

Head office:

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Insurance terms and conditions for hotel cancellation and insurance cover

VB-RKS2017 (SFE8-A)

In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with HanseMerkur. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be an insured person as well as a policyholder.

The insurance terms and conditions consist of 2 sections.

In the General Section, you will, in particular, find information about the insured persons, the completion deadlines and the premium payment. Restrictions and rules of behaviour (obligations) applying to all policies are also shown here. **In the Special Section**, you will find the scope 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.

General Section (applicable to all types of insurance specified in the Special Section)

1. By which date does your insurance policy need to be concluded?

Any insurance contract that includes travel cancellation insurance or assumption of deductible insurance must be concluded within 3 working days (Monday – Saturday) of booking the trip. If the insurance is concluded later, the insurance cover shall only include events that occur from the 10th day after conclusion of the insurance ("qualifying period"), provided that the premium has been paid. In the case of other insurance policies, the policy must be taken out prior to departure.

2. When does the insurance cover start and end?

1. If the conclusion period for the insurance policy has been met, the insurance cover for cancellation and the assumption of deductible insurance shall commence upon payment of the premium. If concluded later, the insurance cover begins when the premium is paid, but not before the 11th day after conclusion of the insurance. With respect to other insurance types, the insurance cover shall commence upon payment of the premium but not before the departure for the insured trip. For the purposes of travel health insurance, and insofar as no insurance cover expressly exists in the country of residence for individual benefits, the trip shall be considered to have commenced upon crossing the border into another country, and in all other instances and for other types of insurance, when the first travel service has been used whether in whole or in part.
2. In the case of travel cancellation insurance and the assumption of deductible insurance, the insurance cover ends upon commencement of the trip. In the case of all other types of insurance, it ends after the agreed duration, but no later than the end of the insured trip. In the case of travel health insurance, the insurance cover for all benefits that apply abroad ends upon crossing the border back into the country of residence. 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.

3. When is the premium due?

1. Please take the premiums from the premium table. The premium under this policy – irrespective of any right to cancel – is payable immediately upon conclusion of the contract.
2. If you do not pay the premium, we shall be entitled to withdraw from the contract for as long as the premium remains unpaid. We cannot withdraw from the contract if you can demonstrate that the reason for non-payment is beyond your control.
3. If you have agreed to the premium being collected from your account, it shall be collected as soon as the mandate is 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.
4. If we have been unable to collect the due premium 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.

4. Who is insured?

The persons insured are those named in the insurance certificate or in the confirmation issued by the organiser, or the group of individuals specified in the insurance certificate.

If you take out family insurance, the family of insured persons is deemed to include a maximum of 2 adults and children under the age of 21, irrespective of the family relationship – a total of up to 7 persons.

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

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 or 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 binding criminal judgement, it shall be deemed to have been proven. There is no insurance cover for suicide or attempted suicide by the insured person.

2. Gross negligence

If an insured event occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we shall be released from the obligation to provide benefits. This restriction does not apply to insurance events caused by gross negligence under the accident and liability insurance. Insurance cover is still provided in these cases.

3. Alcohol, drugs, medications

There is no insurance cover for events suffered by the insured person as a result of the negative effects of alcohol, narcotics or medications, or discontinuation of a prescribed treatment.

4. Contests

There is no insurance cover for events occurring at motor sports competitions (drives and rallies) or the associated training.

5. Events before conclusion of contract

There is no insurance cover for events that had already occurred at the point of taking out the insurance or commencing the trip, or where it was clear at the start of the trip that such events would occur if the trip was undertaken as planned. This also applies to pre-existing medical conditions.

6. War, civil unrest and other events

Unless otherwise specified in the Special Section, insurance cover is not extended for damage caused by epidemics, pandemics, war, civil war, warlike events, civil unrest, strikes, ionising radiation as defined by the current version of the law on radiation protection, nuclear energy, confiscation, removal or other interventions by the authorities. 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. We do not pay benefits for events on trips that were commenced, or not terminated immediately, despite a travel warning being issued by the Federal Ministry for Europe, Integration and Foreign Affairs.

7. Natural disasters

Unless expressly covered in the Special Section, we do not pay benefits for events due directly or indirectly to natural disasters, seismic phenomena or the effects of the weather.

8. Loss of holiday enjoyment

No compensation is paid for loss of holiday enjoyment.

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

6. What requirements must be complied with in the event of a claim? (Obligations)

We are unable to provide our services without your cooperation and that of the person insured. Consequently, please note the following clauses, to avoid putting your insurance cover at risk.

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. Please contact us if you are unsure or have any questions.

2. Obligation to notify the claim

You or the insured person must make the claim to us as soon as possible and no later than upon completion of the trip.

3. Obligation to provide information on the claim

In the event of illness, serious accident, pregnancy, an adverse reaction to vaccinations or breakage or loosening of implants, we will require relevant medical certificates containing the diagnosis (not self-diagnosis) and, in the event that the trip is cancelled, proof that the sick note has been submitted to the Sozialversicherung [the social insurance fund].

You or the insured person must promptly and accurately complete and return the claim form which we send.

