

Terms and conditions for liability and accident insurance
VB-RS2017 (SFE2-D)

Your insurance terms and conditions comprise three sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

In Section II, you will, in particular, find explanations about the insured persons, time limits for taking out insurance and premium payments.

The full description for the types of benefit is in Section III.

Section I. Overview of benefits

The full description of the insured benefits and events is provided in the relevant clauses of Section III Description of benefits.

LIABILITY. Travel liability insurance

Scope of cover			
The insurance cover applies worldwide.			
Insured benefits			
1.1	Investigation of liability and settlement of justified claims		
1.2	Sureties in the event of annuities due		
1.3	Costs of a legal dispute		
Insured events			
Damage caused by you		Compact	Comfort
2.1	Everyday liability risks	EUR 1.0 million	EUR 2.5 million
2.2	Liability claims for damage to rented property, per insured event	EUR 10,000	EUR 25,000
2.3.	Damage to the household of the host family	EUR 2,500	EUR 2,500
2.4	Deportation costs	EUR 1,000	EUR 5,000
2.5	Loss of keys	-	EUR 250
Deductible			
In the cases under clauses 2.2 and 2.4, a deductible of 20%, at least EUR 50, will be deducted from the calculated benefit. In the cases under clause 2.3, a deductible of 10%, at least EUR 150, will be deducted from the calculated benefit.			

AI. Travel accident insurance

Scope of cover			
The insurance cover applies worldwide.			
Sums insured		Compact	Comfort
1.1	In the event of disability	EUR 20,000	EUR 40,000
1.2	Progression in the event of disability exceeding 25%	350%	350%
1.3	In the event of death ¹⁾	EUR 10,000	EUR 20,000
1.4	For rescue costs	-	EUR 5,000
1.5	For cosmetic surgery costs	-	EUR 5,000
Insured events			
2.1	Damage to health caused by an accident		
2.2	Muscular strain and torn ligaments		
2.3	Drowning or suffocation		

Section II. General provisions

1. Insurable persons and eligibility

- 1.1 The insured persons are those referred to by name in the insurance certificate for whom the agreed premium was paid.
- 1.2 The following persons can all be insured: enrolled undergraduate and doctoral students, participants in language courses preparing for studies and holders of approval notices entitling them to study at a higher education institution, who can show that they are temporarily in the Federal Republic of Germany for the purpose of further education up to the end of their 45th year of age, if they are foreign nationals.
- 1.3 Family members not in employment and children up to the age of 18 can be co-insured. The same maximum age under clause 1.2 applies to the co-insured persons, as do the limits for the insurance duration in accordance with clause 2.1.1.
- 1.3 The insurance contract for persons who do not fulfil the requirements to be insured under these conditions is not valid even if the premium is paid. If a premium is nonetheless paid for a person who is not insurable, the amount is made available to the person making the payment.
- 1.4 Persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded will not be insured, even if payment of contributions is made. The mental condition and objective living conditions of said persons shall be particularly taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.

2. Conclusion, duration and termination of the policy and insurance cover

2.1 Conclusion of the contract

- 2.1.1 The application for an insurance contract may at any time be made for the total (remaining) period of the stay in the Federal Republic of Germany.
- 2.1.2 The contract is concluded when the correctly-completed application form provided by us for this purpose has been received by us and we have sent you an insurance confirmation. The application is only correctly completed when it contains all the requested information in an unambiguous and complete form.
- 2.1.3 The insurance contract is not valid even if the premium is paid, if these conditions are not fulfilled. In this case, the person paying the premium is entitled to receive a refund.

2.2 Commencement

Insurance cover begins on the date shown on the insurance certificate (insurance commencement), although not before the insurance contract has been concluded and not before entry to the Federal Republic of Germany.

2.3 Termination

- The insurance contract and insurance cover end, including for insured events not yet concluded
- 2.3.1 after the agreed duration, though in any case no later than the end of the insured journey. The insurance cover is extended past the agreed endpoint if the planned end of the

trip is delayed for reasons beyond the control of the insured person;

2.3.2 in the event of death;

2.3.4 if the insured person no longer meets the eligibility criteria.

