

**Terms and Conditions for Travel Health Insurance for Students
provided by HanseMerkur Reiseversicherung AG VB-KV 2008 (S)**

**A: General Part
(valid for the tariffs AP Basic, AP Profi and
AP Premium listed in Part B)**

§ 1 – Insured Persons and Insurability

1. Insurance coverage shall extend to the persons specified by name in the insurance policy, for which the agreed insurance premium has been paid.
2. Insurance coverage can be provided to pupils, language students, college and university students, scholarship holders, or postgraduate students up to the age of 35 (35th birthday), if they fall into any of the following categories:
 - a) persons of foreign nationality with permanent residence abroad during a stay in the Federal Republic of Germany;
 - b) persons of German nationality with permanent residence in the Federal Republic of Germany as well as citizens from EU member states with permanent residence in the Federal Republic of Germany during a stay abroad;
 - c) persons of any other nationality during a stay abroad, provided that they have had their permanent residence in the Federal Republic of Germany for at least two years.
3. No insurance coverage can be provided to persons who need permanent care and to mentally disabled persons, even if premiums have been paid. A person needing permanent care shall be deemed to be any person who needs assistance for most everyday chores.

§ 2 – Conclusion and Termination of Insurance Contract

1. Application for conclusion of an insurance contract must be filed prior to the beginning of the trip abroad and/or within 31 days after entry into the Federal Republic of Germany. Upon request, proof of the date of entry into the Federal Republic of Germany and/or of the date of leaving the territory of the Federal Republic of Germany must be submitted. Conclusion of an insurance contract shall not be possible after the beginning of the trip abroad and/or after expiry of a period of one month after entry into the Federal Republic of Germany.
2. The contract shall become effective as soon as the insurer has received the properly completed application form that it provided and as soon as the insurer has sent a confirmation of insurance to the policyholder. The application form shall be deemed properly completed only if all required data have been fully and completely entered.
3. For any person not fulfilling the criteria of insurability as specified in § 1 item 3 of the present Terms and Conditions the insurance contract shall not become effective, not even through payment of the premium. Should, however, a premium be paid for a person who cannot be insured, the amount of the premium shall be at the sender's disposal.
4. The insurance contract must be concluded for the entire duration of the stay.
5. The maximum period of insurance shall be five years.
6. Should the duration of the stay be extended within the maximum period of insurance, the originally agreed contract period can be prolonged only by a subsequent contract, if the application form for the subsequent contract has been submitted to HanseMerkur prior to expiry of the original contract period and if HanseMerkur has expressly consented thereto.

In the case of prolongation of the contract period, insurance coverage shall be provided only with respect to those insured events, diseases, complaints and their consequences that occur after application for prolongation of the contract period (date and time of postmark).
7. Should the policyholder and the insured person not be identical, any termination by the policyholder shall be effective only if the insured persons affected by the termination have been notified thereof and if the policyholder furnishes proof of the notification. The insured persons affected by the termination shall be entitled to continue the insurance contract by naming a future policyholder. Any such declaration must be made within two months after receipt of termination.

8. The legal provisions concerning the right to terminate without cause shall not be affected by the agreements made as specified above.
9. The insurance contract shall end
 - a) at the agreed point in time;
 - b) upon death and/or departure of the policyholder from the Federal Republic of Germany. However, the insured persons shall be entitled to continue the insurance contract by naming a future policyholder. Any such declaration must be made within two months after the death and/or departure of the policyholder.
 - c) upon termination of the temporary stay of the insured person in the Federal Republic of Germany and/or abroad;
 - d) if the criteria concerning a temporary stay in the Federal Republic of Germany and/or abroad are no longer fulfilled, i.e.:
 - if the insured person has decided to live in the Federal Republic of Germany and/or abroad permanently or
 - if the insured person finally returns to his/her mother country
 - e) if the criteria of insurability of the insured person are no longer fulfilled.

§ 3 – Premium

1. Payment of first premium:
 - a) Payment of the first premium shall be due upon commencement of the contract period.
 - b) In the event of failure of payment of the first premium within due time, the insurer shall be entitled to withdraw from the contract for the time payment has not been effected, unless failure of payment is due to reasons beyond the policyholder's control.
 - c) Should the first premium not have been paid upon occurrence of an insured event, the insurer shall be released from its obligation to provide compensation, unless failure of payment is due to reasons beyond the policyholder's control.
2. Payment of subsequent premium:
 - a) In the event of failure of payment of the subsequent premium within due time, a payment reminder shall be sent by the insurer to the policyholder, setting a term of payment of two months.
 - b) Should an insured event occur after expiry of the term of payment and should, upon occurrence of the insured event, the policyholder be in arrears in the payment of any premium, interest, or costs, the insurer shall be released from its obligation to provide compensation.
 - c) The insurer links the set term of payment of two months to the termination of the contract to the end of said term of payment. Termination of the contract shall become effective upon expiry of the term of payment if, at this point in time, the policyholder is still in arrears in the premium payment.
 - d) The termination shall become ineffective if the policyholder effects payment within one month after the termination has become effective. Subparagraph b) shall not be affected thereby. The same shall apply if the insured person names a new policyholder within two months after receipt of the notification of termination and if the new policyholder has paid the outstanding amount of premium. Subparagraph b) shall not be affected thereby.

§ 4 – Scope, Commencement, Duration, and End of Insurance Coverage

1. Scope
 - a) HanseMerkur offers insurance coverage on the basis of the present Terms and Conditions for insured persons who are staying in the Federal Republic of Germany or abroad only temporarily for travelling purposes.
 - b) Upon occurrence of an insured event in the native country of the insured person no insurance coverage shall be provided. For the purposes of the present Terms and Conditions, the native country shall be the country of which the insured person is a permanent resident and/or citizen.

c) In deviation from the provisions stipulated under b), insurance coverage shall be provided also in the home country of the insured person on the following conditions:

- In the case of an insurance contract concluded for a minimum period of one year, insurance coverage shall be provided also in the event of a temporary return to the home country of the insured person. Insurance coverage provided in the home country shall be limited to a maximum of six weeks for all stays in the home country per insured year. For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract. In the event of any benefits being payable by the insurer, the insured person shall be obligated, upon the insurer's request, to furnish proof of the start and end of each trip back to the home country during the contract period. Please cf. also § 8 item 1 e).

2. Commencement

Insurance coverage shall commence at the point in time specified in the insurance certificate (commencement of insurance coverage), however,

- a) not before the insurance contract becomes effective;
- b) not before entry into the Federal Republic of Germany and/or leaving the territory of the Federal Republic of Germany;
- c) not before payment of the premium;
- d) not before expiry of any qualifying periods.

3. Termination

Insurance coverage shall end, even in pending cases of insured loss,

- a) at the agreed point in time;
- b) upon termination of the insurance contract;
- c) upon termination of the insured person's temporary stay in the Federal Republic of Germany and/or abroad;
- d) if the criteria of insurability of the insured person are no longer fulfilled.

4. Subsequent liability

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

§ 5 – Object of Insurance Coverage and Scope of Obligation to Provide Compensation

I. General

1. HanseMerkur shall provide compensation for any insured event occurring as a result of acute illness or accident during the trip.
2. Insured event shall mean any event of curative medical treatment of an insured person required due to illness or the consequences of an accident. The insured event shall begin at the time of curative treatment and shall end if, according to medical evidence, medical treatment is no longer required. In the event that curative treatment must be extended to an illness or the consequences of an accident which are not causally related to the previously treated illness or consequences of an accident, this shall constitute a new insured event. Insured event shall mean also
 - a) any medical examination or medically required treatment because of pregnancy, unless said pregnancy already existed prior to the beginning of insurance coverage;
 - b) death.
3. The scope of insurance coverage shall follow from the insurance certificate and, if applicable, any specific written agreements as well as from the present Terms and Conditions and the statutory provisions of the Federal Republic of Germany.
4. In the Federal Republic of Germany, the insured person shall have the right to see an established and licensed physician or dentist of his/her choice. When abroad, the insured person shall have the right to choose a physician or dentist who is legally recognized and licensed in the country in which they practice, provided that the chosen physician or dentist invoices in accordance with the official scale of medical fees for physicians and dentists as amended, if any, or in accordance with local custom.

