HanseMerkur

Insurance terms and conditions for travel insurance for foreign guests

VB-RKS 2018 (AG-A)

We are HanseMerkur Reiseversicherung AG based in Hamburg. You are our contractual partner, the so-called policyholder, when you conclude the insurance contract with us. If you have taken out the policy for yourself, you are also the insured person. You may have (jointly) insured other persons as well. We also refer to any such persons in these insurance terms and conditions as "you". For ease of readability, we use the masculine form as standard. This is always intended to include the feminine form.

Your insurance terms and conditions are comprised of 3 sections.

In Section I, you will find, in particular, explanations about the insured persons, time limits for taking out insurance and premium payments. Restrictions and rules of behaviour (obligations) applying to all policies are also shown here.

In Section II you will find the extent of insurance cover for the individual policies. In addition to the benefits and benefit conditions, exclusions and rules of conduct which apply only to the respective policy are also specified there.

In Section III you will find an excerpt from the Insurance Contract Act (VersVG).

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Section I – General Terms and Conditions

1 Policyholder, insurable persons and eligibility

1.1 The policyholder is the natural or legal person who has taken out the policy with HanseMerkur. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid. Newborn infants of insured persons shall be included in the policy after birth, on the same plan as their parents. This is subject to the following conditions:

- that they are insured with HanseMerkur within 2 months of the day of birth with retrospective effect, and
- the insurance contract was concluded at least 3 months earlier without interruption and
- no other insurance cover exists.

1.2 You are eligible for insurance if you are a foreign national and only temporarily staying in Austria. If you have Austrian nationality, you are only eligible for insurance if before the start of insurance cover you have had your permanent residence abroad for more than 2 years and are only temporarily staying in Austria.

1.3 The following are not eligible and will not be insured, even if payment of contributions is made:

1.3.1 Persons subject to mandatory health and/or care insurance in Austria;

1.3.2 Persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks;

1.3.3 Persons practising a professional sport.

1.4 The insurance contract is not valid for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If the premium is paid nevertheless for these persons, a refund is available to the person paying the premium.

2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover

2.1 Taking out insurance and commencement of the policy

2.1.1 The application for an insurance contract may be made at any time. Unless otherwise agreed, it must be concluded for the total remaining period of the stay in Austria.

2.1.2 The insurance contract is concluded when HanseMerkur has received the correctly-completed application form for this and has sent you confirmation of insurance. The application is correctly completed only when it contains all the requested information in an unambiguous and complete form.

2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to a refund.

2.2 Commencement of insurance cover

The insurance cover only begins after crossing the border into Austria, on the date indicated on the insurance certificate (commencement of insurance), and in the case of travel health insurance after the waiting periods have elapsed. The prerequisite for this is that the policy is valid. No benefits are provided for insurance cases that arose before the start of insurance cover or in the case of travel health insurance before the waiting period has elapsed.

2.3 Duration

The insurance applies for the agreed duration. The maximum period of insurance is 364 days. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with HanseMerkur.

2.4 Termination

The insurance cover terminates at the agreed date of termination, but at the latest upon the conclusion of the insured trip. Unless other stipulated in Section II of these insurance terms and conditions, the insurance cover ends upon termination of the insurance contract. The insurance contract also ends for insured events not yet concluded or pending.

2.4.1 with the death of the policyholder; the insured persons may extend the insurance policy within 2 months of the policyholder's death by nominating a future policyholder;

2.4.2 if the eligibility criteria are no longer met;

2.4.3 in the event of repatriation to the nearest suitable hospital in your home country.

2.5 Waiting periods in the case of travel health insurance

If the insurance cover or benefits entail waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on request from HanseMerkur. The waiting time also does not apply to accidents or to medical interventions to avert an acute danger to your life. A comparable prior insurance policy that existed following arrival without interruption up to when this insurance commenced is counted towards the general waiting time. The restrictions of cover in accordance with Section II clause 3 – Travel health insurance – continue to apply without reduction.

3 Scope of the insurance cover

The insurance cover applies during your temporary stay in Austria and for temporary trips to the countries of the European Union, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City.

