

# Insurance conditions for travel insurance from MDT travel underwriting GmbH for the lead insurer Helvetia Versicherungs-AG (VB MDT 2022-H)

## I. General Provisions

The following regulations under §§ 1 to 15 apply to all travel insurance from the lead insurer Helvetia Versicherungs-AG and other participating insurers, as represented by MDT travel underwriting GmbH.

### § 1 Insured trip/insured persons/maximum deadlines

- Insurance coverage is provided for the insured trip of the persons named in the insurance confirmation or the insurance policy, provided that the insurance premium has been paid for these persons.
- The insurance protection includes all private and business trips. A "trip" is considered to be the temporary absence of the insured person from their permanent residence or regular place of work in Germany for a booked and insured stay in association with the private or business trip. The destination of the trip must be more than 50 linear km from the insured person's place of residence or place of work. Trips, passages and routes to and from the workplace and between the place of residence and the insured person's place of work are not considered a trip. Business trips by field service employees in the territory of the Federal Republic of Germany as well as in a national territory where the employee has an additional residence are not insured.
- Insurance coverage exists for a maximum of 42 days per insured trip. For longer trips, the insurance coverage is only valid for the first 42 days. Trip cancellation insurance provides insurance coverage regardless of the duration of the trip.
- All travel components and individual travel services that are coordinated with one another in terms of time and location and are made use of, regardless of the underlying cancellation conditions of the respective service provider, are considered to be a trip/travel service. The transport and the accommodation of persons, as well as the rental of motor vehicles, are considered travel services (see explanations in the glossary). The trip commences with the use of the first service/partial service and ends with the use of the last service/partial service.
- The insurance products, including the trip cancellation and trip termination lines of insurance, must be booked up to 24 days prior to departure, for shorter term travel up to 3 working days following booking of travel. The insurance products without trip cancellation and trip termination can be booked until departure time.

### § 2 Start and end of insurance coverage

- Insurance coverage is to be taken out for the entire duration of the trip. With trip cancellation insurance and rebooking fee protection, the insurance coverage begins with the conclusion of the insurance contract and ends with the start of the trip.
- For the other lines of insurance
  - The insurance coverage begins with the start of the trip and ends with the agreed upon date/time, however, no later than the end of the trip;
  - The insurance coverage is extended beyond the agreed upon period if the end of the trip is delayed for reasons for which the insured person is not responsible.

### § 3 Premium

- When booking, the premium is payable against issuance of the insurance bill/invoice. The insurance coverage only goes into effect if payment was made before the start of the trip/start of the insurance.
- In exceptional cases, there is the option of additional insurance. In this case please contact the MDT Travel Service Center.

### § 4 Exclusions

- There is no insurance coverage
  - for fear of illness or infection risk;
  - for damage caused by war, civil war, war-like events, civil unrest, terrorist or political acts of violence, strike, nuclear energy, weapons of mass destruction or other nuclear events;
  - for official orders or measures of state authority (see explanation in the glossary).
- These exclusions and those specified in part II of the special provisions apply equally.
- However, insurance coverage exists if
  - the insured person is unexpectedly affected during the trip by one of the events outlined under 1c) and does not actively participate; the event is not considered unexpected if according to 1c) it was prevailing on-site before the start of the trip or was foreseeable.

This insurance coverage expires at the end of the 14th day after the occurrence of an event mentioned under 1c) in the territory of the country in which the insured person is staying; if leaving the country is impossible for reasons for which the insured person is not responsible.

### § 5 Obligations following the occurrence of an insured event

- The insured person is obliged

- to avoid everything that could lead to unnecessary costs (damage reduction obligation);
  - to immediately notify the insurer of the damage;
  - to provide, at the request of the insurer, any information that is required to determine the insured event or the insurer's obligation to provide benefits and their scope, to provide all relevant information truthfully, to submit proof of insurance (e.g. booking confirmation, payment slip), as well as the required original documents and suitable evidence;
  - at the request of the insurer, to have one of the insurer's appointed doctors examine the insured person;
  - to check whether, and if so, to what extent a conditional insurance event is present; at the request of the insurer to authorize information from medical practitioners, hospitals, nursing homes and caregivers, other personal insurers and statutory health insurance companies as well as professional associations and authorities, to release them from their confidentiality vis-a-vis the insurers, provided that the insured person cannot themselves obtain and submit the information and documents necessary for the assessment of the benefit obligation.
- If one of these general obligations or the respective supplemental obligations are willfully violated, the insurers are free of their obligation to provide compensation. In the event of a grossly negligent breach of the obligation, the insurers are entitled to reduce their compensation in proportion to the severity of the fault of the insured person. The insurers remain obliged to provide compensation insofar as the breach had no influence on the determination or the scope of the insurer's compensation obligation, unless the insured person acted fraudulently.

### § 6 Payment of the compensation

- Once the insurer's compensation obligation is determined with regard to the reason and amount, the compensation is paid out within two weeks.
- If the sum insured in the trip cancellation and trip interruption insurance when the insured event occurs is lower than the total travel price, the insurers are only liable for the damage according to the ratio of the insured sum to the total price.

### § 7 Obligations and consequences of breaches of duty in the event of claims against third parties

- If the policyholder or an insured person asserts claims for compensation against third parties, the obligation to assign these claims in writing to the insurer up to the amount of the reimbursement of costs from the insurance contract exists, without prejudice to the legal subrogation in accordance with § 86 VVG.
- The policyholder or the insured person must safeguard their claim for compensation or a right that serves to secure this claim, taking into account the applicable form and deadline regulations and, as far as necessary, cooperate its enforcement by the insurer.
- If the policyholder or an insured person intentionally violates the obligations specified in paragraphs 1 and 2, the insurer is not obliged to provide benefits insofar as the insurer cannot obtain compensation from the third party as a result. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce its compensation in proportion to the severity of the fault.
- If the policyholder or an insured person is entitled to reimbursement of fees paid without a legal basis to the provider of services for which the insurer has provided reimbursement on the basis of the insurance contract, numbers 1 to 3 shall apply accordingly.

### § 8 Special reasons for forfeiture, statute of limitations

- The insurers are exempt from the obligation to pay compensation if the insured person
  - intentionally caused the insured event;
  - fraudulently seeks to deceive the insurer about circumstances that are important for determining the reason for or the amount of the compensation.

For all travel insurance listed and documented in the insurance certificate, the relevant provisions for travel insurance terms (VB MDT 2022-H) contained in this publication apply. The content and the scope of the respective insurance coverage results from the types of insurance described therein.

- The right to insurance benefits expires after three years. The statute of limitations begins at the end of the year in which the claim arose and was known, or should have been known, by the insured person.

If a claim has been registered with the insurer, the statute of limitations is suspended until the insured person has received the insurer's decision.

### § 9 Claims against third parties

- Claims for compensation against third parties are transferred to the insurer to the extent permitted by law up to the amount of the payment made.

2. If necessary, the insured person is obliged to assign claims for compensation to the insurer within this scope.

### § 10 Compensation from other insurance agreements

1. Insurance coverage is subsidiary to other existing insurance, i.e., if in the insured event there is still insurance coverage with another insurer for insured risk, the other contract takes precedence over this contract. The claims of the insured person remain unchanged and unaffected by this. If the insured person reports the insured event to MDT or the insurers represented by MDT, they shall make advance payments and regulate the insured event according to the conditions (subsidiarity).

2. The above regulation does not apply to travel accident insurance.

### § 11 Sanctions clause

Irrespective of the other contractual provisions, insurance coverage shall only exist insofar as and as long as there are no economic, trade or financial sanctions or embargoes of the European Union (EU) or the Federal Republic of Germany directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes issued by the United States of America, insofar as these do not conflict with European or German legal provisions.

### § 12 Place of jurisdiction/applicable law

1. The court of the place where the policyholder has their place of residence or, in the absence of such, their habitual place of residence, is responsible for claims against the policy holder arising from the insurance relationship.

2. Claims against the leading insurer can be brought before the court at the place of residence or habitual place of residence of the insured person or at the court at the seat of the lead insurer.

3. If, after the conclusion of the contract, the insured person moves from their place of residence or habitual residence into a country that is not a member country of the European Union or into a country that is not party to the Agreement about the European Economic Area or, if their place of residence or habitual residence is not known at the time the action is brought, the court at the seat of the insurer is competent.

4. To the extent legally permissible, German law applies.

### § 13 Notifications and declarations of intent

Notifications and declarations of intent by the policyholder, the insured person and the lead insurer require the written form (e.g. letter, fax, e-mail). Travel agents are not authorized to accept them. The contract language is German.

### § 14 Complaints office

If you are not satisfied with our decision or if negotiations with us have not led to the desired result, you have the following options for lodging a complaint.

If you are a consumer and have concluded this contract online (e.g. through a website or via e-mail), you can also submit your complaint online to the platform [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Your complaint will be forwarded from there to the competent out-of-court dispute resolution body.

### Insurance supervision

If you are not satisfied with our service or if any disagreements arise during the execution of the contract, you can also contact the supervisory authority responsible for us. As an insurance company, we are subject to supervision by the Bundesanstalt für Finanzdienstleistungsaufsicht [German Federal Financial Supervisory Authority].