5. Medications, dressing material, remedies, and aids must be prescribed by the treating physician as specified in item 4 and must be obtained from a pharmacy. Medications shall not, even not if medically prescribed, include nutriment, tonics, mineral water, disinfectants, cosmetic products, diet food, baby food, etc.

6. In the case of medically required in-patient treatment in hospital, the insured person shall have the right to choose between a public or private hospital, provided that they are subject to permanent medical supervision, providing sufficient diagnostic and therapeutic facilities, maintaining medical records that neither provide curative or sanatorium treatment nor accept reconvalescents.

7. Within the contractual scope of insurance coverage, the insurer shall pay for medical examinations or treatment methods and medications which are largely recognized by classical medicine in Germany. Moreover, the insurer shall pay for any methods and medications that have proven to be successful in practice or that are used because no other methods or medications of classical medicine are available. However, the insurer shall be entitled to reduce its benefits to the amount that would have accrued if methods or medications of classical medicine had been available.

8. Within the contractual scope of insurance coverage, the insurer shall reimburse any repatriation and funeral costs in the event that the death of an insured person has been caused by an event falling within the scope of insurance coverage.

II. Qualifying periods

1. The qualifying periods shall be calculated from the day of the beginning of the insurance contract and, in the case of subsequent contracts, from the day of the beginning of the subsequent contract.
2. The qualifying period for deliveries shall amount to eight months.

III. Cost of curative treatment

For reimbursement of any cost of curative treatment, please cf. the relevant tariff in Part B of the present Terms and Conditions.

IV. Repatriation and Funeral Costs

For reimbursement of repatriation and funeral costs, please cf. the relevant tariff in Part B of the present Terms and Conditions.

§ 6 – Limitation of the Insurer's Obligation to Indemnify

1. The insurer shall have no duty to indemnify the insured person
 - a) for any treatment of diseases abroad which is the sole reason or one of the reasons for the trip journey and for treatment for which it was clear, at the outset of the journey, that, assuming the trip was carried out as planned, it (the treatment) would be necessary. Or unless the journey had been undertaken due to the death of the spouse or a first-degree relative;
 - b) for illnesses and complaints known to the insured person at the time of conclusion of contract, or of conclusion of a follow-up contract, and their foreseeable consequences, or for the foreseeable consequences of illnesses and accidents of the insured person treated within a period of six months prior to the conclusion of contract;
 - c) for treatment of tuberculosis, diabetes, tumours, and dialytical treatment, if the disease and/or the necessity for treatment already existed prior to the beginning of insurance coverage;
 - d) for treatment and examinations because of pregnancy, if said pregnancy existed prior to the beginning of insurance coverage, unless otherwise stipulated in the relevant tariff;
 - e) for any diseases, including their consequences, as well as for the consequences of an accident and for cases of death caused by strike, war, war-like events, nuclear energy or the active participation in civil unrest and not expressly covered by the insurance policy;
 - f) for any diseases or accidents, including their consequences, resulting from wilful intent;
 - g) for out-patient therapeutic treatment in a spa or health resort;
 - h) for rehabilitation measures, unless otherwise specified in the relevant tariff;

- i) for drug-withdrawal treatment, including withdrawal cures;
 - j) for out-patient therapeutic treatment in a spa or health resort. This limitation shall not apply if therapeutic treatment is required due to an accident which has taken place abroad. In the event of a disease, the insurer shall have no duty to indemnify if the stay of the insured person in the spa or health resort lasted only for a short period of time and did not serve any curative purposes.
 - k) for treatment of spouses, parents or children. Documented material costs shall be reimbursed according to tariff.
 - l) for treatment of persons with whom the insured person lives, together within his/her own family or the guest family. Documented material costs shall be reimbursed according to tariff.
 - m) for treatment or accommodation due to infirmity, nursing care or institutionalisation;
 - n) for psychoanalytic and psychotherapeutic treatment;
 - o) for immunization measures;
 - p) for medical aids and appliances;
 - q) for treatment due to disturbances and defects of reproductive organs, including sterility, artificial insemination and corresponding preventive medical examinations and follow-up treatment;
 - r) for treatment of HIV infections and their consequences;
 - s) for dental prosthesis, pivot teeth, inlays, crowns, orthodontic treatment, implants, and gnathological measures;
 - t) for suicide, attempted suicide and their consequences;
 - u) for organ donations and their consequences.
2. HanseMerkur shall be released from its obligation to compensate, if
 - a) the event of damage or loss has been caused intentionally by the policyholder and/or the insured person;
 - b) the policyholder and/or the insured person attempts to fraudulently misrepresent to HanseMerkur any circumstances which are material to the basis of the amount of the insurance benefit.
 3. Should curative treatment exceed the medically required level, the insurer can reduce its benefits to an appropriate amount.
 4. Should a claim exist for benefits from a statutory accident or pension insurance or from statutory medical care or accident care, the insurer can deduct the statutory benefits from the insurance benefits.

§ 7 – Obligations and Consequences resulting from the Violation of Obligations

1. Upon occurrence of an insured event, the policyholder and the insured person shall be obligated:
 - a) to keep damage at a minimum and to avoid anything that might cause unnecessary increase in costs;
 - b) to notify HanseMerkur of said damage without undue delay, at the latest, however, after completion of the trip;
 - c) to permit HanseMerkur to undertake any reasonable investigation into the cause and the amount payable, to provide any relevant information, to furnish original receipts, and, in the case of death, to submit the death certificate;
 - d) to immediately contact HanseMerkur in the event of any in-patient treatment and prior to taking any comprehensive diagnostic and therapeutic measures.
2. Upon the insurer's request, the insured person shall be obligated to undergo a medical examination performed by a physician appointed by HanseMerkur.
3. Consequences in the event of violation of obligations
Should the policyholder or the insured person intentionally violate any of the contractually agreed obligations, HanseMerkur shall not be obligated to pay compensation. In the event of any grossly negligent violation of an obligation, HanseMerkur shall be entitled to reduce benefits to an extent which corresponds to the seriousness of the violation committed by the policyholder/insured person. The burden of proof with respect to the non-existence of any gross negligence shall lie with the policyholder.