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

4.1 Premium amount

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

4.2 Payment of the first or one-off premium

4.2.1 The first or one-off premium is due at the start of the contract.

If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control. If the reason for the failure to make payment on time is within your control, however, insurance cover starts only after payment. In addition, HanseMerkur will be entitled to terminate the contract so long as the premium remains unpaid. In this, we observe the provisions under Articles 38 to 39a of the Insurance Contract Act (VersVG). **You will find these in Section III.**

4.3 Payment of subsequent premiums

4.3.1 If the subsequent premium is not paid on time, HanseMerkur will send you a reminder and will set a time limit of 2 weeks.

4.3.2 If the renewal premium is not paid on time, we are entitled to terminate the policy and will be released from obligations. In this, we observe the provisions under Articles 38 to 39a of the

Insurance Contract Act (VersVG). **You will find these in Section III.**

4.4 Collection of premiums

If you have agreed to the premium being collected from your account by direct debit, 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 HanseMerkur can collect the premium on the due date, and you do not dispute collection of the correct payment.
If HanseMerkur cannot collect the premium due for a reason beyond your control, the payment shall still be considered to be on time if payment is made immediately upon receipt of the written reminder from HanseMerkur.

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

5.1 Fraud and deliberate intent

HanseMerkur does not pay benefits if you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover or the amount of insurance benefits. HanseMerkur shall also be released from the obligation to provide benefits if the insured event was caused intentionally by you; 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 extended to you 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 actively take part in it.

5.3 Foreseeability

HanseMerkur does 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 II of these insurance terms and conditions.

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

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 claim as low as possible and avoid anything that could lead to an unnecessary increase in costs.

6.2 Obligation to provide information on the damage

You must provide true and complete information about the claim. The same applies to any requests that HanseMerkur makes for receipts and information pertaining to the case.

6.3 Obligation to secure claims for compensation against third parties

If you have a basis to claim compensation from a third party, this right shall be assigned to HanseMerkur, provided that HanseMerkur will pay the damages. 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 a claim, which is enclosed with your insurance documents, and the special obligations for the individual insurance policies in Section II of these insurance terms and conditions.

6.5 Consequences of non-compliance with obligations

If you fail to comply with the above-mentioned obligations intentionally or through gross negligence, we shall be released from our obligations. In this, we comply with the provisions under Article 6 of the Insurance Contract Act (VersVG). **You will find these in Section III.**

7 What requirements must be met when the benefit payment is made?

7.1 Deadline for payment

Once the proof of insurance and premium payment are available and HanseMerkur has confirmed its liability to pay and the amount of benefit, HanseMerkur will pay this within 2 weeks.
If the liability to pay is confirmed, but the amount of benefit has not been established within one month of receipt of the claim form by HanseMerkur, a reasonable down-payment on the benefit can be demanded.
If official enquiries or a criminal prosecution have been initiated against you in connection with the insured event, HanseMerkur can postpone the settlement of the claim until the legal conclusion of this process.

7.2 Costs incurred in foreign currencies

HanseMerkur converts the costs using the Euro exchange rate valid on the day the records are received. The official exchange rate applies unless the currency to pay the bills was acquired at a less favourable rate.
HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.

7.3 Benefits from other insurance policies

If, in the case of an insured event, a benefit can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to HanseMerkur first, HanseMerkur will make an advance payment and will contact the other insurer directly regarding cost-sharing.

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

The Insurance Contract Act (VersVG) and in principle the laws of Austria apply in addition to these provisions, unless international law states otherwise. Please note that your claims from this insurance policy may expire. Please find the details and deadlines in Article 12 of the Insurance Contract Act (VersVG). **You will find these in Section III.**
All provisions of the insurance policy also apply mutatis mutandis to the insured persons.
Note on data protection: HanseMerkur stores your personal data to fulfil our obligations under the contract. For further information on data protection and your rights, please refer to www.hmrv.de/datenschutz/information or contact us. We will be happy to provide you with a copy.

9 Offsetting

Counter-claims may be offset against claims of HanseMerkur 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 HanseMerkur should be directed to the address stated in the insurance certificate in written form. The language of the policy is German.

