# Allianz (11) Travel

# DOCUMENTS TO THE PROOF OF INSURANCE

# Annual Complete Protection excl. Travel Health Insurance AVB 22

COVERAGE	WHEN IT APPLIES: COVERAGE SUMMARY	MAXIMUM BENEFIT
Travel Cancellation Insurance	You have to cancel your trip before you depart. Incl. cancellation in case of terrorist attacks Deductible (only for rates with a deductible): With rates that include a deductible you will personally bear 20 % of the reimbursable loss; at least 25 € per person.	see Proof of Insurance
Travel Interruption Insurance	Trip Curtailment Coverage: You have to end your trip early and need to recover unused trip costs. Incl. curtailment or interruption in case of terrorist attacks Deductible (only for rates with a deductible): With rates that include a deductible you will personally bear 20 % of the reimbursable loss; at least 25 € per person.	see Proof of Insurance
	<ul> <li>Early Return Coverage: You have to end your trip early and need to recover transportation cost for return home.</li> <li>Incl. early return in case of terrorist attacks</li> <li>Deductible (only for rates with a deductible): With rates that include a deductible you will personally bear 20 % of the reimbursable loss; at least 25 € per person.</li> <li>Telephone charges: up to 50 € per person and insured event if you contact our assistance for the organization of the return journey</li> </ul>	corresponding to the type and quality of the original booking
	<ul> <li>Trip Continuation Coverage: Your trip is interrupted / extended and you incur additional costs for its continuation.</li> <li>Incl. change of travel plans in case of terrorist attacks</li> <li>Deductible (only for rates with a deductible): With rates that include a deductible you will personally bear 20 % of the reimbursable loss; at least 25 € per person.</li> <li>Telephone charges: up to 50 € per person and insured event if you contact our assistance for the organization of the onward journey</li> </ul>	corresponding to the type and quality of the original booking
	Extended Stay Coverage: Your travel plans are interrupted and you need to recover additional costs for accommodation or local transportation you have incurred. Maximum of 500 € per day for 10 days Telephone charges: up to 50 € per person and insured event if you contact our assistance for the organization of the return journey	5,000 € per person and per <i>trip</i>
Travel Delay Insurance	Your travel plans are delayed while you are on your trip. Maximum reimbursement per 24-hour period of delay (minimum required delay: 4 hours): No Receipts Daily Limit: 200 € per person or per family / couple With Receipts Daily Limit: 300 € per person or per family / couple	1,500 € per person, 3,000 € per family / couple
Baggage Insurance	Your baggage is lost, damaged, or stolen while on your trip. Maximum benefit for all high value items: 50 % of the insured sum	3,000 € per person, 6,000 € per family / couple
Baggage Delay Insurance	Your baggage is delayed by an airline, cruise line, or other travel carrier while on your trip. Minimum Required Delay: 6 hours No Receipts Sublimit: 100 € (outbound only) per insured event and per person or per family / couple	150 € per person, 300 € per family / couple per insured event
Travel Liability Insurance	You are financially liable for damage you cause to a third party or their property while on your trip. Maximum benefit in case of damage to movable property of the host parents: 10,000 € per person and per insured event	500,000 € per person, 1,000,000 € per family / couple
Travel Accident Insurance	You suffer death or disability as a result of an accident during your trip. Maximum benefit in case of death: 10,000 € per person Maximum benefit in case of permanent invalidity: 30,000 € per person	30,000 € per person

You miss a pre-booked activity during your trip. Sports & Activity Insurance 500 € per person / Maximum benefit per activity: 100 € per person or per family / couple family / couple Sporting Equipment Insurance: Your sporting equipment is lost, 500 € per person, damaged, or stolen while on your trip. 1,000 € per family / couple Sporting Equipment Rental Insurance: You need to rent sporting 500 € per person, equipment when your personal sporting equipment is lost, damaged, or 1,000 € per family / couple stolen while on your trip. Search, Rescue and Recovery: You are reported missing or need to be 5,000 € per person and per rescued from a physical emergency while on your trip. insured event **Travel Assistance** 24/7 assistance in case of personal emergencies during your trip and service without information services during the term of your insurance contract cost coverage

The above is only a brief description of the coverage available under *your policy*. Terms, conditions, and exclusions apply to all coverages. Please carefully review *your policy* for complete details. The definitions of the terms in the Definitions section of the *policy* will also apply to this Coverage Summary.

# Important Notices and Definitions

- Insurer: We, AWP P&C S.A., Branch office Germany, Bahnhofstraße 16, D 85609 Aschheim (near Munich) are your insurer. Our main business activity is the insurance of goods and services, including travel insurance.
- Mode of travel: valid for all modes of travel including business travel
- Area of application: world incl. USA / Canada
- Insured duration of travel: see insurance certificate / travel confirmation / booking confirmation.
- The annual travel insurance is valid for any number of *trips* taken during the year of insurance. One *trip* may last a maximum of 56 days (from commencement of the *trip* to the time of return).
- Insurance premium for one person: each valid for one person
- Insurance premium for families / couples: Valid for up to two adults (irrespective of the family relationship and common place of residence) and children up to their 21st birthday. Any number of own children can be insured. Otherwise a maximum of six children may be insured. All insured persons must be listed by name. With the annual travel insurance, all insured persons may also embark on travel separately from one another. The maximum cost of travel / sums insured specified in the insurance certificate are valid in the full amount for each *trip*. The insurance cover for co-insured children ends upon their 21st birthday.
- Insurance premium for persons over 51 or over 66 years old: The age at the time of purchasing the insurance shall apply. With annual travel insurance, if the age limits of 51 or of 66 years old are reached during the term of the contract, the premiums starting from 51 or from 66 years old will only be due upon the next renewal of the contract by one more year.
- Notes on the conclusion of insurance: The annual travel insurance may only purchased by persons domiciled or habitually resident in Germany. Debits may be made from foreign accounts located within the Single Euro Payments Area. The insurance cover will come into effect at the agreed point in time only if the annual premium is successfully debited from *your* account.

In one contract, the annual travel cover protects against risks in multiple insurance lines for any number of *trips* within one insurance year. A *trip* takes place if the travel includes at least one pre-booked overnight stay outside of the place of residence or work, or if the *trip* destination is abroad or it is at least 50 km away from the place of residence or work.

All travel cover containing travel cancellation insurance, should be purchased at the time of booking the travel. Travel cover may be subsequently arranged up to 30 days prior to commencement of travel. If there are 29 days or less between booking and commencement of travel *you* must purchase the cover immediately, but no later than within the next three days. With annual travel insurance, travel bookings made prior to purchasing the insurance are included in the travel cancellation cover, provided that the *trip* commences no earlier than within 30 days or – if the *trip* commences within 29 days – if *you* purchase the insurance within three days following the travel booking. If the insurance contract ends, cover is provided for a travel cancellation made due to an insured event occurring within the term of the insurance.

For the other insurance lines, the insurance cover begins at the time of commencement of the insured travel, and ends at the agreed point in time. The insurance cover will end at the very latest with the completion of the insured travel. In the following case, the insurance cover will be extended beyond the agreed point in time: if *you* have insured the entire planned *trip*, and the end of the *trip* is delayed for reasons outside of *your* control. The insurance contract will be renewed for one year at a time, unless it is terminated no later than one month prior to the end of the insurance year. For co-insured children, the insurance cover will end upon their 21st birthday.

- PLEASE NOTE: If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium. You are required to prove this to us.
- To make your documents easier to read, we use the masculine form when referring to people. We always mean all genders.

#### **OUR PROMISE TO YOU**

#### Answers to your questions and cancellation advice in case of illness

You can find detailed information about travel and travel insurance online at **www.allianz-reiseversicherung.de/Hilfe-und-Service**. For quick answers to many concerns and questions about *your* insurance benefits, *our* chatbot is also available there at any time. Alternatively, *you* can use one of the contact forms provided there to send *us your* request directly.

Use *our* cancellation advice if you fall ill and do not know whether *you* have to cancel immediately or can still wait. *You* can provide all the information *we* need for the consultation here: **www.allianz-reiseversicherung.de**/Stornoberatung. If *you* follow the recommendation of *our* doctors, *we* will bear the risk of any higher cancellation costs.

#### **Registering a claim**

Quite simply and quickly online at www.allianz-reiseversicherung.de/versicherungsfall or via letter

#### Assistance in an emergency

In the case of an emergency, we are there to assist you. Our 24-hour Emergency Service will provide you with fast, expert assistance around the clock, anywhere in the world!

#### Please have the following information ready:

- the exact address and telephone number of your current whereabouts
- the names of the persons with whom you are in contact (e.g. your doctor, the hospital, the police)
- an exact description of the situation
- all other necessary information (e.g. start and / or end of travel, the tour operator and the insurance certificate number)

# Telephone: +49.89.6 24 24-245

Email: notfall-reise@allianz.com

#### COMPLAINTS, APPLICABLE LAW, CONTRACTUAL LANGUAGE, AND WITHDRAWAL

#### How you can lodge a complaint

It is our aim to offer you first-class services. Engaging with your concerns is equally important to us. If, at any time, you are not completely satisfied with our products or our service, please do not hesitate to inform us.

You can use any means of communication to inform us of your complaints concerning contractual or claims-related issues:

by telephone: +49.89.6 24 24-460

by email: beschwerde-reise@allianz.com

by letter addressed to AWP P&C S.A., Beschwerdemanagement, Bahnhofstraße 16, D – 85609 Aschheim (near Munich)

Further details about our complaints handling process is available at www.allianz-reiseversicherung.de/beschwerde

*You* can also contact the insurance ombudsman with *your* complaint regarding all insurance policies (with the exception of travel health insurance): Versicherungsombudsmann e. V., post office box 08 06 32, D – 10006 Berlin

Telephone: 0800.3 69 60 00, Fax 0800.3 69 90 00

Email: beschwerde@versicherungsombudsmann.de

You can find further information at: www.versicherungsombudsmann.de

For complaints about any insurance line, *you* can also contact the competent supervisory authority: Bundesanstalt für Finanzdienstleistungsaufsicht / German Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, D – 53117 Bonn (www.bafin.de).