§ 8 – Payment of Insurance Benefits

1. The insurer shall be obligated to pay benefits only if the following proof of evidence (passing into the ownership of the insurer) has been furnished:
 - a) original receipts indicating the name of the treating physician, the disease and the services rendered by the treating physician, including type, place and period of treatment. Should there exist any other insurance policy providing coverage for costs of curative treatment and should claims be submitted under said insurance policy first, it shall be sufficient to furnish as evidence a copy of the original invoice containing a note on reimbursement of claims.
 - b) Prescriptions are to be submitted along with the physician's invoice, and the invoice for curative measures or aids is to be submitted along with the physician's prescription.
 - c) the death certificate and a medical certificate indicating the cause of death in the event that repatriation and funeral costs are to be paid;
 - d) upon the insurer's request, proof of evidence of the beginning and end of every stay in a member state of the European Union as well as in Switzerland and Liechtenstein;
 - e) upon the insurer's request, proof of evidence of the beginning and end of every stay in the home country;
 - f) upon the insurer's request, proof of evidence of any health insurance contracted during the stay in the Federal Republic of Germany which provides insurance coverage for the Federal Republic of Germany.
2. One month after giving notice of a claim, the insured person may demand partial payment of the minimum amount owed according to the current state-of-affairs. The running of this period of time shall be suspended as long as HanseMerkur is prevented from examining the claim due a fault on the side of the policyholder and/or the insured person.
3. Within the framework of examining the benefit claims, it may be required for HanseMerkur to obtain person-related health data within the limits of the law. Should the policyholder and/or the insured person refuse to consent to any such data retrieval, and should, HanseMerkur as a result be unable to finally establish the amount and scope of insurance benefits, maturity of payment will be suspended. The same shall apply if the relevant institutions or persons are not released from their obligation to keep secrecy vis-à-vis HanseMerkur.
4. Any costs incurred in a foreign currency shall be converted into the currency applicable in the Federal Republic of Germany at the exchange rate applicable on the day the receipts are received by the insurer. For traded currencies, the exchange rate of the day is the official exchange rate quoted in Frankfurt/Main; for untraded currencies, the exchange rate quoted in the latest issue of "Currency of the World" published by the German Federal Bank in Frankfurt/Main shall be used, unless proof can be furnished that the foreign currency used to pay the bills was bought at a higher exchange rate.
5. The amount of benefits payable may be reduced by the amount corresponding to additional expenses incurred due to credit transfers abroad made by the insurer or due to special means of credit transfer chosen by the insurer upon the policyholder's request.
6. Claims to insurance benefits can be neither assigned nor pledged.
7. Any claims arising from this insurance policy come under the statute of limitations after three years. The limitation period shall begin to run at the end of the year in which payment of benefits can be requested.

§ 9 – Compensation from other Insurance Contracts and Claims against Third Parties

1. If, in the case of an insurance event, compensation can be claimed from another insurance contract, the other contract shall have priority over this contract. This shall also apply if in any of said insurance contracts subordinate liability has been agreed, irrespective of the point in time the insurance contract was concluded. If the insured event is first reported to HanseMerkur, HanseMerkur will pay in advance and contact the other insurer directly for the purpose of cost sharing. HanseMerkur will waive the sharing of costs with a private health insurance company, if

this results in any disadvantages to the insured person, such as loss of a premium refund.

2. Claims asserted by the policyholder and/or the insured person against third parties shall be transferred to HanseMerkur to the extent provided by law, if HanseMerkur has settled the claim. If required, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment. The insurer shall not be obligated to pay before any such declaration of assignment has been received. The insurer's obligation to indemnify shall be suspended until submission of a declaration of assignment.
3. Claims asserted by the policyholder and/or the insured person against treating physicians due to excessive fees shall be transferred to HanseMerkur to the extent as provided by law if HanseMerkur has reimbursed the respective statement of fees. If required, the policyholder and/or the insured person shall be obligated to assist the insurer in enforcing the claims. In addition, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment.

§ 10 – Offsetting of Claims

The policyholder can offset claims against claims on the part of the insurer only insofar as counterclaims are uncontested or have been recognized by declaratory judgment.

§ 11 – Declarations of Intent and Notices

Declarations of intent and notices vis-à-vis the insurer must be made in writing.

§ 12 – Applicable Law, Contract Language

German law shall apply insofar as permitted by international law. The contract language shall be German.

§ 13 – Participation in Surplus

The present insurance policy shall give no right to participate in surplus.

B: Special Part of the Terms and Conditions for Travel Health Insurance for Students provided by HanseMerkur Reiseversicherung AG VB-KV 2008 (VB S 08 KV)

Basic Tariff

I. Cost of Curative Treatment

1. The insurer shall reimburse any cost of medically required curative treatment incurred
 - a) during a stay in the Federal Republic of Germany up to the so-called threshold values of the German Scale of Medical fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The so-called threshold value applicable to
 - services rendered in accordance with the GOZ shall be 2.3 times the rate of the GOZ;
 - services rendered in accordance with No. 437 and Section M (laboratory services) of the GOÄ shall be 1.15 times the rate of the GOÄ;
 - services rendered in accordance with Section A, E and O (technical services) shall be 1.8 times the rate of the GOÄ;
 - any other services rendered in accordance with the GOÄ shall be 2.3 times the rate of the GOÄ;
 - b) during a stay outside Germany to the extent as invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
 - a) medical treatment including medical examination and treatment during pregnancy if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
 - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance

contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist.

- c) medically prescribed medications and dressing material;
 - d) medically prescribed radiation, light and other physical treatments;
 - e) medically prescribed massages, medical poultices and inhalation devices up to a maximum amount of EUR 250.00 per insured year;
 - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
 - g) X-ray diagnostics;
 - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any optional services (treatment provided by private physicians);
 - i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
 - j) urgent surgery;
 - k) medically indicated rehabilitation measures;
 - l) deliveries after expiry of the qualifying period.
3. Cost of dental treatment
In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for:
 - a) painkilling and preserving dental treatment, including simple fillings, up to an invoice amount of EUR 250.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 50%, up to a maximum of EUR 1,000.00 per insured year;
 - b) measures for restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 1,000.00 per insured year.For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract, including any prolongations of contract.

II. Return Transport, Repatriation and Funeral Costs

The insurer shall – except in the case of any stay in the home country in accordance with § 1 item 2 of the foregoing provisions – reimburse the following.

1. any surplus costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required, if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed by the insurer if the accompaniment is medically indicated, officially ordered, or statutory for the transport agent;
2. in the event of death of an insured person any additional costs accruing from the return transport of the deceased person to his/her home country up to an amount of EUR 10,000.00;
3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00.

III. Subsequent Liability

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

VB S 08 Profi Tariff

I. Cost of Curative Treatment

1. The insurer shall reimburse any cost of medically required curative treatment incurred:
 - a) during a stay in the Federal Republic of Germany up to the so-called threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The so-called threshold value applicable to
 - services rendered in accordance with the GOZ shall be 2.3 times the rate of the GOZ;
 - services rendered in accordance with No. 437 and Section M (laboratory services) of the GOÄ shall be 1.15 times the rate of the GOÄ;

- services rendered in accordance with Section A, E and O (technical services) shall be 1.8 times the rate of the GOÄ;
 - any other services rendered in accordance with the GOÄ shall be 2.3 times the rate of the GOÄ;
- b) during a stay outside Germany to the extent as invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
- a) medical treatment including medical examination and treatment during pregnancy, if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
 - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist.
 - c) medically prescribed medications and dressing material;
 - d) medically prescribed radiation, light and other physical treatments;
 - e) medically prescribed massages, medical poultices and inhalation devices up to a maximum amount of EUR 500.00 per insured year;
 - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
 - g) X-ray diagnostics;
 - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any optional services (treatment provided by private physicians);
 - i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
 - j) urgent surgery;
 - k) medically indicated rehabilitation measures;
 - l) deliveries after expiry of the qualifying period.
3. Cost of dental treatment

In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for

- a) painkilling and preserving dental treatment, including simple fillings, up to an invoice amount of EUR 750.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 75%, up to a maximum of EUR 2,000.00 per insured year;
- b) dentures including measures of restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 1,500.00 per insured year;
- c) dentures that are required or must be repaired for the first time due to an accident, at a rate of 100% of the invoice amount, up to a maximum of EUR 2,500.00 per insured year.