3. Scope of cover of the insurance

- 3.1 Insurance cover is provided for insured persons who are only temporarily staying in the Federal Republic of Germany. If the insured event occurs in the home country of the insured person, no insurance cover is provided (except as in clause 3.2). The home country in the terms of the provisions of this contract is the country where the insured person has permanent residence and/or the country of which the insured person is a national.
- 3.2 Insurance cover is also provided worldwide outside the Federal Republic of Germany and outside the home country for a temporary journey.

4. What requirements must be complied with when paying the premiums?

4.1 Payment of the first premium

- 4.1.1 The first premium is due at the start of the contract.
- 4.1.2 If the first premium is not paid on time, we shall be entitled to withdraw from the contract for as long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond the control of the policyholder.
- 4.1.3 If the first premium remains unpaid upon occurrence of the insured event, the insurance provider will not be obliged to pay benefits, unless the reason for non-payment is beyond the control of the policyholder.

4.2 Payment of subsequent premiums

- 4.2.1 If the subsequent premium is not paid on time, the insurance provider will send the policyholder a request for payment and will set a time limit of two weeks for payment.
- 4.2.2 If the policyholder has still not made the payment when this deadline expires, the insurance provider is entitled to terminate the contract, if it has drawn the attention of the policyholder to this when the request for payment was sent.
- 4.2.3 If the policy was terminated by the insurance provider and the policyholder pays the amount demanded within one month of receiving the termination, the policy shall continue. However, no insurance cover is provided for insurance events that have occurred between the deadline and the payment.

4.3 Size of premium

The premium for an insured person is shown by the premium overview.

4.4 Collection of premiums

If you have agreed to the premium being collected from your account, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if the premium can be collected on the due date, and you do not dispute collection of the correct payment.

If we are unable to collect the premium due for a reason beyond your control, the payment shall still be considered on time if payment is made immediately upon receipt of our written payment request.

5. In which cases is the insurance cover restricted or excluded?

5.1 Fraud and deliberate intent

We do not pay benefits if you or another insured person attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits. We shall also be released from our obligation to provide benefits if the insured event was caused intentionally by you or another insured person; if fraud or fraudulent intent has been determined by a final criminal judgment, it shall be deemed to have been proven.

5.2 War, civil unrest and other events

Unless otherwise specified in Section II, insurance cover is not provided for damage caused by war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, or natural events. Furthermore, there is no insurance cover for events arising out of violent disorders connected with a public assembly or demonstration, if you or insured persons actively take part in it.

5.3 Foreseeability

We do not pay benefits if the insured event was foreseeable at the time of booking the trip or when the insurance contract was concluded.

Note: Please note also the restrictions to the individual insurance policies in Section III of these insurance terms and conditions.

6 What requirements must be complied with if an insured event occurs (obligations)?

We are unable to provide our services without your cooperation and that of the person insured. Consequently, please note the following clauses, in order not to put your insurance cover at risk.

6.1 Obligation to minimise damage

You should make every effort to keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs. Please contact us if you are unsure or have any questions.

6.2 Obligation to provide information on the damage event

All information about the insured event that you or the insured person provide must be truthful and complete. The same applies to any requests we make for receipts and information pertaining to the case.

6.3 Obligation to secure claims for compensation against third parties

If you or the insured person have a basis to claim compensation from a third party, this right is assigned to us, insofar as we make good the damage. The assigned claim cannot be used to your disadvantage. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

6.4 Further obligations

Note: Please also see the "Important information" in the case of an insured event, enclosed with your insurance documents, and the special obligations for the individual insurance policies in Section III of these insurance terms and conditions.

6.5 Consequences of non-compliance with obligations

If you or the insured person deliberately fail to comply with the abovementioned obligations, we shall be released from our obligation to provide benefits.

In the event that you fail to meet your obligations as a result of gross negligence, we are entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover is unchanged.