The current contact details are:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) Sektor Versicherungsaufsicht [German Federal Financial Supervisory Authority (BaFin) Insurance Supervision Sector]  
Graurheindorfer Str. 108  
53117 Bonn, Germany  
E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de) Internet: [www.bafin.de](http://www.bafin.de)

Please note that BaFin is not an arbitration body and cannot make binding decisions on individual disputes.

### Legal action

You also have the possibility of taking legal action.

### Our complaint management

Regardless of this, you can also contact us at any time. Our internal complaints department is available to you for this purpose. You can currently reach them as follows:

Helvetia Versicherungen  
- Zentrale Beschwerdestelle [Central Complaints Office] - Berliner Str. 56-58  
60311 Frankfurt a.M.

### § 15 Subsidiarity clause

The insurance cover under this contract is only subsidiary to other existing insurance. If another insurer carries insurance coverage for the same risk, the other contract takes precedence over this contract. The insured person shall be paid in advance if they report the claim to MDT travel underwriting GmbH or the insurer represented by MDT travel underwriting GmbH.

## Right of withdrawal

### 1. Right of withdrawal, consequences of withdrawal and special notes

#### Right of withdrawal

You have a right of withdrawal for insurance contracts with a term of at least one month.

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

If the right of withdrawal applies, you can withdraw your contract declaration in text form (e.g. letter, fax, e-mail) within 14 days without giving reasons.

The withdrawal period begins after you have received

- the insurance policy,
- the contractual provisions, including the General Terms and Conditions of Insurance applicable to the contractual relationship, which in turn include the tariff provisions,
- this instruction,
- the information sheet on insurance products,
- and the other information listed in section 2, each in text form.

For compliance with the withdrawal deadline, the timely mailing of the withdrawal is sufficient. The notice of withdrawal must be addressed to:

Helvetia Versicherungs-Aktiengesellschaft  
Berliner Str. 56-58  
60311 Frankfurt a.M.

#### Consequences of withdrawal

In the event of an effective withdrawal, the insurance coverage shall end and the insurer shall reimburse you for the part of the premium attributable to the period after receipt of the withdrawal, if you have agreed that the insurance coverage begins before the end of the withdrawal period. In this case, the insurer may retain the part of the premium that is due for the period up to the receipt of the withdrawal; depending on the agreed method of payment, this is an amount of 1/360 of the annual premium in the case of annual payments, 1/180 of the half-yearly premium in the case of half-yearly payments, 1/90 of the quarterly premium in the case of quarterly payments, or 1/30 of the monthly premium in the case of monthly payments, multiplied by the number of days during which insurance coverage was in effect. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the withdrawal.

If insurance coverage does not take effect prior to the end of the withdrawal deadline, then effective withdrawal means that payments received must be refunded and drawn benefits (e.g., interest) must be disbursed.

If you have effectively exercised your right of withdrawal with regard to the insurance contract, you are also no longer bound by a contract related to the insurance contract. A related contract exists if it is related to the withdrawn contract and relates to a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may neither be agreed upon nor demanded.

#### Special notes

Your right of withdrawal expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of withdrawal.

### 2. List of additional information required for the start of the period

With regard to the further information referred to in Section 1 Sentence 2, the information requirements are detailed below:

#### Information requirements for all classes of insurance

The insurer must provide you with the following information:

1. The identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding register number must also be indicated;
2. The summons address of the insurer and any other address relevant for the business relationship between the insurer and you. The name of an authorized representative is also required in the case of legal entities, associations of persons or COVID H&H groups. Insofar as the notification is made by transmitting the contractual provisions including the General Conditions of Insurance, the information requires a highlighted and clearly designed form;
3. The main business activity of the insurer;
4. The main features of the insurance benefit, in particular information on the type, scope and due date of the insurer's payment;
5. The total price of the insurance, including taxes and other price components, whereby the premiums must be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, enabling you to verify the price;
6. a) any additional costs incurred, stating the total amount to be paid and any other taxes, fees or costs that are not paid through or invoiced by the insurer;
- b) all costs incurred by you for the use of long-distance communication-media, if such additional costs are charged;

7. Details regarding payment and fulfillment, in particular the method of payment of premiums;
  8. the limitation of the period of validity of the information provided, for example the period of validity of limited offers, in particular with regard to the price;
  9. Information on the manner in which the contract is concluded, in particular the commencement date of the insurance and the insurance coverage, as well as the duration of the period during which the applicant is to be bound by the application;
  10. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount you may have to pay in the event of withdrawal; insofar as the communication is made by transmitting the contractual provisions, including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly designed form;
  11. Information on the duration of the contract;
  12. Information on termination the contract, in particular on the provisions regarding the termination of the contract, including any contractual penalties; insofar as the communication is made by transmitting the contractual provisions including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly designed form;
  13. the member states of the European Union whose law requires the insurer to establish relations with you prior to the conclusion of the insurance contract;
  14. the law applicable to the contract, a contractual clause on the law applicable to the contract or on the competent court;
  15. the languages in which the terms and conditions of the contract and the advance information referred to in this subsection will be communicated and the languages in which the insurer undertakes, with your consent, to conduct communications during the term of this contract;
  16. possible access for you to an out-of-court complaint and appeal procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;
  17. Name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.
- End of the right of withdrawal

## II. Special provisions

(dependent on the agreed scope of the insurance)

### A. Trip cancellation insurance

#### § 1 Cancellation of the trip/agency fee

If you have to cancel the trip for one of the reasons stated under § 2, or do not take the trip, the following expenses are reimbursed by the insurer

- a) the contractually owed cancellation costs; alternatively the rebooking fees for rebooking instead of immediately canceling the trip for insured reasons up to a maximum of the amount of otherwise contractually owed cancellation costs;
- b) the agency fee contractually owed and invoiced to the travel agent up to a maximum of 100.00 euros per insured event, provided that the amount was taken into account in the amount of the insured sum. The insurance does not cover fees owed to the travel agent as a result of the cancellation and other fees (e.g. visa fees, etc.). If the agent fee exceeds the generally customary and appropriate amount, the insurer can reduce the benefit to an appropriate amount;
- c) the single room surcharge if an insured person who has booked a double room with another person insured through us has to cancel the trip for one of the reasons stated in § 2. The insurers reimburse the traveling insured person for the costs for the single room supplement or the pro rata costs for the double room that would have been incurred in the event of a complete cancellation. The insurers shall pay at most up to the amount of the cancellation costs that would have been incurred if the trip had been canceled immediately.

#### § 2 Insured events/risk persons

1. Insurance coverage exists if taking the trip as scheduled is unreasonable because the insured person themselves or a risk person according to Clause 6 is affected by one of the following events during the insurance period:

- a) Unexpected severe illness (see explanations in the glossary).
  - An illness that occurs for the first time after taking out the insurance is considered unexpected. Worsening of existing illnesses is considered unexpected if there was no medical treatment in the six months prior to taking out the insurance; check-ups are exempted. The illness must be certified by a doctor before/during the time of cancellation.
  - A physical illness is considered severe if the health impairment that was medically certified before the cancellation is so severe that the trip cannot proceed according to plan.

- A mental illness is considered severe if a certificate by a specialist in psychiatry is submitted and one of the following cases is present:
    - the statutory or private health insurance company has approved out-patient psychotherapy
    - inpatient admission for psychotherapy takes place
- b) Severe accident injury;
  - c) Fracture of prostheses and loosening of implanted joints as well as failure of an implanted pacemaker;
  - d) Death;
  - e) vaccination intolerance to travel vaccinations;
  - f) Pregnancy
    - Determination of pregnancy after insurance takes effect,
    - Complications of an existing pregnancy after taking out insurance,
    - loss of the unborn child;
  - g) Property damage due to fire, explosion, burst water pipe, natural event or criminal act by a third party (e.g. burglary), provided the damage is significant or the presence of the insured person is necessary for clarification; the damage is considered significant if the amount of damage exceeds 2,500 euros.
  - h) Loss of job due to unexpected termination of the employment relationship by the employer. In the case of self-employed persons, the loss of work orders, cessation of business, or bankruptcy are not insured;
  - i) Unexpected start of an employment relationship (employment subject to social security contributions with at least 15 hours per week and a duration of at least one year), provided that this person was registered as unemployed when the insurance was booked and the Federal Employment Agency authorized the trip. Internships, company/school activities or other training activities as well as the start of work by a pupil or student during or after leaving school or university are not insured;
  - j) Change of employer, provided the previous employment relationship was not limited in time, the insurance was booked before the change of employer became known, and the travel period falls within the probationary period of the new employment; however, at most in the first six months of the new employment;
  - k) Cyclical reduced work hours; provided the insured person is affected by cyclical short-time work for a period of at least three consecutive months after the start of insurance and the monthly gross remuneration entitlement of this person is reduced by at least 30% per month.
  - l) Repetition of a failed examination during school or university education if the trip was booked before the date of the failed examination and the date of the repeat examination unexpectedly falls within the period of the insured trip or takes place within 14 days of the scheduled end of the trip; the repeat examination is not considered to be insured if the initial examination could not be taken due to illness; for students: unexpected non-promotion (the most recent interim report card or a corresponding certificate from the school is decisive);
  - m) Separation from a partner
    - Separation from the spouse and filing of the application for divorce (or legal proof of separation if the year of separation has not yet ended) immediately before the affected couple's trip together;
    - Separation from the partner and dissolution of the cohabitation (identical registration form as of at least 3 months) by giving up the common place of residence, after taking out the insurance and before the insured trip together
  - n) Receipt of an unexpected court summons for the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons;
  - o) Adoption of a minor child;
  - p) Appointment for donation or receipt of organs and tissues (living donation) in accordance with the Transplantation Act;
  - q) Unexpected start of a federal voluntary service, voluntary social service year or voluntary ecological year. This applies if the cancellation costs are not taken over by another cost carrier.
2. Travel guarantee in the event of job loss of the insured person
- Insofar as this has been contractually agreed and shown on the travel confirmation/invoice, at the start of the trip the insurer shall reimburse the contractually owed remaining payment instead of the cancellation costs, provided that an insured event in accordance with § 2 h) is involved. The reimbursement shall be effected after commencement of the trip.
3. Insurance cover for students on school/class trips
- Insurance cover is provided for the insured events in accordance with Part A § 2 No. 1. a) - q) as well as leaving the class group before the start of the insured trip, e.g. because a student has not been promoted to the next higher school class or has changed schools
4. For teacher/group leader/participant absence insurance (according to each booked rate)