Please note that this does not affect your right to take legal action.

#### Applicable law

The contractual relationship, including *our* pre-contractual relationship, is subject to German law, unless this is precluded by international law. Lawsuits arising from the insurance agreement may be raised by the policyholder and the insured person before the court which holds jurisdiction over the location in which the company or its branch office has its registered address. If the policyholder or the insured person is a natural person, lawsuits may also be raised before the court which holds jurisdiction over the location in which the policyholder or the insured person is domiciled at the time the action is filed or, if he / she has no domicile, over the location in which he / she has his/her habitual residence.

#### **Contractual Language**

We will conduct our correspondence with you in German. As an offer, we provide some of our documents and website information in English. However, these are for information purposes only, the respective German version remains legally binding.

#### Instruction Regarding Revocation

#### Part 1: Right of Revocation for Contracts With a Term of One Month Or More, Consequences of Revocation and Special Notices

#### **Right of Revocation**

You may revoke this contractual agreement within 14 days in text form (e.g. letter, fax, email) without having to state any reason. The revocation period shall begin at such time as you receive the following documents in text form:

- the insurance policy,
- the terms of contract, including the general terms and conditions of insurance, these in turn including the tariff regulations,
- this Instruction Regarding Revocation,
- the Insurance Product Information Document,
- and the further information listed hereafter in part 2.

Timely dispatch of the revocation shall suffice for compliance with the time limit. The revocation notice should be addressed to: AWP P&C S.A., Branch office Germany

Bahnhofstraße 16

D – 85609 Aschheim (near Munich)

Fax +49.89.6 24 24-244

Email: service-reise@allianz.com

#### Legal consequences of revocation

If you have effectively exercised your right of revocation, the insurance cover shall end. In this case the following applies: If you agreed that the insurance cover commences prior to the end of the revocation period, we shall reimburse you for that part of the insurance premiums attributable to the time after your revocation notice was received. We will be entitled to retain the portion of the premium which corresponds to the period of time up to the receipt of the revocation notice. It will be calculated on a pro rata basis per day, based on the amount of the insurance premium shown in the insurance policy for the entire insured period. The duty to reimburse shall be fulfilled without undue delay, at the latest 30 days after receipt of the revocation. If the insurance cover did not commence prior to the end of the revocation period, the effect of a revocation notice will be that any benefits received must be reimbursed and any advantage derived therefrom (e.g. interest) must be handed over.

#### **Special Notices**

Your right of revocation shall cease to apply if the contract has been wholly fulfilled by both sides at your explicit request before you have exercised your right of revocation.

#### Part 2: List of further information required for the commencement of the time limit

With regard to the "further information" mentioned in part 1 sentence 2, the information obligations are listed in detail below:

- We must provide you with the following information:
- 1. *Our* identity and that of the branch, if any, through which the contract is to be concluded. Furthermore, the commercial register with which the legal entity is registered and the corresponding register number have to be specified.
- 2. Our address for service and any other address relevant to the business relationship between us and you. In the case of legal persons, associations of persons or groups of persons, the name of a person authorised to represent them must also be stated. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
- 3. Our main business activity

4. The essential characteristics of the insurance benefit, in particular information on the type, scope and due date of our benefit

- 5. The total price of the insurance, including taxes, and other price components. If the insurance relationship is to comprise several independent insurance contracts, the insurance premiums must be quoted separately. If an exact price cannot be stated, we must provide information on the basis of the calculation of the premium to enable you to verify the price.
- 6. Details regarding payment and performance, in particular as to the payment of the insurance premium
- 7. Details of how the contract will come into existence, in particular the commencement date of the insurance and the insurance cover, as well as the duration of the period during which you, as the applicant, are to be bound by the application
- 8. The existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount *you* may have to pay in the event of revocation. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
- 9. Information on the duration of the contract
- 10. Information on the termination of the contract, in particular on the contractual termination conditions. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
- 11. The Member States of the European Union whose law we use as a basis for establishing relations with you prior to the conclusion of the insurance contract
- The law applicable to the contract, a contractual clause on the law applicable to the contract or on the court of competent jurisdiction
   The languages in which the terms and conditions of the contract and the preliminary information listed in this Part 2 will be communicated
- and the languages in which with *your* consent, *we* will communicate with *you* during the term of this contract
- 14. A possible access for *you* to an out-of-court complaint and redress procedure and, where applicable, the conditions for such access. It shall be expressly stated that this does not affect the possibility for *you* to take legal action.
- 15. The name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority

End of Instruction Regarding Revocation

# DATA PROTECTION POLICY

In accordance with Art. 13 and 14 of the General Data Protection Regulation (GDPR), we are informing you about how your personal data is processed by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about the rights to which you are entitled under data protection law. Please make all co-insured individuals (e. g. your spouse) aware of this policy.

#### I Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

AWP P&C S.A., Branch office Germany Bahnhofstraße 16 D - 85609 Aschheim (near Munich).

The Data Protection Officer can be contacted by standard mail at the aforementioned address, using the suffix "Data Protection Officer", or by email at datenschutz-azpde@allianz.com

#### II For what purpose is your data processed, and on what legal basis does this take place?

#### 1. What applies to all categories of personal data?

*We* process *your* personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the provisions of the German Insurance Contract Act (VVG) relevant to data protection law, as well as all other applicable laws.

When you apply for insurance cover, we will require the information provided by you at this point in order to arrange the contract and to estimate the risk assumed by us. If the insurance contract comes into being, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about loss or damage in order to be able to assess whether an insured event has occurred and determine the extent of this loss or damage.

# It is not possible to arrange and implement the insurance contract without processing your personal data.

Art. 6 (1) b) GDPR constitutes the legal basis for the processing of personal data for pre-contractual and contractual purposes.

Alongside that, Art. 6 (1) a) and c) - f) GDPR contain other legally defined situations in which we are entitled to process personal data.

We will process your data in order to fulfil a legal obligation in accordance with Art. 6 (1) c) GDPR, such as to review claims for settlement, if another insurer seeks recourse from us due to the existence of multiple insurance policies.

We will also process your data in order to uphold our legitimate interests or the legitimate interests of others, Art. 6 (1) f) GDPR. This may be the case particularly:

- for ensuring IT security and IT operations
- · for marketing our own insurance products, and for conducting marketing surveys and opinion polls
- for the prevention and investigation of criminal activities (in particular, we employ data analyses to detect possible indications of insurance fraud).

As a rule, we only process that data that we have received directly from you. In certain cases we may also receive such data from other sources (such as if another insurer seeks recourse from us due to the existence of multiple insurance policies).

*We* also process *your* personal data in order to fulfil other statutory obligations, such as regulatory requirements, as well as data retention obligations imposed by commercial and tax law. In these cases, the legal basis of the data processing is provided by the relevant statutory regulations in conjunction with Art. 6 (1) c) GDPR.

We may also process your data in accordance with Art. 6 (1) d) GDPR in order to protect your vital interests, or if you have consented to the data processing, Art. 6 (1) a) GDPR.

If we wish to process your data for any purpose other than those specified above, we will notify you in advance within the frame-work of the statutory regulations.

#### 2. What applies to special categories of personal data, especially health data?

There are special safeguards on the processing of special categories of personal data, of which health data is one. As a rule, processing is permitted only if *you* have consented to the processing in accordance with Art. 9 (2) a) GDPR, or if this is a case of one of the other situations defined by law, Art. 9 (2) b) -j) GDPR.

#### a) Processing of your special categories of personal data

In many cases, in order to review the benefit entitlement, we require personal data belonging to a special category (sensitive data). This includes health data, for example. If, in connection with a specific insured event, you provide us with such data together with a request to review and process the claim, you are explicitly permitting us to process your sensitive data necessary in order to process the insured event. We will again remind you specifically of this fact in the claim form.

You may withdraw your consent at any time, with future effect. However, we explicitly inform you that it may in that case no longer be possible to review our indemnity obligation in connection with the insured event. If the review of the claim is already concluded, there may be statutory retention obligations that mean the data cannot be erased.

We may also process your sensitive data if this is necessary to protect your vital interests, and if you are physically or legally incapable of giving consent, Art. 9 (2) c) GDPR. This may be the case if you suffer a serious accident while travelling, for example.

In the case of multiple insurance policies, if another insurer seeks recourse from *us* or if *we* seek recourse from another insurer, *we* may process *your* sensitive data in order to assert and defend the statutory claim for settlement, Art. 9 (2) f) GDPR.

#### b) Requesting health data from third parties for review of the indemnity obligation

In order to review *our* indemnity obligation, it may be necessary for *us* to review information about the state of *your* health, as provided by *you* for the substantiation of claims, or which is contained in the documents submitted (e.g. invoices, prescriptions, medical reports) or statements, such as from a doctor or other member of the healthcare profession.

For this purpose, we will require your consent, including a confidentiality waiver covering us and all agencies subject to a duty of confidentiality, and which are required to provide information for review of the indemnity obligation.

We will notify you in each specific case about what persons or institutions require information for what purpose. You may then decide in each case whether you consent to us collecting and using your health information, and whether to release the named persons or institutions and their employees from their duty of non-disclosure, and if you agree to the communication of your health data to us, or if you want to personally provide the necessary documentation.

#### III To what recipients will we communicate your data?

Recipients of *your* personal data may include: selected external service providers (e.g. assistance service providers, benefit processors, transport service providers, technical service providers, etc.), other insurers (e.g. in the case of multiple insurance coverage).

We also insure some of the risks that we cover with specialist insurance companies (re-insurers). To this end, it may be necessary to send your contract and, where relevant, your claims information to a re-insurer, to enable it to form its own opinion of the risk or the insured event.

If you join a group insurance contract as an insured person, (e.g. when acquiring a credit card), we may disclose your personal data to the policyholder (a bank for example), if it has a legitimate interest in knowing this information.

