

CareMed Travel Emergency Insurance 2010/2011

Table of Contents

Product Information Sheet	1
Important notes	1
Behaviour in case of a claim	1
Consumer information	1
Terms and Conditions for CareMed Travel Emergency Insurance	2
Contact	4

Product Information Sheet

You are interested CareMed international travel insurance? A good choice. This information sheet is intended to give you a quick overview of your selected insurance. Please note that **this does not contain all of the information** relating to your policy. For a full version of the policy, kindly refer to the insurance confirmation and the terms and conditions of insurance. Each of the following options for insurance coverage is only valid if it is explicitly concluded by you, i.e. if it is included in the selected insurance coverage.

What type of insurance is this?

Your insurance is a travel insurance that is valid for a limited period. The scope of the insurance and the individual benefits associated with your policy are determined by the tariff you select.

What do you have to consider when paying the premiums?

The premiums depend on the insurance coverage chosen. Insurance coverage commences with the payment of the premium at the earliest. For due dates and other details, please refer to section § 3 of the terms and conditions of Insurance.

What is not insured?

Some events are excluded from insurance coverage. In particular, no insurance coverage is offered if the policyholder or the insured person has wilfully instigated the event covered by the insurance.

What obligations arise at the time of conclusion of contract?

At the time of conclusion of contract you must have disclosed all information fully and truly. If you fail to do so, your insurance coverage is endangered.

What obligations do you have to fulfil if an event covered by the insurance occurs?

Make sure that the damage incurred remains as small as possible. Avoid everything that might lead to an unnecessary increase in costs. Notify HanseMerkur immediately about the damage incurred. For further obligations, please refer to "Obligations" in the terms and conditions of insurance.

What are the legal consequences, if you fail to meet your obligations?

Very important: If you violate your obligations, HanseMerkur is entitled to reduce the benefits to an extent which corresponds to the seriousness of the violation. This can even lead to a complete loss of insurance coverage. For more details, see terms and conditions ("Obligations" and "Violation of Obligations").

When does your insurance coverage begin and when does it end?

The insurance coverage begins with the payment of the premium at the earliest, though not before the agreed date of commencement, and it ends on the agreed expiry date.

Important notes

Who qualifies for insurance

Persons up to their 40th birthday staying abroad for a limited period of time. The country in which the insured person has permanent residence is not considered abroad.

Last date to take out insurance

For stays abroad the insurance must be taken out **prior** to departure from home.

Beginning of insurance coverage

Your insurance coverage begins on the date of your arrival, however, not before the date on which the insurance company has received your application. Another precondition for the beginning of the insurance coverage is the payment of the premium due.

Insurance coverage for journey there and back

Insurance coverage begins upon leaving the home country if this has been applied for. The same applies to any outbound and incoming journeys which last no longer than 2 days.

The stay is extended

You may apply for additional insurance if the additional policy falls within the maximum insurance period of 2 years. You must apply for additional insurance before the end of the insurance period originally agreed upon and it must be approved by the insurer. Insurance coverage exists for insurance cases, illnesses and their consequences occurring for the first time after applying for additional insurance.

Early departure

In the event of early departure, premiums already paid will be reimbursed for the remaining period after a waiting period of 60 days (if no claims were submitted). An admin fee of € 12,80 /US\$ 15,00 will be charged. Reimbursements cannot be backdated.

Insurance period

The contracts must be taken out for the entire duration of stay. In case of an extension, occurring insured events might not be covered during the extension period.

Insurance confirmation

You will receive an insurance confirmation from CareMed.

Contact in case of a claim

HanseMerkur Reiseversicherung AG offers insurance coverage for persons insured through CareMed. Type and extent of benefits result from the selected tariff.

Insurance benefits are provided by our worldwide emergency-hotline. It is available around-the-clock.

CareMed Assist 24-hour-emergency number:
+49-(0)1805-777331

Phone number of insurer: +49-(0) 40-4119-2300
E-mail of insurer: rlk-kv@hansemerkur.de

Consumer information

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

Important Information on your Insurance Policy

Insurance company's identity (name, address):

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

Entry in the trade register at:

Amtsgericht (local court) Hamburg HRB 19768

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

HanseMerkur Reiseversicherung AG

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

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

HanseMerkur insures risks which are related to travels.

Name and address of the regulatory authority:

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

Guarantee funds or other compensation regulations:

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

Essential characteristics of the insurance:

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

Legal system:

German law shall govern the contractual relationship.

Total price and price components:

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

Additional costs, taxes or fees:

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

Details of payment and compliance:

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

Limited period of validity of the information supplied:

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

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

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

Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at

this point in time, HanseMerkur shall not be obliged to pay benefits, unless non-payment is not the policyholders fault.

Revocation right:

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

Consequences of revocation:

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

Information on the duration of the insurance:

The contract is limited in accordance with the selected duration.

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

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

Legal system and place of jurisdiction:

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

Contract language:

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

Extrajudicial complaints and arbitration procedure:

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

For travel health insurance:

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

For any other insurance:

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

This does not affect the right to take legal action.