If contractually agreed and stated on the travel confirmation/invoice, insurance coverage exists for the contractually owed cancellation costs of the entire group/school class if the supervising teacher or group leader a) cannot commence the booked class trip/group trip due to an insured event pursuant to Part A § 2 No. 1. a) - q) and/or b) due to changing or resigning from the school (e.g. due to relocation) and thus the prescribed minimum number of accompanying persons is not reached.

A prerequisite for insurance coverage is that teacher/group leader cancellation insurance has been purchased for all participants in the group/class.

5. For participant cancellation insurance (with correspondingly booked tariff)

If contractually agreed and shown on the travel confirmation/invoice, the insurers shall reimburse the additional costs if the pro rata travel price of the insured persons traveling is increased due to the non-attendance of one or more insured persons a) as a result of an insured event pursuant to Part A § 2 No. 1. a) - q) and/or b) as a result of a change of school or leaving school (e.g. due to relocation).

A prerequisite for insurance coverage is that cancellation insurance has been purchased for all participants in the group/class. The reimbursement shall be effected after commencement of the trip.

6. Risk persons are

- a) the relatives of the insured person;
- b) those who look after underage or care-dependent relatives who are not travelers on the booking;
- c) the accompanying travelers on a booking as well as their relatives and caregivers, provided that there is a family relationship between the travelers on the booking. If there is no family relationship, a maximum of four adults and, if applicable, two additional children traveling on the booking are deemed to be risk persons (e.g. friends/acquaintances traveling together). If more than four adults and, if applicable, two additional accompanying underage children have booked and insured a trip together, only the respective relatives of the insured person and their caregivers are considered to be risk persons; the insured persons are no longer considered to be risk persons among themselves. Accompanying relatives are always considered to be risk persons.

### § 3 Cancellation Information Service

1. The free cancellation information service will inform the insured person about the cancellation options (when to cancel) if the insured person falls ill after booking the trip, suffers an accident injury, or another insured event has occurred. In order to use the information service, information on the insured event that has occurred and the fully completed application and the necessary attachments must be submitted without delay.

2. If, contrary to the assessment of the Cancellation Information Service, the insured trip cannot commence, the cancellation is deemed to be immediate if it occurs at the time at which the inability to travel is established.

3. If, contrary to the advice of the Cancellation Information Service, the insured person does not initially cancel the trip but does not commence the trip later due to this illness, accident injuries or any other insured event after all, the insurers shall reimburse up to a maximum of the cancellation costs that would apply in the case of immediate cancellation.

### § 4 Delayed start of the trip

The insurers shall reimburse the necessary and proven additional costs of the outward leg of the trip as well as the pro rata travel price for unused travel services on-site if the trip is started at least two hours late for an insured reason or due to a delay in public transportation. The additional costs shall be reimbursed according to the originally booked type and quality, up to the amount of the cancellation costs that would have been incurred if the trip had not been started.

### § 5 Exclusions

There is no insurance coverage

- a) for exacerbation of a chronic mental illness or for addictions and their immediate consequences;
- b) for disorders due to a psychological reaction or fear of war events, unrest, acts of terrorism or air accidents;
- c) in the event of suicide or attempted suicide by the insured person;
- d) in the case of an existing illness that was last treated within the six months prior to taking out the insurance;
- e) in the case of medical measures on non-endogenous organs and other aids (e.g. hearing aids, pacemakers, etc.);
- f) for visa fees;
- g) for costs that are only charged as a result of the cancellation and other fees;
- h) if the insured event was expected to occur when the insurance was taken out;
- i) for shooting bounties in the case of hunting trips.

### § 6 Deductible

In the case of insurance products with a deductible, the insured person bears

a deductible of 20% of the reimbursable claim in each insured event, but at least 25.00 euros per person/object. In the case of insurance products without a deductible, this is completely waived.

### § 7 Additional obligations after the occurrence of the insured event

1. The insured person is obliged

- a) to cancel the trip immediately after the occurrence of the insured event in order to keep the cancellation costs low, and to submit the original cancellation invoice and proof of insurance;
- b) when using the Cancellation Information Service, to report the insured event immediately ;
- c) to provide a physician's certificate as proof of severe accidental injury, unexpected severe illness, pregnancy, fracture of prostheses, loosening of implanted joints, and vaccination intolerance in the case of travel vaccinations, and to provide proof of mental illness through certification by a specialist in psychiatry;
- d) in the event of deterioration of existing illnesses, to submit suitable evidence about the course of the illness and any treatments as well as examinations for the period 6 months before taking out the insurance until the occurrence of the damaging event (day of damage);
- e) as proof of the insured event at the request of the insurer
  - to submit a certificate of incapacity to work;
  - to agree to the insurer obtaining certification from a medical specialist regarding the type and severity of the illness as well as the unreasonableness of taking the trip as scheduled, and to allow the physician to carry out the necessary examination;
- f) in the event of death, to submit a copy of the death certificate;
- g) to substantiate all other loss events with suitable evidence;
- h) in the case of reduced work hours in accordance with Part A § 2 clause 2, to submit confirmation from the employer about the date of the decision and the duration of the reduced work hours, as well as the extent of the reduction in the remuneration;
- i) when making use of the travel guarantee in accordance with Part A. § 2 clause 3, to provide evidence of participation in the trip, the unexpected termination for operational reasons, and the submission of the final payment;
- j) for court appointments, to present the summons and to provide evidence that postponing the court appointment is not possible.

### § 8 All Risks coverage extension (with correspondingly booked tariff)

The following extended insurance coverage exists with the All Risks coverage, provided this is contractually agreed and shown on the proof of insurance/booking confirmation.

1. In addition to Part A § 1 a) of the Special Provisions, insured sums or travel prices up to a maximum of 10,000.00 euros per person or a maximum of 20,000.00 euros per booking are deemed to be insured in the All Risks coverage extension.

2. In addition to Part A § 2 No. 1 a) - q), insurance cover shall also be provided if, during the period of insurance cover, the insured person is unable to commence the booked trip due to another unexpected event affecting the insured person which is personal, documented and verifiable, and the insured person notifies the insurer of this immediately after becoming aware of it and cancels the trip.

3. In addition to § 4 of the General Provisions, the insurance does not cover loss events due to errors in the selection of the travel destination and/or the type of travel (e.g. destination, hotel, round trip, means of transport, etc.) by the company organizing the trip and/or its service providers;

- a) due to multiple bookings with overlapping travel periods;
- b) due to unwillingness to travel;
- c) that already existed or were foreseeable at the time the trip or insurance was booked;
- d) due to financial losses, unless these are attributable to the insured events pursuant to Part A § 2 No. 1 g), h);
- e) which have been brought about intentionally. Should the insured event be caused by gross negligence, the insurers shall be entitled to reduce their payments in proportion to the degree of culpability on the part of the insured person;
- f) which are directly or indirectly attributable to natural disasters, seismic phenomena or weather conditions, unless these are attributable to the insured events pursuant to Part A § 2 item 1 g);
- g) due to unavoidable, extraordinary circumstances (see explanations in the glossary)
- h) ordered and voluntary quarantine for persons who are not directly ill.

4. In addition to Part A § 6, the insured person in the All Risks cover bears a deductible of 20% of the reimbursable claim in each insured event, but at least 50.00 euros per person/property, unless otherwise contractually agreed. In the case of insurance products without a deductible, this is completely waived.

## § 9 COVID Home (corresponding to each booked rate)

The following extended insurance coverage exists with COVID Home, provided that this is contractually agreed and shown on the booking confirmation for the following group of people:

1. Persons at risk
  - a) the accompanying travelers on a booking, provided that there is a family relationship between the travelers on the booking. If there is no family relationship, there is insurance coverage for a maximum of four adults and, if applicable, two additional minor children accompanying the travel (e.g. in the case of friends/acquaintances traveling together)
  - b) Persons who live in the same household with the insured person.