Section II – Policy schedule

RKV – Travel health insurance

1 Scope of insurance

1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. An insured event is also deemed to be the death of the insured person and medically necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced, and out-patient examinations.

1.2 During your stay, you have free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and keep case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. HanseMerkur assumes the costs in accordance with clause 2 (Insured Benefits), if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.

1.3 HanseMerkur pays for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, HanseMerkur pays for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homoeopathy, anthroposophic medicine and phytotherapy). HanseMerkur can, however, reduce its payments to the amount that would have been incurred by the use of available conventional methods or medications.

2 Insured benefits

If an insured event occurs, HanseMerkur provides the following benefits if they are insured under the tariff selected by you, the insured event occurred after the start of insurance cover, and the waiting times have elapsed.
If benefits for medical aids are foreseen in the plan selected, the following objects are considered to be medical aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial limbs/prostheses, cradles and seat shells, lifts with disabled access, breathing monitoring equipment, infusion pumps, inhalation devices, oxygen monitors, baby monitors, orthopaedic back, arm and leg support apparatus and speech devices.

Insured benefit within the framework of the Carefree rate model

Unless other figures are stated below, the sum of health insurance benefits for the entire contractual period is limited to EUR 50,000.

2.1 Treatment expenses

Medical treatment within the meaning of these terms and conditions is defined as medically necessary

2.1.1 outpatient treatment by a doctor;

2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist. Reimbursement is limited to EUR 250 for the entire duration of the insurance contract;

2.1.3 medication and dressings prescribed by a doctor that need to be obtained from a pharmacy (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner);

2.1.4 radiation therapy, light therapy and other physical treatments prescribed by a doctor;

2.1.5 radiographic examinations;

2.1.6 operations that cannot be delayed;

2.1.7 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor).

2.2 Insurance benefits in the event of pregnancy and birth

HanseMerkur reimburses the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.

2.3 Transportation costs

2.3.1 HanseMerkur shall reimburse the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.

2.3.2 HanseMerkur reimburses the additional costs of repatriation to the nearest suitable hospital to your place of residence, provided the return transport is medically appropriate and reasonable. This includes the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities or required by the transport company involved.

2.4 Repatriation of mortal remains and funeral costs

HanseMerkur reimburses the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Austria up to the level of costs that would have been incurred for repatriation of mortal remains.

2.5 Follow-up liability

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance cover because the insured person is demonstrably unable to return home, HanseMerkur is required under these terms and conditions to continue to provide coverage until such time as the person is able to travel again, for a maximum duration of 1 month.

Insured benefit within the framework of the Premium rate model

Unless other figures are stated below, the sum of health insurance benefits for the entire contractual period is limited to EUR 250,000.

2.1 Treatment expenses

Medical treatment within the meaning of these terms and conditions is defined as medically necessary

2.1.1 outpatient treatment by a doctor;

2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist. Reimbursement is limited to EUR 600 for the entire duration of the insurance contract;

2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner);

2.1.4 radiation therapy, light therapy and other physical treatments prescribed by a doctor;

2.1.5 radiographic examinations;

2.1.6 massages, medicinal compresses and inhalations prescribed by a doctor. Reimbursement is limited to EUR 300 for the entire duration of the insurance contract;

2.1.7 basic medical aids prescribed by a doctor that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident;

2.1.8 operations that cannot be delayed;

2.1.9 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor).

2.2 Insurance benefits in the event of pregnancy and birth

HanseMerkur reimburses the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.

2.3 Transportation costs

2.3.1 HanseMerkur shall reimburse the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.

2.3.2 HanseMerkur reimburses the additional costs of repatriation to the nearest suitable hospital in your home country, provided the return transport is medically appropriate and reasonable. This includes the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities or required by the transport company involved.

2.4 Repatriation of mortal remains and funeral costs

HanseMerkur reimburses the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Austria up to the level of costs that would have been incurred for repatriation of mortal remains.

2.5 Follow-up liability

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance cover because the insured person is demonstrably unable to return home, HanseMerkur is required under these terms and conditions to continue to provide coverage until such time as the person is able to travel again, for a maximum duration of 1 month.

