

## Terms and conditions for CareMed travel cancellation insurance 2011/2012

### Table of Contents

Behaviour in case of a claim.....	1
Consumer information .....	1
Terms and conditions for CareMed travel cancellation insurance .....	2
Contact .....	4

### Behaviour in case of a claim

1. In case that you are unable to travel, an immediate cancellation of your trip is necessary in order to minimize the cancellation costs!
2. If your cancellation costs exceed € 300, please call +49(0)40/4119-2300 in order to receive a claim form and send the completed form together with a doctor's certificate to the claims office below. In case of a claim below this amount an informal doctor's certificate including details of the diagnosis and the treatment data is sufficient.
3. The following further documents have to be sent in:
  - the originals of all booking and cancellation documents
  - original proof stating payment of costs
  - doctor's certificates with the details of diagnosis and treatment data
  - in case of other claims the certificates respectively (e.g. death certificate in the event of death).

#### Contact for claims:

HanseMerkur Reiseversicherung AG  
Abtlg. RLK  
Siegfried-Wedells-Platz 1  
20354 Hamburg  
Germany  
Phone: +49-(0)40-4119-2300  
Fax: +49-(0)40-4119-3586  
E-mail: rlk-kv@hansemerkur.de

If claim documents are sent incompletely, it may come to a delay in claims processing.

### 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 Ehse (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)  
Gaurheindorfer 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: 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

#### Consequences of revocation:

In the event of an effective revocation, CareMed 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 cancellation insurance of HanseMerkur Reiseversicherung AG VB-RS 2009 (RKK CareMed)**

**§ 1 - Insured persons**

Insured are the persons who are named in the insurance confirmation of the tour operator.

**§ 2 - Conclusion, duration and termination of the contract**

The insurance contract must be concluded before commencement of the trip for its whole duration until commencement of the journey. The travel cancellation insurance should be concluded on the day of booking, but has to be purchased at least 30 days prior to the beginning of the trip. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip.

**§ 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.

**1. 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 - Description of the insurance cover**

HanseMerkur is liable to payment to the extent of § 1 (insured person) and § 6 (types of damages) as well as by taking into account

the restrictions of § 7 (restrictions to the insurance cover), if one of the insured events stated below has occurred during the term of the insurance cover:

1. Insurance cover for insured persons or persons at risk:
  - a) Unexpected serious illness;
  - b) Death, serious accident, pregnancy, intolerance of vaccinations. Not insured however is a failure of a vaccination or insufficient accumulation of an antibody value which is stipulated for the country of travel;
  - c) Breakage of prostheses.
2. Insurance cover for insured persons:
  - a) Loss of the workplace with subsequent unemployment registered with the Federal Job Agency as a result of an unexpected termination of the employment relationship for operational reasons by the employer. Not insured is the loss of orders for jobs or the insolvency with self-employed persons;
  - b) Commencement of an employment relationship or an activity with compensation for additional work (1-EUR-Job) from the unemployment insofar as the insured person was registered as unemployed when booking the travel. Not insured is the commencement of internships, operational measures or training measures of all kinds as well as the commencement of work of a pupil or student during or after the period of schooling or studies;
  - c) Change in workplace, presuming the insured trip or holiday was booked before knowledge of the change in workplace and the insured person falls in the trial period of the new professional activity, a maximum however in the first 6 months of the new professional activity;
  - d) Repetition of failed examinations at a school, university/university of applied sciences or at a college, which have to be repeated in order to avoid a time extension of the school attendance/studies or to achieve the school/study qualification. The pre-requisite is that the insured trip or holiday was booked before the date of the failed examination and the date for the repeat examination unexpectedly falls in the insured travel period or up to 14 days after termination of the trip or holiday;
  - e) Non-transfer of a pupil if it concerns a school or class trip;
  - f) Substantial damages to the property as a result of fire, burst water pipes, elemental events or criminal acts of third parties (e.g. burglary theft). Deemed as substantial is a damage to the property through the afore-mentioned events if the amount of the damages is at least EUR 2,500.-;
  - g) Unexpected calling of the insured person to basic military service, to a military exercise or community service, insofar as the date cannot be postponed and the cancellation costs are not taken over by a cost center. Not insured is the transfer or assignment of time-limited or professional soldiers.
3. Persons at risk are
  - a) insured persons among each other, who jointly booked and insured a trip or holiday;
  - b) the relatives of an insured person; these include: spouse or partner of a relationship similar to a marriage, children, adoptive children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, brothers and sisters, grandchildren, parents-in-law, sons and daughters-in-law and brothers-in-law;
  - c) Aunt, uncle, nephew, niece insofar as the insured event "death" has occurred;