### 2. Insured events

In addition to the insured events according to Part A § 2 No. 1 a)–q) of the Special Provisions, there is also insurance coverage if the insured person or a person at risk according to No. 1 is suspected of being infected with the coronavirus or an infection with the coronavirus (SARS-CoV-2) is present and for this reason

- a personal home quarantine (isolation) becomes necessary as a result of an official measure (e.g. order) or an order by authorized third parties (e.g. doctor) on legal grounds (e.g. regulation). Inpatient admission (hospital or another treatment facility) does not count as home quarantine (isolation).
- carriage or entry to the insured rental property is refused by authorized third parties (e.g. airport staff, landlord) on the day of the outward journey (start of travel).

### 3. Scope of Services

The costs according to Part A § 1 will be reimbursed.

4. There is no insurance coverage if the insured person or a person at risk is quarantined due to officially ordered local (e.g. residential building complex), regional (e.g. villages, towns or districts) or transregional (affecting more than one city, one district) quarantine measures or contact or exit restrictions, whereby departure, entry, onward travel or transit is not possible or not permitted.

### 5. Additional obligations in the event of a claim

In addition to the general obligations and the obligations of the industry, the following obligations apply:

When submitting a claim to COVID Home and to prove an insured event, the following documents are required in original form:

- confirmation from the authorities on the reason and duration of the personal home quarantine (isolation).
- order by authorized third parties (e.g. doctor) and notification of the legal grounds (e.g. regulation) for the personal home quarantine (isolation).
- confirmation from an authorized third party (e.g. airport staff, landlord) about the refusal of carriage or entry to the insured rental property, with indication of the date/time and the reason for the refusal;

## § 10 Insured sum/underinsurance

1. The insured sum for each insured trip must correspond to the full agreed travel price including the agent fees incurred when booking (insurance value). In the case of individually booked travel modules (e.g. flight, hotel, transfer, etc.), the total of all individual bookings is the travel price.
2. If the sum insured is lower than the insured value when the insured event occurs, underinsurance is present. In this case, the insurers are only liable according to the ratio of the insured sum to the insured value or travel price, less any agreed deductible.

## B. Trip termination insurance

### § 1 Insured events/risk persons

Events/risk persons in accordance with Part A, § 2 No. 1 a) –g) or § 2 No. 6 are considered insured.

### § 2 Travel services not used

1. The following shall be reimbursed:
  - a) the pro-rata travel price for unused travel services on-site if the travel is canceled prematurely for an insured reason;
  - b) the pro-rata travel price for unused travel services if the insured person is temporarily unable to use a travel service because they have to undergo inpatient treatment due to an unexpected severe illness or severe accident injury.
2. The pro rata travel price corresponds to the booked but unused travel services on-site.
3. We shall reimburse up to the maximum of the amount insured for the insurance taken out. The costs for the originally booked return trip shall not be reimbursed.

### § 3 Insurance against additional costs

(in the event of an unscheduled termination/interruption of a trip)

1. The insurers reimburse the following under the specified conditions

- a) the additional return travel costs if the trip is not ended according to plan for an insured reason;
  - b) the additional return travel costs if the insured person misses a connecting means of transport as a result of a delay in public transportation by at least two hours and therefore has to continue the trip home with a delay;
  - c) necessary, reasonable and proven additional costs for meals and accommodation of up to 150.00 euros per insured event, if these costs result from events in accordance with items a) and b);
  - d) additional costs of the unscheduled return trip or the extended stay at the vacation site or place of residence as a result of an act of God, if the trip cannot be ended as planned or the presence of the insured person at their place of residence is absolutely necessary;
  - e) the additional costs for accommodation if the insured person or risk person traveling with them becomes unable to travel due to a severe accident injury or unexpected severe illness and therefore cannot end the trip as scheduled,
    - up to 2,500.00 euros per insured event, if an accompanying risk person is hospitalized;
    - up to 750.00 euros per insured event, if the insured person or an accompanying risk person is treated on an outpatient basis;
  - f) follow-up travel costs for reconnecting to the travel group if the insured person is temporarily unable to follow the booked round trip (including cruise) for an insured reason, but not more than the proportionate travel price of the travel services not yet used on-site.
2. The prerequisite for insurance coverage in accordance with No. 1 a) –f) is that the relevant travel services (accommodation, return trip) have been booked and also insured. When reimbursing the costs, the type and quality originally booked shall be used as a basis.

## § 4 Exclusions

There is no insurance coverage

- a) for exacerbation of a chronic mental illness or addictions;
- b) for disorders due to a psychological reaction or fear of war events, unrest, acts of terrorism or air accidents;
- c) in the case of medical measures on non-endogenous organs and other aids (e.g. hearing aids, pacemakers, etc.);
- d) in the event of suicide or attempted suicide by the insured person;
- e) for visa fees;
- f) for the cost of the originally booked return trip.

## § 5 Deductible

In the case of insurance products with a deductible, unless otherwise agreed the insured person bears a deductible of 20% of the reimbursable claim in each insured event, but at least 25.00 euros per person/property. In the case of insurance products without a deductible, this is completely waived.

## § 6 Additional obligations after the occurrence of the insured event

The regulations according to A § 7 clause 1 c) - g) and clause 2 apply.

## § 7 All Risks coverage extension (with correspondingly booked tariff)

The following extended insurance coverage exists with the All Risks coverage, provided this is contractually agreed and shown on the proof of insurance/ booking confirmation.

1. In addition to Part B § 2 Item 1. a), insured sums or travel prices up to a maximum of 10,000.00 euros per person or a maximum of 20,000.00 euros per booking are deemed to be insured in the All Risks coverage.
2. In addition to Part A § 2 No. 1. a) - q), insurance cover also exists if, during the period of insurance cover, the insured person has to prematurely cancel the booked and commenced trip due to another personal, verifiable and provable unexpected event affecting the insured person and has notified the insurers and tour operator of this immediately after becoming aware of it.
3. In addition to Part A § 2 No. 1 g), insurance cover shall also be provided if, during the period of insurance cover, the insured person has to prematurely abandon the trip unexpectedly as a result of a natural hazard event at his/ her place of residence, provided that the presence of the insured person at his/her place of residence is mandatory, and he/she has notified the insurers and tour operator of this immediately after becoming aware of it.
4. In addition to § 4 of the General Provisions, the following loss events are not insured
  - a) due to errors in the selection of the travel destination and/or the type of travel (e.g. destination, hotel, round trip, means of transport, etc.) by the company organizing the trip and/or its service providers;
  - b) due to multiple bookings with overlapping travel periods;
  - c) due to unwillingness to travel;
  - d) that already existed or were foreseeable at the time the trip or insurance was booked;
  - e) due to financial losses, unless these are attributable to the insured events pursuant to § 2 No. 1 g), h);

- f) which have been brought about intentionally. Should the insured event be caused by gross negligence, the insurers shall be entitled to reduce their payments in proportion to the degree of culpability on the part of the insured person;
  - g) which are directly or indirectly attributable to natural disasters, seismic phenomena or weather conditions, unless these are attributable to the insured events pursuant to Part A § 2 item 1 g);
  - h) due to unavoidable, extraordinary circumstances (see explanations in the glossary)
  - i) ordered and voluntary quarantine for persons who are not directly ill.
5. In the case of insurance products with a deductible, the insured person bears a deductible of 20% of the reimbursable claim in each insured event, but at least 25.00 euros per person/object. In the case of insurance products without a deductible, this is completely waived.

### § 8 COVID Holiday (corresponding to each booked rate)

The following extended insurance coverage exists with COVID Holiday, provided that this is contractually agreed and shown on the booking confirmation for the following group of people:

1. Persons at risk
  - a) the accompanying travelers on a booking, provided that there is a family relationship between the travelers on the booking. If there is no family relationship, there is insurance coverage for a maximum of four adults and, if applicable, two additional minor children accompanying the travel (e.g. in the case of friends/acquaintances traveling together)
  - b) Persons who live in the same household with the insured person.
2. Insured events
 

In addition to the insured events according to Part A § 2 No. 1 a)-q) of the Special Provisions, there is also insurance coverage if the insured person or a person at risk according to No. 1 is suspected of being infected with the coronavirus or an infection with the coronavirus (COVID-19) is present and for this reason

  - a personal home quarantine (isolation) becomes necessary as a result of an official measure (e.g. order) or an order by authorized third parties (e.g. doctor) on legal grounds (e.g. regulation). Inpatient admission (hospital or another treatment facility) does not count as home quarantine (isolation).
  - carriage is refused by authorized third parties (e.g. airport staff) on the day of the return journey (end of travel).
3. Scope of services reimbursed:
  - a) the pro-rata travel price for unused travel services on-site, if the trip is canceled prematurely due to the ordered personal quarantine;
  - b) the pro-rata travel price for unused travel services if the insured person is temporarily unable to use a travel service due to the personal quarantine order. The pro rata travel price corresponds to the booked but unused travel services on-site. We reimburse up to the maximum of the amount insured for the insurance taken out.
  - c) the additional costs for accommodation up to a maximum of EUR 750.00 per insured event in the case of a personal quarantine order
4. There is no insurance coverage if
  - the insured person or a person at risk is quarantined due to officially ordered local (e.g. hotel complex, ship, tour bus), regional (e.g. villages, towns or districts) or transregional (affecting more than one city, one district) quarantine measures or contact or exit restrictions, whereby departure, entry, onward travel or transit is not possible or not permitted.
  - due to entry regulations immediately after entering the destination country, costs are incurred as a result of officially ordered quarantine measures.