In addition, we may also communicate your personal data to other recipients, such as public authorities for the fulfilment of statutory duties of notification (e.g. finance authorities or criminal investigation agencies).

The forwarding of data is a form of data processing, and is likewise performed within the framework of the principles set out in Art. 6 (1) and Art. 9 (2) GDPR.

# IV How long will we retain your data?

We will retain your data for the period during which claims may be made against our company (statutory limitation period of 3 to 30 years). We will also retain your data if we are under a legal obligation to do so, e.g. according to the provisions of the German Commercial Code, the German Fiscal Code or the German Money Laundering Act. The relevant retention periods range up to ten years.

#### V Where will your data be processed?

If we should transfer your data to service providers located outside of the European Economic Area (EEA), the transfer within the Allianz Group will be performed on the basis of "Binding Corporate Rules", which have been approved by the data protection authorities. These form part of the "Allianz Privacy Standard". These Corporate Rules are binding on all companies within the Allianz Group, and they ensure an appropriate level of protection for personal data. The "Allianz Privacy Standard" and the list of Allianz Group companies bound by this standard, can be viewed here: https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html.

In those cases in which the "Allianz Privacy Standard" does not apply, the transfer of data to third countries will take place in accordance with Art. 44 – 50 GDPR.

#### VI What are your rights?

You have the right to be informed about all of the information retained by us, and to demand that incorrect data be rectified. Under certain conditions, you also have the right to the erasure of data, the right to object to processing, the right to the restriction of processing and the right to data portability.

#### **Right of objection**

You may object to the processing of your data for direct marketing purposes. If we process your data in order to protect legitimate interests, you may object to this processing for reasons pertaining to your particular situation.

If you have any objections concerning the handling of your data, you may contact the aforementioned Data Protection Officer in this connection. You are also entitled to lodge an objection with a data protection supervisory authority.

# INFORMATION FOR CONTRACTS IN ELECTRONIC COMMERCE

If you have purchased your insurance contract electronically (e.g. via an online portal), the following information applies:

#### I Can entries that have been made be changed before the insurance is concluded?

If you are unsure whether you have entered correct information everywhere, you can check and change your details at any time before concluding the insurance. You can also use the "Back" button to edit previous steps.

#### II Which technical step leads to the conclusion of the contract?

We will guide you step by step to the online conclusion. On the page "payment" you will see a summary of your details in the right-hand column. Please check that all data is correct. The insurance policy itself is only arranged when you click on the button "Pay XX,XX EUR". With this you conclude a binding contract with us and the data is transmitted to us.

# III Will your contract data and the text of the contract be stored after the conclusion of the contract?

The contract data you entered and the text of the contract will be stored by us. You will receive the insurance certificate with the essential elements of the contract by email after the insurance has been arranged.

#### IV Which languages are available?

We provide our offer in German language.

# INFORMATION ON YOUR INSURANCE PREMIUM

#### Annual Complete Protection excl. Travel Health Insurance AVB 22

Your insurance contract will be renewed for a further year if you or we do not terminate it at least one month before the end of the insurance year. If you reach one of the stated age limits during the term of the contract, the new insurance premium (= subsequent premium) will not be due until the next renewal of the contract for a further year. Please refer to the rate table below to see how your insurance premium will develop.

If *you* pay by direct debit or credit card, *we* will debit your subsequent premium within one week of the renewal of the contract. There will be no separate notification before the insurance premium is debited. Therefore, please ensure that the insurance premium can be debited in accordance with the payment method *you* have chosen. In the case of a bank transfer, please pay the subsequent premium no later than one week after the start of the new insurance year.

1	up to 50 years						from 66 years on					
	Tax-exempt			51 years up to 65 years Tax-exempt				from 66 years on Tax-exempt				
		portion (travel		Included		portion (travel		Included		portion (travel		Included
	Total	health		insurance tax	Total	health		insurance tax	Total	health		insurance tax
	premium	insurance)*	Taxable portion	(19 %)	premium	insurance)*	Taxable portion	(19 %)	premium	insurance)*	Taxable portion	(19 %)
per person			· · · ·			, i i i i i i i i i i i i i i i i i i i						
travel price												
up to		with de	ductible			with de	ductible			with de	ductible	
1.000,-	78,-	0,00	78,00	14,82	105,-	0,00	105,00	19,95	166,-	0,00	166,00	31,54
1.500,-	89,-	0,00	89,00	16,91	122,-	0,00	122,00	23,18	178,-	0,00	178,00	33,82
2.000,-	97,-	0,00	97,00	18,43	129,-	0,00	129,00	24,51	183,-	0,00	183,00	34,77
3.000,-	152,-	0,00	152,00	28,88	197,-	0,00	197,00	37,43	229,-	0,00	229,00	43,51
4.000,-	169,-	0,00	169,00	32,11	228,-	0,00	228,00	43,32	256,-	0,00	256,00	48,64
6.000,-	209,-	0,00	209,00	39,71	282,-	0,00	282,00	53,58	361,-	0,00	361,00	68,59
8.000,-	277,-	0,00	277,00	52,63	353,-	0,00	353,00	67,07	482,-	0,00	482,00	91,58
10.000,-	345,-	0,00	345,00	65,55	441,-	0,00	441,00	83,79	603,-	0,00	603,00	114,57
12.000,-	410,-	0,00	410,00	77,90	525,-	0,00	525,00	99,75	718,-	0,00	718,00	136,42
per person												
travel price												
up to		without d	leductible			without d	eductible			without d	eductible	
1.000,-	85,-	0,00	85,00	16,15	117,-	0,00	117,00	22,23	183,-	0,00	183,00	34,77
1.500,-	98,-	0,00	98,00	18,62	129,-	0,00	129,00	24,51	198,-	0,00	198,00	37,62
2.000,-	109,-	0,00	109,00	20,71	148,-	0,00	148,00	28,12	202,-	0,00	202,00	38,38
3.000,-	164,-	0,00	164,00	31,16	209,-	0,00	209,00	39,71	279,-	0,00	279,00	53,01
4.000,-	181,-	0,00	181,00	34,39	244,-	0,00	244,00	46,36	321,-	0,00	321,00	60,99
6.000,-	223,-	0,00	223,00	42,37	294,-	0,00	294,00	55,86	445,-	0,00	445,00	84,55
8.000,-	301,-	0,00	301,00	57,19	382,-	0,00	382,00	72,58	603,-	0,00	603,00	114,57
10.000,-	368,-	0,00	368,00	69,92	471,-	0,00	471,00	89,49	711,-	0,00	711,00	135,09
12.000,-	432,-	0,00		82,08	556,-	0,00	556,00	105,64	814,-	0,00	814,00	154,66
per			·				<u> </u>				<b>i</b>	
family / couple												
total travel												
price up to			ductible			with de				with de		
2.000,-	135,-	0,00	,	25,65	179,-	0,00	179,00	34,01	281,-	0,00	281,00	53,39
3,000,-	155,-	0,00	,	29,45	212,-	0,00	212,00	40,28	298,-	0,00	298,00	56,62
4.000,-	192,–	0,00	192,00	36,48	259,-	0,00	259,00	49,21	361,-	0,00	361,00	68,59
6.000,-	248,-	0,00	,	47,12	332,-	0,00	332,00	63,08	421,-	0,00	421,00	79,99
8.000,-	306,-	0,00		58,14	412,-	0,00	412,00	78,28	516,-	0,00	516,00	98,04
10.000,-	373,-	0,00	,	70,87	503,-	0,00	503,00	95,57	638,-	0,00	638,00	121,22
12.000,-	439,-	0,00	439,00	83,41	593,-	0,00	593,00	112,67	723,-	0,00	723,00	137,37
per												
family / couple												
total travel price up to		without d	laductible			without d	oductiblo			without d	aductible	
2.000,-	179,-	0.00		34,01	239,-	0,00	239,00	45,41	329,-	0,00		62,51
3.000,-	201	0,00	-,	38,19	273	0,00	273.00	51.87	329,-	0,00	329,00	67.45
4.000,-	201,-	0,00	. ,	40,66	273,-	0,00	275,00	54,34	401	0,00	401,00	76,19
6.000,-	214,-	0,00		51,11	260,-	0,00	361,00	68,59	401,-	0,00	401,00	91,58
8.000,-	328,-	0,00	· · · · ·	62,32	442,-	0,00	442,00	83,98	482,- 643,-	0,00	643,00	122,17
10.000,-	326,-	0,00		75,24	442,- 534	0,00	534,00	101.46	723,-	0,00	723,00	137,37
12.000,-	459	0,00	,	87,21	624,-	0,00	624.00	118,56	844	0,00	844,00	160,36
12.000,-	400,-	0,00	400,00	07,21	024,-	0,00	024,00	110,30	044,-	0,00	044,00	100,30

\* Premiums for the travel health insurance are tax-exempt pursuant to Section 4 No. 5 VersStG.

#### INSURANCE INFORMATION AND CONDITIONS

# WHO WE ARE

The contractually agreed insurance benefits are provided by AWP P&C S.A. in accordance with the following insurance conditions. Verbal agreements are invalid. The insurance tax is included in the insurance premiums. Fees are not charged. The insurance premiums and service descriptions documented in the insurance *policy* or in the travel / booking confirmation are decisive for the scope of insurance.

# AWP P&C S.A. Branch Office Germany Bahnhofstraße 16 D - 85609 Aschheim (near Munich) CEO: Carsten Staat Registry Court: Munich HRB 4605 USt.-IdNr.: DE 129274528

AWP P&C S.A. Joint Stock Company under French Law Location: Saint-Ouen (France) Commercial Register: R.C.S. Bobigny 519 490 080 Chairman of the Board: Tomas Kunzmann

#### **ABOUT THIS POLICY**

This *policy* is *our* contract with *you*. Please read it carefully. *We* have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. If *you* have any questions, please do not hesitate to contact *us*. Just visit *us* online or give *us* a call using the contact information listed in Coverage Summary.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are italicized. These words are defined in the Definitions section. Words that are capitalized refer to the document and coverage names found in this *policy*. Headings are provided for convenience only and do not affect *your* coverage in any way.

# WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This travel insurance *policy* covers only the sudden and unexpected specific situations, events, and losses included in this *policy*, and only under the conditions described. Please review this *policy* carefully.

Your policy consists of three parts:

- 1. Proof of insurance (e. g. insurance certificate, travel confirmation, booking confirmation);
- 2. Documents of the Proof of Insurance with the Data Protection Policy and the Insurance Information and Conditions;
- 3. Insurance Product Information Document.

#### NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Provisions document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under *your policy*.

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# DEFINITIONS

Throughout this *policy*, words and any form of the word appearing in italics are defined in this section.

Abroad	A <i>trip abroad</i> is a <i>trip</i> to a country where <i>you</i> do not have a permanent residence or where <i>you</i> did not stay longer than three months per year during the last three years.				
Accident	An unexpected and unintended external event that causes <i>injury</i> , property damage, or both. A different definition of " <i>accident</i> " is used in the Travel Accident Insurance section. Please refer to the Travel Accident Insurance section of this document, if applicable, for details.				
Accommodation	A hotel or any other kind of lodging for which you make a reservation or where you stay and incur an expense				
Adoption proceeding	A mandatory legal proceeding or other meeting required by law to be attended by <i>you</i> as a prospective adoptive parent(s) in order to legally adopt a minor child.				
Baggage	Personal property you take with you or acquire on your trip.				
Cohabitant	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.				
Computer System	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.				
Covered reasons	The specifically named situations or events for which you are covered under this policy.				
Cyber Risk	<ul> <li>Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:</li> <li>Any unauthorized, malicious, or <i>illegal act</i>, or the threat of such act(s), involving access to, or the processing, use, or operation of, any <i>computer system</i>;</li> <li>Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>;</li> <li>Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>; or</li> <li>Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ul>				
Departure date	The originally scheduled date that you have selected to begin travel as shown on your trip itinerary.				
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>traveling companion, your family member</i> , a <i>traveling companion's family member</i> , or the sick or <i>injured</i> person's <i>family member</i> .				
Epidemic	A contagious disease recognized or referred to as an <i>epidemic</i> by a representative of the World Health Organization (WHO) or an official government authority.				
Family member	<ol> <li>Your:</li> <li>Spouse (by marriage, common law, domestic partnership, or civil union);</li> <li><i>Cohabitants;</i></li> <li>Parents and stepparents;</li> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>Siblings and stepsiblings;</li> <li>Grandparents and grandchildren;</li> <li>The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>Aunts, uncles, nieces, and nephews;</li> <li>Legal guardians and wards;</li> <li>Paid, properly licensed and / or registered caregivers.</li> </ol>				
First responder	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an <i>accident</i> or emergency to provide aid and relief.				
High-altitude activity	An activity that includes, or is intended to include, going above 4,500 meters in elevation, other than as a passenger in a commercial aircraft.				
High value items	Collectibles, jewelry, watches, gems, pearls, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, binoculars, telescopes, <i>sporting equipment</i> , mobile devices, smartphones, computers, radios, drones, robots, and other electronics, including parts and accessories for the aforementioned items.				
Illegal act	An act that violates law where it is committed.				
Injury	Physical bodily harm.				
Local public transportation	Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport <i>you</i> or a <i>traveling companion</i> less than 150 kilometers (as the crow flies).				
Mechanical breakdown	A mechanical issue, which prevents the vehicle from being driven normally, including a flat tyre, or running out of fluids (except fuel).				
Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, avalanche, landslide, or volcanic eruption.				
Pandemic	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.				
Policy	The travel insurance coverage purchased. The <i>policy</i> includes the proof of insurance (e. g. insurance policy), the Documents of the Proof of Insurance with the Coverage Summary, the Data Protection Policy and the Insurance Information and Conditions as well as the Insurance Product Information Document.				

Political risk	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to:
	<ol> <li>Nationalization;</li> <li>Confiscation;</li> </ol>
	<ol> <li>Expropriation (including Selective Discrimination and Forced Abandonment);</li> </ol>
	4. Deprivation;
	5. Revolution;
	6. Rebellion;
	7. Insurrection;
	8. Civil commotion assuming to proportion of or amounting to an uprising;
Dre evicting medical condition	9. Military and usurped power.
Pre-existing medical condition	Pre-existing conditions are illnesses or health complaints that existed before <i>you</i> took out the insurance or booked travel, respectively. <i>You</i> knew or had to expect that treatments would be necessary. Pre-existing conditions are not insured.
	In the Travel Cancellation and Travel Interruption Insurance, insurance coverage is only provided for unexpected serious illnesses. <i>We</i> distinguish between physical and mental illnesses:
	1. Unexpected physical illness in the Travel Cancellation Insurance.
	It occurs for the first time after conclusion of the insurance. Or: An already existing illness has not been treated in the last six months prior to conclusion of the insurance. The illness worsens after the conclusion of the insurance. For <i>trips</i> that <i>you</i> book after <i>you</i> have taken out the insurance, the following must apply. The illness occurs for the first time after booking the <i>trip</i> . A pre-existing illness must not have been treated in the last six months before booking the <i>trip</i> . Regular examinations performed for
	<ol> <li>Unexpected physical illness in the Travel Interruption Insurance.</li> </ol>
	It occurs for the first time after the <i>trip</i> has started. Or: An already existing illness has not been treated in
	the last six months prior to the commencement of the <i>trip</i> . The illness worsens after commencement of the <i>trip</i> . Regular examinations performed for monitoring or precautionary purposes do not constitute treatment.
	3. Unexpected mental illness in the Travel Cancellation Insurance.
	It occurs for the first time after conclusion of the insurance. Or: In the case of a chronic mental illness we consider the episode or the deterioration to be pre-existing under certain conditions. It is considered pre- existing if the most recent treatment took place within three years prior to the conclusion of the insurance. For <i>trips</i> that <i>you</i> book after <i>you</i> have taken out the insurance, the following must apply. The illness occurs for the first time after booking the <i>trip</i> . A pre-existing illness must not have been treated in the last three years months before booking the <i>trip</i> . Regular examinations performed for monitoring or
	precautionary purposes do not constitute treatment.
	4. Unexpected mental illness in the Travel Interruption Insurance. It occurs for the first time after the <i>trip</i> has started. Or: In the case of a chronic mental illness <i>we</i> conside the episode or the deterioration to be pre-existing under certain conditions. It is considered pre-existing i the most recent treatment took place within three years prior to the commencement of the <i>trip</i> . Regular examinations performed for monitoring or precautionary purposes do not constitute treatment.
	5. A mental illness is serious if in-patient treatment is required. It is also serious if it is certified by a consultant psychiatrist before the <i>trip</i> is cancelled (Travel Cancellation). It is also serious if outpatient psychotherapy is approved by your health insurer.
Primary residence	Your permanent, fixed home address for legal and tax purposes.
Quarantine	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which <i>you</i> are booked to travel during <i>your trip</i> , which is intended to stop the spread of a contagious disease to which <i>you</i> or a <i>traveling companion</i> has been exposed.
Refund	Cash, credit, or a voucher for future travel that <i>you</i> are eligible to receive from a <i>travel supplier</i> , or any credit, recovery, or reimbursement <i>you</i> are eligible to receive from <i>your</i> employer, another insurance company, acredit card issuer, or any other entity.
Service dog	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks
	include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well- being
Severe weather	include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a
Severe weather	include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.
	include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition. Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms. Equipment or goods used to participate in a sport.
Sporting equipment	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as</li> </ul>
Sporting equipment	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether</li> </ul>
Sporting equipment Terrorist event	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and / or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i>, or acts of war.</li> </ul>
Sporting equipment Terrorist event Traffic accident	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and / or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i>, or acts of war.</li> <li>An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i>, that causes <i>injury</i>, property damage, or both.</li> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It</li> </ul>
Sporting equipment Terrorist event Traffic accident	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and / or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i>, or acts of war.</li> <li>An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i>, that causes <i>injury</i>, property damage, or both.</li> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:</li> </ul>
Sporting equipment Terrorist event Traffic accident	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and / or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i>, or acts of war.</li> <li>An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i>, that causes <i>injury</i>, property damage, or both.</li> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: <ol> <li>Rental vehicle companies;</li> </ol> </li> </ul>
Severe weather Sporting equipment Terrorist event Traffic accident Travel carrier	<ul> <li>include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being comfort, or companionship are not considered work or tasks under this definition.</li> <li>Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.</li> <li>Equipment or goods used to participate in a sport.</li> <li>An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and / or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i>, or acts of war.</li> <li>An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i>, that causes <i>injury</i>, property damage, or both.</li> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:</li> </ul>

Traveling companion	A person or <i>service dog</i> traveling with <i>you</i> or traveling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>traveling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader. School teachers leading group class <i>trips</i> are not considered group or tour leaders.				
Trip	<ul> <li>Your travel originally scheduled to begin on your departure date and end on your return date to, within, and / or from a location</li> <li>1. at least 50 km away from your primary residence; or</li> <li>2. abroad; or</li> <li>3. outside your city / town of residence, provided that your travel includes an overnight stay.</li> <li>It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 56 days.</li> </ul>				
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, storm, explosion, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.				
We, Us, or Our	AWP P&C S.A., Branch Office Germany.				
You or Your	All persons listed as insureds in the insurance <i>policy</i> or the proof of insurance.				

# WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your policy's coverage effective date and coverage end date are indicated in your proof of insurance. The policy is effective the day we receive the order and you pay the full premium. The order must be received and the full premium must be paid on or before the departure date.

Coverage is only provided for losses that occur while your policy is in effect, subject to its terms, conditions, and exclusions.

Maximum *trip* length of individual *trips* cannot exceed 56 days. If an individual *trip* lasts for longer than 56 days, cover will be provided only for the first 56 days.