3 Exclusions from liability

HanseMerkur does not pay

3.1 for treatment that was the sole reason or one of the reasons for commencing the trip and for treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse/civil partner as defined in the Civil Partnership Act or a relative of the first degree;

3.2 for treatment that was the sole reason or one of the reasons for taking out the insurance and for treatment whereby it was clear when the insurance was taken out that such treatment would be necessary during the duration of the contract;

3.3 For such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Federal Ministry of Foreign Affairs – before the start of the journey – issues a warning against travel for the country in question;

3.4 for spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or a serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services which were agreed in writing by the insurer before the start of treatment;

3.5 for addiction treatment, including withdrawal;

3.6 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary due to an accident at the location; for illnesses it does not apply if you were visiting the spa or health resort only briefly and were not staying for the purposes of treatment;

3.7 for treatments by spouses, parents or children or by persons with whom you are living in your own home or in a home being visited; documented material costs will be reimbursed according to the tariff;

3.8 for treatment or accommodation caused by infirmity, a need for care or custody;

3.9 for psychoanalytical and psychotherapeutic treatment;

3.10 for dental implants, pivot teeth, bridges, crowns, bridges, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist in the plan selected;

3.11 for immunisation measures;

3.12 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;

3.13 for suicide, suicide attempts and their consequences;

3.14 for organ donations and their consequences.

4 General obligations and consequences of breaches of obligations

4.1 Consent to repatriation

If you are fit to be transported, you must agree to return transport to the nearest suitable hospital in your home country, if HanseMerkur approves the return transport according to the type of illness and its need for treatment.

4.2 Obligation to provide information

If HanseMerkur considers it necessary, you are obliged to allow an examination by a doctor appointed by HanseMerkur.

4.3 Obligation to provide proof

You must submit the following proof, which then becomes the property of HanseMerkur:

4.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.

4.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and medical aids together with the prescription.

4.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments

for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for the medically expedient and reasonable return transport.

4.3.4 An official death certificate and a doctor's certificate on the cause of death if costs of repatriation of mortal remains or burial are to be paid.

4.3.5 Further proof and receipts that HanseMerkur requests in order to check its obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

4.4 Obligation to secure claims for compensation against third parties

4.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to HanseMerkur, provided that HanseMerkur will pay the damages. 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.

4.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to HanseMerkur if the latter has reimbursed the costs. If necessary, you are obliged to assist in pursuing the claims.

4.5 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 I.

HAFT – Travel third party liability insurance

(Only if insurance has been taken out at the Premium rate)

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

If an insured event occurs, the following benefits are provided up to the level of the sums insured, as stated in clause 2.

1.1 Investigation of liability and settlement of justified claims

HanseMerkur's 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 HanseMerkur, a settlement concluded or approved by HanseMerkur, or a court order. Should the settlement of a liability claim as requested by HanseMerkur by means of acknowledgement, appeasement or settlement fail due to conduct on your part, HanseMerkur will not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.
Should HanseMerkur 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, HanseMerkur will bear the lawyer's fees in accordance with the fee schedule, or higher costs if specifically agreed with HanseMerkur 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, HanseMerkur undertakes 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, HanseMerkur will deal with the legal dispute in your name. HanseMerkur will assume the incurred costs and will not offset these as benefits against the sum insured. Should the liability claims exceed the sum insured, HanseMerkur 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, HanseMerkur will be entitled – by paying the sum insured and its proportion of the costs incurred so far corresponding to the sum insured – to a release 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) or, if agreed in the schedule, financial losses.