5. Additional obligations in the event of a claim
 

In addition to the general obligations and the obligations of the industry, the following obligations apply:

When submitting a claim to COVID Holiday and to prove an insured event, the following documents are required in original form:

  - confirmation from the authorities on the reason and duration of the personal home quarantine (isolation).
  - order by authorized third parties (e.g. doctor) and notification of the legal grounds (e.g. regulation) for the home quarantine (isolation).
  - confirmation from an authorized third party (e.g. airport staff, landlord) about the refusal of carriage or entry to the insured rental property, with indication of the date/time and the reason for the refusal

When submitting a claim to COVID Holiday and to prove an insured event, the following documents are required in original form:

- confirmation from the authorities on the reason and duration of the personal home quarantine (isolation).
- order by authorized third parties (e.g. doctor) and notification of the legal grounds (e.g. regulation) for the home quarantine (isolation).
- confirmation from an authorized third party (e.g. airport staff, landlord) about the refusal of carriage or entry to the insured rental property, with indication of the date/time and the reason for the refusal

### § 9 Insured sum

1. The insured sum for each insured trip must correspond to the full agreed travel price including the agent fees incurred when booking (insurance value).
2. If the sum insured is lower than the insured value when the insured event occurs, underinsurance is present. In this case, the insurers are only liable according to the ratio of the insured sum to the insured value, less any agreed deductible.

## C. Rebooking fee protection

### § 1 Scope of the insurance

In the event of rebooking within the booked season, the contractually owed rebooking fees up to a maximum of 70 euros per insured person shall be reimbursed, and for property bookings up to a maximum of 70 euros per property. The rebooking must be made up to 42 days before the planned start of the trip.

## D. Travel medical insurance

### § 1 Subject of insurance

The insurers provide compensation for acute illnesses and accidents occurring during the trip up to a maximum of 42 days or, depending on the rate booked, for the costs of medical treatment in foreign countries as well as patient transport and repatriation in the event of death. The country in which the insured person has their permanent residence and the Federal Republic of Germany do not count as foreign countries.

### § 2 Medical treatment abroad

1. The insurers shall reimburse the costs of necessary medical treatment carried out or prescribed by doctors in countries abroad. These include in particular
  - a) inpatient treatment in the hospital including operations;
  - b) outpatient medical treatment;
  - c) medicines, therapeutic products and bandages;
  - d) medical treatment of a newborn child in the event of a premature birth up to 100,000.00 euros;
  - e) pain-relieving dental treatments including single fillings as well as repairs of dentures and dental prostheses up to a total of 350 euros per insured event;
  - f) medical aids (e.g. walking aids, wheelchair rentals, prostheses), if they are necessary for the first time due to an accident or illness, up to a total of 350.00 euros per insured event;
  - g) massages, mud treatments, acupuncture, unless these treatments take place as part of a spa or sanatorium stay;
  - h) x-ray, radium and radiation services.
2. The insurers shall reimburse the costs of medical treatment up to the day of transport if the patient cannot be transported back by the end of the insured trip due to the insured person's inability to undergo transport.
3. In the case of medically necessary inpatient treatment abroad, the insured person can opt to receive a daily hospital allowance of 50 euros per day, for a maximum of 30 days from the start of inpatient treatment, instead of reimbursement. The right to choose must be exercised immediately at the start of inpatient treatment vis-à-vis the insurer/the emergency call center.
4. In deviation from § 1, insured persons with permanent residence in Germany receive a daily hospital allowance in accordance with § 2 clause 3 also when traveling within Germany.
5. If a co-insured child aged 12 or younger requires inpatient treatment, the insurer shall reimburse the costs of accommodating an accompanying person in the hospital (rooming-in). Telephone costs for contacting the emergency call center shall be reimbursed up to 25 euros per insured event.

### § 3 Ambulance transport/transfer

The insurers shall reimburse the costs for

- a) the medically reasonable and justifiable repatriation of the patient from abroad and from Germany to the place of residence of the insured person or to the appropriate hospital closest to the place of residence;
- b) ambulance transport to the inpatient stay at the hospital abroad and back to the accommodation at the vacation destination;
- c) the transfer to the place of burial from abroad or Germany or to the burial abroad. The transfer shall be made to the last place of residence before the start of the trip.

### § 4 Exclusions/limitations

Not included in the insurance coverage are

- a) medical treatments that were the reason for commencing the trip;
- b) medical treatments that the insured person knew would need to be carried out for medical reasons upon commencement of the trip if the trip proceeded as planned;
- c) medical treatments due to deterioration of preexisting illnesses, insofar as this was foreseeable before the start of the trip;
- d) hypnosis, psychoanalytic and psychotherapeutic treatments;
- e) massages, mud treatments, acupuncture and treatments taking place as part of a stay at a spa, sanatorium or wellness center
- f) dental treatments and expenses for aids and prostheses, which exceed the scope according to § 2 clauses 1 e) and f);
- g) costs for accident or illness, the (contributing) cause of which is the influence of alcohol or drug abuse as well as the abuse of intoxicants/narcotics, sleeping pills or other narcotic substances;

- h) need for care or custody;
- i) treatments by spouses, domestic partners, parents or children; documented material costs will be reimbursed within the insured framework;
- j) taxi rides/visits from the accommodation to the treatment location and back.

#### § 5 Additional obligations following the occurrence of the insured event

1. The insured person is obliged
  - a) to contact the emergency call center immediately before starting inpatient treatment and before carrying out patient return transport;
  - b) to submit to the insurers the original invoices or duplicates with an original reimbursement stamp from another service provider relating to the services provided; these become the property of the insurers.
2. In the event of a breach of one of the aforementioned obligations, I § 5 clause 2 shall apply accordingly.

#### § 6 Deductible

In the case of insurance products with a deductible, the insured person bears a deductible of 100.00 euros per insured event. In the case of insurance products without a deductible, this is completely waived.

### E. 24-hour emergency assistance

#### § 1 Subject of insurance

By way of the authorized 24-hour emergency call center, the insurers provide assistance in the following emergencies that the insured person may experience during the trip.

#### § 2 Illness/accident

1. Medical care at the travel destination
  - a) On request before and during the trip, the emergency call center provides information about the options for medical care and, if possible, designates a German or English-speaking doctor.
  - b) If the insured person needs medicines that were lost on the trip, the emergency call center shall procure and ship the replacement medicines. The insured person must reimburse the costs of the products within one month of the invoice being issued. Visits to people close to you who are already on-site or in the destination area are excluded.
2. Hospital stay

In the case of inpatient treatment of the insured person in a hospital, the emergency call center provides the following services:

- a) Support

If necessary, a physician authorized by the emergency call center establishes contact with the respective general practitioner and the treating hospital physicians and ensures that information is transmitted between the physicians involved.

- b) Visitation

If desired, the emergency call center shall organize travel for a person close to the insured person to the place of hospitalization and from there back to the place of residence, provided that the hospitalization is likely to last longer than five days. The insurer shall pay for the transportation costs.

- c) Cost assumption guarantee and bill settlement

The emergency call center authorized by the insurers provides the hospital an initial guarantee that the costs shall be covered up to 15,000.00 euros. In the name of and on behalf of the insured person, it takes over the bill settlement with the responsible cost carriers. If these do not assume the amounts paid by the insurers, the insured person must repay them to the insurer within one month of the invoice being issued.

3. Patient return transport

As soon as it is medically reasonable and justifiable, the emergency call center shall organize the return of the insured person to their place of residence or their nearest suitable hospital by way of medically adequate means of transport (including ambulance aircraft).

#### § 3 Death

If the insured person dies during the trip, the emergency call center shall organize the funeral abroad or the transfer of the deceased person to the place of burial at the request of the relatives.

#### § 4 Search, rescue and recovery costs

If the insured person suffers an accident and has to be searched for, rescued or recovered as a result, the insurers shall reimburse the costs up to 10,000.00 euros per insured event.

#### § 5 Loss of travel funds, travel documents and luggage

1. If the insured person has a financial emergency because their means of payment have been lost, the emergency call center shall establish contact with the principal bank and assist it with transferring the amount made available. If it is not possible to contact the principal bank within 24 hours, the insurer shall provide the insured person with a loan of up to 1,500.00 euros. The loan must be repaid to the insurer within one month of the end of the trip.

2. In case of lost credit cards, EC or Maestro cards, the emergency call center shall assist with blocking the cards. However, the emergency call center is not liable for the proper execution of the blocking and for any financial losses that may arise.