The same applies to any requests we make for receipts and information or evidence pertaining to the case.

If we consider it necessary, we may have any evidence checked by an independent third party.

4. 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 you must 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.

5. Consequences of non-compliance with obligations

If you or the insured person fail to comply with the above-mentioned obligations intentionally or through gross negligence, we shall be released from our obligation to provide benefits.

If you demonstrate that the obligation has not been breached either intentionally or through gross negligence, the insurance cover shall remain in force.

The insurance cover shall also remain in force if you can prove that the breach of the obligation had no influence on the determination or extent of cover. This shall not apply if the obligation has been breached by making fraudulent misrepresentations.

Note: Please also note the relevant special obligations for the individual insurance policies in the Special Section of these insurance terms and conditions.

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

1. 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 2 weeks at the latest.

If we have confirmed our liability to pay but 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.

2. Compensation from other insurance policies

If compensation for the insured event can be claimed from another insurance policy, that policy shall take precedence, unless this relates to accident insurance cover. If the insured event is first reported to us, we shall make an advance payment.

3. Conversion of costs incurred in foreign currencies

Any costs incurred in a foreign currency shall be converted into the currency used in Austria at the exchange rate applicable on the day we receive the relevant receipts. For traded currencies, the latest official daily exchange rate shall constitute the exchange rate applicable on the day, unless the insured person can show that the currency necessary to pay the invoices was acquired at a less favourable rate.

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

Austrian law shall apply, insofar as it is not contradicted by international law. Claims under this insurance policy have a limitation period of 3 years. The limitation period begins at the end of the year in which the claim can be made. If you or the insured person have filed a claim, limitation is postponed until such time as you or the insured person have received our decision in writing.

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

9. What requirements must be complied with 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 policy is German.

Special Section for the individual types of insurance (depending on the type of cover chosen)

Cancellation and curtailment cover

Includes the regulations for the following insurance cover:

- A: Cancellation cover
- B: Travel curtailment cover
- C: Additional return travel cover

1. What is the minimum sum insured?

Whenever a rate model is taken out that is contingent upon the price of the trip, the sum insured must reflect the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance). If a rate model is taken out that is contingent upon the price of the trip, the insured sum amounts to EUR 3,000 for individuals travelling alone and EUR 7,000 for families.

2. What qualifies as an insured event?

An insured event has occurred if insured persons or persons at risk are affected by one of the events described in sections 4. A-

C, clause II. In the absence of any agreements to the contrary in the rate model, the following are deemed to be persons at risk:

- Persons who have booked a trip jointly with you. This does not apply if more than 6 persons or, for family plans, more than 2 families book a trip together.
- Your relatives and the relatives of your spouse or life partner. The relatives of an insured person are the spouse or partner, children, adopted children, step-children, foster children, children-in-law, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.
- those individuals who look after minor children or other dependent relatives, who are not travelling together with the insured person.
- a related individual, who must be named when booking the trip.

1. Restriction for pre-existing conditions

We cover the unexpected worsening of an existing medical condition only if it has not given rise to in-patient treatment in the 6 months before conclusion of contract. However, there is an insured event if, despite an insured person (but not a person at risk) undergoing in-patient treatment, a certificate confirming ability to travel can be presented at the point of concluding the contract.

2. Restriction for psychological reactions

Unless insurance cover expressly exists in accordance with the following, we do not pay benefits for illnesses arising from a psychological reactions to terrorist attacks, air or bus accidents or the fear of civil unrest, acts of war, natural events, illnesses or epidemics.

3. What should be borne in mind when cancelling a trip? (Obligations)

— Supplements to the General Section, clause 6. —

1. Immediate notification

To keep costs to a minimum, you or the insured person must notify the booking office and cancel immediately upon occurrence of the insured event.

2. Consequences of non-compliance with obligations

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

4. What benefits and events have you insured?

A: Cancellation cover

I. What insured benefits are provided by your cancellation cover?

In the case of an insured event (**see clause II**), you will receive the following benefits. Unless stipulated otherwise by the policy, the insurance cover applies worldwide. Unless otherwise agreed: In the event of an unexpected and serious illness which is treated on an out-patient basis, the deductible is equal to 20% of the recoverable loss, but no less than EUR 25 per insured person or room. However, this deductible is waived if the illness requires inpatient treatment at a hospital. No deductible is charged for any other events.

1. Benefits for cancellation costs

We shall reimburse you for the cancellation costs you are contractually required to pay if you do not go on the trip. This includes the agency fee of up to EUR 100, insofar as this was already contractually agreed, incurred and invoiced at the time of booking the trip or rented property and was included in the scope of cover by increasing the sum insured by the amount of the agency fee.

2. Benefits for additional outward journey costs

If the departure is delayed, we shall reimburse the additional travel costs, the type and quality of which correspond to those originally booked. We shall reimburse these additional costs up to the amount of cancellation costs that would have been incurred had the trip been cancelled.

3. Cost of re-booking

If a trip is rebooked, we shall reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred had the trip been cancelled. If you rebook the flight up to 42 days before the start of the trip in circumstances where an insured event has not occurred, we will reimburse the rebooking costs up to EUR 30 per person or room.

