

Terms and conditions for CareMed travel cancellation costs insurance 2013/2014

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Behaviour in case of a claim

- In case that you are unable to travel, an immediate cancellation of your trip is necessary in order to minimize the cancellation costs!
- If your cancellation costs exceed € 300, please call +49(0)40/4119-2300 in order to receive a claim form and send the completed form together with a doctor's certificate to the claims office below. In case of a claim below this amount an informal doctor's certificate including details of the diagnosis and the treatment data is sufficient.
- The following further documents have to be sent in:
 - the originals of all booking and cancellation documents
 - original proof stating payment of costs
 - doctor's certificates with the details of diagnosis and treatment data
 - in case of other claims the certificates respectively (e.g. death certificate in the event of death).

Contact for claims:

HanseMerkur Reiseversicherung AG
Abtlg. RLK/CareMed Claims
Siegfried-Wedells-Platz 1
20354 Hamburg
Germany
Phone: +49-(0)40-4119-2300
Fax: +49-(0)40-4119-3586
E-mail: CareMedClaims@hansemerkur.de

If claim documents are sent incompletely, it may come to a delay in claims processing.

Consumer information

CareMed GmbH mediates international travel insurance programs marketed under the CareMed® trademark.

Important Information on your Insurance Policy

Insurance company's identity (name, address):

HanseMerkur Reiseversicherung AG
(legal form: public company)
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany
Phone: +49(0) 40 - 41 19 -10 00
Fax: +49(0) 40 - 41 19 -30 30

Entry in the trade register at:

Amtsgericht (local court) Hamburg HRB 19768

Summons-suitable address and legally entitled representatives of HanseMerkur Reiseversicherung AG:

HanseMerkur Reiseversicherung AG
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany
Represented by the Board:
Fritz Horst Melsheimer (Chairman), Dr. Andreas Gent, Peter Ludwig, Eberhard Sautter, Holger Ehses (stv.)

Core business of HanseMerkur Reiseversicherung AG, hereinafter called "HanseMerkur":

HanseMerkur insures risks which are related to travels.

Name and address of the regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

Guarantee funds or other compensation regulations:

There are no guarantee funds or any other compensation regulations applicable to the products described in this document.

Essential characteristics of the insurance:

HanseMerkur provides travel damage and travel accident insurance policies. Depending on the scope of the selected insurance coverage, HanseMerkur shall pay benefits deriving from the Travel Health Insurance, Travel Accident Insurance or Travel Liability Insurance with the respective insurance terms and conditions. The policyholder stipulates the scope of insurance coverage on the application form. Detailed information about type and scope of the insurance coverage which the policyholder has selected can be found in the description of benefits on the application form and in the insurance terms and conditions. Once HanseMerkur has acknowledged its obligation to pay benefits and has also established the amount payable, compensation will be paid within 2 weeks. This period is checked as long as HanseMerkur is unable to examine the claim due to the fault of the insured person.

Legal system:

German law shall govern the contractual relationship.

Total price and price components:

The policyholder determines the scope of the insurance coverage and the corresponding total insurance premium. The individual premiums for the components of the insurance coverage are stated on the application form. Apart from the health insurance which is not taxable, all the listed premium amounts include the statutory insurance tax valid at the time.

Additional costs, taxes or fees:

Additional costs, taxes or fees, e.g. for using remote means of communication will not be levied with the exception of the emergency call service with the phone number (0180) 5 777 331 (EUR 0.14 per minute from the German fixed-line phone network, prices for calls from mobile phones can vary).

Details of payment and compliance:

The premium is a single premium payable upon taking out the insurance policy. It can also be paid by instalments. For details please refer to the insurance application form.

Limited period of validity of the information supplied:

There is no limited period of validity of the information supplied.

Commencement of the contract, commencement of the insurance coverage, duration of binding period upon application:

The contract commences upon payment of the premium owed. The insurance coverage commences upon the point in time stipulated by the policyholder; however, not before the premium owed has been paid. If the premium is to be booked off an account, payment is considered in time if the premium can be collected on the date of booking off and the policyholder does not object to the authorized collection. If it is not the fault of the policyholder that the premium cannot be collected, payment is still considered being made in time, if it is made immediately after a written request for payment by the insurance company. In addition, with regard to travel health insurance, insurance coverage does not commence before the point in time of having left the national territory where the insured person resides and also not before possible waiting periods. Please find the preconditions for taking out insurance under § 2 of the enclosed insurance terms and conditions. There is no binding period.

Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at this point in time, HanseMerkur shall not be obliged to pay benefits, unless non-payment is not the policyholders fault.