3. In the case of lost travel documents, the emergency call center shall assist with obtaining replacements.

4. If luggage is lost, the emergency call center shall provide assistance with locating the luggage.

#### § 6 Law enforcement measures

If the insured person is arrested or threatened with imprisonment, the emergency call center shall provide assistance in finding a lawyer and an interpreter. The insurers shall pay court, attorney and interpreting costs of up to 5,000 euros and, if applicable, a bail of up to 15,000 euros per insured event. The disbursed amounts must be reimbursed to the insurer no later than three months after payment.

#### § 7 Transmission of information/emergency messages

1. At the request of the insured person, the emergency call center shall provide information about the nearest diplomatic representation (address and telephone availability) as well as travel warnings and safety information from the Foreign Office of the Federal Republic of Germany.

2. In the event of changes in the itinerary or in the event of a current emergency of the insured person, the emergency call center shall endeavor to pass the information on to third parties at their request.

3. If the insured person cannot be reached during the trip, the emergency call center shall attempt to arrange an emergency message. The costs for this are assumed by the insurers.

#### § 8 Rebooking

The emergency call center shall assist with rebooking if the insured person

- a) missed a booked means of transport, or if delays or cancellations of the booked means of transport occur;
- b) the return trip cannot proceed as scheduled due to an emergency;
- c) cannot commence or continue the booked trip as planned due to overbooking of the means of transport.

#### § 9 Psychological support

If the insured person finds himself in an acute emergency situation during the trip in which he or she needs psychological support, the emergency call center shall provide initial psychological support by telephone.

#### § 10 Care and repatriation of minor children

If an accompanying minor child can no longer be cared for due to the death, severe accident injury or unexpected severe illness of a co-insured person caring for the child, the authorized emergency call center shall organize the care of the child and the return trip to the place of residence. The costs for this are assumed by the insurers.

#### § 11 Additional obligations following the occurrence of the insured event

1. The insured person must immediately contact the emergency call center in order to use the support services in emergencies and in the case of inpatient hospitalization in the vacation destination.
2. In the event of a breach of one of the aforementioned obligations, I § 5 clause 2 shall apply accordingly.

### F. Baggage insurance

#### § 1 Insured items

Baggage is insured. This includes all of the items of property required by the insured person to travel, including gifts and souvenirs.

#### § 2 Subject of insurance

1. Carried baggage

The insurers shall provide compensation if carried baggage is lost or damaged due to a criminal act by a third party, accident of a means of transport, fire, explosion or natural events during the trip up to a maximum of 42 days or depending on the booked rate.

2. Surrendered baggage

The insurers shall provide compensation

- a) if surrendered baggage is lost or damaged while it is in the care of a transport company, storage facility or place of accommodation;
- b) for necessary replacement purchases up to 500.00 euros per insured event, if surrendered baggage does not reach its destination at the same time as the insured person due to delays in transport. Replacement purchases that are necessary to continue the trip are insured.

#### § 3 Exclusions / limitations

1. Insurance does not cover

- a) Money, securities, tickets or any documents except for official IDs and visas;
- b) Subsequent financial losses;
- c) Loss due to forgetting or losing the item(s).

2. Limitations of insurance coverage
  - a) Glasses, contact lenses, hearing aids and prosthetics as well as mobile phones, all with their respective accessories, are insured up to a total value of 250.00 euros;
  - b) Computing devices (e.g. laptops, tablets, smartphones, etc.) and software, including respective accessories are not insured as surrendered baggage. As carried baggage, these items are insured up to a total of 500.00 euros per insured event;
  - c) Drones, video devices and photographic devices including accessories, as well as jewelry and valuables are not insured as surrendered baggage. As carried baggage, these items are insured up to a total of 50% of the insured amount;
  - d) Sports equipment including accessories is insured up to a maximum of 250.00 euros, provided the equipment is being used for its intended purpose.
  - e) Gifts and souvenirs are insured up to the total value of 15% of the insured amount;
  - f) Damage to baggage while camping is only covered by insurance at official camping sites;
  - g) Baggage in a parked motor vehicle and any attached containers is only insured if the vehicle and the containers are secured by lock and key, and the loss or damage occurs between 6.00 a.m. and 10.00 p.m. Insurance coverage applies at any time for interruptions to driving of no longer than two hours each.
3. If the insured person brings about the damage or loss through gross negligence, the insurers shall be entitled to reduce their payments in proportion to the degree of culpability on the part of the insured person.

#### § 4 Compensation amount

If an insured event occurs, the insurers shall reimburse up to a maximum of the insured sum for

- a) the amount generally required to obtain new items of the same type and quality, less an amount reflecting the condition of the insured item (age, wear and tear, use etc.), for items which have been lost or destroyed (fair value);
- b) the necessary repair costs and any remaining loss in value up to fair value for damaged items;
- c) the material value of films as well as visual, audio and data media;
- d) official fees for replacing official IDs and visas.

#### § 5 Additional obligations following the occurrence of the insured event

1. The insured person is obliged to report damages as a result of criminal activities without delay to the nearest competent or accessible police station, submitting a list of all items lost, to have this list confirmed and to provide the insurers with a certificate in this regard.
2. Damage to surrendered baggage must be reported to the transport company, place of accommodation or storage facility without delay. Damage that is not externally apparent must be reported in writing (text format is sufficient) without delay upon discovery and in accordance with the respective deadline for complaints, at the latest within seven days of receiving the baggage. Corresponding confirmations must be submitted to the insurers.
3. In the event of a breach of one of the aforementioned obligations, I § 5 clause 2 shall apply accordingly.

#### § 6 Deductible

In the case of insurance products with a deductible, the insured person bears a deductible of 100.00 euros per insured event. In the case of insurance products without a deductible, this is completely waived. All administration, contracts and claims are handled for the lead insurer Helvetia Versicherungs-AG and other participating insurers:

### G. Travel liability insurance

#### § 1 Subject of insurance

Insurance cover is provided against liability risks of everyday life if the insured person is held liable for damages by a third party on the basis of statutory liability provisions under private law due to a loss event occurring during the trip that results in death, injury or damage to the health of people (personal injury) or damage to or destruction of property (property damage).

#### § 2 Scope of insurance cover

1. The insurance coverage includes the examination of the liability issue, the defense against unjustified claims, as well as the compensation of the indemnity which the insured person is obliged to pay on the basis of an acknowledgement made or approved by the insurers, a settlement made or approved by them, or a court decision.
2. If the injured party or his/her legal successor asserts the liability claim in court, the insurers shall conduct the legal dispute on behalf of the insured person at his/her expense.
3. If the insurers request or approve the appointment of a defense counsel in criminal proceedings against the insured person, the insurers shall bear the costs of the defense counsel.
4. If the settlement of a liability claim requested by the insurer through ac-

knowledge, satisfaction or settlement fails due to the resistance of the insured person, the insurer does not have to pay for the resulting additional expenditure on the main matter, interest and costs.

5. The total indemnification per insured event is limited to the agreed sum insured.

#### § 3 Exclusions

Excluded from the insurance is the liability

- a) for claims exceeding the scope of the statutory liability;
- b) for damages arising from professional activity;
- c) of the insured persons themselves and their accompanying relatives;
- d) due to the transmission of a disease by the insured person;
- e) for hunting and keeping animals;
- f) for damage to third-party property which the insured person has rented, borrowed, taken into custody or obtained by unlawful interference with his/her own property. Included is liability arising from damage to the rented accommodation, but not to movable property (e.g. furniture);
- g) as owner, holder or driver of a motor vehicle, aircraft or motorized watercraft for damage caused by the use of the vehicle.

#### § 4 Liability claims due to damage to rented property

The following extended insurance cover for damage to rented property exists, provided this is contractually agreed and shown on the insurance certificate/booking confirmation.

1. In addition to § 1, insurance cover is also provided for liability claims arising from liability risks in everyday life as a user of rooms in buildings rented temporarily for private purposes for accommodation while traveling (e.g. hotel and boarding house rooms, vacation apartments, apartments, bungalows) as well as rooms whose use is intended and permitted in connection with the accommodation (e.g. restaurants, dining rooms, common rooms and bathrooms) up to the contractually agreed maximum sum insured.
2. In addition to § 4 of the General Provisions and § 3 Part B of the Special Provisions, insurance cover shall not apply to liability claims due to
  - a) Damage to movable objects such as pictures, furniture, TV sets, tableware, etc.;
  - b) Damage due to wear and tear and excessive use;
  - c) Damage to heating, machinery, boiler and water heating equipment, as well as electrical and gas appliances;
  - d) Waiver of recourse under the Fire Insurers' Agreement in the case of overlapping loss events.