4. Reimbursement of single-room surcharges

You have booked a double room with a person at risk who has to cancel the trip due to an insured event. In this case, we shall reimburse you up to the amount of complete cancellation costs, the surcharge for a single room, and further rebooking charges or the share of costs for the double room of the person unable to travel.

II. When is an insured event deemed to have occurred under the cancellation cover?

Insurance cover is provided if occurrence of one of the events listed below means that undertaking the booked trip or taking part in the booked event is impossible or unreasonable.

1. Events covered for insured persons or persons at risk

Insurance cover is provided if you cancel or rebook your trip or are forced to depart at a later date due to

- a) unexpected and serious illness.
- b) death, serious injury due to an accident, pregnancy.
- c) breaks in prostheses or loosening of implanted joints.

2. Events covered for insured persons

Insurance cover is provided if you cancel or rebook your trip or are forced to depart at a later date due to

- a) substantial unexpected damage to your home due to fire, a breached water pipe, burglary or natural events, whereby your presence at home is essential. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- b) the filing of a divorce petition (or the appropriate petition in the case of an uncontested divorce) with the court of jurisdiction immediately preceding the joint trip of the married couple. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- c) an unexpected summons to court, where the responsible court does not accept your travel reservation as a reason to postpone the summons.
- d) being unexpectedly called up for basic military service, duty training for the Armed Forces or civilian service, whereby this cannot be postponed, and the costs are not covered by another party. The transfer or deployment of regular and professional soldiers is not covered.
- e) loss of a job arising from termination of the employment relationship by the employer for which the insured person is not responsible. Insurance cover is also provided if your parents lose their job as a result of termination of the employment relationship by the employer for which they are not responsible and this means that you are unable to participate in a class excursion. The loss of contracts by self-employed persons and insolvency of self-employed persons are not covered.
- f) commencing employment after being previously unemployed. A precondition is that you or the insured person must have been registered as unemployed at the time of booking the trip. The commencement of work placements, operational or training activities of any type, or the commencement of work by pupils or students during or after a period of study is not covered under this policy.
- g) a change of jobs, whereby the insured travel time falls within the trial period of the new professional activity. To be covered, the insured trip must have been booked before the insured person has become aware of the change of jobs.
- h) reduction in working hours due to economic circumstances with an expected reduction of income equal at least to one regular monthly net salary, provided that the employer announces the reduction in working hours between the time when the policy is contracted and the start of the trip. In the case of a school outing or class trip, this regulation also applies if the parents of an insured pupil are affected by a reduction in working hours.
- i) resitting a failed examination in a school, university/technical high school or college, to avoid prolonging the school or university studies or to reach the end of the school or university studies. The precondition is that the insured trip was booked before the date of the failed exam.
- j) non-promotion in the case of school or class trips, or failure to pass final examinations in the case of a booked end-of-school trip, or a similar final examination after at least 3 years of training.
- k) adverse reaction to vaccination.
- l) unexpected inability to practise sport due to illness or accident, if it is not possible to participate in a booked sports event that was the main reason for the trip.
- m) a traffic accident that you suffer in a private vehicle directly on the way to the starting point of your trip (airport, train station, port).

B: Travel curtailment cover

I. What insured benefits are provided by your travel curtailment cover?

In the case of an insured event (**see clause II**), you will receive the following benefits. Unless stipulated otherwise by the policy, the insurance cover applies worldwide. Unless otherwise agreed: In the event of an unexpected and serious illness which is treated on an out-patient basis, the deductible is equal to 20% of the recoverable loss, but no less than EUR 25 per insured person or room. However, this deductible is waived if the illness requires inpatient treatment at a hospital. No deductible is charged for any other events.

1. Unused travel services

- a) If the trip is curtailed during the first half of the insured trip, though in no more than the first 8 days of the trip, we shall reimburse the insured travel costs. The days of departure and return are both included as full travel days.
- b) If the trip is curtailed or interrupted, we shall reimburse the travel services that were not used.

If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we shall reimburse the unused travel days. The compensation is calculated as follows:

$$\frac{\text{Unused travel days} \times \text{price paid for the trip}}{\text{Original length of the trip}} = \text{Compensation}$$

To calculate the original length of the trip, the days of departure and return are both included as full days.

2. Death of all insured persons

We shall not refund the full or pro-rata price of the trip if all the insured persons die during the trip.

II. When is an insured event deemed to have occurred under the travel curtailment cover?

Insurance cover is provided if occurrence of one of the events listed below means that completing your trip or event as planned is impossible or unreasonable.

1. Events covered for insured persons or persons at risk

Insurance cover exists

- a) in the event of an unexpected and serious illness.
- b) in the event of death, serious injury due to an accident, pregnancy.
- c) in the event of breaks in prostheses or loosening of implanted joints.

2. Events covered for insured persons

Insurance cover exists in the event of substantial damage to your home due to fire, a burst water pipe, burglary or natural events rendering your presence at your place of residence a necessity. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.

C: Additional return travel cover

I. What insured benefits are provided by your additional return travel cover?

In the case of an insured event (**see clause II**), you will receive the following benefits. Unless stipulated otherwise by the contract, the insurance cover applies worldwide.