The coverage period ends at 23:59 local time on the coverage end date, unless you are on a trip. If you are on a trip on your coverage end date, your coverage will end on the earlier of:

- 1. The day you arrive at your point of origin or primary residence; or
- 2. Three days after the coverage end date.

However, if your return travel is delayed due to a covered reason, we will extend your coverage period until the earlier of:

- 1. You are able to return to your point of origin or primary residence; or
- 2. You arrive at a medical facility for further care following a medical repatriation or trip interruption.

# **DESCRIPTION OF COVERAGES**

In this section, we will describe the many different types of insurance coverages, which are included in your policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under your policy and to the General Provisions section, where you can read about your duties (obligations), among other things.

#### A. TRAVEL CANCELLATION INSURANCE

If *your trip* is canceled or rescheduled for a *covered reason* listed below that happens after *your trip*'s purchase date, *we* will reimburse *you* for *your* non-refundable *trip* payments, deposits, cancellation fees, and change fees costs to rebook *your* transportation (less available *refunds*), up to the maximum benefit for Travel Cancellation coverage listed in *your* Coverage Summary. Please note that this coverage only applies before *you* have left for *your trip*.

Also, if you pre-booked shared accommodation and your traveling companion cancels their trip due to one or more of the covered reasons listed below, we will reimburse any additional accommodation fees you are required to pay.

**IMPORTANT** (obligation): You must notify all of your travel suppliers within 48 hours of discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor) in order to keep the cancellation costs as low as possible. This also applies to illnesses or *injuries* that should have healed by the time of travel, given the usual course of healing. If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, *injury*, or medical condition prevents you from being able to notify your travel suppliers within that 48-hour period, you must notify them as soon as you are able.

If you contact our medical service (cancellation advice) immediately when the insured event occurs, they will advise you. If they recommend that you wait and see and you follow this advice, there is no breach of obligation.

#### The consequences of a breach of obligation can be found in the General Provisions section.

#### Covered reasons:

1. You or a *traveling companion* becomes ill or *injured*, or develops a *medical condition* disabling enough to make you cancel your trip (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following condition applies:

- a. A doctor advises you or a traveling companion to cancel your trip before you cancel it.
- 2. A *family member* who is not traveling with *you* becomes ill or *injured*, or develops a *medical condition* (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following condition applies:

- a. The illness, injury, or medical condition must be considered life threatening by a doctor, or require hospitalization.
- 3. You, a traveling companion, family member, or your service dog dies on or after your policy's Coverage Effective Date and after you purchase your trip.
- 4. You or a traveling companion is quarantined before your trip due to having been exposed to:
  - a. A contagious disease other than an *epidemic* or *pandemic* or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*.
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel, or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.

5. You or a traveling companion is in a traffic accident on the departure date.

One of the following conditions must apply:

- a. You or a traveling companion need medical attention.
- b. Your or a traveling companion's vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 7. Your primary residence becomes uninhabitable.
- 8. Your travel carrier cannot get you to your original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - a. A natural disaster;
  - b. Severe weather;
  - c. Strike, unless threatened or announced prior to the purchase of your policy or prior to the trip's purchase date;
  - d. Government-mandated shutdown of airline or train operations. This does not include travel alerts / bulletins or prohibitions by any government or public authority.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your policy's* Travel Cancellation Insurance maximum benefit:

- a. The necessary cost of the alternative transportation, less available refunds; and
- b. The cost of any lost pre-booked accommodation caused by your delayed arrival, less available refunds.

The following conditions apply:

- a. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel* carrier.
- b. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.
- 9. You or a traveling companion is terminated or laid off by a current employer after your policy's purchase date.

The following conditions apply:

- a. The termination or layoff is not your or your traveling companion's fault;
- b. The employment must have been permanent (not temporary or contract);
- c. The employment must have been for at least 12 continuous months.
- 10. You or a traveling companion secures permanent, paid employment subject to social security contributions, after your policy's purchase date, that requires presence at work during the originally scheduled *trip* dates.
- 11. Your or a traveling companion's primary residence is permanently relocated by at least 150 kilometers due to a transfer by your or a traveling companion's current employer. This coverage includes relocation due to transfer by your spouse's current employer.
- 12. You or a *traveling companion* serving as a *first responder* is called in for duty due to an *accident* or emergency (including a *natural disaster*) to provide aid or relief during the originally scheduled *trip* dates.
- 13. You or a traveling companion receive a legal notice to attend an adoption proceeding during your trip.
- 14. You, a traveling companion, or a family member serving in the armed forces during the originally scheduled trip dates is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 15. You or a traveling companion is medically unable to receive an immunization required for entry into a destination.
- 16. Your or travel companion's travel documents required for the trip are stolen.

The following condition applies:

- a. You must provide evidence of your efforts to obtain replacement documents that would allow you to keep the originally scheduled trip dates.
- 17. You or a traveling companion is refused a tourist visa by the authorities of the destination or transit country.
- 18. You find out you are pregnant after purchasing this policy.
- 19. You need to attend the birth of a family member's child.
- 20. Your destination becomes uninhabitable.
- 21. Family outside your country of residence cannot accommodate you during your trip, as planned, because someone in their household has died, become seriously ill or injured, or developed a serious medical condition.

22. Government authorities order a mandatory evacuation due to a *natural disaster* at *your* destination that is in effect within 24 hours prior to *your departure date.* 

The following conditions apply:

- a. Your policy effective date is prior to public knowledge of the event leading to the mandatory evacuation.
- b. You purchased your trip prior to public knowledge of the event leading to the mandatory evacuation.
- 23. You or a traveling companion legally separates or divorces on or after your policy's Coverage Effective Date but before your scheduled departure date.

The following condition applies:

a. The trip was purchased during the coverage period.

- 24. Your or a traveling companion's vehicle experiences a mechanical breakdown on the way to the departure point of your trip.
- 25. Your or a *traveling companion's* primary vehicle intended for transporting *you* or the *traveling companion* to the point of *your trip's* departure or intended to be the primary mode of transportation during *your trip* is stolen.
- 26. You fail the final exam or you fail to advance to the next grade level at an accredited educational establishment, where you are a student.
- 27. Your tour operator or commercial event organizer cancels your multi-day tour or multi-day event that is the main purpose of your trip and was purchased prior to your departure date due to:
  - a. A natural disaster;
  - b. Severe weather.

NOTE: We will not reimburse you for the cost of the cancelled multi-day tour or multi-day event. We will reimburse you for the prebooked, non-refundable cost of accommodation for and transportation to and from the cancelled multi-day tour or multi-day event.

28. A *terrorist event* happens within 30 days of *your departure date* within 100 kilometers of any city *you* are traveling to during *your trip*, as indicated on *your* original itinerary.

The following conditions apply:

- a. A terrorist event must not have occurred within 40 kilometers of that city any time in the 30 days prior to your trip purchase date; and
- b. For *trips* purchased prior to the *policy's* effective date, a *terrorist event* must not have occurred within 40 kilometers of that city any time in the 30 days prior to *your policy's* effective date.
- 29. You or a *traveling companion* become ill or *injured*, or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) disabling enough to prevent *you* or the *traveling companion* from participating in the activity that is the main purpose of *your trip*.

The following condition applies:

a. A *doctor* advises *you* not to participate in the activity before *your departure date*. If that isn't possible, a *doctor* must either examine or consult with *you* within 48 hours of the activity, or as soon as reasonably possible, to confirm the decision not to attend.

# B. TRAVEL INTERRUPTION INSURANCE

#### **Trip Curtailment**

If you have to interrupt your trip or end it early due to one or more of the covered reasons listed below, we will reimburse you, less available refunds, up to the maximum benefit for Trip Curtailment Coverage listed in your Coverage Summary, for the prorated portion of your insured unused non-refundable trip payments and deposits.

**IMPORTANT** (obligation): You must notify all of your travel suppliers within 48 hours of discovering that you will need to interrupt your trip (this includes being advised to interrupt your trip by a doctor). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, *injury*, or medical condition prevents you from being able to notify your travel suppliers within that 48-hour period, you must notify them as soon as you are able.

NOTE: We will not reimburse you for the non-refundable portion of your original return ticket under Trip Curtailment coverage if we have paid or reimbursed you for the new return travel carrier ticket to your primary residence under Early Return coverage.

#### The consequences of a breach of obligation can be found in the General Provisions section.

#### Early Return

If you have to end your trip early due to one or more of the covered reasons listed below, we will assist you in securing and will pay or reimburse you for, less available refunds, the new return travel carrier ticket to your primary residence, up to the maximum benefit for Early Return Coverage listed in your Coverage Summary.

NOTE: We will not pay or reimburse you for the new return travel carrier ticket to your primary residence under Early Return coverage if we have reimbursed you for the non-refundable portion of your original return ticket under Trip Curtailment Coverage.

# **Trip Continuation**

If you have to interrupt your trip due to one or more of the covered reasons listed below, we will assist you in securing transportation arrangements necessary to continue your trip and:

- 1. pay or reimburse *you* for, less available *refunds*, the necessary transportation expenses *you* incur to continue *your trip*, up to the maximum benefit for Trip Continuation Coverage listed in *your* Coverage Summary;
- reimburse you for additional accommodation fees you are required to pay, less available refunds, up to the maximum benefit for Trip Continuation Coverage listed in your Coverage Summary, if you prepaid for shared accommodation and your traveling companion has to end their trip.

# **Extended Stay**

If you have to interrupt your trip due to one or more of the covered reasons listed below and the interruption causes you to stay at your destination (or the location of the interruption) longer than originally planned, we will reimburse you, less available refunds, up to the maximum benefit for Extended Stay coverage listed in your Coverage Summary, for additional accommodation and transportation expenses.

# Covered reasons:

1. You or a traveling companion becomes ill or injured, or develops a medical condition disabling enough to make you interrupt your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following condition applies:

- a. A doctor must either examine or consult with you or the traveling companion before you make a decision to interrupt the trip.
- 2. A *family member* who is not traveling with *you* becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following condition applies:

- a. The illness, injury, or medical condition must be considered life threatening by a doctor or require hospitalization.
- 3. You, a traveling companion, family member, or your service dog dies during your trip.
- 4. You or a traveling companion is quarantined during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*.
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel, or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.
- 5. You or a traveling companion is in a traffic accident.