For this purpose, an insured year shall be deemed to be a period of twelve months from the start of the insurance contract, including any prolongations of contract.

II. Return Transport, Repatriation and Funeral Costs

The insurer shall, except in the case of any stay in the home country in accordance with § 1 item 2 of the foregoing provisions, reimburse

1. any additional costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required, if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed, if the accompaniment is medically indicated, officially ordered and statutory for the transport agent.
2. in the event of death of an insured person, any additional costs accruing from the return transport of the deceased person to his/her home country up to an amount of EUR 10,000.00.

3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00.

III. Subsequent Liability

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

IV. Hospital Visit

Should it be obvious that the stay of an insured person in hospital lasts longer than 14 days, HanseMerkur shall, upon the insured person's request, organize one visit of a person close to the insured person to the location of the hospital and back to his/her place of residence and shall assume the cost of transportation for a return trip (simple class), provided, however, that at the time of arrival of the person close to the insured person the stay in hospital has not been completed yet.

VB S 08 Premium Tariff

I. Cost of Curative Treatment

1. The insurer shall reimburse any cost of medically required curative treatment incurred:
 - a) during a stay in the Federal Republic of Germany in accordance with the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ);
 - b) during a stay outside Germany to the extent invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
 - a) medical treatment including medical examination and treatment during pregnancy, if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
 - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist.
 - c) medically prescribed medications and dressing material;
 - d) medically prescribed radiation, light and other physical treatments;
 - e) medically prescribe massages, medical poultices and inhalation devices;
 - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
 - g) X-ray diagnostics;
 - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any optional services (treatment provided by private physicians);
 - i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
 - j) urgent surgery;
 - k) medically indicated rehabilitation measures;
 - l) deliveries after expiry of the qualifying period.

3. Cost of dental treatment

In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for:

- a) painkilling and preserving dental treatment including simple fillings up to an invoice amount of EUR 1,000.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 75%, up to a maximum of EUR 2,000.00 per insured year;
- b) dentures including measures of restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 2,000,00 per insured year;

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- c) dentures that are required or must be repaired for the first time due to an accident, at a rate of 100% of the invoice amount up to a maximum of EUR 2,500.00 per insured year.

For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract, including any prolongations of contract.

II. Return Transport, Repatriation and Funeral Costs

The insurer shall, except in the case of any stay in the home country in accordance with § 1 item 2 of the foregoing provisions, reimburse:

1. any additional costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed, if the accompaniment is medically indicated, officially ordered, or statutory for the transport agent.
2. in the event of death of an insured person any additional costs accruing from the return transport of the deceased person to his/her home country up to EUR 10,000.00.
3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00.

III. Subsequent Liability

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

IV. Hospital Visit

Should it be obvious that the stay of an insured person in hospital will be longer than 14 days, HanseMerkur shall, upon the insured person's request, organize one visit of a person close to the insured person to the location of the hospital and back to his/her place of residence and shall assume the cost of transportation for a return trip (standard class), provided, however, that at the time of arrival of the person close to the insured person the hospital stay has not yet been completed.

Terms and Conditions for Travel Insurance for Students
provided by HanseMerkur Reiseversicherung AG VB-RS 2008 (S)

A: General Part
(The following provisions of the General Part shall apply to all insurances specified in Part B.)

§ 1 – Insured Persons and Insurability

1. Insurance coverage shall extend to the persons specified by name in the insurance policy, for which the agreed insurance premium has been paid.
2. Insurance coverage can be provided to pupils, language students, college and university students, scholarship holders, or postgraduate students up to the age of 35 (35th birthday), if they fall into any of the following categories:
 - a) Persons of foreign nationality with permanent residence abroad during a stay in the Federal Republic of Germany;
 - b) Persons of German nationality with permanent residence in the Federal Republic of Germany as well as citizens from EU member states with permanent residence in the Federal Republic of Germany during a stay abroad;
 - c) Persons of any other nationality during a stay abroad, provided that they have had their permanent residence in the Federal Republic of Germany for at least two years.
3. No insurance coverage can be provided to persons who need permanent care and to mentally disabled persons, even if premiums have been paid. A person needing permanent care shall be deemed to be any person who needs assistance for most of the everyday chores.

§ 2 – Scope, Conclusion, and Termination of Insurance Contract

1. Application for conclusion of an insurance contract must be filed prior to the beginning of the travel abroad and/or within 31 days after entry into the Federal Republic of Germany. Upon request, proof of the date of entry into the Federal Republic of Germany and/or of the date of leaving the territory of the Federal Republic of Germany must be submitted. Conclusion of an insurance contract shall not be possible after the beginning of the travel abroad and/or after expiry of a period of one month after entry into the Federal Republic of Germany.
2. The contract shall become effective as soon as the insurer has received the properly completed application form that it provided, and as soon as the insurer has sent a confirmation of insurance to the policy holder. The application form shall be deemed to be properly completed only if all required data have been fully and completely entered.
3. For any person not fulfilling the criteria of insurability as specified in § 1 item 3 of the present Terms and Conditions the insurance contract shall not become effective, not even through payment of the premium. Should, however, a premium be paid for a person who cannot be insured, the amount of the premium shall be at the sender's disposal.
4. The insurance contract must be concluded for the entire duration of the stay.
5. The maximum period of insurance shall be five years.
6. Should the duration of the stay be extended within the maximum period of insurance, the originally agreed contract period may be prolonged only by a subsequent contract, if the application form for the subsequent contract has been submitted to HanseMerkur prior to expiry of the original contract period and if HanseMerkur has expressly consented thereto.

In the case of prolongation of the contract period, insurance coverage shall be provided only with respect to those insured events that newly occur after application for prolongation of the contract period (date and time of postmark).

7. Should the policy holder and the insured person not be identical, any termination by the policy holder shall be effective only if the insured persons affected by the termination have been notified thereof and if the policy holder furnishes proof of the notification. The insured persons affected by the termination shall be entitled to continue the insurance contract by naming a future policy holder. Any such declaration must be made within two months after receipt of termination.
8. The legal provisions concerning the right to terminate without cause shall not be affected by the agreements made as specified above.
9. The insurance contract shall end
 - a) at the agreed point in time;
 - b) upon death and/or departure of the policy holder from the Federal Republic of Germany. However, the insured persons shall be entitled to continue the insurance contract by naming a future policy holder. Any such declaration must be made within two months after the death and/or departure of the policy holder.
 - c) upon termination of the temporary stay of the insured person in the Federal Republic of Germany and/or abroad;
 - d) if the criteria concerning a temporary stay in the Federal Republic of Germany and/or abroad are no longer fulfilled, i.e.:
 - if the insured person has decided to live in the Federal Republic of Germany and/or abroad permanently or
 - if the insured person finally returns to his/her mother country
 - e) if the criteria of insurability of the insured person are no longer fulfilled.

§ 3 - Premium

1. Payment of first premium:
 - a) Payment of the first premium shall be due upon commencement of the contract period.
 - b) In the event of failure of payment of the first premium within due time, the insurer shall be entitled to withdraw from the contract for the time payment has not been effected, unless failure of payment is due to reasons beyond the policy holder's control.
 - c) Should the first premium not have been paid upon occurrence of an insured event, the insurer shall be released from its obligation to provide compensation, unless failure of payment is due to reasons beyond the policy holder's control.
2. Payment of subsequent premium:
 - a) In the event of failure of payment of the subsequent premium within due time, a payment reminder shall be sent by the insurer to the policy holder, setting a term of payment of two months.
 - b) Should an insured event occur after expiry of the term of payment and should, upon occurrence of the insured event, the policy holder be in arrears in the payment of any premium, interest, or costs, the insurer shall be released from its obligation to provide compensation.
 - c) The insurer links the set term of payment of two months to the termination of the contract to the end of said term of payment. Termination of the contract shall become effective

upon expiry of the term of payment if, at this point in time, the policy holder is still in arrears in the premium payment.