7. What requirements must be complied with when the compensation payment is made?

7.1 Conversion of costs incurred in foreign currencies

Any costs incurred in a foreign currency shall be converted into the currency applicable in the Federal Republic of Germany at the exchange rate applicable on the day when the insurance provider receives the relevant receipts. For traded currencies, the latest official Frankfurt/Main exchange rate applies as the daily exchange rate, while for non-traded currencies, the rate quoted in the latest issue of "Currencies of the World" published by the German Federal Bank in Frankfurt/Main shall apply, unless that currency which is necessary for the payment of the bills was demonstrably acquired at a less favourable price.

The benefits can be reduced by the amount of additional costs which are incurred as a result of our conducting money transfers to foreign countries or choosing special forms of transfer on request of the insured person.

7.2 Deadline for our payment

Once the proof of insurance and premium payment are available and we have confirmed our liability to pay and the amount of compensation, we will pay this within two weeks at the latest.

If we have confirmed our liability to pay, but we have been unable to determine the amount of compensation within one month of receipt

of the claim form, you can demand a reasonable down-payment on the compensation.

If official enquiries or a criminal prosecution have been initiated against you or one of the insured persons in connection with the insured event, we can postpone the settlement of the damage until the legal conclusion of this process.

7.3 Compensation from other insurance policies

If, in the case of an insured event, compensation can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to us first, we shall make an advance payment and will contact the other insurer directly regarding cost sharing. We do not require the sharing of costs with private health insurance if this would disadvantage the insured person, e.g. the loss of reimbursement of the payment.

8. Which law applies and what is the limitation period for claims? To whom do the provisions apply?

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these

provisions, unless international law states otherwise.

Claims under this insurance contract expire in three years. The expiry is measured from the end of the year in which the claim can be made. If a claim has been made by you or the insured person, the expiry period is suspended until our decision is sent to you or the insured person in written form.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

9. Offsetting

You may offset against our claims only if the counter-claim is uncontested or legally established.

10. What should be borne in mind when communicating with us?

All notifications and statements intended for us should be directed to our head office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium etc.). The language of the contract is German.

Section III. Description of benefits

LIABILITY. Travel liability insurance

1. What insured benefits are provided by your travel liability insurance?

If the insured event occurs (see clause 2. For limitations see clause 3.), the following benefits are provided up to the level of the sums insured stated in Section I.

1.1 Investigation of liability and settlement of justified claims

Our services include investigation of liability and subsequent defence against unjustified claims or, in the event of a justified claim, reimbursement of the compensation to be paid by you. A justified claim shall be deemed to exist based on a declaration of acknowledgement issued or approved by us, a settlement concluded or approved by us, or a court order. Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on your part, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.

Should we desire or approve the appointment of a defence lawyer for you as part of criminal proceedings based on an event that may result in a liability claim falling under the insurance cover, we shall bear the lawyer's fees in accordance with the fee schedule, or higher costs if specifically agreed with us in advance.

1.2 Sureties in the event of annuities due

Should you be legally bound to provide a surety on the basis of an annuity due as a result of an insured event, or should you be granted the option to avoid enforcement of a court judgement by providing a surety or escrow, we undertake to provide the surety or escrow on your behalf.

1.3 Costs of a legal dispute

Should the insured event lead to a legal dispute regarding the claim between you and the injured party or their legal successor, we shall deal with the legal dispute in your name. We shall assume the incurred costs and shall not offset these as benefits against the sum insured. Should the liability claims exceed the sum insured, we shall only bear the costs of legal proceedings in an amount corresponding to the proportion of the entire claim amount represented by the sum insured, even in the event of several sets of proceedings arising from one event. In such cases, we shall be entitled – by paying the sums insured and our proportion of the costs incurred so far corresponding to the insured sum – to release ourselves from payment of further benefits.

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

You have insurance cover on the trip in the event that a claim for compensation is asserted against you by a third party on the basis of statutory liability provisions under private law due to one of the events listed below leading to the death, injury or damage to the health of persons (personal damage) or damage to or destruction of an object (material damage).

