care or safe-keeping;
  - i) psychoanalytical and psychotherapeutic treatment, as well as hypnosis;
  - j) optional benefits, e.g. single room or treatment by a chief physician;
  - k) treatments by spouses, parents or children. Verified non-personnel costs will be paid in accordance with the schedule of charges;
  - l) treatment as a result of attempted suicide and its consequences, including medical evacuation and repatriation due to death resulting from suicide;
  - m) 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), ERV 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, ERV 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 ERV →immediately before the start of in-patient treatment and before medical evacuation is carried out;
  - b) to submit to ERV 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 ERV.
2. If any of the above obligations is intentionally not met, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV 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 in Germany or neighbouring countries →abroad 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  
ERV 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 or →natural events.
2. Unaccompanied baggage  
ERV 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, ERV 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 Delayed collection of baggage

ERV will pay the verified expenses for replacement purchases necessary to continue the journey, up to € 250 per person or € 500 per family, if unaccompanied baggage fails to reach the destination on the same day as the →insured person due to delayed transportation.

### § 5 Exclusions / Restrictions

1. The following are not covered:
  - a) damage to items that are forgotten, left behind or lost;
  - b) spectacles, contact lenses, hearing aids and prostheses;
  - c) money, securities, tickets and documents of any type with the exception of official identity documents and visas;
  - d) consequential pecuniary loss.
2. Restrictions on insurance cover
  - a) As unaccompanied baggage, video and photographic equipment, including accessories, are not insured. As accompanied baggage, these items are covered up to a total of 50 % of the insured sum;
  - b) Items of jewellery and valuables are not insured. However, these items are covered up to a total of 50 % of the insured sum if they are locked in a fixed, closed container (e.g. safe) or are carried around securely with the →insured person;
  - c) IT equipment and software including the relevant accessories are insured up to a total of € 500;
  - d) Sports equipment including accessories are insured up to a total of 25% of the insured sum. They are not insured if they are being used in accordance with the normal rules and procedures;
  - e) Presents and souvenirs are insured up to a total of 10 % of the insured sum;
  - f) 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.

### § 6 Obligations following occurrence of an insured event

1. The →insured person is under an obligation
  - a) to supply ERV with proof of insurance and booking documents;
  - b) 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. ERV must be supplied with a confirming certificate.
  - c) to report damage to unaccompanied baggage →immediately to the transport company or the company providing accommodation. 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 more than within seven days of handing out the item of baggage. ERV must be supplied with appropriate certificates confirming this;

d) to obtain confirmation of the delay of baggage from the transport company and supply ERV with a confirming certificate.

2. If any of the above obligations is intentionally not met, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

### § 7 Special reasons for lapse of cover

If the →insured person intentionally caused the loss or damage, ERV shall be released from its liability to make payment. If the →insured person caused the loss or damage by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to 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 of accident to the bicycle being used by the →insured person on the trip, ERV will pay repair costs of up to € 150 for each insured event to make the bicycle roadworthy again. If a repair is not possible on the spot, ERV will pay the additional costs of travel, up to € 150 per insured event, to the point of departure or destination of that day's leg of the trip.

### § 2 Theft

1. If the →insured person's own bicycle or the →rented bicycle being used by the →insured person on the trip is lost as a result of theft, ERV will reimburse the →current value, but to a maximum of € 500 for each insured event.
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, ERV 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. ERV will pay benefit, if the →insured person's own bicycle or the →rented 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, ERV 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.

### § 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. ERV 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. ERV 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, ERV 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, ERV will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the →insured person. ERV 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 ERV 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

If the →insured person intentionally caused the loss or damage, ERV shall be released from its liability to make payment. If the →insured person caused the loss or damage by virtue of gross negligence, ERV will be entitled to reduce the level of payment to be made proportionately to 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).

#### Change of employment

Change of employment refers to any situation where the employee changes employer with a resulting termination of the previous →employment relationship and conclusion of a new employment contract. Transfers within a company are not deemed a change of employment.

#### 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.).

#### Curtailment 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.

### E

#### Employment relationship

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

### 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.

### N

#### Natural events

Natural events include explosions, storm, hail, lightning, high water, flooding, avalanches, earthquakes, landslides.

### 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 ERV.

#### Public transport

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

### R

#### Rebooking charges

Rebooking charges refers to any fees which a travel organiser may charge the →insured person because of a change of destination or travel dates.

#### Relatives

The relatives are the spouse or civilpartner, or partner living in cohabitation, children, parents, adopted children, adopted parents, foster children, foster 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.

#### Rented bicycle

A bicycle is also deemed to be rented if the →insured person was allowed the free use of the bicycle under the contract for accommodation.

### S

#### School / University

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;
- 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.

Universities are deemed to be

- all colleges of higher education and universities at which students can gain an academic degree.

#### Sports equipment

Sports equipment refers to all items required for practising a sport (e.g. golf club, surfboard, mountain bike, etc.) including accessories.

#### 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, a holiday home, a house boat or chartering a yacht.