One of the following conditions must apply:

- a. You or a traveling companion needs medical attention; or
- b. The vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).
- 7. Your primary residence becomes uninhabitable.
- 8. Your travel carrier cannot get you to your original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - a. A natural disaster;
  - a. Severe weather;
  - c. Strike, unless threatened or announced prior to the purchase of your policy or prior to the trip's purchase date;
  - d. Government-mandated shutdown of airline or train operations. This does not include travel alerts / bulletins or prohibitions by any government or public authority.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your policy's* Travel Interruption Insurance maximum benefit:

- a. The necessary cost of alternate transportation, less available *refunds;* and
- b. The cost of any lost pre-booked accommodation caused by your delayed arrival, less available refunds.

The following conditions apply:

- a. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel* carrier;
- b. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.
- 9. You or a *traveling companion* serving as a *first responder* is called in for duty due to an *accident* or emergency (including a *natural disaster*) to provide aid or relief during the originally scheduled *trip* dates.

- 10. You or a traveling companion is a traveler on a hijacked aircraft, train, vehicle, or vessel.
- 11. You, a traveling companion, or a family member serving in the armed forces during the originally scheduled trip dates is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 12. You miss at least 50 % of the length of your trip due to one of the following:
  - a. A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date);
  - b. A strike, unless threatened or announced prior to the purchase of your policy or prior to the trip's purchase date;
  - c. A natural disaster;
  - d. Roads are closed or impassable due to severe weather;
  - e. Lost or stolen travel documents that are required and cannot be replaced in time for continuation of *your trip*; the following condition applies:
    - i. You must provide evidence of your efforts to obtain replacement documents;
  - f. Civil disorder.
- 13. A *travel carrier* denies *you* or a *traveling companion* boarding based on a suspicion that *you* or a *traveling companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include *your* refusal or failure to comply with rules or requirements to travel or of entry to *your* destination.
- 14. You need to attend the birth of a family member's child.
- 15. Your destination becomes uninhabitable.
- 16. Family outside *your* country of residence cannot accommodate *you* during *your trip,* as planned, because someone in their household has died, become seriously ill or *injured*, or developed a serious medical condition.
- 17. Government authorities order a mandatory evacuation due to a natural disaster at your destination while you are on your trip.

The following conditions apply:

- a. Your policy effective date is prior to public knowledge of the event leading to the mandatory evacuation.
- b. You purchased your trip prior to public knowledge of the event leading to the mandatory evacuation.
- 18. Your or a traveling companion's vehicle experiences a mechanical breakdown during your trip, which results in the vehicle being unable to be driven safely.
- 19. Your or a traveling companion's vehicle, which serves as a primary mode of transportation during your trip, is stolen.
- 20. A *terrorist event* happens within 100 kilometers of any city *you* are traveling to during *your trip,* as indicated on *your* original itinerary from *your travel supplier.*

The following conditions apply:

- a. A terrorist event must not have occurred within 40 kilometers of that city any time in the 30 days prior to your trip purchase date; and
- b. For *trips* purchased prior to the *policy's* effective date, a *terrorist event* must not have occurred within 40 kilometers of that city any time in the 30 days prior to *your policy's* effective date.

#### C. TRAVEL DELAY INSURANCE

1.

If your or a traveling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, less available refunds, up to the maximum benefit shown in your Coverage Summary for Travel Delay:

- Your lost pre-booked *trip* expenses and additional expenses *you* incur while and where *you* are delayed for meals, *accommodation*, communication, and local transportation, subject to a daily (24 hours) limit listed in *your* Coverage Summary:
  - a. If you provide receipts, the With Receipts Daily Limit applies.
  - b. If you do not provide receipts, the No Receipts Daily Limit applies.
- 2. If the delay causes *you* to miss the departure of *your* cruise or tour, necessary transportation expenses to either help *you* rejoin *your* cruise / tour or reach *your* destination.
- 3. If the delay causes *you* to miss the departure of *your* flight or train due to a *local public transportation* delay on *your* way to the departure airport or train station, necessary transportation expenses to either help *you* reach *your* destination or return home.

#### NOTE: We will not reimburse you for any expenses that are your travel carrier's or travel supplier's responsibility.

The delay must be for at least the Minimum Required Delay listed in *your* Coverage Summary and due to one of the following *covered reasons:* 1. A *travel carrier* delay.

2. A strike, unless threatened or announced prior to the purchase of your policy, or prior to the trip's purchase date;

- 3. Quarantine during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic;
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *traveling companion*, meaning that *you* or a *traveling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*.
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel, or (b) based on to, from, or through where the person is traveling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *traveling companion* by name to be *quarantined*.
- 4. A natural disaster.
- 5. Lost or stolen travel documents.
- 6. Hijacking, unless it is a *terrorist event*.
- 7. Civil disorder, unless it rises to the level of *political risk*.
- 8. A traffic accident.
- 9. A *travel carrier* denies *you* or a *traveling companion* boarding based on a suspicion that *you* or a *traveling companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include *your* refusal or failure to comply with rules or requirements to travel or of entry to *your* destination.

# D. BAGGAGE INSURANCE

If your baggage is lost, damaged, or stolen while you are on your trip, we will pay you, less available refunds, the lowest of the following, up to the maximum benefit listed for baggage loss in your Coverage Summary:

- 1. Cost to repair the damaged baggage or
- 2. Cost to replace the lost, damaged, or stolen *baggage* at the current market price for the same or similar item, reduced by 20 % for each full year of use since the original purchase date, up to the maximum of 70 % reduction.

If the sum insured is lower than the current value (under-insurance) when the insured event occurs, we will not reduce the indemnity (under-insurance waiver).

The following conditions (obligations) apply:

- 1. You have taken necessary steps to keep your baggage safe and intact and to recover it;
- 2. You have filed and retained a copy of a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel, or tour operator within 24 hours of discovery of the loss;
- 3. You must file and retain a copy of a police report in case of theft of *high-value items;*
- 4. You must provide original receipts or another proof of purchase for the lost, damaged, or stolen items. For items without an original receipt or a proof of purchase, we will cover up to 50 % of the cost to replace the lost, damaged, or stolen item with the same or similar item.
- 5. You must report theft or loss of a cellular device to your network provider and request to block the device.
- The consequences of a breach of obligation can be found in the General Provisions section.

The following items are not covered:

- 1. Animals, including remains of animals;
- 2. Cars, motorcycles, motors, aircraft, watercraft, and other vehicles and related accessories and equipment;
- 3. Hearing aids, prescription and non-prescription eyewear with dioptres, and contact lenses;
- 4. Artificial teeth, prosthetics, and orthopedic devices;
- 5. Wheelchairs and other mobility devices;
- 6. Consumables, medicines, medical equipment / supplies, and perishables;
- 7. Tickets, passports, deeds, blueprints, stamps, and other documents;
- 8. Money, currency, credit cards, notes or evidences of debt, negotiable instruments, travel cheques, securities, bullion, and keys;
- 9. Rugs and carpets;
- 10. Antiques and art objects;
- 11. Fragile and brittle items;
- 12. Firearms and other weapons, including ammunition;
- 13. Intangible property, including software and electronic data;
- 14. Property for business or trade;
- 15. Property *you* do not own;
- 16. High value items stolen from a car, locked or unlocked;
- 17. Baggage while it is:
  - a. Shipped, unless with your travel carrier;
  - b. In or on a car trailer;
  - c. Unattended in an unlocked motor vehicle;
  - d. Unattended in a locked motor vehicle, unless *baggage* cannot be seen from the outside;
- 18. Baggage that is misplaced, forgotten, or lost while in your possession.

#### **BAGGAGE DELAY INSURANCE**

If your baggage is delayed by a travel supplier during your trip, we will reimburse you for expenses you incur for the essential items you need and substantiated with receipts until your baggage arrives, up to the maximum benefit shown in your Coverage Summary for Baggage Delay.

The following conditions apply:

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- 1. Your baggage must be delayed for at least the Minimum Required Delay listed under Baggage Delay in your Coverage Summary.
- 2. If you do not provide receipts, the maximum amount payable is the No Receipts Limit listed in your Coverage Summary. Only available for your outbound travel (not your return travel).

# TRAVEL LIABILITY INSURANCE

We provide insurance cover for liability risks in everyday life up to the maximum insurance benefit specified for this purpose in *your* Coverage Summary. The insurance covers *you* if a third party makes a claim against *you* for damages due to a damaging event on the basis of statutory liability provisions under private law.

# The following conditions apply:

- 1. The loss event must have occurred during the *trip*.
- 2. The loss event has caused, or is alleged to have caused, personal *injury* or property damage that has directly caused damage to a third party.

How do we protect you against liability claims? To what extent will we indemnity you?

- 1. We will verify liability, defend against unjustified claims and indemnify you against justified claims. A claim is considered justified if:
  - a. We acknowledge the obligation to indemnify;
  - b. We approve your acknowledgement of the claim;
  - c. We agree or approve a settlement;
  - d. A judicial ruling has been issued.

If you issue an acknowledgement or agree a settlement without our approval, we will only be bound by this if the claim would have stood regardless of the acknowledgement or settlement.

- 2. We will make all declarations we deem appropriate to settle or defend the claim on your behalf. We are authorized to do so.
- 3. If the *injured* party or his or her legal successor asserts a liability claim in court, *we* will conduct the legal action at *our* own expense on *your* behalf.