Revocation right:

Policyholders are entitled to revoke their contract agreement in writing (e.g. letter, fax, e-mail) within 14 days without being obliged to state any reasons provided that they have signed an insurance contract with a minimum running time of one month. The time limit becomes effective upon entering into the contract. The timely sending of the revocation suffices to protect the revocation time limit. Revocations shall be addressed to: HanseMerkur Reiseversicherung AG., Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany.
Phone: +49(0)40-4119 -1000, Fax: +49(0)40-4119-3030
E-mail: reiseservice@hansemerkur.de

Consequences of revocation:

In the event of an effective revocation, HanseMerkur will pay back insurance contributions that have already been received.

Information on the duration of the insurance:

The contract is limited in accordance with the selected duration.

Expiry of the contract, right to give notice, business fee:

Insurance expires upon ending the journey or upon the agreed expiry date. Insurance coverage of travel health insurance ends upon entering the national territory where the insured person resides. In principle, there is no right to give premature notice to the insurance contract. Please cf. the relevant application form for exceptions. If HanseMerkur resigns from the contract due to non-payment of the initial or the single premium in accordance with § 37 para 1 VVG, a business fee amounting to EUR 15.00 per insurance contract is levied in accordance with § 39 para 2 VVG.

Legal system and place of jurisdiction:

German law shall govern the contractual relationship. Lawsuits against HanseMerkur can be filed in Hamburg or wherever the policyholder has his/her residence at the time of filing the lawsuit or failing a residence, wherever he/she normally stays.

Contract language:

The prevailing language of this contractual relationship and communication with policyholders during the contractual period of validity shall be German.

Extrajudicial complaints and arbitration procedure:

If an agreement with HanseMerkur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

For travel health insurance:

Ombudsmann Private Kranken- und Pflegeversicherung
Postfach 06 02 22, 10052 Berlin, Germany
www.pkv-ombudsmann.de

For any other insurance:

Versicherungsombudsmann e.V.
Postfach 08 06 32, 10006 Berlin, Germany
www.versicherungsombudsmann.de

This does not affect the right to take legal action.

Complaints can also be launched at the relevant regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin),
Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

**Terms and Conditions for the CareMed travel property insurance of HanseMerkur Reiseversicherung AG
VB-RS 2012 (CareMed)**

A: General Part (valid for all insurance policies mentioned in Part B)

Section 1 – Insured Persons

Insurance coverage shall extend to the person specified by name in the insurance certificate or the confirmation of the tour operator.

Section 2 – Conclusion, duration and termination of insurance contract

The insurance contract must be concluded before commencement of the trip for its whole duration or in the travel cancellation costs insurance for the whole duration until commencement of the trip. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip. The travel cancellation costs insurance has to be concluded with the booking, at the latest, however, 30 days prior to the start of the trip. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip.

Section 3 – Premium

1. Payment of the first or one-time premium.
The insurance coverage shall begin at the time stated in the insurance policy, no earlier than after payment of the one-time premium.
2. Direct debit procedure
If the premium is collected by the insurer by direct debit from a bank or credit-card account, payment will be regarded as having been made in due time if the premium can be collected on the

booking date and the policyholder does not object to a legitimate premium booking. If the premium could not be collected, though for reasons non-attributable to the policyholder, the payment will still be regarded as having been made on time if it is made immediately after receipt of a demand for payment from the insurer.

Section 4 – Scope of the insurance coverage

1. Insurance coverage is provided for the contractually agreed local area of application of the insured trip.
2. Drives, walks and stays within the permanent place of residence of the insured person shall not be deemed as travel.

Section 5 – General limitations on insurance coverage, deductible, grounds for forfeiture, limitation periods for legal action, statute of limitation

1. Insurance coverage is not provided for damage due to war, civil war, warlike incidents, civil unrest, strike action, nuclear energy, confiscation, dispossession or other acts of high authority.
2. HanseMerkur shall not be obliged to pay benefits if the event covered by the insurance was foreseeable by the policyholder or the insured person at the time of booking of the trip.
3. HanseMerkur is free of any obligation to pay benefits if the policyholder or the insured person has intentionally caused an event covered by the insurance.
4. If an insured event occurs as a result of grossly negligent behavior on the part of the policyholder or the insured person, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior.
5. HanseMerkur is not obliged to pay benefits if the policyholder or the insured person has willfully attempted to deceive HanseMerkur as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.
6. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefits can first be raised. If a claim has been submitted to HanseMerkur by the policyholder, or by the insured person, the period of limitation will be delayed until the point in time at which HanseMerkur's decision in the matter is received by the policyholder, or by the insured person, in writing.