2.1 Everyday liability risks

Your insurance covers your statutory liability as an individual in terms of everyday liability risks occurring on your trip, up to a limit of EUR 1,000,000 per insured event, 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 you 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 boots 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 you are working as an au pair on the basis of a written contract, the private liability insurance does include your professional liability insurance, in derogation of clause 3.1.3. In this case, only liability claims that are on the basis of activities that you are allowed to practice on the basis of your level of education are insured. This insurance cover only applies, however, if claims are made against you and you have 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

In derogation of 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). The compensation is limited to EUR 25,000 per insured event. A deductible of 20 %, and at least EUR 50, will be deducted from the calculated benefit for each insured event.
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 you are insured if they relate to damage to mobile objects (e.g. pictures, furniture, television sets, crockery, carpets) and to the household of the host family whose use is foreseen and permitted in connection with hosting. 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 the period of the contract is limited to EUR 25,000. A deductible of 10 %, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

2.4 Deportation costs

Insurance cover exists if you are deported by the authorities in Austria to your 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, HanseMerkur insures you for the additional costs (deportation costs) which can be shown to have been incurred by the policyholder (host family) in accordance with § 10(3) in conjunction with § 103 of the Foreigners Act. The compensation is limited to EUR 7,500 per insured event.

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.
Reimbursement is limited to EUR 250 within the contract period.
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 for movable objects, remain excluded.

2.6 Damage to assets

HanseMerkur gives you insurance cover for the case where you are held responsible for damage to assets on the basis of legal liability provisions. Damage to assets is damage that is neither personal damage nor damage to property nor can be considered as such arising from damage caused by the policyholder. Assets include in particular money and papers with a cash value. The insurance cover does not relate to payment obligations deriving from fines or tax assessments or other charges resulting from administrative Acts or the performance of contracts. The compensation is limited to EUR 10,000 per insured event.

2.7 Professional liability

The insurance cover relates to the legal liability of the insured person during the performance of the insured person's profession. 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 are insured. This insurance cover only applies, however, if claims are made against the insured person and there is no other insurance cover. Damage is not covered if it is due to the insured person overlooking mistakes in invoices, accounts, cost estimates or measurements in drawings which the insured person had a responsibility to check. There is also no insurance cover for the non-fulfilment of contracts and the replacement performance carried out in place of the non-fulfilment. The compensation is limited to EUR 25,000 per insured event. A deductible of 10 %, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

2.8 Bad debt insurance

If you have a justified right to compensation for personal or property damage and are in part or entirely unable to claim these justified debts from the person responsible for compensation, HanseMerkur provides you with cover as though the person responsible for compensation had had insurance cover to the limit and extent of this liability insurance under Austrian law. The person responsible for compensation or other third parties have no rights deriving from this insurance contract. The compensation is limited to EUR 10,000 per insured event. A deductible of 10 %, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

3 What restrictions of the insurance cover should be kept in mind?

3.1 Liability risks not insured

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 Your liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Liability claims not covered

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, accommodation and meals, 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 The compensation is limited to the agreed sums insured for 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 twice the agreed sum insured.

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 you are required 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 sum insured remaining following deduction of any benefits arising from the insured event, the annuity to be paid shall only be reimbursed 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 of the Federal Republic of Germany, 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 will be offset in full against the sum insured.

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

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

4.1 Immediate notification of the incident

If a claim for compensation for damages is asserted against you, please inform HanseMerkur 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 HanseMerkur 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 HanseMerkur 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 HanseMerkur, grant power of attorney to the lawyer appointed or specified by HanseMerkur and submit all declarations that HanseMerkur 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 HanseMerkur – 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 to allow HanseMerkur to exercise this right in your name.

4.5 Conferment of authority

HanseMerkur is 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 I.

RU – Travel accident insurance

(Only if insurance has been taken out at the Premium rate)

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

If an insured event occurs, the following benefits are provided up to the level of the stated sums insured.

1.1 Benefits in the event of disability

For the 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 3 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 HanseMerkur of this in writing.

1.1.1 The amount of the benefit is calculated on the basis of the EUR 30,000 insured and the degree of the disability. The loss or loss of use of the following will constitute fixed degrees of disability (unless there is evidence of a higher or lower level of disability)

Arm at the shoulder joint	70 %
Arm above the elbow	65 %
Arm below the elbow	60 %
Hand at the wrist	55 %
Thumb	20 %
Index finger	10 %
Any other finger	5 %
Leg above the centre of the thigh	70 %
Leg to the centre of the thigh	60 %
Leg to below the knee	50 %
Leg to the centre of the lower leg	45 %
Foot at the ankle	40 %
Big toe	5 %
Any other toe	2 %
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 will 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 be made. 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 you die 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 benefit in accordance with clause 1.1.1 were to arise, HanseMerkur would provide compensation in accordance with the degree of disability that would have been applied in accordance with the latest recorded medical findings.