Complaints can also be launched at the relevant regulatory authority:

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

**Terms and Conditions for CareMed Travel
Emergency Insurance provided by
HanseMerkur Reiseversicherung AG
VB-RS 2009 (CareMed-NF)**

§ 1 - Insured Persons and Insurability

- Insurance coverage shall extend to the persons specified by name in the insurance confirmation, for which the agreed insurance premium has been paid. Insurance coverage can be provided to persons up to the age of 40 (40th birthday), staying abroad for a limited time period. The country where the person has permanent residence will not be considered abroad.
- 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, Duration and Termination of Contract

1. Application for conclusion of an insurance contract must be filed prior to the beginning of the trip abroad. Upon request, proof of the date crossing the border must be submitted. Conclusion of an insurance contract shall not be possible after the beginning of the trip.
2. The contract shall become effective as soon as the insurer has received the properly completed application form provided by CareMed and as soon as CareMed 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 2 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 two 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 CareMed 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/online application).
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 abroad;
 - d) if the criteria concerning a temporary stay abroad are no longer fulfilled, i.e.:
 - if the insured person has decided to live 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 the first or one-time premium
The insurance cover shall begin at the time stated in the insurance confirmation, no earlier than after payment of the one-time premium.
2. Direct debit procedure
If collection of the premium from a bank or credit card account is agreed the payment shall be deemed as in time if the premium can be collected on the debit date and the insurance policy

holder does not object to a justified collection. If it was not possible to collect the premium without the fault of the insurance policy holder the payment shall also be deemed on time if it is made immediately after a written payment request of CareMed.

§ 4 - Scope of the insurance cover

1. The insurance cover exists for the local scope of the insurance travel as agreed as per contract.
2. Drives, walks and stays within the permanent place of residence of the insured person shall not be deemed as travel.

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

1. In cases of sickness and accident
 - a) Should a person covered under the insurance suffer an accident and needs to be recovered, rescued or saved and a search has to be conducted as a result, then HanseMerkur will indemnify for the charges therefor up to EUR 5,000.00.
 - b) HanseMerkur shall - except in the case of interruption of travel - reimburse any surplus costs of a medically required and recommended return transport to a suitable hospital in the vicinity of the insured's permanent place of residence. This transport needs to be recommended by the attending doctor and needs to be medically necessary. The evaluation of a medically necessary transport must be approved by the advisory doctor of the insurer in coordination with the attending doctor in the host country.
2. In case of inpatient hospital stay
When it turns out, that the duration of hospitalisation of the person covered under the insurance will last more than 5 days, then HanseMerkur will, if desired organise the travel of a person close to the person covered under the insurance, to the place of the hospital and indemnify for the resultant return travelling expenses from the place of residence. The precondition however is that the person covered under the insurance is still hospitalised.
3. Repatriation- and Interment Charges
Should the person covered under the insurance suffer death on the journey, then HanseMerkur will, upon the request of the next of kin organise the interment abroad or the repatriation of the remains of the deceased person to the place of interment at home and will indemnify for the resultant charges.
4. Loss of Travelling Money
Should the person covered under the insurance be in financial need as a result of the loss of his or her travelling money through theft, robbery or other mislaying or loss, then HanseMerkur will, via its Emergency Call Service establish contact with the bank of the person covered under the insurance. If necessary, HanseMerkur will assist in the transfer of an amount made available by the bank of the person covered under the insurance to the person covered under the insurance. Should contact to the bank of the person covered under the insurance not be possible within 24 hours, then HanseMerkur will grant a loan to the person covered under the insurance via its Emergency Call Service of up to a maximum of EUR 1,500.00 upon presentation of an identity card or passport. Such a loan is to be repaid to HanseMerkur within one month of the completion of the travel arrangements, in one amount.

§ 6 – General restrictions to the insurance cover, grounds for forfeiture, period for filing an action, statute-of-limitations

1. HanseMerkur shall be indemnified from the obligation to pay if the insured event was foreseeable for the insurance policy holder or for the insured person when the insurance was taken out.
2. HanseMerkur shall be indemnified from the obligation to pay if the insurance policy holder or the insured person wilfully caused the insured event;
3. If the insurance policy holder/the insured person causes the insured event through gross negligence HanseMerkur shall be entitled to reduce the payment in a ratio which corresponds with the seriousness of the fault.
4. HanseMerkur is not obliged to pay if the insurance policy holder or the insured person maliciously attempts to deceive HanseMerkur about circumstances which are of significance for the reason or for the amount of the benefit.

5. Claims from this insurance contract shall become statute-barred in 3 years. The statute of limitations shall begin with the end of the year in which the benefit can be demanded. If a claim of the insurance policy holder or the insured person has been registered at HanseMerkur the statute of limitations shall be inhibited until the time at which the decision of HanseMerkur has been received by the insurance policy holder or the insured person in a text form.