#### § 5 Additional obligations following the occurrence of the insured event

1. The insured event is the damaging event that could result in liability claims against the insured person. This must be reported to the insurers without delay, even if no claims for compensation have yet been made.
2. The insurers must be notified without delay of the initiation of preliminary proceedings and the issuance of a penalty order or a default summons, even if the insurers are already aware of the insured event.
3. If the claim for compensation is asserted against the insured person, he/she must notify the insurers within one week of the claim being asserted. If a claim is made with the involvement of judicial or governmental assistance, this must be reported immediately.
4. In compliance with the instructions of the insurers, the insured person is obligated to avert and mitigate the damage as far as possible and to do everything possible to clarify the insured event. The insured person must provide detailed and truthful damage reports and communicate all circumstances related to the damage event and submit the relevant documents.
5. If the liability claim is litigated, the insured person must leave the conduct of the proceedings to the insurers, grant power of attorney to the lawyer appointed or designated by the insurers and provide all clarifications deemed necessary by the lawyer or the insurers.
6. The insured person must file an objection or take the necessary legal remedies against court or state orders for compensation in due time and without waiting for the insurers' instructions.
7. If, as a result of changed circumstances, the insured person acquires the right to demand the cancellation or reduction of an annuity payable, the insured person is obliged to have this right exercised by the insurers on his/her behalf. The provisions under No. 4 to 6 shall apply accordingly.
8. The insurers shall be deemed authorized to make all declarations on behalf of the insured person that it deems appropriate for the settlement or defense of the claim.
9. In the event of a breach of one of the aforementioned obligations, § 5 No. 2 of the General Provisions shall apply accordingly.

### H. Travel accident insurance

#### § 1 Subject of insurance

1. The insurers shall provide insurance benefits if an accident during the trip leads to the death or permanent disability of the insured person.
2. An accident is deemed to have occurred if the insured person



- a) involuntarily suffers a health impairment as a result of a sudden external event acting on his/her body;
- b) dislocates a joint or pulls/tears muscles, tendons, ligaments or capsules as a result of increased force;
- c) suffers damage to his/her health during lawful defense or during efforts to save human life, animals or property;
- d) suffers health damage that is typical for diving (e.g. caisson disease, ear-drum injury);
- e) involuntarily suffers damage to his/her health as a result of the gradual exposure to gases and vapors. Excluded are health impairments that are considered occupational and industrial illnesses.

## § 2 Death of the insured person

If the accident leads to the death of the insured person within one year, the agreed sum insured is paid out to the heirs.

## § 3 Disability benefit

1. If the accident leads to a permanent impairment of the physical or mental ability (disability) of the insured person, a claim arises from the sum insured for the case of disability. The disability must have occurred within one year of the accident and must have been medically diagnosed and claimed at the latest before the expiry of a further three-month period.
2. The amount of the benefit depends on the degree of disability.
  - a) Should the insured person lose partial or complete functional incapacity of the parts of the body and sensory organs listed below, the following degrees of disability shall apply exclusively:
    - an arm 70%
    - a hand 55%
    - a thumb 20%
    - a finger 10%
    - a leg 70%
    - a foot 40%
    - a toe 5%
    - an eye 50%
    - hearing in one ear 30%
    - olfactory impairment 10%
    - taste impairment 5%
    - speech impairment 50%
  - b) In case of partial loss or impairment of function, the corresponding part of the respective percentage shall apply.
  - c) For other parts of the body and sensory organs, the degree of disability is determined by the extent to which normal physical or mental functioning is impaired as a whole. Only medical aspects are to be taken into account.
  - d) If the accident impairs several body parts or sensory organs, the degrees of disability determined in accordance with the above provisions shall be added together up to 100%.
3. If the accident affects a physical or mental function that was previously permanently impaired, a deduction will be made in the amount of this previous disability, which is to be calculated according to No. 2.
4. There is no entitlement to disability benefits if the insured person dies as a result of the accident within one year of the accident.

5. If the insured person dies from causes unrelated to the accident within one year of the accident or later than one year after the accident and a claim for disability benefits had arisen, benefits shall be paid according to the degree of disability that would have been expected on the basis of the most recent medical findings.

## § 4 Payment of the disability benefit

1. Prior to the completion of treatment, a disability benefit can only be claimed up to the amount of the death benefit within one year of the occurrence of the accident. The disability benefit is calculated on the basis of the agreed sum insured and the degree of accident-related disability determined in accordance with § 3 para. 2 a).
2. As soon as the insurers have received the documents that must be submitted on the completion of the treatment necessary to assess the disability, the insurers will declare within three months whether and to what extent they will recognize a claim.
3. The insured person and the insurers are entitled to have the degree of disability reassessed by a doctor annually, for a maximum of three years after the accident occurred. This right must be exercised by the insurer with the declaration according to No. 2 and by the insured person within one month from receipt of this declaration. If the final assessment results in a higher disability benefit than the insurers have already provided, the additional amount shall bear interest at the rate of 5% per annum.

## § 5 Exclusions / limitations

The following are not covered

- a) Accidents due to mental disorders or unconsciousness, strokes or convulsive seizures, and pathological disturbances caused by mental reactions;
- b) Accidents caused by alcohol- or narcotic-induced impairment of consciousness;
- c) Accidents whose cause is associated with the operation of an aircraft. Cover is, however, still provided as a passenger of an airline;
- d) Accidents that befall the insured person while intentionally committing a criminal act;
- e) Damage to health caused by therapeutic treatments, radiation and infections, unless these are caused by the accident.

## § 6 Non-insurable group of persons

Persons who are in need of intensive care within the meaning of compulsory long-term care insurance are not insurable despite payment of premiums. The insurance coverage expires as soon as the insured person is no longer insurable due to the aforementioned reasons.

All administration, contracts and claims are handled for the lead insurer Helvetia Versicherungs-AG and other participating insurers:

### MDT travel underwriting GmbH

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## Glossary

### for insurance terms and conditions for travel insurance from MDT travel underwriting GmbH for Helvetia Versicherungs-AG and other participating insurers (VB MDT 2022-H):

#### Abroad

Germany and the country in which the insured person has a permanent place of residence or in which the insured person regularly spends more than 3 months a year are not considered to be abroad. When taking out the insurance, the nationality of the insured person is not decisive, but rather the place of conclusion of the insurance agreement in Germany. Trips that are not booked in Germany are also covered by insurance.

#### Act of God

Acts of God are triggered by the forces of nature. These include lightning strike, fire, explosions, earthquakes, volcanic eruptions, storms, avalanches, flooding and rockslides/landslides.

#### All Risks

The term "All Risks" describes the insured scope of coverage. Insurance coverage exists in principle against all provable and verifiable risks/events that lead to a sudden and unforeseeable loss, in this case curtailment or cancellation of a trip, unless an exclusion has been agreed with in the framework of the conditions. The extended scope of coverage must be separately concluded and shown on the booking confirmation/insurance certificate.

#### Baggage

Baggage includes all personal items with which a person is traveling, including gifts and souvenirs.

##### – Surrendered

Surrendered baggage is all baggage placed in the care of a transport company, a place of accommodation or a storage facility (including the safe in a hotel room, for example).

##### – Carried

Carried baggage is all baggage that has not been surrendered or placed in the care of a transport company, and is physically on the insured person (carry-on baggage, for example).

#### Cancellation

If a trip is cancelled before departure or not commenced, this is considered a cancellation. School or college.

#### Caregivers

Caregivers are persons providing care to family members of the insured person who are either minors or otherwise require care, whether they are travelling or not.

#### Check-ups

Check-ups are regular medical assessments carried out to determine the patient's health status (these include urine tests, a physical exam including listening to the heart and checking the joints, measuring blood pressure, ECG, etc.). They are not carried out in response to a particular occurrence (such as the emergence of complications or complaints, or follow-up checks required after an operation), nor do they serve to treat the illness (such as facilitating or accelerating recovery, remedying or mitigating symptoms, restoring physical or mental function through the direct or indirect intervention of doctors, therapists, medical personnel and/or the prescription of medications or other therapeutic measures).

#### Commencement of the trip

For the purposes of travel cancellation insurance, the trip is considered to have commenced when the first booked travel service is received. For the purpose of travel cancellation insurance, the following specifically constitute commencement:

- For flights: checking in (or the passenger security check on the day of travel if check-in was carried out the prior evening),
- For travel by ship: checking in on board the ship,
- For travel by bus: boarding the bus,
- For travel by rail: boarding the train,
- For travel by car: the handover of a rental car or mobile home,
- For travel with own car: receipt of the first booked travel service, for example handover of the booked vacation apartment.
- If a transfer service (such as rail & fly) constitutes an integral part of the trip as a whole, the trip commences with the transfer trip (boarding the vehicle for transfer, e.g. train). – For all other forms of travel insurance, the trip commences upon departure from the insured person's home.
- Delayed commencement of travel  
The commencement of travel is considered delayed if an insured event occurs that causes delay, or if a means of public transportation is delayed by at least two hours.

#### Employment relationship

The insurance cover includes employment relationships subject to social security contributions with a weekly working time of at least 15 hours. They must be designed to last at least one year.

#### Fair value

Fair value is the amount generally required to obtain new items of the same type and quality, less an amount reflecting the condition of the insured item (age, wear and tear, use etc.).

#### Family/couple

A couple is defined as two adults, regardless of gender and regardless of whether they are related to each other or have a common place of residence. A family consists of a maximum of two adults, and any children 26 years of age or younger, as long as they are students. A small group (e.g. two teachers with students or a similar combination) is not considered a family. The trip price is the total trip price of the family/couple. All insured persons must be named in the travel booking.

#### Family members

Family members include the spouse or civil or domestic partner, children, parents, adopted children, adoptive parents, step-children, step-parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, sons/daughters-in-law and brothers/sisters-in-law of the insured person. There are generally no limits on the degree of relatedness. However, the existence of a relationship must be substantiated.