- d) The termination shall become ineffective if the policy holder effects payment within one month after the termination has become effective. Subparagraph b) shall not be affected thereby. The same shall apply if the insured person names a new policy holder within two months after receipt of the notification of termination and if the new policy holder has paid the outstanding amount of premium. Subparagraph b) shall not be affected thereby.

§ 4 – Scope, Commencement, Duration, and End of Insurance Coverage

1. Scope
 - a) HanseMerkur offers insurance coverage on the basis of the present Terms and Conditions for insured persons who are staying in the Federal Republic of Germany or abroad only temporarily for travelling purposes.
 - b) Upon occurrence of an insured event in the mother country of the insured person no insurance coverage shall be provided. For the purposes of the present Terms and conditions, mother country shall be the country of which the insured person is a permanent resident and/or citizen.
2. Commencement
Insurance coverage shall commence at the point in time specified in the insurance certificate (commencement of insurance coverage), however,
 - a) not before the insurance contract becomes effective;
 - b) not before entry into the Federal Republic of Germany and/or leaving the territory of the Federal Republic of Germany;
 - c) not before payment of the premium;
 - d) not before expiry of any qualifying periods.
3. No insurance coverage shall be provided for any insured event occurring prior to the beginning of the contract period or prior to commencement of insurance coverage.
4. Termination
Insurance coverage shall end
 - a) at the agreed point in time;
 - b) upon termination of the insurance contract;
 - c) upon termination of the insured person's temporary stay in the Federal Republic of Germany and/or abroad;
 - d) if the criteria of insurability of the insured person are no longer fulfilled.

§ 5 – Object of Insurance Coverage and Scope of Obligation to Provide Compensation

Please cf. the respective insured section in Part B of the present Terms and Conditions.

§ 6 – General Restrictions on Insurance Coverage, Grounds for Forfeiture, Period for Filing Action, and Statute of Limitations

1. No insurance coverage shall be provided for loss or damage resulting from war, civil war, war-like events, civil unrest, strikes, nuclear energy, seizure, withdrawal of rights or other interventions by higher authorities.
2. HanseMerkur shall be released from its obligation to provide compensation in the event that the policy holder and/or the insured person willfully brings about the insured event.
3. In the event that the policy holder and/or the insured person should bring about the insured event through gross negligence, HanseMerkur shall retain the right to reduce any compensation to be paid in proportion to the seriousness of the negligence.
4. HanseMerkur shall not be required to provide compensation, if the policy holder and/or the insured person should attempt to willfully mislead HanseMerkur concerning any circumstances which are of significance for the grounds or the amount of compensation to be paid.
5. The statute of limitations for any claims arising from this insurance contract is three years. The statute of limitations shall commence with the end of the year in which any claim for compensation may be filed. In the event that a claim should be filed by the policy holder and/or the insured person with HanseMerkur, the statute of limitations shall remain suspended until the time at which a decision concerning the claim made by HanseMerkur is received by the policy holder and/or the insured person in writing.

§ 7 – General Obligations and Consequences of Breaches of Obligation

1. Obligations
Following the occurrence of an insured event, the policy holder and the insured person shall be obligated:
 - a) to minimize the extent of loss or damage and to avoid any measures which may lead to unnecessary increases in expenses;
 - b) to notify HanseMerkur of loss or damage without undue delay, at the latest, following completion of travel, by submitting all relevant documents;
 - c) to permit HanseMerkur to conduct any reasonable investigation into the cause and amount of the benefits that HanseMerkur is required to pay, to provide any information which may serve this purpose, to submit original copies of documentation, and to submit a death certificate in the event of death.
 - d) Upon request of the insurer, the insured person shall be obligated to undergo medical treatment by a physician commissioned by the insurer.
 - e) The knowledge and negligence of the insured person shall be put on a par with the knowledge and negligence of the policy holder.
2. Legal consequences in case of breach of obligation
Should the policy holder or the insured person willfully violate any of the contractually agreed obligations, HanseMerkur shall not be obligated to provide compensation. In the event of a grossly negligent breach of obligation, HanseMerkur shall retain the right to reduce any compensation to be paid in proportion to the seriousness of negligence of the policy holder/the insured person. The burden of proof for the absence of gross negligence shall be borne by the policy holder/the insured person.

Note: Please also observe the detailed obligations outlined in the "Specific Part" concerning individual types of insurance available.

§ 8 – Payment of Insurance Benefits

1. In the event that proof of insurance and proof of premium payment have been submitted to HanseMerkur and the reason for and the amount of benefits to be paid on the part of HanseMerkur has been established, payment of compensation must be effected within two weeks. This period can be extended if processing of any claims on the part of HanseMerkur is delayed as a result of fault of the insured person.
2. One month after a claim for loss or damage has been filed down payment of the minimum amount which must be paid can be claimed as appropriate.
3. In the event that investigations are carried out by authorities or criminal charges have been brought against the insured person in connection with the insured event, HanseMerkur shall remain entitled to delay the settlement of any claims until legal proceedings have been concluded.
4. In order to determine the right to receive benefits, HanseMerkur might have to collect personal health-related data to the extent permitted by law. Should the policy holder or the insured person and/or the legal representative of the insured person or any person at risk refuse to grant approval to any such data ascertainment and should HanseMerkur as a result be unable to finally determine the amount and scope of the claim to insurance benefits, the time of payment shall be suspended. The same shall apply in the event that the institutions or persons questioned are not released from their obligation to keep secrecy vis-à-vis HanseMerkur.
5. Any expenses incurred in foreign currency shall be converted using the daily exchange rate for the day on which receipts are received by HanseMerkur to the currency valid at the time in the Federal Republic of Germany. The daily exchange rate for traded currencies shall be the official exchange rate in Frankfurt/Main, for non-tradable currencies the corresponding exchange rate shall be derived from the latest issue of "Currencies of the World", published by the German Central Bank, Frankfurt/Main, unless proof can be provided that the foreign currency used to pay invoices was acquired at a higher exchange rate.
6. Insurance benefits can be reduced by the amount of any additional expenses arising from credit transfers abroad effected by the insurer, or from any special ways of effecting credit transfers chosen by the insurer upon request of the insured person.
7. Claims to insurance benefits may neither be assigned nor pledged.

§ 9 – Compensation from Other Insurance Contracts and Claims against Third Parties

1. If, in the case of an insured event, compensation can be claimed on the basis of another insurance contract, the other contract shall have priority over this contract. This shall also apply if in any of said insurance contracts subordinate liability has been agreed upon, irrespective of the point in time the insurance contract was concluded. If the insured event is first reported to HanseMerkur, HanseMerkur shall pay in advance and contact the other insurer directly in order to share costs.
2. Claims asserted by the policyholder and/or the insured person against any third party shall be transferred to HanseMerkur to the extent permitted by law if HanseMerkur has indemnified for the loss. If required, the policy holder and/or the insured person shall be obligated to submit to the insurer a declaration of assignment.

§ 10 – Offsetting of Claims

The policy holder and/or the insured person can offset claims against claims on the part of the insurer only insofar as counterclaims are uncontested or have been recognized by declaratory judgment.

§ 11 – Declarations of Intent and Claims

Declarations of intent and claims must be submitted to the insurer in written form.

§ 12 – Applicable Law, Contract Language, Application for Insured Persons

German law shall apply insofar as permitted by international law. The contract language shall be German. All stipulations shall apply to the insured persons.