1.2 Benefits in the event of death

Should an insured event lead to your death within a year, the heirs shall be entitled to a benefit in accordance with the EUR 15,000 insured in the event of death. Please note the specific obligations under clause 4.3.

1.3 Cover for rescue costs

If you have several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies. If you have suffered an accident covered by this insurance policy, HanseMerkur will reimburse the costs incurred up to EUR 10,000 for

1.3.1 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.

1.3.2 transport of the injured party to the nearest hospital or to a specialist clinic if this is medically necessary and has been sanctioned by a medical practitioner.

1.3.3 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.

1.3.4 repatriation of mortal remains to the last permanent place of residence in the event of death.

1.3.5 services set out in clause 1.3.1, 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.

1.4 Cover for costs of cosmetic surgery

1.4.1 If, as a consequence of an accident covered by this policy, the outward surface of your 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 you decide to undergo cosmetic surgery in order to correct such damage, HanseMerkur will 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 up to EUR 5,000. 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.

1.4.2 Your cosmetic surgery and hospital treatment must be completed within 3 years of the accident. If you were 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 taken place within the above-mentioned period, provided the treatment is completed before you reach the age of 21.

1.4.3 The cost of meals and beverages, spa and recuperation trips and nursing are excluded from the coverage, unless professional nursing care has been sanctioned 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 you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body. By extension, the insurance cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident, i.e. a sudden external event having an impact upon the body, having to occur.

2.2 Pulled muscles and torn ligaments

An insured event will also be considered to have occurred if a joint is twisted or if 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 will also be considered an accident within the meaning of clause 2.1.

3 What restrictions of the insurance cover should be kept in mind?

3.1 Which events are not covered?

HanseMerkur does not pay benefits 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 your entire body; however, insurance cover shall apply if these are caused by an accident falling under this contract.

3.1.2 Accidents suffered by you as a result of your 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 you are travelling abroad and are unexpectedly affected by war or civil war. This extension of insurance cover will, 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 will 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 you as the pilot of an aircraft (including sports aircraft) requiring a permit in accordance with Austrian 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 when carrying out an activity with the aid of an aircraft.

3.1.6 Accidents while using spacecraft; however, you have insurance cover as an airline passenger.

3.1.7 Accidents befalling you 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 your body. 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 lower abdominal herniae. 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 will be reduced by an amount proportionate to the illness or infirmity, if this proportion is at least 25 %. If illnesses or infirmities contribute to damage to health caused by an accident, or the consequences thereof, any entitlement to benefits shall lapse, if this proportion is more than 50 %.

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

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. You must follow the doctor's orders and must also limit the consequences of the accident as far as possible.

4.2 Examination by doctors

You are obliged to allow an examination by a doctor appointed by HanseMerkur. HanseMerkur will bear the necessary costs, including any loss of earnings.

4.3 Notifications in the event of death

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

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 I.

Section III – Extract from the Insurance Contract Act (VersVG)

§ 6 VersVG

(1) If, in the event of a breach of obligation that must be met for the insurer before an insured event occurs, the contract specifies that the insurer shall be released from the obligation to provide benefits, the agreed legal consequence shall not come into effect if the breach is to be considered as being without blame. The insurer may terminate the contract within one month of becoming aware of the breach without maintaining a notice period unless the breach is to be considered as being without blame. If the insurer does not terminate the contract within one month, it cannot invoke the agreed release from obligations.