2.1 Everyday liability risks

Your insurance covers your statutory liability as an individual in terms of everyday liability risks occurring on your trip, in particular

- 2.1.1 for family and household responsibility (e.g. arising out of the duty of care for minors);
- 2.1.2 as a cyclist;
- 2.1.3 while practising a sport (except the types of sport listed in clause 3.2.3);
- 2.1.4 as a rider or driver when using third-party horses and carts for private purposes (liability claims of the animal's keeper or owner against the insured person and/or the policyholder are not covered);
- 2.1.5 through the ownership and use of aircraft models, unmanned balloons and gliders which are powered neither by motors nor by propellants, whose weight in flight does not exceed 5 kg and for which there is no insurance obligation;
- 2.1.6 through the ownership and use of own or third-party rowing or pedal boats as well as third-party sailing boats which are powered neither by motors (including outboard motors) nor by propellants, and for which there is no insurance obligation;
- 2.1.7 arising out of the ownership, possession, maintenance or use of own or third-party surf boards for sporting purposes; however, the legal liability of the insured person from renting, borrowing or other transfer of use to third parties is excluded.
- 2.1.8 from working as an au pair. If the insured person is working as an au pair on the basis of a written contract, the private liability insurance does include professional liability insurance, in derogation of clause 3.1.3. In this case, only liability claims that are on the basis of activities that the insured person is allowed to practice on the basis of his or her level of education or training are insured. This insurance cover only applies, however, if claims are made against the insured person and the insured person has no other or only inadequate insurance cover, e.g. as part of a private liability insurance of the host family.

2.2 Liability claims for damage to rented property

Contrary to clause 3.2.4, the insurance also covers damage to rented property. In this connection, the insurance cover extends to everyday liability risks incurred by the insured person as the user of rooms in buildings (e.g. hotel and B&B rooms, holiday apartments, bungalows, dining rooms, shared bathrooms), up to the amount stated in the overview of benefits.

However, liability claims for the following reasons are **excluded**:

- damage to moveable items such as pictures, furniture, television sets, crockery, etc.;
- damage due to wear and tear and excessive strain;
- damage to heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment.

2.3 Damage to the household of the host family

Contrary to clauses 2.2 and 3.2.7, liability claims against the insured person are insured if they relate to damage to mobile objects (e.g. pictures, furniture, television sets, crockery, carpets) and to the rooms in the household of the host family whose use is foreseen and permitted in connection with hosting, up to the amount stated in Section I. The household of the host family includes the house or home where the host family is resident (main, second and holiday

homes), including the associated land and additional buildings or adjoining rooms located on it. The total payment for all damages to mobile objects and room of the host family within one insurance year or any agreed shorter insurance period is limited to double the amount stated in Section I. An insurance year is considered to be a period of twelve months calculated from the start of insurance, including all contractual extensions.

2.4 Deportation costs

Insurance cover exists if an insured person is deported by the authorities in the Federal Republic of Germany to their home country. The insurance cover for the deportation costs only applies if the deportation is ordered within the insured period and the period of the contract with the host family and within the period stated in the residence permit or the visa for the stay.

If the insured event occurs, the insurance provider insures against the additional costs (deportation costs) which can be shown to have been incurred by the policyholder (host family) in accordance with §§ 765, 773 of the German Civil Code (BGB) in conjunction with §§ 82 (2), 83 und 84 of the German Aliens Law, up to the amount stated in Section I.

2.5 Loss of keys

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost.

The maximum payment for each insured event is limited to the amount stated under section I and applies to all claims within one insurance year – or any agreed shorter insurance period. An insurance year is considered to be a period of twelve months calculated from the start of insurance, including all contractual extensions.

Liability claims owing to consequential damage arising from the loss of a key (e.g. due to a break-in) and liability arising from the loss of safe and furniture keys, as well as any other keys to movable objects, remain **excluded**.

3. What restrictions to the insurance cover should be noted?

3.1 Non-insured liability risks

- 3.1.1 Your liability as the owner, proprietor, holder or driver of a land-based vehicle, aircraft or watercraft is not covered in the event of damage caused by using the vehicle.
- 3.1.2 Your liability as the owner, holder or keeper of animals and your liability when hunting are not covered.
- 3.1.3 Your liability when carrying out your job, service or duties (including voluntary) or when participating in associations of any kind is not covered.
- 3.1.4 The insured person's liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Non-insured liability claims

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, catering, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse, bicycle or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4 Unless expressly listed in the overview of benefits, liability claims for damage to third-party items that you have rented, leased, borrowed or obtained through unlawful interference or that are subject to a specific custody agreement.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-in-law, step-parents and children, grandparents and

grandchildren, siblings, foster parents and children as well as persons connected by means of a family-like, long-term relationship similar to that of parents and children.

- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as, unless explicitly co-insured under clause 2.3, between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.
- 3.2.10 Liability claims for damage as a result of using weapons of any kind.
- 3.2.11 Liability claims for all resultant financial losses.
- 3.2.12 Unless expressly listed in the overview of benefits, liability claims for damage as a result of loss of items such as money, securities and valuables.

3.3 Limitation of benefits

- 3.3.1 Our compensation is limited to the agreed sums insured in each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation.
- 3.3.2 The compensation for all insured events within the insured period shall be limited to two times the agreed sum insured in the case of contractual terms of less than one year. In the case of contractual terms of more than one year, we shall not pay more than double the agreed sum insured for all insured events in each year of insurance.
- 3.3.3 Several insured events occurring during the effective period of the insurance shall be considered one insured event occurring at the time of the first of these insured events if they are based on the same cause or similar causes with an internal – particularly material and temporal – link.
- 3.3.4 If the insured person is bound to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or exceeds the amount of the insured sum remaining following deduction of any benefits provided due to the insured event, the annuity to be paid shall only be covered by the insurer in an amount corresponding to the proportion of the insured sum or residual amount to the capital value of the annuity.

The corresponding provision of the ordinance on insurance cover under the motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply as regards calculation of the value of the annuity. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the sum insured remaining following deduction of other benefits, the other benefits shall be offset in full against the sum insured.

- 3.3.5 Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on the part of the insured person, we shall not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.

4. What should be borne in mind when a claim is made (obligations)?

Additions to Section II, clause 6.

4.1 Immediate notification of the incident

If a claim for compensation for damages is asserted against you, please inform us immediately.

4.2 Immediate notification in the event of a legal dispute

If investigation proceedings have been initiated or a penalty order or order for payment has been issued, you must inform us immediately, even if you have already reported the insured event itself. If a claim is asserted against you in court or by means of an order for payment, legal aid is applied for or a legal notice is served on you, you must also inform us immediately. The same applies in the event of an arrest, preliminary injunction or proceedings for the preservation of evidence.

4.3 Handover of proceedings

In the event of legal proceedings concerning the liability claim, you must hand over conduct of such proceedings to us, grant power of attorney to the lawyer appointed or specified by us and submit all declarations that we or the lawyer believe to be necessary. In the

event of orders for payment or ordinances from administrative authorities regarding compensation for damages, you must – without waiting for instruction from us – file an objection or seek the required legal remedies within the set time limit.

4.4 Cession of exercise of rights in the event of annuities

If, as a result of changes in circumstances, you are granted the right to request the cancellation or reduction of an annuity to be paid, you undertake allow us to exercise this right in your name.

4.5 Conferment of authority

We are considered authorised to submit all declarations deemed to be useful in settling or defending against the claim in your name.

4.6 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause 6.5 of Section II.

TAI. Travel accident insurance

1. What insured benefits are provided by your travel accident insurance?

If an insured event occurs (see clause 2; for restrictions see clause 3), the following benefits are paid up to the level of the sums specified in Section I.

1.1 Benefits in the event of disability

For our benefit to be paid, your physical or mental ability must be permanently impaired as a result of the accident (disability). Impairment is considered permanent if it is expected to last longer than three years and no change in the situation is expected.

The disability must occur within 15 months of the accident and be confirmed in writing by a doctor within 21 months of the accident, and you must have informed us of this in writing.

1.1.1 The amount of the benefit depends on the sums insured and degree of disability. The loss or loss of use of the following shall constitute fixed degrees of disability (unless there is evidence of a higher or lower level of disability)

An arm at the shoulder	70%
An arm above the elbow	65%
An arm below the elbow	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above the centre of the thigh	70%
A leg to the centre of the thigh	60%
A leg to below the knee	50%
A leg to the centre of the lower leg	45%
A foot at the ankle	40%
Big toe	5%
Any other toe	2%
An eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of the partial loss or impairment of function in one of these body parts or sensory organs, the corresponding proportion of the percentage shall be assumed.