#### Force majeure

Force majeure applies when the event causing damage is external, i.e. does not stem from the nature of the object at risk (objective precondition), is unforeseeable, does not demonstrate any operating relationship and the event could neither have been averted nor made harmless even by exercising the most extreme, reasonably expected degree of care (subjective precondition). Force majeure generally requires the completely unexpected occurrence of such an event.

#### Gross negligence

Actions are considered grossly negligent if the perpetrator "does not apply the necessary care in a particularly extreme manner, disregards even the simplest, most obvious considerations and disregards what should be evident to everyone under the given circumstances". Grossly negligent actions are inexcusable breaches of duty that significantly exceed the usual measure.

#### Identity papers

Identity papers are official documents that can be used to prove your identity, such as identification card, passport, driver's license, etc. Identity papers are generally the property of the respective issuing state or country. The official fees for replacing identity papers are reimbursed.

#### Insured event

An insured event exists if the booked and insured trip cannot be carried out in whole or in part because the insured person or a risk person is affected by an insured event under II. Special provisions §2.

#### Insured interest

The value relationship of a specific person to an insured item, a legal position or another specific good. In travel insurance, the insured interest is the insured trip.

#### Insured persons

Insured persons are the group of people listed by name on the booking confirmation/invoice or the payment receipt, or the group of persons described in the insurance certificate/travel booking confirmation.

#### Illness (unexpected severe illness)

An illness is considered unexpected if it occurs for the first time after the insurance is taken out. Worsening of existing illnesses is considered unexpected if there was no medical treatment in the six months prior to taking out the insurance; check-ups are exempted. An illness is severe if the health impairment is so severe that the trip cannot proceed as planned. This must be determined and certified by a doctor before or at the time of cancellation.

#### Pre-existing conditions (ongoing illnesses)

A pre-existing condition is an illness suffered at the time of concluding the contract and of which the insured person was aware. This includes all chronic illnesses, but also illnesses that occur in acute episodes such as multiple sclerosis or AIDS, etc., as well as chronic mental illnesses.

#### Medical necessity

A treatment measure is considered a medical necessity if it is medically necessary according to objective medical assessments and scientific knowledge at the time of the treatment. Medical services or treatments are therefore only deemed a medical necessity or appropriate if

- they are required in order to diagnose or treat the condition, illness or injury of a patient;
- the symptoms, diagnosis and treatment correspond to the underlying illness;
- these services and treatments constitute the most appropriate type and level of medical care;
- these services and treatments are only carried out for an appropriate period of time.

#### Medical transport

Medical transport is any transport carried out in an ambulance with professional medical care provided by trained personnel.

#### Medically reasonable

The assessment of medically reasonable and justifiable return transport is carried out by a consulting physician from the insurer (if necessary in consultation with the treating physician of the customer in Germany) in coordination with the treating physician in the destination country. This takes place e.g. when the chances of healing and recovery in Germany are better than in the travel destination.

#### Necessary and reasonable additional costs

Necessary and reasonable additional costs are costs arising from an unavoidable situation and based on the originally booked type and quality of the insured travel service.

#### Object

Objects include vacation homes and apartments, mobile homes, rental cars, houseboats, chartered yachts, motorail trains and ferries. These are insured as part of the total travel price with the family/object rate.

#### Order or measures of state authority

Directives or orders from higher authority refer to legal or illegal acts of state. Acts of higher authority are measures exercising state authority, examples of which include: Confiscation of exotic souvenirs by customs or refusal of entry due to lack of mandatory entry documents, blocking of public transport, other official orders or measures, e.g. quarantine measures. The same applies to orders by authorized third parties due to a legal basis (e.g. ordinance).

#### Persons at risk

For higher travel prices from 10,000.00 euros to 25,000.00 euros, only the insured persons themselves are considered insured as risk persons in accordance with II Part A § 2 clause 6, but not the family members.

#### Proof

In principle, all insured events must be substantiated in writing by means of appropriate evidence and confirmations. Suitable proof includes insurance and booking confirmations, cancellation invoices, medical and specialist medical certificates and certificates of incapacity for work, confirmations or documents from public offices, authorities, tour operators and service providers, employers, embassies, relevant professionals and other entities applicable to this list.

#### Public transportation

Public transportation refers to all air, land or sea vehicles authorized to carry members of the public. Means of transport that operate tours are not considered public transportation; nor are rental cars or taxis.

#### Reasonable

The trip is reasonable if, according to objective standards, taking the trip is acceptable, agreeable, tolerable or feasible from the point of view of an average person in the traveler's situation. Purely subjective perceptions are not to be taken into account.

#### Rebooking

A rebooking is insured within the scope of rebooking fee protection if a change in the travel date, destination, travel participant, place of departure, accommodation or type of transport is made within the booked season up to a maximum of 42 days before departure. In the event of a more short-term change to a booking (fewer than 42 days prior to departure), rebooking fees charged by the tour operator in case of an insured event are insured up to a maximum of the cancellation fees incurred in connection with the travel cancellation insurance.

#### Reluctance to travel/pure loss of interest

Lack of desire/need and motivation to start the booked trip despite reasonableness.

#### School or college

Schools are all educational establishments that are suitable for completing statutory compulsory schooling, as well as establishments that lead to a qualified certificate of secondary edu-

cation, a school-leaving certificate, general qualification for university entrance, specific qualification for university entrance or any other certificate of education recognized by the relevant national laws on school education; all technical colleges and universities offering academic degrees; occupational training (vocational) schools and schools at which a title (e.g. Master Craftsman) can be achieved that is recognized by the chambers of industry and commerce or chambers of trade following a specified period of vocational practice.

#### Seismic phenomena

Changeable, reversible deformation of the earth or its rocks and rock formations, e.g. earthquakes, seaquakes (submarine earthquakes), etc.

#### Terrorism

Terrorism is the systematic spreading of fear and terror through acts of violence, particularly in pursuit of political goals, for example.

#### Travel service

Travel services include, for example, booking a flight, a boat, bus or train trip, a bus transfer or other transport to or from the vacation destination, or booking a hotel room, a vacation apartment, a mobile home, a houseboat or the charter of a yacht. The travel service is documented on the booking confirmation and assigned a price.

#### Trip interruption

A trip is deemed to be interrupted if the insured person has to briefly interrupt their stay at the vacation destination due to an insured event, but ends the trip as planned.

#### Trip termination

A trip is considered to have been terminated if the insured person ends their stay at the travel destination and returns home.

#### Without delay

Without culpable hesitation. Particularly after the occurrence of an insured event covered by travel cancellation insurance, cancellation should be effected as early as possible in order to keep the cancellation fees as low as possible, bearing in mind the respective staggered cancellation fees charged by the tour operator or service provider (duty to minimize cost). Please also use our free Cancellation Information Service.

## Explanations

Insurance coverage exists, among other things, if taking the scheduled trip is unreasonable due to an unexpected severe illness. We want you to have a good understanding of your insurance. For this reason we will explain the technical term "unexpected severe illness" and give you examples. Please note that the examples are not exhaustive.

#### "unexpected severe illness"

An unexpected severe illness is covered by insurance. The illness must be "unexpected" and "severe". First we will define the criterion "unexpected" and then provide examples of "severe" illnesses.

**Case 1:** Every illness that occurs for the first time after taking out insurance and booking a trip is considered unexpected.

**Case 2:** The insurance also covers the recurrence of an illness if no treatment has been carried out for this illness in the last 6 months before taking out the insurance or, if the insurance was already taken out, before booking the trip.

**Case 3:** Insofar as no treatment has been carried out for an existing illness in the last 6 months prior to taking out the insurance or if the insurance was already taken out before booking the trip, the unexpected worsening of this illness is also insured. Regular medical examinations to determine health status do not count as treatment. The examinations are not carried out for a specific reason and are not for treating the disease.

#### Examples of severe illnesses that can make the trip unreasonable (not exhaustive):

- the health impairment as certified by a physician is so severe that the insured person cannot experience the planned primary travel service due to symptoms and pain from the illness,
- the presence of the insured person is required due to the medically certified illness of a risk person.

#### Examples of an "unexpected severe illness" (not exhaustive):

- The insured person takes out insurance for a booked trip. Shortly before the start of the trip, she suffers a heart attack for the first time.
- The mother of the insured person is diagnosed with pneumonia after taking out insurance and booking the trip. Due to the illness, the mother is dependent on the care of the insured person.
- The insured person has an allergy at the time the insurance is taken out. No treatment has been carried out for this illness in the last 6 months before taking out the insurance or, if the insurance was already taken out, before booking the trip. The insured person has a strong allergic reaction before starting the trip. This was certified by the doctor. Because of the severity of the allergic reaction, the insured person cannot use the primary planned travel service.

#### Not all possible cases are insured. Example in which there is no "unexpected severe illness" (not exhaustive):

- The insured person suffers from an illness in which acute episodes are a characteristic feature of the course of the disease (e.g. multiple sclerosis, Crohn's disease). A treatment has been carried out for this illness in the last 6 months before taking out the insurance or, if the insurance was already taken out, before booking the trip. Therefore this illness is not insured.