1. Benefits for follow-up travel costs if you have to curtail your trip

If you have booked a round trip or cruise, we shall cover the necessary transport costs for you to re-join the travel group from the location where the trip had to be interrupted, up to a maximum amount equal to the value of the remaining unused travel services. However, all reimbursement claims from transport companies due to unplanned deviations from the planned route of travel caused by the insured person (e.g. emergency landing) are excluded.

2. Benefits for additional accommodation costs

Depending on the type or category of booked travel services, we shall cover the additional costs of accommodation and catering up to the amount of the sum insured if it is imperative that the length of stay be extended.

3. Benefits for additional return travel costs

We shall reimburse you for the additional return travel costs (not, however, the costs of repatriation of mortal remains in the case of death) that you can verify and other additional costs that are the direct result of this, such as accommodation

and catering costs (not, however, treatment costs). The costs will be reimbursed under consideration of the quality of the trip originally booked. If the return journey needs to be made by aircraft and this is different from the booked journey, only the cost of a seat in the lowest class of the aircraft shall be reimbursed. However, all reimbursement claims from transport companies due to unplanned deviations from the planned route of travel caused by the insured person (e.g. emergency landing) are excluded.

II. When is an insured event deemed to have occurred under the additional return travel cover?

Insurance cover is provided if the occurrence of one of the events listed below means that continuing or completing your booked trip or event as planned is impossible or unreasonable.

1. Events covered for insured persons or persons at risk

Insurance cover is provided if you are unable to continue or complete your trip as planned as a result of

- a) unexpected and serious illness.
- b) death, serious injury due to an accident, pregnancy.
- c) breaks in prostheses or loosening of implanted joints.

2. Events covered for insured persons

Insurance cover exists if

- a) you are unable to continue or complete your trip as planned due to substantial damage to your property as a result of fire, a burst water pipe, burglary or natural events rendering your presence at your place of residence a necessity. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- b) your return travel is delayed due to a natural disaster/natural events (avalanche, landslide, flood, earthquake, tornado) at your holiday destination.

Luggage insurance

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

You are covered if your luggage is affected by an insured event. We pay benefits up to the level of the sum insured and compensation limit. Several concurrent insured events are counted as one insured event and shall not lead to an increase in the compensation paid. There is an insured event if

1. luggage placed in the custody of a third party is lost, destroyed or damaged while in the custody of a carrier, accommodation establishment or luggage storage facility.
2. luggage placed in the custody of a third party does not arrive at the destination on the same day as you (overdue delivery).
3. during the remaining travel period, luggage is lost, destroyed or damaged by
 - a) criminal acts by third parties. This includes theft, burglary, robbery, blackmail for the purpose of robbery and deliberate vandalism.
 - b) an accident involving a means of transport (e.g. a traffic accident).
 - c) fire, lightning, explosion, floods, storm, landslides, earthquakes or avalanches.

2. What items are covered by your luggage insurance?

1. The insured items are personal effects taken on your trip, as well as gifts and souvenirs that you purchase during a trip. Items that are taken on the trip or purchased during the trip solely for professional purposes are not insured.
2. Sports equipment, including accessories (but excluding engines), is only insured during periods when such equipment is not being used for its intended purpose.
3. Valuables are also insured. Valuables include furs, jewellery, items made of precious metals, photographic and film equipment, EDP equipment and electronic communication and entertainment systems, with accessories. Jewellery and objects made of precious metal are, however, only insured under clauses c) to e) if they are stored in a closed container that offers increased security, including against the removal of the container itself. Valuables are only insured if they
 - a) are worn or used according to their intended purpose, or
 - b) are kept in personal custody and are worn or carried safely, or
 - c) are kept in a properly locked room in a building or a passenger ship, or

- d) had been handed over to the campsite supervisor for safekeeping, or
- e) had been left in a properly locked caravan/mobile home or out of sight in a fully enclosed and locked motor vehicle parked in an official campsite.

3. What insured benefits are provided by your luggage insurance?

If an insured event occurs (**see clause 1; for restrictions see clause 5**), compensation is provided up to the level of the sum insured. We will reimburse:

1. the current value of destroyed or lost items. The current value is the purchase price with a deduction for an amount corresponding to the condition (age, wear and tear, use etc.) of the insured items. If you submit a purchase receipt we will not make a deduction for the current value if the items were less than 6 months old when the insured event occurred. For older items we will make a value deduction of 20% of the purchase price for the first year, and a deduction of 10% for each further year commenced. We will make a further 10% deduction from the purchase price if you do not have purchase receipts.
2. the necessary repair costs and any remaining reduction in value in the case of damaged and repairable items, though no more than the current value.
3. the material value in the case of films as well as video, sound and data media.
4. the administrative fees for replacing identity cards, passports, motor vehicle documentation and other types of ID.