1.1.2 Should the insured event affect body parts or sensory organs whose loss or loss of use is not covered above, the decisive factor shall be the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.

1.1.3 Should the insured event affect several physical or mental functions, the aforementioned degrees of disability shall be added together. However, more than 100% will not be accepted.

1.1.4 Should the insured event affect a physical or mental function that was already permanently impaired, a deduction corresponding to the level of pre-existing disability shall occur. This shall be measured in accordance with the degrees of disability under clause 1.1.1.

1.1.5 Should death occur as a result of the accident within a year of the insured event, no entitlement to disability benefits shall exist.

1.1.6 If the insured person dies due to a cause unrelated to the accident within a year of the insured event or (regardless of the cause) later than 1 year after the accident and if a claim for disability benefits in accordance with clause 1.1.1 arose, we will provide compensation in accordance with the degree of disability that would have been applied in accordance with the latest recorded medical findings.

1.2 Progression in the event of disability exceeding 25%

The following applies if an accident not involving illnesses or ailments under the assessment principles of clause 1.1 leads to a permanent impairment of physical or mental function by more than 25%:

1.2.1 For every percentage point that the accident-related degree of disability exceeds 25%, HanseMerkur pays an additional 2% from the sum insured.

1.2.2 For every percentage point that the accident-related degree of disability exceeds 50%, HanseMerkur pays an additional 2% from the sum insured.

1.2.3 The additional benefit is limited to a maximum of EUR 150,000 per insured person. If further accident insurance policies of HanseMerkur Reiseversicherung AG apply to the insured person, the maximum amount applies to all the insurance contracts together.

In the event of disability, these special conditions individually have the following effect:

IG*	VS*	IG*	VS*	IG*	VS*	IG*	VS*
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

* IG = accident-related disability degree in %

VS = benefit from the sum insured in %

1.3 Benefits in the event of death

Should an insured event lead to the death of the insured person within a year, the heirs shall be entitled to a benefit in accordance with the sum insured in the event of death. Please note the specific obligations under clause 4.3.

1.4 Coverage of rescue costs

If the insured person has several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies. If the insured person has suffered an accident covered by this insurance policy, we shall reimburse the costs incurred up to the amount agreed in the policy for

1.4.1 search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.

- 1.4.2 Transport of the injured party to the nearest hospital or to a specialist clinic if this is medically necessary and has been ordered by a medical practitioner.
- 1.4.3 additional expenses for the transport of the injured person back to the place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 1.4.4 repatriation of mortal remains to the last permanent place of residence in the event of death.
- 1.4.5 Services set out in clause 1.4.1, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances led you to believe that it was imminent.

1.5 Coverage for the costs of cosmetic surgery

- 1.5.1 If, as a consequence of an accident covered by this policy, the outward surface of the insured person's body is damaged or deformed to an extent that following completion of medical treatment, the appearance of the insured person is permanently impaired, and if the insured person decides to undergo cosmetic surgery in order to correct such damage, we shall cover the costs associated with the surgery and hospital treatment such as medical fees, medication, dressing materials and other remedies prescribed by doctors on a one-time basis, as well as the cost of accommodation and meals in the hospital in the amount of up to the agreed sum insured. The front and incisor teeth which can be seen when the mouth is open are not deemed to be part of the outward surface of the body.
- 1.5.2 The cosmetic surgery and hospital treatment must be completed within 3 years of the accident. If the insured person was below the age of 18 at the time of the accident, the costs shall be covered even if the surgery and hospital treatment do not take place within the abovementioned period, provided the treatment is completed before the insured person reaches the age of 21.
- 1.5.3 The cost of meals and beverages, spa and recuperation trips and nursing are excluded from the coverage, unless professional nursing care has been ordered by a doctor.

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

2.1 Damage to health caused by an accident

An insured event has occurred if the insured person suffers damage to their health against their will as a result of a sudden external event (accident) having an impact upon their body. By extension, the insurance cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident having to occur, i.e. a sudden external event having an impact upon the body.