# The following are not covered:

- 1. Liability claims that exceed the scope of your statutory liability as a result of contractual or other commitments;
- 2. Liability claims which you or your travel companion and / or accompanying family members claim among themselves;
- 3. Liability claims by the policyholder against the insured person;
- 4. Liability claims due to the transmission of an illness by you;
- 5. Liability claims due to loss and damage arising from professional activities;
- 6. Liability claims for salary, pension, wage or other defined sources of income, subsistence, medical treatment in case of incapacity and welfare claims;
- 7. Liability claims for performance of contracts, supplementary performance, arising from self-help, rescission, price reduction, or for compensation for loss or damages instead of benefits, for replacement of pecuniary loss on account of a delay in benefit or on account of other compensation payments occurring in lieu of performance. This is also applicable in the case of statutory claims.
- 8. Liability claims from hunting activities;
- 9. Liability claims for loss or damage resulting from participating in horse racing, cycle races or racing with motorised vehicles, boxing matches or wrestling bouts and preparations for such events;
- 10. Liability claims for loss of or damage to articles belonging to third parties, which you have (a) hired or borrowed (b) acquired as a result of unlawful action or (c) which you took into your care;

Exception: cover is provided for damage to rooms within buildings, particularly to rented holiday apartments and hotel rooms or to the *accommodation*. Furniture and fittings are not insured;

If *you* are staying with host parents, insurance cover is also provided for liability claims based on damage to movable items of the host parents up to a maximum of  $\in$  10,000.00 per insured person and insured event. Claims for wear and tear or excessive strain or use are not insured.

- 11. Liability claims against you as the owner, possessor, keeper or driver of a motor vehicle, aircraft or motor-driven watercraft; any damage caused by the use of such a vehicle this is not insured;
- 12. Liability claims against *you* as the owner and keeper of animals;
- 13. Liability claims that are directly connected to the wilful commission of a criminal offence.

# Important: What are your obligations in the event of a claim (special obligations)?

- 1. Within one week, you must notify us: of the insured event and when a claim for damages is raised against you.
- 2. You must notify us immediately of the initiation of preliminary proceedings or the issuance of a penalty order or a default summons. This also applies if we are already aware of the insured event.
- 3. You must notify us without delay if a claim has been asserted against you involving judicial or state assistance.
- 4. You are obliged to follow our instructions and, in particular, to acknowledge or satisfy a liability claim or agree to a settlement if we request that you do so.
- 5. If the liability claim results in a legal action, *you* must entrust *us* with conducting the proceedings, grant power-of-attorney to the legal counsel appointed or designated by *us*, and provide the legal counsel or *us* with all requested information.
- 6. You shall raise objections within the relevant time limit or seek the necessary legal remedies against orders for payment of damages issued by the courts or by the state. You shall do so without awaiting any instructions in this regard from *us*.
- 7. If *you* acquire the right to demand the cancellation or reduction of a payable annuity as a consequence of altered circumstances, the following applies: *you* are obliged to inform *us* immediately upon becoming aware of such circumstances and allow *us* to exercise this right on *your* behalf.

#### The consequences of a breach of obligation can be found in the General Provisions section.

If an *accident* during *your trip* results in *your* permanent disability or death, *we* will provide coverage up to the maximum benefit specified in *your* Coverage Summary for this purpose.

An *accident* is deemed to have taken place if any sudden external occurrence has an effect on *your* body that results in involuntary damage to *your* health. An *accident* is also deemed to have taken place if increased physical exertion causes *you* to dislocate a joint, or to strain or tear muscle, tendons, ligaments or capsules.

# Benefit in case of death

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The accident results in your death within one year: We will pay the agreed amount of the death benefit to your heirs or to a beneficiary designated by you.

# Permanent invalidity

If the accident results in a permanent impairment of your physical or mental capacity (disability), the following conditions apply:

- 1. The invalidity must have occurred within one year of the *accident;*
- 2. The invalidity must be established by a *doctor* and reported to *us* within a deadline of an additional three months.

We will provide no more than the maximum insurance benefit shown in your Coverage Summary for Travel Accident Insurance:

1. If the case of total invalidity, *we* shall pay the entire agreed sum insured for invalidity. In the case of partial invalidity, *we* will pay the commensurate proportion of the sum insured. The amount of the benefit shall be based on the degree of invalidity.

a. The following degrees of invalidity apply without exception: for the physical loss, or loss of function of;

an arm: 70 % a hand: 55 % a thumb: 20 % a finger: 10 % a leg: 70 % a foot: 40 % a toe: 5 % an eye: 50 % hearing in one ear: 30 % sense of smell or taste: 10 % In the event of only a partial p

In the event of only a partial physical loss or partial loss of function of the parts of the body or sensory organs listed here, we will provide indemnity up to the corresponding proportion for the specified level of invalidity;

- b. If the *accident* affects parts of the body or sensory organs that are not covered under (a) above, the following applies: The extent to which normal physical or mental performance is impaired is decisive for *our* benefit. Only medical aspects will be taken into account;
- c. If several physical or mental functions are impaired as a result of the *accident*, the following applies: The degrees of disability resulting from no. (a) and (b) are added together. In total, *we* will pay a maximum of 100 %;
- d. If the *accident* affects a physical or mental function that was already permanently impaired beforehand, the following applies: *We* will make a deduction in the amount of this previous disability. *We* assess this according to (a) to (c);
- e. If illnesses or infirmities have contributed to the health impairment caused by the *accident* or its consequences, the following shall apply: We shall reduce the benefit accordingly if this proportion is at least 25 %;
- f. Within one year after the *accident, you* can only claim disability benefits up to the amount of the sum insured agreed for death if the healing process has not yet been completed.
- 2. If the claim for disability benefits under (1.) had already arisen but the degree of disability had not yet been finally determined, the following applies: If *you* die within one year of the *accident* from a cause unrelated to the *accident*, or if *you* die more than one year after the *accident* from whatever cause, *we* will pay benefits according to the degree of disability that would have been expected on the basis of the most recent medical findings.
- 3. We require proof of the cause and consequences of the *accident*. In the case of disability benefits, *we* also require proof of the completion of the healing process, insofar as this is necessary for the assessment of the degree of disability. We are obliged to declare within one month whether and to what extent *we* accept a claim. In the case of disability benefits, the deadline is three months from the date on which *we* receive the documents.

**Important:** You and we are entitled to have the degree of invalidity medically re-assessed up to three years after the accident. This right must be exercised prior to the expiry of the time limit. If the final assessment results in a higher disability benefit than what we have already paid, we shall apply interest of 5 % per year to the additional amount.

#### The following are not covered:

- 1. Accidents caused by mental or cognitive disorders, by strokes, and by seizures, that affect the whole body of the insured. This also applies if the condition is attributable to drugs or alcohol;
- 2. Accidents that befall you as a consequence of the wilful commission of a criminal offence;
- 3. Accidents that befall you as the pilot of an aircraft (including aviation sport craft) or as another member of the crew of an aircraft;
- 4. Impairments to health caused by curative treatment or other procedures performed on your body;
- 5. Impairments to health caused by radiation, infections and poisoning (exception: these were occasioned by an accident);
- 6. *Injuries* to intervertebral discs, bleeding from internal organs and cerebral haemorrhage (exception: the *accident* was the predominant cause);
- 7. Pathological disorders due to psychological or mental reactions, irrespective of their cause;
- 8. Disability claims arising from *accidents* if death occurs within one year as a result of the *accident*. In this case, *we* will pay the benefit agreed for the case of death.

#### Important: What must you do in the event of an accident (special obligations)?

- 1. You are obliged, to allow yourself to be examined by the doctors appointed by us. We will pay the costs necessary for the examination, including any loss of income that may result;
- 2. You are obliged, to release the *doctors* applying treatment or performing examinations, other insurers, social insurance agencies and authorities from their non-disclosure obligations.

#### Further consequences of a breach of obligation can be found in the General Provisions section.

# H. SPORTS & ACTIVITY INSURANCE

#### **Missed Activity**

If you cannot participate in one or more of your pre-booked activities during your trip for a covered reason listed below, we will reimburse you for your non-refundable costs that you paid for the activities, less available refunds, up to the maximum benefit for Missed Activity coverage. Please note that this coverage only applies before the start of the activity.

#### Covered reasons:

1. You, a traveling companion, or a family member who is participating in the activity becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person not participate in the activity; and
- b. A *doctor* advises *you*, a *traveling companion, or a family member* not to participate in the activity before the activity takes place. If that isn't possible, a *doctor* must either examine or consult with *you*, the *traveling companion,* or the *family member* within 48 hours of the activity, or as soon as reasonably possible, to confirm the decision not to attend.
- 2. Your family member who is not participating in the activity becomes ill or injured, or develops a medical condition.

The following condition applies:

- a. The illness, injury, or medical condition must be considered life threatening by a doctor, require hospitalization, or require your care.
- 3. Your or a traveling companion's death.
- 4. The death of your family member or your service dog on or within 30 days prior to the scheduled start date of the activity.
- 5. Your pre-booked activity is canceled by the supplier of the activity due to severe weather.
- 6. Your ski resort closes 75 % or more of its ski lifts due to lack or excess of snow.

The following condition applies:

a. The closure is for at least 50 % of the normal operating hours on the calendar day you intend to use the lift tickets.

#### Sporting Equipment Insurance

If your sporting equipment is lost or damaged by a travel supplier, or stolen, while you are on your trip, we will pay you, less available refunds, the lowest of the following, up to the maximum benefit listed for sporting equipment damage, loss, or theft in your Coverage Summary:

- 1. Cost to repair the damaged *sporting equipment; or*
- 2. Cost to replace the lost, damaged, or stolen *sporting equipment* with the same or similar item, reduced by 20 % for each full year of use since the original purchase date, up to the maximum of 70 % reduction.

If the sum insured is lower than the current value (under-insurance) when the insured event occurs, we will not reduce the indemnity (under-insurance waiver).

The following conditions (obligations) apply:

- 1. You have taken necessary steps to keep your sporting equipment safe and intact and to recover it;
- 2. You have filed and have a copy of a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel, or tour operator within 24 hours of discovery of the loss;
- 3. You must provide original receipts or another proof of purchase for the lost items. For items without an original receipt or a proof of purchase, we will cover up to 50 % of the cost to replace the lost, damaged, or stolen item with the same or similar item.