4. What compensation limits must be complied with?

In the absence of any agreements to the contrary, compensatory payment is limited to EUR 2,000 for individuals and EUR 4,000 for families. Unless another agreement has been made, we shall provide compensation up to the following maximum amounts per insured event:

1. involving furs, jewellery, items made of precious metals, photographic and film equipment - up to EUR 1,000 for individuals and up to EUR 2,000 for families.
2. involving glasses, contact lenses, hearing aids - up to EUR 250 for individuals and families.
3. involving golf and diving equipment, bicycles, including accessories for the aforementioned items - up to EUR 500 for individuals and families.
4. involving surfboards, windsurfing equipment, including accessories for the aforementioned items - up to EUR 500 for individuals and families.
5. involving musical instruments, including accessories (if taken on the trip for private purposes) - up to EUR 250 for individuals and families.
6. involving EDP equipment and portable communication and entertainment devices, including accessories - up to EUR 250 for individuals and families.
7. involving replacement purchases due to delays in the delivery date - up to EUR 250 for individuals and families.

5. What restrictions to the insurance cover must be complied with?

1. Limitations for motor vehicles and watercraft

We only pay benefits for damage to luggage in unsupervised motor vehicles/trailers/water sport vessels by criminal acts of third parties if the luggage is not visible, in a fully enclosed and locked inner space or boot (for water sports vessels: cabin or packing case) or in luggage boxes firmly attached to the vehicle. We do not pay compensation here for the valuables listed under clause 2.3.

Supervision is defined only as the continuous presence of an insured person or a trustworthy person instructed by him near the item to be insured, but not, however, the supervision of a location open for general use (e.g. parking area, harbour etc.).

We only pay benefits if the damage can be shown to have taken place between 6.00 and 22.00 or it occurred during a break in travel of not more than 2 hours.

2. Restrictions for camping

Insurance cover for damage to luggage during camping caused by criminal acts of third parties is only valid on **official campsites** (established by authorities, associations or private companies).

If you leave items **unsupervised** (definition in clause 5.1) in a tent, insurance cover for damage due to criminal acts of third parties is only valid if the damage can be shown to have taken place between 6.00 and 22.00 and the tent is closed.

Valuables are not insured if left unattended in a tent. We only replace these items if the conditions under clause 5.1 are satisfied or they were given to the management of the camping site for safekeeping or the items were in a properly locked caravan/mobile home or not visible in a fully enclosed and locked motor vehicle on an official campsite.

3. Damage caused by loss

We do not offer insurance cover for damage caused by items being dropped or left lying, standing or hanging.

4. Damage caused by wear and tear

Damage caused by the natural or defective condition of the insured items (e.g. usage or wear and tear) is not insured.

6. What requirements must be complied with in connection with damage to luggage? (Obligations)

— Supplements to the General Section, clause 6. —

1. Securing compensation claims against third parties

You must immediately notify the authorities that you have chosen to transport your luggage of any damage to checked-in luggage and damage due to overdue delivery and obtain written confirmation thereof. Written confirmation to this effect is to be provided to us. For any damage that was not immediately evident, you must, as soon as it is discovered, within the respective deadline and at the latest within 7 days, request that the relevant company inspect and certify the claim.

2. Police notification

You must **immediately** report damage due to criminal acts of third parties and fire damage to the responsible police station, providing a complete list of all items involved in the claim, and you must obtain written confirmation of this. The list to be submitted to the police of all items affected by the claim must be prepared as an itemised list including information about the dates of purchase and the purchase price of each of the individual items. You must send us the complete police record.

3. Consequences of non-compliance with obligations

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

Travel accident insurance

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

If the insured event occurs (**see clause 2; for limitations see clause 3**), the benefits outlined below are reimbursed up to EUR 5,000.

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 for

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.
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.
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.
4. repatriation of mortal remains to the last permanent place of residence in the event of death.
5. Services set out in clause 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.

2. What qualifies as an insured event?

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, i.e. a sudden external event having an impact upon the body must have occurred.

2. Pulled muscles 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.

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?

1. Which events are not covered?

We do not provide cover for:

- a) 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 be provided if these disorders are caused by an accident falling under this policy.
- b) accidents suffered by the insured person as a result of their deliberately committing or attempting to commit a crime.
- c) 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.
- d) accidents befalling the insured person 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.
- e) accidents befalling the insured person when carrying out an activity with the aid of an aircraft.
- f) accidents befalling the insured person whilst using spacecraft. However, insurance cover is provided if the insured person is an airline passenger.
- g) 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 extremely high speeds.
- h) accidents caused directly or indirectly by nuclear energy.
- i) accidents befalling the insured person when exercising a professional manual activity or military service.
- j) 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.
- k) 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.
- l) abdominal or inguinal hernias. However, insurance cover is provided if these occur due to a violent external impact falling under this policy.

m) 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.

n) pathological disorders as a result of psychological reactions, regardless of their cause.

o) poisoning as a result of ingesting solid or liquid substances through the gullet.

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 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 must be borne in mind in the event of damages due to an accident during travel? (Obligations)

— Supplements to the General Section, clause 6. —

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.

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.