2.2 Muscular strain and torn ligaments

An insured event shall also be considered to have occurred if a joint is twisted or muscles, tendons, ligaments or capsules are strained or torn due to increased exertion on limbs or the spine.

2.3 Drowning or suffocation

Death due to drowning or suffocation under water during diving shall also be considered an accident within the meaning of clause 2.1.

3. What restrictions to the insurance cover should be noted?

3.1 Which events are not covered?

We do not provide coverage for:

- 3.1.1 Accidents caused by mental disorders or impaired consciousness, including due to the consumption of alcohol or drugs, as well as by strokes, epileptic fits or other seizures that affect the entire body of the insured person; however, insurance cover shall exist if these are caused by an accident falling under this contract.
- 3.1.2 Accidents suffered by the insured person as a result of them deliberately committing or attempting to commit a crime.
- 3.1.3 Accidents caused directly or indirectly by war or civil war events or in connection with terrorist attacks. However, we shall provide insurance cover if the insured person is travelling abroad and is unexpectedly affected by war or civil war. This extension of insurance cover shall, however, not apply in the case of travel in or through states that were already engulfed by war or civil war upon commencement of the trip. It shall also not apply in the event of active

participation in war or civil war, or in the event of accidents caused by NBC (nuclear, biological or chemical) weapons.

- 3.1.4 Accidents befalling the insured person as the pilot of an aircraft (including sports aircraft) requiring a permit in accordance with German law, or as a crew member on an aircraft, if these occur with a causal connection to the operation of the aircraft.
- 3.1.5 Accidents befalling the insured person when carrying out an activity with the aid of an aircraft.
- 3.1.6 Accidents befalling the insured person whilst using spacecraft; however, the insured person is covered as an airline passenger.
- 3.1.7 Accidents befalling the insured person as the driver, co-driver or passenger of a motor vehicle taking part in a driving event, including the corresponding practice runs, involving driving at high speeds.
- 3.1.8 Accidents caused directly or indirectly by nuclear energy.
- 3.1.9 Damage to health caused by radiation and damage to health caused by therapeutic measures or interventions on the body of the insured person. However, insurance cover is provided if therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.10 Damage to health caused by infections. These are also excluded if caused by insect stings or bites or other minor injuries to the skin or mucous membranes through which the pathogens entered the body, either immediately or at a later stage. However, insurance cover is provided for rabies and tetanus, as well as for infections whereby the pathogens entered the body through injuries as a result of an accident which is not excluded under clause 1. Insurance cover is also provided for infections caused by therapeutic measures or interventions if the therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.11 Abdominal or inguinal hernias. However, insurance cover is provided if these occur due to a violent external impact falling under this policy.
- 3.1.12 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage. However, insurance cover is provided if the predominant cause is an accident falling under this policy.
- 3.1.13 Pathological disorders as a result of psychological reactions, regardless of their cause.
- 3.1.14 Poisoning as a result of ingesting solid or liquid substances through the gullet.

3.2 What impact do illnesses or infirmities have?

If illnesses or infirmities contribute to the damage to health caused by an accident, or the consequences thereof, the benefits shall be reduced by an amount proportionate to the illness or infirmity if this proportion is at least 25%. If illnesses or infirmities contribute to a damage to health caused by an accident, or the consequences thereof, any entitlement to benefits shall cease to exist if this proportion is more than 50%.

4. What requirements must be complied with in the event of damage due to an accident during travel (obligations)?

- Additions to clause 6 of the General Section -

4.1 Immediate medical consultation

The medical advice of a doctor must be sought following an accident that is expected to lead to a payment obligation. The insured person must follow the doctor's orders and must also limit the consequences of the accident as far as possible.

4.2 Examination by doctors appointed by us

The insured person is obliged to allow an examination by a doctor appointed by us. We shall bear the necessary costs, including any loss of earnings.

4.3 Notifications in the event of death

If the accident leads to the death of the insured person, then the heirs or other legal successors of the insured person must inform us thereof within 48 hours, even if the accident itself has already been reported. We must be granted the right to have a post-mortem examination conducted by a doctor appointed by us.

4.4 Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in clause 6.5 of Section II.