§ 13 – Participation in Surplus

The present insurance policy shall give no right to participate in surplus.

B: Special Part concerning Individual Types of Insurance Available
The following insurances shall apply if agreed upon.

I. Travel Accident Insurance

§ 1 – Description of Insurance Coverage

- HanseMerkur shall indemnify any loss due to an accident occurring during [any] travel that results in death or permanent invalidity of the insured person.
- An accident shall be deemed to have occurred if the insured person suffers a sudden involuntary impingement upon health caused by external influences on the body (accident event).
- An accident shall also be deemed to have occurred if enhanced strain is placed on the limbs or the spinal cord and if, as a result, a joint is strained or muscles, sinews, ligaments or capsules become strained or torn.

§ 2 - Benefits

The amounts of indemnity payable in case of invalidity and death as well as the sum insured for salvage charges shall follow from the contractual stipulations. Insofar as the accrual of a claim and the determination of insurance benefits are concerned, the following provisions shall apply:

I. Invalidity indemnity

- Should the accident lead to permanent impairment in the physical or mental capabilities (invalidity) of the insured person, this shall give rise to a claim to capital payment out of the sum insured in the case of invalidity. Invalidity must arise within one year after accident occurrence and must be asserted and determined by a physician at the latest before expiry of a further period of three months.
- The amount of benefits results from the degree of invalidity.

a) Fixed degrees of invalidity (to the exclusion of evidence of a higher or lower degree of invalidity) shall be deemed to be the complete or functional loss of:

one arm in shoulder joint	70 %
one arm up to above the elbow joint	65 %
one arm below the elbow joint	60 %
one hand in wrist joint	55 %
one thumb	20 %
one index finger	10 %
another one finger	5 %
one leg above the middle of the thigh	70 %
one leg up to the middle of the thigh	60 %
one leg up to just below the knee	50 %
one leg up to the middle of the lower leg	45 %
one foot in ankle joint	40 %
one big toe	5 %
another toe	2 %
one eye	50 %
hearing in one ear	30 %
sense of smell	10 %
sense of taste	5 %

- b) In case of partial loss or functional impairment of any of these parts of the body or sense organs the respective portion of the percentage pursuant to subparagraph a) shall be taken as a basis.
- c) If the accident affects any parts of the body or sense organs the loss or functional disability of which has not been provided for in subparagraphs a) or b), the extent to which normal physical or mental capacity is impaired will be decisive, only medical aspects being taken into account.
- d) If several physical or mental functions are impaired by the accident, the degrees of invalidity following from § 2 item 2 shall be added. More than 100 %, however, shall not be accepted.
- If a physical or mental function that had already been permanently impaired is affected by the accident, a deduction shall be made amounting to the degree of the previous invalidity which is to be assessed according to § 2 item 2 a) to c).
 - If death occurs as a result of the accident within one year after the accident's occurrence, no claim for invalidity benefit may be asserted.
 - If the insured person dies due to reasons not related to the accident within one year after the accident's occurrence (irrespective of the cause) or later than one year after the accident and if a claim to invalidity benefit has arisen in accordance with § 2 item 1, benefits must be paid according to the degree of disability which would have been expected on the basis of the last medical findings.
 - Additional benefits in case of an invalidity degree of 25% and more for the accident insurance with a progressive scale of invalidity (350%). If, taking § 2 items 2 and 3 as a basis of assessment, an accident leads to permanent impairment of physical or mental capacity of more than 25% without taking into account any diseases or ailments, the following shall apply:
 - For every percentage point exceeding the invalidity degree of 25% resulting from the accident, HanseMerkur shall pay an additional 2% out of the sum insured.
 - For every percentage point exceeding the invalidity degree of 50% resulting from the accident, HanseMerkur shall once again pay an additional 2% out of the sum insured.
 - Additional benefits shall be limited to a maximum amount of 150,000.00 EUR per insured person. In the event that further accident insurance policies have been taken out with HanseMerkur Reiseversicherung AG, said maximum amount shall apply to all insurance policies collectively.
- In case of invalidity, these Special Terms and Conditions shall have an effect as follows:

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

II. Benefits in case of death

Should the accident lead to the death of the insured person within one year, his/her heirs shall be entitled to receive benefits according to the amount insured for the case of death. For the assertion of claims, please refer to § 5 item 5.

III. Salvage costs

- Should the insured person have an accident that is covered by the insurance policy, HanseMerkur shall reimburse up to the contractually agreed upon amount any necessary costs incurred for:
 - search, rescue or salvage measures carried out by public or private rescue services to the extent that they are normally invoiced;
 - transport of the insured person to the next hospital or to a special clinic, if medically required and prescribed;
 - additional expenses for the return of the injured person to his/her permanent place of residence, if any such expenses have been medically prescribed or could not have been avoided due to the kind of injury;
 - in case of death the conveyance of the deceased to his/her last place of permanent residence.
- Should the insured person be liable for any costs pursuant to item 1 a) although he/she did not have any accident, even if such an accident was imminent and to be expected considering the specific circumstances, HanseMerkur shall also be liable for compensation.
- Should any other person liable for compensation effect payment, a claim for reimbursement can be asserted against HanseMerkur only for the remaining cost. Should any other person liable for compensation deny his/her obligation to compensate, the insured person may have direct recourse to HanseMerkur.
- Should the insured person have taken out several accident insurance policies with HanseMerkur, payment of covered salvage costs may be requested out of only one of these policies.

§ 3 – Due Date of Benefits

- As soon as HanseMerkur has received the documents to be submitted by the insured person for proof of the circumstances and consequences of the accident as well as of completion of therapeutic treatment necessary for the assessment of invalidity, HanseMerkur shall be obligated to declare within one month (in case of an invalidity claim, within three months) whether or not and to what extent it accepts a claim. Medical fees incurred by the insured person in support of the asserted claim to benefits shall be borne by HanseMerkur up to a maximum of 1 promille of the sum insured.
- Should the claim be accepted by HanseMerkur or should the insured person and HanseMerkur have come to agreement regarding reason and amount, HanseMerkur shall effect payment of the benefit within two weeks. Prior to completion of therapeutic treatment, no invalidity benefit can be claimed within a period of one year after accident occurrence.
- In the event that liability to pay benefits has first been determined only on the merits, HanseMerkur shall, upon request of the insured person, make appropriate advance payments.
- The insured person and HanseMerkur shall be entitled to have the degree of invalidity medically reviewed once a year, at most for a period of up to three years after accident occurrence. This right must be exercised by HanseMerkur upon making its declaration in accordance with § 3 item 1 and by the insured person within one month after receipt of said declaration. Should the final assessment result in a higher amount of invalidity benefit than the one already paid by HanseMerkur, the additional amount shall bear interest at the rate of 5 % per year.

§ 4 – Limitation of Insurance Coverage

I. Non-insurable persons

No insurance coverage can be provided to persons who need permanent care and to mentally disabled persons, even if premiums have been paid. A person needing permanent care shall be deemed to be any person who needs assistance for most everyday chores. Insurance coverage shall end as soon as the insured person is no longer insurable according to sentence 1.