3. Consequences of non-compliance with obligations

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

Travel health insurance

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

If an insured event occurs (**see clause 2; for restrictions see clause 3**), you will receive the following benefits. After deduction of the deductible, the normal costs arising in the official currency of the country of destination shall be reimbursed, in an unlimited amount, unless another amount is specified below. The following deductible applies:

If a social or private insurance policy is in place with regards to the benefits, please assert your claims there in the first instance. If you fail to do so, or if no benefit is provided under such a policy, our compensation shall be reduced by 20%

1. Information services

In the event of illness or accident, we provide information on request through our emergency call service about the possibilities for medical care of the insured person. As far as possible, we will provide you with details of German- or English-speaking doctors.

2. Cost of medical treatment abroad

If an insured event occurs, we will reimburse you for the cost of medical treatment. Medical treatment within the meaning of these terms and conditions is defined as medically necessary:

- a) out-patient treatment, including 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 medically necessary abortions.
- b) 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.
- c) urgent in-patient treatments, if they take place in a facility that is generally recognised as a hospital in the country of destination, is under continuous medical management, has adequate diagnostic and therapeutic facilities and keeps medical records. The costs are limited to EUR 300,000 per insured event.
- d) 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).
- e) radiation therapy, light therapy and other physical treatments prescribed by a doctor.

- f) massages, medicinal packs, inhalations and physiotherapy prescribed by a doctor.
- g) aids prescribed by a doctor that are required for the first time as a result of an accident and used to treat the consequences of the accident.
- h) radiographic examinations.
- i) operations that cannot be delayed.
- j) ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.

3. Declaration to cover the costs of medical treatment for hospitals

- a) If an insured event occurs, we will provide the hospital with a guarantee to assume costs through our emergency assistance service, if desired. Before this can happen, a copy of the insured person's personal ID card or passport must be presented to our emergency assistance service.
- b) If a performance obligation of this travel health insurance policy, another private health insurance policy or a public health insurance policy does not exist, we will provide a guarantee to assume costs of up to EUR 15,000 in the form of a granted loan for the insured person. The amounts advanced by us shall be repayable by the policyholder or insured person within one month of the invoice date.

4. Additional assistance abroad

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance coverage because the insured person is shown to be unable to return home, we are required under these terms and conditions to continue to provide coverage (including repatriation if this should become necessary) until such time as the person is able to travel again.

5. Insurance benefits for newborns

We will also cover the cost of the necessary treatment of a newborn child abroad in the case of birth during the trip.

6. Cost of repatriation/repatriation of mortal remains/burial

- a) We reimburse the additional costs of repatriation to the nearest suitable hospital at the place of residence of the insured person, provided the return transport is medically appropriate and reasonable; this shall be by rail, bus, ambulance or aircraft depending on the condition of the insured person. The medical necessity and justifiability of repatriation shall be assessed by one of the insurer's consultant doctors, in agreement with the doctor treating the insured person in the country of destination.
- b) We also assume 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. The costs are limited to EUR 2,500 per insured event.
- c) In addition, we reimburse the additional costs of repatriation to the nearest hospital at the place of residence of the insured person, provided
 - the doctor providing the treatment believes that the hospital treatment abroad is likely to last more than 10 days and
 - the expected cost of medical treatment abroad exceeds the cost of repatriation.
- d) We also reimburse the cost of burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains, or the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the normal place of residence.
- e) We reimburse the necessary and proven cost of a person appointed by the insured person travelling to the place where the insured person is staying and back to the insured person's place of residence if, because of an insured event, they need someone to take minors travelling with them home.

7. Additional return travel costs after the hospital stay

If you return from the trip at a later date as a result of a hospital stay, we will reimburse you for the demonstrable additional return travel costs that result and the other additional costs that immediately result from this, such as accommodation and catering costs (not, however, treatment costs). The costs will be reimbursed based on the quality of the originally booked trip. If the return journey needs to be made by aircraft and this is different from the booked journey,

only the cost of a seat in the lowest class of the aircraft shall be reimbursed.

If you terminate your trip after a hospital stay of at least 3 days – even if not medically necessary – we organise your return travel, by rail, bus, ambulance or aircraft depending on your ability to travel, in the presence of a doctor if required (but not by means of an ambulance aircraft), and cover the additional return travel costs.

8. Delivery of medications

If the insured person requires prescription medicines, which have been lost during the trip, we shall provide a replacement in coordination with the insured person's family doctor and send it to the insured person. The insured person is required to reimburse us for the cost of replacement medications within one month after the end of the trip.

9. Exchange of information between family doctor and treating doctor

If the insured person is hospitalised due to an illness or the consequences of an accident, we shall facilitate contact via our emergency assistance service between a doctor appointed by us and the family doctor of the insured person and the treating hospital doctors, and arrange for information to be exchanged between the medical practitioners involved during the stay in a hospital. We shall provide the information to relatives upon request.

10. Alternative daily hospital allowance

For travel abroad, insured persons may choose to receive either a daily hospital allowance (in the amount of EUR 50/day for a maximum of 30 days) from the start of the medically necessary treatment due to an illness or injury suffered during a trip abroad, or they may choose to have the costs of the medically necessary in-patient treatment reimbursed. The decision must be made without delay at the beginning of the in-patient treatment.