Section 6 – General obligations and the consequences of violation of such obligations

1. Upon occurrence of an insured event, the policyholder and the insured person shall be obligated:
 - a) to keep damage to a minimum and to avoid anything that might cause unnecessary increase in costs;
 - b) to permit HanseMerkur to undertake any reasonable investigation into the cause and the amount payable, to provide any relevant information, to furnish original receipts and, in the case of death, to submit the death certificate;
2. If the policyholder or the insured person violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits, provided the policyholder/insured person has willfully violated the obligation. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior by the policyholder or the insured person, the onus of proof for non-applicability of gross negligence resting with the policyholder/insured person.

Note: Please also observe the respective special obligations referred to in the "Special Part" of the individual insurance policies.

Section 7 – Payment of insurance benefits

1. If HanseMerkur has proof of both the conclusion of an insurance contract and the payment of the premiums and if the reason for payment of benefits and the amount of such benefits have been established, payment of compensation must be made within two weeks. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the insured person can be held responsible.
2. One month after giving notice of a claim, the insured person may demand partial payment of the minimum amount owed according to the current state-of-affairs.
3. If, in connection with the insured event, the insured person is under investigation by the authorities or if criminal charges have been brought against the insured person, HanseMerkur can delay settlement of the claim until such legal proceedings have been concluded.

4. Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate quoted in Frankfurt/Main; for untraded currencies, the exchange rate quoted in the latest issue of "Currency of the World" published by German Federal Bank in Frankfurt/Main shall be used, unless proof can be furnished that the foreign currency used to pay the bills was bought at a higher exchange rate.

Section 8 – Indemnification from other insurance contracts and claims against third parties

1. If the policyholder has a claim against a third party, this claim passes to HanseMerkur, to the extent that the latter compensates for the damage. Such transfers of claim may not be enforced to the disadvantage of the policyholder.
2. The policyholder must enforce his/her claims for compensation, or rights serving to secure the claims, in compliance with the required form and deadline regulations and must assist and support the insurer in implementing these, if necessary. If the policyholder violates this obligation intentionally, the insurer is released from the obligation to pay benefits to the extent that no substitute performance can be obtained from the third party. In the case of gross negligence leading to violation of the obligation, the insurer is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior by the policyholder, the onus of proof for non-applicability of gross negligence resting with the policyholder.
3. If the policyholder has a claim for compensation against a person with whom he or she had lived in the same household at the time of occurrence of the damage, the passing of claim referred to in Item 1 cannot be enforced, unless this person caused the damage intentionally.
4. If, in the case of an insured event, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. If the event covered by the insurance is first reported to HanseMerkur, the latter will initially undertake payment.

Section 9 – Offsetting of claims

The policyholder or the insured person can only offset claims of the insurer to the extent that the counterclaim is uncontested or has been legally established.

Section 10 – Declarations of intent and notices

Declarations of intent and notifications made to the insurer are to be made in writing (letter, fax, e-mail, electronic data medium, etc.).

Section 11 – Applicable law, contract language, validity for the insured person

German law shall apply insofar as permitted by international law. The contract language shall be German. All of the agreed provisions apply correspondingly to the insured person.

Insurer: HanseMerkur Reiseversicherung AG, Hauptverwaltung, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany

B: Special part on the individual insurance policies

(depending on the selected scope of insurance)

Travel cancellation costs insurance (TC)
(only valid insofar as included in the selected scope of insurance)

Section 1 – Object of insurance coverage and scope of obligation to provide compensation

To the extent specified in Section 2 (Types of damage) and subject to the limitations of Section 3 (Limitations on insurance coverage), HanseMerkur is required to pay benefits if, during the period of insurance coverage, one of the following events covered by the insurance occurs:

1. Insurance coverage for insured persons or persons at risk:
 - a) Unexpected serious illness;
 - b) Death, serious accident injury, pregnancy, intolerance of vaccination. Not insured however is a failure of a vaccination or insufficient accumulation of an antibody value that is stipulated for the country of travel;
 - c) Breakage of prostheses.
2. Insurance coverage for insured persons:

- a) Loss of the workplace with subsequent registered unemployment as a result of an unexpected termination of the employment relationship for operational reasons by the employer. Not insured is the loss of orders for jobs or the bankruptcy in the case of self-employed persons;
- b) Commencement of an employment relationship or an activity with compensation for additional work (1-euro job) from unemployment, provided that the insured person was registered as unemployed when booking the trip. Not insured is the commencement of internships, operational measures or training measures of all kinds as well as the commencement of work of a pupil or student during or after the period of schooling or studies;
- c) Change in workplace, presuming the insured trip was booked before knowledge of the change in workplace and the insured person is still in the trial period of the new professional activity, a maximum however in the first 6 months of the new professional activity;
- d) Repetition of unsuccessful examinations at school, university or technical college, which must be retaken to avoid an extension of the period of studies or to secure a school-leaving or final examination certificate. The prerequisite is that the insured trip was booked before the date of the failed examination and the date for the repeat examination unexpectedly falls in the insured travel period or up to 14 days after termination of the trip;
- e) Non-promotion of a pupil if it concerns a school or class trip or a high school stay abroad;
- f) considerable damage to property owned by the insured person as a result of fire, burst water pipe, natural occurrences or criminal acts of third parties (e.g. burglary). A damage to the property through the aforementioned events is deemed as substantial if the amount of the damages is at least EUR 2,500.00;

3. Persons at risk are

- a) insured persons who have jointly booked and insured a trip;
- b) the relatives of an insured person, including the married partner or the unmarried partner in a marriage-like partnership, children, adopted children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, siblings, grandchildren, parents-in-law, sons- and daughters-in-law and brothers- and sisters-in-law;
- c) persons caring for non-accompanying minors or for non-accompanying relatives of an insured person;
- d) aunts, uncles, nephews and nieces, provided the insured event of "death" has occurred;

4. If more than five persons, or more than two families in the case of family tariffs, have jointly booked and insured a trip, only the respective relatives of the insured persons and those persons charged with their care are regarded as risk persons, not all insured persons among themselves.

Section 2 – Types of damage

HanseMerkur shall pay, under the deduction of the agreed deductible, compensation if the trip is not started/canceled or if the rented object is not used/canceled (with the exception of rental car) for the cancellation costs owed as per contract by the insured person. These shall also include the mediation fee owed to the travel agent by the insured person insofar as this was agreed, owed and invoiced as per contract at the time when the travel was booked already. The compensation is limited to EUR 100.00 per insured person.

Section 3 – Limitations of the insurance coverage

Not insured are

1. Illnesses that are known at the time when the insurance is taken out and have been treated in the last 6 months before conclusion of the insurance. Control examinations are excluded from this;
2. Illnesses that in the given circumstances can be regarded as psychological reactions to terrorist attacks, aircraft or bus accidents, or fear of internal unrest, acts of war, terrorist attacks, natural occurrences, illnesses or epidemics, the respective occurrence having taken place at the destination.
3. Loosening or loss of prostheses of all kinds;
4. Additional return travel costs, which are incurred after a travel is interrupted or costs for days not used at the holiday location as well as missed enjoyment of the holiday;
5. Terrorist attacks or threats;

6. Consequential financial losses.
7. If the insured damage event is triggered through the insured event of "unexpected serious illness," the deductible is 20% of the reimbursable damages, at least however EUR 25.00 per insured person. The deductible shall cease to apply provided that a full inpatient hospital treatment became necessary owing to the unexpected serious illness.

Section 4 – Special obligations after occurrence of the insured damage event

(as a supplement to the general obligations listed in the General Part)

The policyholder or the insured person is obliged,

1. in case of non-commencement of the travel or non-use of the rental object to undertake an immediate cancelation at the booking center in order to keep the cancelation costs as low as possible;
2. to notify HanseMerkur promptly, at the latest upon termination of the trip, about the damage and to prove the occurrence of an insured event by submitting insurance proof, booking documents and cancelation costs statement as well as
 - a) in the event of illness, serious accident, pregnancy, intolerance of vaccinations or the breakage of prostheses through corresponding significant medical certificates with diagnoses,
 - b) with psychiatric illnesses through a significant medical certificate of a specialist doctor of psychiatry,
 - c) with substantial damages to the property through corresponding proof,
 - d) with repeat examinations through corresponding certificates of the school/university/university of applied sciences/college,
 - e) with a dismissal for operational reasons or the commencement of an employment relationship through corresponding certificates of the employer and the Federal Job Agency,
 - f) in cases of non-use/cancelation of lease property, confirmation by the landlord as to the non-availability of substitute lessees for the lease property, to be proven respectively at the time of cancelation or rebooking;
3. to permit HanseMerkur to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate. Upon request of HanseMerkur, incapacity to work certificates and certificates from specialist doctors are to be submitted;
4. The legal consequences of any violation of these requirements are stipulated in Section 6, Item 2 of the General Part.

Contact

HanseMerkur 
Reiseversicherung AG

Claims Office

HanseMerkur Reiseversicherung AG
Abt. RLK 4/CareMed Claims
Siegfried-Wedells-Platz 1
20354 Hamburg, Germany
Phone: +49-40-4119-2300
E-mail: CareMedClaims@hansemerkur.de

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