II. Not insured accidents and impairments of health

The following shall not be included with the insurance coverage:

- accidents directly or indirectly caused by war events or civil unrest, if the insured person was among the agitators;

- accidents due to mental disorders or disturbances of consciousness, even if caused by drunkenness, and accidents due to strokes, epileptic seizures or any other convulsions attacking the whole body of the insured person;
- accidents occurring to the insured person as a result of his/her willfully committing or intending to commit an offense;
- accidents occurring to the insured person which are directly caused by the operation of an aircraft. However, insurance coverage will be provided as airline passenger.
- accidents occurring to the insured person during parachuting;
- accidents occurring to the insured person while participating in motor events aiming at achieving the highest possible speed as a driver, co-driver, or passenger of a motor vehicle, including any necessary test drives;
- accidents occurring to the insured person while exercising a professional activity. However, commercial, office, teaching, and administrative activities as well as working as a tourist guide shall be covered by the insurance policy.
- health impairments caused by rays, curative measures or operations, infections, and poisonings unless they are caused by the accident;
- abdominal or hypogastric hernias. However, insurance cover shall be provided if they are caused under the influence of external forcible factors covered by this contract;
- damage to intervertebral disks as well as bleeding from internal organs and cerebral bleedings. However, insurance cover shall be provided if an accident in the meaning of § 1 item 3 covered by this contract is the predominant cause.
- pathological disturbances owing to psychic reactions irrespective of their cause.

§ 5 – Special Obligations after Accident Occurrence (Supplement to the General Obligations specified in § 7 of the General Part)

- After occurrence of an accident that will presumably result in the insurer's obligation to pay compensation, a physician shall be called in immediately. The insured person shall be obligated to follow medical instructions and, in all other respects, to minimise the consequences of any such accident to the extent possible.
- The accident notification form sent by HanseMerkur shall be completed truthfully and returned to HanseMerkur without any delay.
- The insured person shall be examined by physicians appointed by HanseMerkur. Any necessary cost, including any possible loss of earnings, shall be borne by HanseMerkur.
- The physicians having treated or examined the insured person (for other reasons as well) and other insurance companies, insurance carriers and authorities shall be authorised to provide any required information.
- Should the accident result in death, HanseMerkur shall be notified thereof within 48 hours, even if notification of the accident itself has already been given. HanseMerkur shall be authorised to have a physician appointed by HanseMerkur to perform a post-mortem examination.
- The legal consequences of violating any of these obligations shall follow from the General Part of the present Terms and Conditions.

II. Travel Liability Insurance

§ 1 – Description of Insurance Coverage

- Insurance coverage shall be provided by HanseMerkur to the insured person during travelling in the event that

on the basis of legal liability regulations of private-law contents

 claims for damages are asserted by any third party against the insured person for the consequences of the occurrence of damage that resulted in the death, injury or health impairment of human beings (**personal injury**) or in the damage or destruction of things (**material damage**).
- Insurance coverage shall extend to the legal liability of the insured person as a private person with respect to any liability risks from everyday life occurring during travelling, in particular
 - as head of family and household (e.g. from the duty of supervision of minors);
 - as a cyclist (bicycle without power assistance);
 - from exercising sport (**except for** the kind of sports listed in § 3 item 3);
 - as a horse-back rider or driver while riding or driving an unfamiliar horse or carriage for private purposes (liability claims asserted by the animal's handler or owner against the insured person and/or the policy holder shall not be covered);
 - through the ownership and use of model aircrafts, unmanned balloons, and kites that are neither driven by motors nor by propelling charges, the flight weight of which does not exceed 5 kg and for which there is no liability to insure;
 - through the ownership and use of one's own and others' rowing and pedal boats as well as others' sailing boats that are neither driven by motors (including outboard motors) nor by propelling charges and for which there is no liability to insure;
 - through the ownership, possession, holding or use of one's own or others' surfboards for sports purposes. **Excluded herefrom** shall be the legal liability of the insured person arising from rental, lease or transfer for use to any third party.
 - for **material damage to leased property** while using rooms in buildings rented for private purposes as temporary accommodation during travelling (e.g.

hotel and boarding-house rooms, holiday flats, bungalows) as well as rooms the use of which is foreseen and permitted in connection with accommodation (e.g. dining rooms, shared baths). The amount insured per occurrence of damage or loss shall be EUR 25,000.00. The total liability of HanseMerkur for all events of loss occurring during the insured period shall be limited to double the amount of the aforesaid amount insured. The insured person shall be obligated to bear 20% of the indemnified amount, at least, however, EUR 50.00. **Excluded** herefrom, however, shall be any liability claims due to:

- damage to movable goods such as pictures, furniture, TV sets, tableware, etc.;
- damage by wear and tear and excessive utilisation;
- damage to heating, machine, boiler, and water heating installations as well as electric and gas appliances;
- the rights of recourse falling under the waiver of recourse according to the agreement of the fire insurance companies in case of overlapping occurrences of damage.

§ 2 - Benefits

1. The liability of HanseMerkur shall include the examination of the liability question, the defence of unjustified claims as well as the indemnification of compensation to be paid by the insured person because of an acceptance given or consented to by HanseMerkur, a settlement concluded or consented to by HanseMerkur, or a judicial decision. Should HanseMerkur wish to appoint or approve appointment of a defending counsel on behalf of the insured person in a criminal proceedings because of a event of damage or loss that might result in a liability claim covered by the insurance policy, HanseMerkur shall bear the fees of said defending counsel in accordance with the applicable scale of fees or, if applicable, any higher costs specifically agreed. Should the insured person be obligated by law to provide security for an annuity owed from an insured event or should the enforcement of a judicial decision be waived by way of security or deposit, HanseMerkur shall be obligated to provide security or deposit on behalf of the insured person.
2. For the scope of liability of HanseMerkur the maximum insured amounts contractually agreed shall constitute the upper limit applying to every event of damage or loss. Several chronologically related damages arising from same cause shall be treated as **one** event of damage or loss.
3. Should, in any insured event, a lawsuit concerning the claim be initiated by the insured person or the injured party or its legal successor, HanseMerkur shall litigate on behalf of the insured person. The costs incurred for this purpose shall be borne by HanseMerkur.
4. The expenses incurred by HanseMerkur shall not be set off against any benefits payable in respect of the insured amount (please cf. § 2 item 5).
5. Should the liability claims exceed the insured amount, HanseMerkur shall bear the costs of litigation only in the ratio of the insured amount to the total amount of claims, even if several legal proceedings arising from one insured event are concerned. In any such case, HanseMerkur shall be entitled to release itself from its obligation to pay further benefits by payment of the insured amount and a pro rata share of the costs incurred so far in proportion to the insured sum.
6. Should the insured person have to pay annuities to the injured person and should the capital value of the annuity exceed the insured amount or the residual amount from the insured amount after deduction of any other benefits payable for the same insured event, the annuity to be paid shall only be reimbursed by HanseMerkur in the ratio of the insured amount and/or the residual amount to the capital value of the annuity. The value of the annuity shall be determined on the basis of the *Allgemeine Sterbetafeln für Deutschland mit Erlebensfallcharakter 1987 R Männer und Frauen*¹ and on the basis of the accounting-based interest rate taking into account the actual capital market rates applicable in Germany. For this purpose, the arithmetic mean value of the current yield for the public sector over the past ten years as published by the German Federal Bank shall be taken as a basis for the calculation. Subsequent increases or reductions in the annuity shall be calculated at the time of the original date of annuity payments by taking the cash value of a deferred annuity on said basis of calculation.
 - a) For the purpose of calculating orphan's benefits, the 18th year of age shall be deemed to be the earliest final age.
 - b) For the purpose of calculating the injured person's benefits, the completed 65th year of age shall be deemed to be the final age in the case of employees, unless otherwise provided by judgment, settlement or any other agreement or in the event of any change in the circumstances underlying the calculation.
 - c) When calculating the amount the insured person has to contribute to regular annuity payments in the event that the capital value of the annuity exceeds the insured amount or the residual amount from the insured amount after deduction of any other benefits payable, the other benefits shall be fully deducted from the insured amount.
7. Should the settlement of a liability claim through acknowledgement, paying off or compromise as requested by HanseMerkur fail due to the insured person's refusal, HanseMerkur shall not be obligated to bear any additional expenses applying to the principal claim, interests, and costs arising from the insured person's refusal.