11. Hotel costs

In the event of a hospital stay we shall reimburse the insured person for the additional accommodation costs resulting from organising patient transport or repatriation of mortal remains. We shall reimburse additional accommodation costs if the booked trip has to be interrupted or extended because the insured person requires in-patient treatment at a hospital. The costs are limited to a total of EUR 2,500 and will be reimbursed for a maximum of 10 days.

2. What qualifies as an insured event?

1. Illness or accident

Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with the treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to the consequences of an illness or accident which are not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. Necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary abortions and death are also considered to be insured events.

2. Freedom of choice between registered doctors

When abroad, the insured person is free to choose between recognised and accredited doctors and dentists in the country of destination, provided these charge fees based on the relevant official, applicable fee schedule for doctors and dentists - if available - or based on fees generally charged for similar medical care in the local area.

3. Insured types of treatment

We pay within the limits of the contract for diagnostic and treatment methods and medications that are generally recognised by conventional medicine. In addition, we pay for methods and medications which have proved equally promising in practice or which are used because no conventional methods or treatments are available. We can however reduce our payments to the amount that would have been incurred by the use of available conventional methods or medications.

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

1. Restrictions of coverage

- a) If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed

those generally charged for similar medical care in the local area, we can reduce the benefits to a reasonable level.

- b) If the insured person is entitled to benefits from statutory accident or pension insurance, statutory healthcare or accident assistance, we may deduct the statutory benefits from the insurance benefits, without prejudice to the entitlement to daily hospital allowance.

2. Exclusions of cover

We do not provide cover for:

- a) treatment abroad which was the sole purpose or one of the purposes for making the journey.
- b) 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 or a relative of the first degree.
- c) 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 agreed in writing by the insurer before the start of treatment.
- d) addiction treatment, including withdrawal.
- e) out-patient treatment in a spa or health resort. The restriction does not apply if the treatment is necessary because of an accident occurring at the site. The restriction does not apply for illnesses if the insured person was only visiting the spa or health resort briefly and was not staying for the purposes of treatment.
- f) aids, even if prescribed by a doctor, if they are not required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- g) treatments by spouses, parents or children or by persons with whom the insured person is living in their own home or a home being visited. Demonstrable costs of materials will be reimbursed in accordance with the tariff.
- h) treatment or accommodation caused by infirmity, a need for care or custody.
- i) hypnosis, psycho-analytical and psycho-therapeutic treatment.
- j) dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures.
- k) treatment for HIV infections and their consequences.
- l) vaccinations or screening examinations.
- m) treatment for disorders of and/or damage to the reproductive organs.
- n) organ donations and their consequences.

4. What requirements must be complied with in the event of illness? (Obligations)

— Supplements to the General Section, clause 6. —

1. Obligation to make immediate contact

In the event of in-patient treatment in hospital and before the start of extensive diagnostic and therapeutic measures, you or the insured person must immediately contact our global emergency call service.

2. Consent to repatriation

If we advocate repatriation according to the type of illness and its need for treatment, if the patient is fit to be transported, you or the insured person must agree to the return transport to the place of residence or to the nearest suitable hospital to the place of residence.

3. Consequences of non-compliance with obligations

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

Travel assistance insurance

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

If an insured event occurs (**see clause 2**), the following benefits are provided.

1. Criminal prosecution

If the insured person is arrested or threatened with arrest, we can assist in finding a lawyer and/or interpreter. If this occurs, we will provide a loan for the respective court, legal and interpreting costs, up to an amount of EUR 3,000 as a loan. In addition, we will provide up to an amount of EUR 13,000 to cover any bail which might be demanded by the authorities as a loan. The policyholder or the insured person must repay the advanced amounts (loan) to us immediately upon reimbursement by the authority or the court, at the latest within 3 months of the disbursement.

2. The abduction of the insured person

In the event of abduction/kidnapping of the insured person or the travel companion of the insured person, we grant a loan per insured person up to an amount of EUR 10,000. Before a loan can be granted, a copy of the insured person's personal ID card or passport must be presented to our emergency assistance service. The loan must be repaid within one month after the end of the trip in one lump sum.

3. Emergency message

If the insured person cannot be reached during the trip, we shall endeavour to alert the insured person using an emergency message (e.g. via the broadcast media) and cover its cost.

4. Care of minors travelling with the insured person

We shall also organise and pay for the care of minors if the child has to continue or curtail the trip on its own, provided all the accompanying persons or the only person accompanying the child on a trip is unable to complete the trip as planned due to death, serious accident or unexpected serious illness.

5. Loss of travel money

If the insured person experiences a financial emergency due to the loss of their means of payment through theft, robbery or other loss, we contact their bank via our emergency assistance service. If necessary, we help in transferring an amount made available by the bank to the insured person. If it is not possible to contact the bank within 24 hours, we provide the insured person with a loan up to an amount of EUR 1,500 via our emergency assistance service, subject to presentation of a copy of a personal ID card or passport. The loan must be repaid within one month after the end of the trip in one lump sum.

6. Loss of credit and EC/Maestro debit cards

In the event of loss of credit or debit cards, we assist the insured person in blocking the cards. However, we shall not be held liable for the successful blocking of the card and any financial losses that result despite blocking the card.