**§ 6 - Types of damages**

HanseMerkur shall pay under the deduction of the agreed excess, a compensation with the following types of damages:

1. In case the trip or holiday is not started/cancelled or non-use/cancellation of the rented object (with the exception of rental car) for the cancellation costs owed as per contract by the insured person. These shall also include the mediation fee owed to the travel agent by the insured person insofar as this was agreed, owed and invoiced as per contract at the time when the travel was booked already. The compensation is limited to EUR 100.- per insured person.
2. The insurance cover shall end when the travel is started.

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

1. Insurance cover is not granted for damages through war, civil war, warlike events, internal unrest, strike, nuclear energy, confiscation, divestment or other interventions from a sovereign authority.

2. 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.
3. HanseMerkur shall be indemnified from the obligation to pay if the insurance policy holder or the insured person wilfully caused the insured event;
4. 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. No reduction will be made for insured events of the accident and liability insurance which are caused by gross negligence.
5. 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.
6. 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. Not insured are
  - a) Illnesses which are known at the time when the insurance is taken out and have been treated in the last 6 months before conclusion of the insurance. Control examinations are excluded from this;
  - b) Illnesses, which according to the circumstances occurred as a mental reaction to terrorist attacks, plane or bus accidents or the fear of internal unrest, acts of war, terrorist attacks, element events, illnesses or epidemics, respectively in the destination region;
  - c) Loosening or loss of prostheses of all kinds;
  - d) Additional return travel costs which are incurred after a travel is interrupted or costs for days not used at the holiday location as well as missed enjoyment of the holiday;
  - e) Terrorist attacks or threats;
  - f) Follow-up consequential losses.
8. If the insured damaging event is triggered off through the insured event "unexpected serious illness", the excess is 20% of the reimbursable damages at least however EUR 25.- per insured person. The excess shall cease to apply insofar as a full inpatient hospital treatment became necessary owing to the unexpected serious illness.

#### § 8 - General responsibilities and consequences of breaches of responsibilities

The insurance policy holder or the insured person is obliged,

1. in case of non-commencement of the travel or non-use of the rental object to undertake an immediate cancellation at the booking centre in order to keep the cancellation costs as low as possible;
2. to prove the occurrence of an insured event by submitting the originals of insurance proof, booking documents and cancellation costs statement and
  - 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,
  - d) with substantial damages to the property through corresponding proof,
  - e) with repeat examinations through corresponding certificates of the school/university/university of applied sciences/college,
  - f) with a dismissal for operational reasons or the recommencement of an employment relationship through corresponding certificates of the employer and the federal job agency,
  - g) in case of being called up for military service, to a military exercise or for the community service through corresponding certificates of state departments,
  - h) with the non-use/cancellation of rental objects through confirmations of the lessor or about the fact that it is not possible to further rent the object to be proven respectively at the time of cancellation or rebooking.

3. 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.
4. to permit HanseMerkur any reasonable examination of the cause and amount of its obligation to pay, to provide all useful information in this respect, to submit original receipts as well as submit the death certificate in the event of deaths.
5. If the insurance policy holder/the insured person has wilfully provided incorrect details due to the insured event in particular in the damage report HanseMerkur shall not be obliged to payment, even if HanseMerkur does not suffer any disadvantage thereby.
6. 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.

#### § 9 - 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.

#### § 10 - 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.).

**§ 13 - Applicable law, contractual language, scope for insured persons**

German law shall apply insofar as this is not opposed by international law. The contractual language is German. All reached provisions shall apply accordingly to the insured persons.

**Contact**



**Claims office**

HanseMerkur Reiseversicherung AG  
Abt. RLK  
Siegfried-Wedells-Platz 1  
20354 Hamburg  
Germany  
Phone: +49-(0)40-4119-2300  
Fax: +49-(0)40-4119-3586

**CareMed International Sales Office**

CareMed GmbH  
Oscar-Romero-Allee 15  
53113 Bonn  
Deutschland  
Phone: +49-(0)228-5554900  
Fax: +49-(0)228-55549075  
germany@caremed-travel.com

**CareMed Office**

CareMed USA  
River Plaza  
9 West Broad Street  
Stamford, CT 06902-3788  
USA  
usa@caremed-travel.com