§ 7 - Responsibilities and consequences of breaches of responsibilities

1. The insurance policy holder or the insured person is obliged, to prove the occurrence of an insured event by submitting the originals of insurance proof and booking documents and to proof
 - a) in the event of illness, with serious accident, with pregnancy, with intolerance of vaccinations or with the breakage of prostheses through corresponding significant medical certificates with diagnoses,
 - b) with psychiatric illnesses through a significant medical certificate of a specialist doctor for psychiatry,
 - c) in the event of death through death certificates, and submit a cancellation costs statement.
2. HanseMerkur is to be granted the right to have the question of the incapability to travel owing to a serious accident or an unexpected serious illness examined by expert opinions from specialist doctors. Upon request of HanseMerkur incapacity to work certificates and certificates from specialist doctors are to be submitted.
3. If the insurance policy holder/the insured person breaches one of the responsibilities as agreed as per contract then HanseMerkur is not obliged to payment if the insurance policy holder/the insured person wilfully breached the responsibility. In the event of a grossly negligent breach of the responsibility HanseMerkur is entitled to reduce the benefit in a ratio which corresponds with the seriousness of the fault of the insurance policy holder/the insured person; the burden of proof for the non-existence of a gross negligence shall be borne by the insurance policy holder/the insured person.

§ 8 - Payment of the insurance benefit

1. If the insurance and premium payment proof of HanseMerkur is available and if the payment obligation of HanseMerkur is determined with regard to the reasons and the amount the compensation shall be paid out within 2 weeks. The term of this deadline is inhibited as long as the examination of the claim by HanseMerkur is prevented as a result of a fault of the insured person.
2. One month after the damages have been reported that amount can be claimed as instalment which is at least to be paid according to the situation of the matter.
3. If official investigations or proceedings under criminal law have been initiated against the insured person in connection with the insured event then HanseMerkur can postpone the settlement of the damages until the final and absolute conclusion of these proceedings.
4. The costs incurred in foreign currency shall be converted at the rate of the day on which the receipts are received at HanseMerkur, in the currency which is valid in the Federal Republic of Germany at this time. Deemed as rate of the day for traded currencies of the official foreign exchange rate Frankfurt/Main, for non-traded currencies the rate according to "currencies of the world", publications of the Deutsche Bundesbank, Frankfurt/Main, according to the respective latest status unless the foreign exchange which is necessary for paying the invoices was as proven acquired at a more unfavourable rate.

§ 9 - Compensation from other insurance contracts and claims against third parties

1. If the insurance policy holder is entitled to a claim for compensation against a third party this claim shall pass to HanseMerkur insofar as it reimburses the damages. The transfer cannot be asserted for the disadvantage of the insurance policy holder.
2. The insurance policy holder must safeguard his claim for compensation or a right which serves to secure this claim by

complying with the applicable form and deadline regulations and assist in its assertion by the insurer insofar as necessary. If the insurance policy holder wilfully breaches this responsibility the insurer is insofar not obliged to payment to the extent that he consequently cannot receive any compensation from the third party. In the event of a grossly negligent breach of the responsibility the insurer is entitled to reduce its benefit to a ratio which corresponds with the seriousness of the fault of the insurance policy holder; the burden of proof for the non-existence of a gross negligence shall be borne by the insurance policy holder.

3. If the claim for compensation of the insurance policy holder is directed against one person with whom he shares a household when the damages are suffered, the transfer cannot be asserted according to Par. 1 unless this person wilfully caused the damages.
4. If compensation can be claimed from another insurance contract in an insured event the other contract shall have precedence over this contract. If the insured event is reported to HanseMerkur first it shall make an advance payment.

§ 11 - Offsetting

The insurance policy holder or the insured person can only offset against claims of the insurer insofar as the counter-claim is undisputed or has been declared final and absolute.

§ 12 - Declarations of intent and notifications

Declarations of intent and notifications towards the insurer require a text form (letter, fax, e-mail, electronic data carrier, etc.).

Note according to Federal Data Protection Act

We would like to inform you hereby that in case of conclusion of contract or in case of a claim, data will be saved and forwarded to associations of insurance business as well as to reinsurer if applicable. It will only be done if necessary for proper enforcement of contractual relations. Regulations of the Federal Data Protection Act will remain unaffected. The address of each receiver of data will be given on request.

Contact

**CAREMED SALES OFFICE
EUROPE, AFRICA, ASIA,
OCEANIA**
CareMed GmbH
Oscar-Romero-Allee 15
53113 Bonn
Germany
Phone: +49-(0)228-5554900
Fax: +49-(0)228-55549075
E-mail: germany@caremed-travel.com

**CAREMED SALES OFFICE
NORTH & SOUTH AMERICA**
CareMed USA
River Plaza, 9 West Broad
Street
Stamford, CT 06902-3788
USA
Phone: +1-203-3995155
Fax: +1-203-3995596
E-mail: usa@caremed-travel.com



Claims Office

HanseMerkur Reiseversicherung AG
Abt. RLK 4
Siegfried-Wedells-Platz 1
20354 Hamburg
Germany
Phone: +49-40-4119-2300

**CareMed Assist 24-hour-emergency Hotline
+49-1805-777331**

E-mail of insurer: rlk-kv@hansemerkur.de