§ 3 - Exclusions

- The insurance coverage shall not include
1. any liability claims going beyond the scope of legal liability of the insured person;
 2. any claims for salary, pension, wages, and other fixed emoluments, board, medical treatment in case of incapacity for service, welfare claims or claims arising under regulations concerning damage that results from popular unrest;
 3. any liability claims due to damage resulting from the participation in horse, bicycle or motor vehicle races, boxing and wrestling matches, combat sports of any kind including the relevant preparation (training);
 4. any liability claims due to damage (except for the facts mentioned in § 1 item 2 b)) to unfamiliar things rented, leased or acquired by the insured person if the damage results from unlawful interference with the possession of another or if the thing in question is the object of a special custody contract;
 5. any liability claims due to damage arising from environmental effects on soil, air or water (including bodies of water) and any further damage resulting therefrom;
 6. any liability claims
 - a) arising from events of loss of any relatives of the insured person who cohabit with the insured person. Relatives shall be defined as spouses, parents and children, adoptive parents and adopted children, parents-in-law and children-in-law, step-parents and step-children, grandparents and grandchildren, sisters and brothers as well as foster parents and foster children (persons who are related to each other like parents and children through a family-like relationship that is intended to last for a long period of time);
 - b) between several insured persons covered by the same insurance contract as well as between the policy holder and the insured persons covered by an insurance contract;
 - c) between several persons who have jointly booked and gone on a trip together;
 7. any liability claims due to damage arising from the transmission of a disease of the insured person;
 8. any liability of the owner, possessor, holder or operator of a motor, air or water vehicle (except for the water vehicles mentioned in § 1 item 2 g) and h)) for losses arising from the use of said vehicle;
 9. any liability of the possessor, owner or keeper of animals as well as the liability arising from hunting activities. Insurance coverage provided for animal keepers in accordance with § 1 item 2, however, shall not be affected thereby.
 10. any liability arising from exercising or performing a profession, service, office (even an honorary position) or an activity in associations of any kind;
 11. any liability of the insured person arising from renting, leasing or permitting the use of things to a third party;
 12. any liability claims due to damage arising from the use of weapons of any kind.

§ 4 - Special Obligations and Procedures after Occurrence of an Insured Event (Supplement to the General Obligations specified in § 7 of the General Part)

1. For the purpose of this policy, an insured event shall mean any event of damage or loss that might result in liability claims against the insured person.
2. Should a preliminary investigation be initiated or an order imposing punishment or an order for payment of a debt be issued, the insured person shall notify HanseMerkur thereof without undue delay, even if notification of the insured event has already been given by the insured person himself/herself. Should any claim be legally asserted against the insured person who has applied for legal aid or should a third party notice be served on the insured person by court, the insured person shall have to notify HanseMerkur thereof without undue delay. The same shall apply in the case of arrest, temporary injunction or proceedings for the preservation of evidence.
3. The insured person shall be obligated to ensure, if possible, avoidance or reduction of damage or loss and to make every effort that serves to clarify the case in accordance with the instructions given by HanseMerkur unless it would be inequitable for the insured person to do so. The insured person shall assist HanseMerkur in determining and adjusting the damage or loss, submit to HanseMerkur complete and correct damage or loss reports, notify HanseMerkur of all circumstances relating to the event of damage or loss, and provide all documents that, in the opinion of HanseMerkur, are relevant to the assessment of the event of damage or loss.
4. Should legal proceedings concerning the liability claim be initiated, the insured person shall leave responsibility for the litigation to HanseMerkur, grant power of attorney to the lawyer appointed or designated by HanseMerkur, and provide all information deemed by the lawyer or HanseMerkur to be necessary. In addition, the insured person shall be obligated to lodge an objection against any order for payment of a debt or pursue available legal remedies against any administrative order for recovery of damages within the prescribed time without waiting for any instruction to be given by HanseMerkur.
5. Should the insured person, due to any changes in circumstance, gain the right to demand cancellation of or reduction in the payable annuity, he/she shall be obligated to have this right exercised by HanseMerkur on his/her behalf. The provisions of § 3 item 3 and 4 shall apply mutatis mutandis.
6. HanseMerkur shall be deemed authorised to make any declarations on behalf of the insured person that it considers necessary to settle or defend the asserted claim.
7. The legal consequences arising from any violation of the foregoing obligations shall follow from § 7 item 2 of the General Part.

III. Return Travel Emergency Insurance

§ 1 - Description of Insurance Coverage

1. The return travel emergency insurance shall apply exclusively to insured persons under the premium tariff.
2. HanseMerkur shall provide compensation within the scope of the present Terms and Conditions in case the insured person returns home from travel abroad due to an emergency.
3. It shall be a prerequisite that, upon the occurrence of an insured event, the insured person or any person authorized by the insured person contact the emergency centre by telephone or any other way, or contact HanseMerkur Reiseversicherung AG directly. Otherwise, reimbursement of costs may be refused or effected only in part.

§ 2 - Benefits

1. Return home due to an emergency situation

HanseReiseversicherung AG shall bear any costs incurred up to a maximum amount of 1,000.00 EUR per insured year for:

 - a) any interim return trip of the insured person back home using ordinary means of travel, e.g. by travelling second class on the train or by flying tourist class, in the event of serious illness, life-threatening consequences of an accident or death of a parent or a brother or sister, if the serious illness or the accident suffered by said parent or sister or brother did not occur and was not medically confirmed until after arrival of the insured person in the country visited and if the original ticket cannot be used or rebooked.
 - b) any return trip of the insured person to the country visited after an emergency trip home, using ordinary means of transport, e.g. by travelling second class on the train or by flying tourist class, if there are more than 30 days left until the date the insured person originally planned to return home or if the insured person must return to the country visited in order to pass an examination that is important for the insured's future school career. The costs incurred for the final trip home shall be borne by HanseMerkur in the event that the return ticket was used and/or rebooked for the return travel due to an emergency situation.

§ 3 - Restrictions on Insurance Coverage

HanseMerkur shall be released from its obligation to provide compensation if there is great likelihood that the insured event was foreseeable for the policy holder and/or the insured person.

§ 4 - Payment of Insurance Benefits

For payment of insurance benefits, the following evidence shall be furnished:

1. in the case of a return trip home due to an emergency situation
 - a) a medical certificate issued by the treating physician indicating
 - the diagnosis;
 - the seriousness of the illness and/or the life-threatening consequences of the accident;
 - the point in time when (date) the accident occurred and/or
 - the seriousness of the illness was determined for the first time;
 - the point in time when the occurrence of the serious illness was to be expected by the patient for the first time;
 - b) upon request of the insurer a declaration releasing the treating physician from his/her duty to maintain confidentiality;
 - c) in the case of death a copy of the death certificate;
 - d) any evidence that the ticket for the originally planned return trip could not be rebooked;
 - e) proof of the cheapest way of returning home;
 - f) original documents proving receipt and payment of the return ticket;
 - g) In the event of a return to the country visited in accordance with § 2 paragraph 2 b) of the present insurance contract, the insured person shall, in addition to the proof to be furnished under subparagraph b), provide evidence that there are more than 30 days left until the date the insured person originally planned to return home or that the insured person must return to the country visited in order to pass an examination that is important for the future school career.

¹ General Mortality Table for Germany including Cases of Survival 1987 R Men and Women (translator's note)