7. Loss of travel documents

In the event of loss of travel documents, we shall assist you in obtaining replacement documents.

8. Booking changes/delays

If the insured person gets into difficulty because they miss a booked transport service or because the booked transport is delayed or cancelled, we will help the insured person to change the booking. The costs of changing the booking and increased travel costs shall be borne by the insured person. We can notify third parties of the insured person's itinerary changes upon request.

9. Bicycle breakdown

If the journey cannot be continued due to a breakdown or accident involving the bicycle used by the insured person on the trip, we shall cover the repair costs up to the agreed amount, so as to allow the insured person to continue the journey. If the bicycle cannot be repaired at the scene of the breakdown, we shall either reimburse the additional cost of the journey to the starting point or to the final destination of the leg for that day, in the amount of up to EUR 75 per insured event. Tyre damage is not covered.

10. Bicycle theft cover

If the journey cannot be continued as planned because the bicycle used by the insured person on the trip has been stolen, we shall assume the additional costs of transport to

your place of residence, point of departure or destination of the leg for that day, in the amount of up to EUR 250 per insured event.

2. What qualifies as an insured event?

An event is covered by the insurance policy if you are faced with an emergency which is insured under clause 1 during your trip. Our global emergency assistance service will help you in cases of emergency referred to in clause 1 faced by the insured person during the trip. In order to be fully covered under our emergency insurance, the insured person or a representative of the insured person must notify our global emergency assistance service by telephone or other means upon occurrence of the insured event. If the insured person or a representative of the insured person fails to contact the global emergency service and if this results in additional costs, we will not be responsible for said additional costs.

3. What requirements must be complied with if an insured event occurs? (Obligations)

— Supplements to the General Section, clause 6. —

1. Contacting our global emergency service

You or a person appointed by you must contact our emergency service immediately.

2. Receipts to be submitted

You must demonstrate the occurrence of an insured event

- by submitting proof of insurance, booking documents in the original form
- in the case of death, by submitting death certificates
- in the case of significant damage to property, by submitting the appropriate documentation and submit the original receipts for all costs incurred.

3. Consequences of non-compliance with obligations

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

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.

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 request 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.

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.

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 sum

insured and our proportion of the costs incurred so far corresponding to the sum insured – to release ourselves from payment of further benefits.

2. What qualifies as an insured event?

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).

1. Everyday liability risks

Your insurance cover extends to your statutory liability as an individual in terms of everyday liability risks occurring on your trip. The sum insured is EUR 250,000. Your liability risks are included in the scope of cover, in particular in the following capacities:

- as the head of family and household (e.g. with the duty of care for minors).
- as a cyclist.
- while practising a sport (exceptions are the types of sport listed in clause 3.2c).
- 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).
- liability arising 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.
- liability arising 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.
- liability arising from the ownership, possession, maintenance or use of own or third-party surf boards for sporting purposes. However, the legal liability of the insured person arising from renting, borrowing or other transfer of use to third parties is **excluded**.

2. Liability claims for damage to rented property

Contrary to clause 3.2d, insurance cover also applies to 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, and, for au-pairs, the host family's house) rented temporarily for private purposes as accommodation during a trip, as well as rooms whose use is intended and permitted in conjunction with the accommodation (e.g. dining rooms, communal bathrooms), in the amount of up to EUR 25,000.

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.
- the rights of recourse arising under the waiver of recourse according to the agreement with the fire insurance for overlapping damage events.

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

1. Liability risks not insured

- 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.
- Your liability as the owner, holder or keeper of animals and your liability when hunting are not covered.
- Your liability when carrying out your job, service or duties (including voluntary) or when participating in associations of any kind is not covered.
- The insured person's liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

2. Liability claims not covered

- a) Liability claims that go beyond the scope of statutory liability.
- b) 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.
- c) 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.
- d) Unless insured pursuant to clause 2.2., 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.
- e) Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- f) Liability claims for loss 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.
- g) Liability claims between several insured persons on the same insurance policy as well as between the policyholder and the persons insured on one insurance policy.
- h) Liability claims between several persons who have booked a trip together and take this trip together.
- i) Liability claims for damage as a result of passing on an illness.
- j) Liability claims for damage as a result of using weapons of any kind.
- k) Liability claims for all resultant financial losses.
- l) Liability claims for damage as a result of loss of items such as money, securities and valuables.

3. Limitation of benefits

- a) For each insured event, our compensation is limited to the agreed sums insured. This shall apply even if the insurance covers several persons with entitlement to compensation.
- b) 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.
- c) Several insured events occurring during the effective period of the insurance shall be considered one insured event that occurs 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.
- d) 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 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, 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 remaining sum insured following deduction of other benefits, the other benefits shall be offset in full against the sum insured.
- e) 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 as a result of the refusal.

4. What requirements must be complied with in the event of a claim? (Obligations)

— Supplements to the General Section, clause 6. —

1. Immediate notification of claim

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

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.

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. 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 us to exercise this right in your name.

5. Authorisation

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

6. Consequences of non-compliance with the obligations

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