(1a) If an obligation is breached that is to maintain the equivalence between risk and premium that underlies the insurance contract, the agreed release from obligations only comes into effect in the same proportion as the agreed premium intended for higher risk is maintained. If an obligation for mere reports and notifications is breached that does not have an impact on risk assessment by the insurer, a release from obligations only comes into effect if the obligation has been intentionally breached.
(2) If an obligation is breached which shall be fulfilled by the policyholder for the purpose of reducing the risk or preventing an increase in risk - irrespective of the applicability of paragraph 1a - the insurer may not invoke the agreed release from obligations if the breach had no impact on the occurrence of the insured event or if it had no impact on the scope of the performance the insurer was obliged to provide.
(3) If a release from obligations is agreed in the event of a breach of obligation that must be met for the insurer after an insured event occurs, the agreed legal consequence shall not come into effect if the breach is neither based on intent nor gross negligence. If the obligation is not breached with the intention of influencing the insurer's obligation to perform or affecting the determination of circumstances that are significant for the insurer's obligation to perform, the insurer shall remain obliged to perform if the breach neither has an impact on the determination of the insured event nor on the determination or scope of the performance the insurer is obliged to provide.
(4) Any agreement under which the insurer is to be entitled to withdrawal in the event of a breach of obligation shall be invalid.
(5) The insurer may only derive rights from the negligent breach of an agreed obligation if the policyholder has received the insurance terms and conditions or another document in which the obligation is communicated in advance.

§ 12 VersVG

(1) Claims from the insurance contract become time-barred after three years. If a third party has a claim, the period of limitation shall commence as soon as they become aware of their right to the insurer's benefit; if this right has not been disclosed to the third party, their claims shall become time-barred after ten years.
(2) If a policyholder's claim has been submitted to the insurer, the statute of limitation shall be suspended until a written decision has been received from the insurer, which is at least justified by citing a fact underlying the rejection and legal or contractual provisions. However, the limitation period shall expire after ten years.
(3) The insurer shall be released from the obligation to provide benefits if the claim to benefits is not asserted in court within one year. The period only begins after the insurer has rejected the policyholder's claim in a manner that corresponds with paragraph 2 and by stating the legal consequences linked with the expiration of the period; it is suspended for the duration of settlement negotiations concerning the claim raised and for the period in which the policyholder is prevented from enforcing the claim in good time through no fault of their own.

§ 38 VersVG

(1) If the first premium or the single premium has not been paid within 14 days of the conclusion of the insurance contract and after a request for payment has been made, the insurer has the right to withdraw from the contract, as long as the premium has not been paid. The insurer is presumed to have withdrawn from the contract if the insurer does not file an action to collect the insurance premium within three months of the premium becoming collectable.
(2) If the first or single premium has not been paid by the time the insured event occurs or upon expiry of the period under paragraph 1, the insurer shall be released from its obligation to provide benefits, unless failure to pay the insurance premium was due to circumstances beyond the policyholder's control.
(3) The request to pay a premium only has the legal consequences provided for in paragraphs 1 and 2 if the insurer has referred the policyholder to these.
(4) Non-payment of interest or costs shall not trigger the legal consequences outlined in paragraphs 1 and 2.

§ 39 VersVG

(1) If a renewal premium is not paid on time, the insurer may specify to the policyholder a payment deadline of at least two weeks in writing at its own cost. A copy of a handwritten signature is sufficient for signing. Here, the legal consequences that are associated with the expiry of the deadline under paragraphs 2 and 3 must be specified. The determination of deadlines where these provisions have not been observed is ineffective.
(2) If the insured event occurs after expiry of the deadline and if the policyholder is in default of payment of the renewal premium at the time of occurrence, the insurer shall be released from its obligation to provide benefits unless failure to pay the was due to circumstances beyond the policyholder's control.
(3) The insurer may terminate the contract after the term of the insurance relationship comes to an end without maintaining a notice period if the policyholder is in default of payment. Notice of termination may already be linked with the determination of the term of payment such that it becomes effective on expiry of the deadline if the policyholder is in default of payment at that time. The policyholder must be made explicitly aware of this at the time of termination. The impact of termination shall cease to apply if the policyholder makes the payment within one month of termination or, if termination has been linked to the determination of the deadline, within one month of the expiration of the term of payment, unless the insured event has already occurred.
(4) Non-payment of interest or costs shall not trigger the legal consequences outlined in paragraphs 1 to 3.

§ 39a VersVG

If the policyholder is in default by no more than 10 per cent of the annual premium, up to a maximum of EUR 60, the insurer's release from obligations provided for in Section 38 or Section 39 shall not come into effect.