The consequences of a breach of obligation can be found in the General Provisions section.

The following items are not covered:

- 1. Items other than *sporting equipment;*
- 2. Animals, including remains of animals;
- 3. Cars, motorcycles, motors, drones, aircraft, watercraft, and other vehicles and related accessories and equipment;
- 4. Hearing aids, prescription eyewear and contact lenses, unless specifically designed for use in a particular sport;
- 5. Prosthetics, and orthopedic devices, unless specifically designed for use in a particular sport;
- 6. Wheelchairs and other mobility devices, unless specifically designed for use in a particular sport;
- 7. Intangible property, including software and electronic data;
- 8. Property for business or trade;
- 9. Property you do not own;
- 10. Sporting equipment while it is:
  - a. Shipped, unless with your travel carrier;
  - b. In or on a car trailer; or
  - c. Unattended in an unlocked motor vehicle.

# Sporting Equipment Rental Coverage

If your sporting equipment is lost or delayed by a *travel supplier* during your outbound travel, or damaged or stolen while on your trip, we will reimburse the necessary costs for renting replacement *sporting equipment* to use during your trip, up to the maximum benefit listed for Sporting Equipment Rental Coverage in your Coverage Summary. This coverage does not include motorized equipment or vehicles.

The following condition (obligation) applies:

1. You have filed a report giving a description of the property with the appropriate local authorities, *travel supplier*, hotel, or tour operator within 24 hours of discovery of the loss.

The consequences of a breach of obligation can be found in the General Provisions section.

#### Search, Rescue and Recovery

If you are reported missing and need to be searched for during your trip, or if you need to be rescued or recovered from a physical emergency, the following applies: We will pay the cost of search, rescue, and recovery activities by a professional rescue team, up to the maximum benefit listed for search, rescue and recovery coverage in your Coverage Summary. The maximum benefit listed for this coverage is in addition to any other search, rescue and recovery benefit that this policy provides.

# TRAVEL ASSISTANCE

If you need travel services during your trip, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you:

# Information before the trip

1.

We inform you about the security situation and health risks in the respective travel country and about vaccinations required for the trip.

# Finding a Doctor or Medical Facility

If you need care from a *doctor* or medical facility while you are traveling, we can assist you in finding one. We will name suitable contact points where German or English is spoken.

# Monitoring Your Care

If you have taken out a Travel Health Insurance and are hospitalized, our medical staff will stay in contact with you and the doctor caring for you. We can also notify your family and your doctor back home of your illness or injury and update them on your status.

#### **Emergency Language Translation**

We can assist you with translation services in the event you need help in a foreign country.

#### Lost Travel Documents Assistance

If your passport or other travel documents are lost or stolen, we can assist you in getting your documents replaced and can help you change your travel arrangements as required.

#### **Emergency Cash Assistance**

If your travel is delayed or interrupted and you need extra money to pay for unexpected expenses, we can assist in arranging the transfer of funds from your family or friends.

#### Legal Referrals

We can help you find local legal advice if you need it while you are traveling. We will inform you about the nearest consulate (address and telephone availability).

# **Emergency Message Delivery**

We can assist you in getting an urgent message to someone back home.

# **GENERAL EXCLUSIONS**

This section describes the General Exclusions applicable to all coverages under *your policy*. An "exclusion" is something that is not covered by this insurance *policy*, and therefore no payment or service would be available.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *traveling companion*, or a *family member*:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased (special rules apply to *pre-existing medical conditions* see the Definitions for details);
- 2. Pre-existing medical conditions unless specifically covered according to the Definitions;
- 3. *Your* intentional self-harm or if *you* attempt or commit suicide;
- 4. Normal, complication-free pregnancy or childbirth, except when normal, complication-free pregnancy or childbirth is expressly referenced in and covered under Travel Cancellation Insurance or Travel Interruption Insurance;
- 5. Fertility treatments or elective abortion;
- 6. Mental illness: This exclusion applies only to coverage for Travel Cancellation Insurance and Travel Interruption Insurance, unless specifically covered according to the Definitions. Under the Travel Health Insurance, insurance cover is provided with the exception of psychoanalytical and psychotherapeutic treatment and hypnosis;
- 7. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed. This exclusion does also not apply to Travel Health Insurance incl. Medical Return Transport;
- 8. Acts committed with the intent to cause loss;
- 9. Operating or working as a crew member (including as a trainee or learner / student) aboard any aircraft or commercial vehicle or commercial watercraft;
- 10. Participating in or training for any professional or semi-professional sporting competition;
- 11. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a. Any high-altitude activity, BASE jumping, or free climbing;
  - b. Rafting / kayaking above Class V rapids or canoeing above Class III rapids;
  - c. Heli-skiing or skiing or snowboarding in an area designated unsafe by the resort management;
  - d. Personal combat or fighting sports, Running of the Bulls, or rodeo activities;
  - e. Racing any motorized vehicle or watercraft other than go-karts;
  - f. Free diving at a depth greater than 10 meters or scuba diving at a depth greater than 30 meters or, for uncertified divers, diving without a certified dive master.

For high-risk sports and activities that are not expressly excluded to be covered, they must be:

- a. Arranged as part of your trip.
- b. Provided by a company that is regulated or licensed where required.
- c. Not otherwise prohibited by law.

IMPORTANT (obligation): You must wear all recommended safety equipment while participating in your sporting activities in order to be eligible for coverage.

The consequences of a breach of obligation can be found in the General Provisions section.

- An *illegal act* resulting in a conviction, except when *you*, a *traveling companion*, or a *family member* is the victim of such act;
   An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under Travel
- Cancellation Insurance, or Travel Interruption Insurance, or Travel Health Insurance Incl. Return Transportation;
- 14. *Natural disaster,* except as expressly covered under Travel Cancellation Insurance, or Travel Interruption Insurance, or Travel Delay Insurance;
- 15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 16. Nuclear reaction, radiation, or radioactive contamination.
- 17. War (declared or undeclared) or acts of war;
- 18. Military duty, except as expressly covered under Travel Cancellation Insurance or Travel Interruption Insurance;
- 19. Civil disorder or unrest, except when civil disorder or unrest is expressly referenced in and covered under Travel Interruption Insurance or Travel Delay Insurance;
- 20. *Terrorist events,* except when *terrorist events* are expressly referenced in and covered under Travel Cancellation Insurance or Travel Interruption Insurance. This exclusion does not apply to Emergency Medical or EmergencyTransportation coverage;
- 21. Political risk;
- 22. Cyber risk;
- 23. Acts, travel alerts / bulletins, or prohibitions by any government or public authority, except as expressly covered under Travel Cancellation Insurance or Travel Interruption Insurance;
- 24. Any travel supplier's complete cessation of operations due to financial condition, with or without filing for bankruptcy;
- 25. Travel supplier restrictions on any baggage, including medical supplies and equipment;
- 26. Ordinary wear and tear or defective materials or workmanship;
- 27. Your intent to receive health care or medical treatment of any kind while on your trip;

If you have traveled against an order or advice against travel issued by your home country's or trip destination's government or local authority, this policy excludes any loss directly or indirectly resulting from, arising out of, or related to the subject of that order or advice.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic / trade sanction or embargo.

IMPORTANT: You are not eligible for reimbursement under any coverage if:

- 1. Your travel carrier tickets do not show travel date(s).
- 2. The travel dates in *your* proof of insurance do not represent *your* actual travel dates (does not apply to insurance purchased with a one-way booking).

#### **CLAIMS INFORMATION**

# What must you do in each event of loss or damage?

You must minimise the damage or loss to the extent possible and provide evidence of the damage or loss sustained. Therefore, please retain appropriate evidence detailing the occurrence of the loss or damage (e. g. confirmation of loss or damage, medical report) and the extent of the loss, damage, or *injury* (e. g. invoices, receipts). You can register your claim quickly and easily online at **www.allianz-**reiseversicherung.de/versicherungsfall melden.

# What are *your* obligations if it is doubtful whether *you* will be able to begin your *trip* or participate in a booked activity? (This applies if *you* have concluded a TRAVEL CANCELLATION INSURANCE or a SPORTS & ACTIVITY INSURANCE.)

If participation in a *trip* or an activity booked in advance is unreasonable or impossible due to an insured event, the following applies: You must cancel the *trip* or activity without delay and inform us.

**PLEASE NOTE:** If the hoped-for healing or improvement in the case of a serious illness or *accidental injury* does not occur and *you* therefore cancel the *trip* / booked activity at a later stage, the following applies: *We* will not reimburse the higher cancellation costs incurred due to the delayed cancellation. **Please always contact** *us* - **regardless of** *your doctor's* **assessment of the prospects of recovery: Contact** *our* **medical service (cancellation advice) immediately after the onset of the illness or accidental injury.** If *you* follow *our* recommendation as to whether and when the *trip* should be cancelled, the insurance benefit will not be reduced.

In case of an insured event, we will reimburse you for the contractually owed cancellation costs less the agreed deductible and less any reimbursements you receive from elsewhere.

For this we require:

- 1. The **travel confirmation**. This must contain the booked services and the *trip* price. In addition, the names of all *trip* participants must be listed. This also applies to object bookings;
- 2. The proof of insurance;
- 3. The **invoice for cancellation costs** as well as the **proof of payment** (in case of cancellation of a vacation apartment or another object, a confirmation of the landlord that it was not possible to sublet);
- 4. The proof of loss:
  - a. In case of illness, *accidental injury*, vaccination intolerance or pregnancy, a medical certificate (with date of birth, start of illness and treatment and findings). You can request a form for a medical certificate from *us. We* may also require a certificate of incapacity for work;
  - b. In case of death a death certificate;
  - c. In the event of loss of employment, the letter of termination from the employer stating the reasons for termination, etc.

# What do you have to consider if you cannot end your trip as planned or have to start with delay? (This applies if you have concluded a TRAVEL INTERRUPTION INSURANCE.)

If you end or interrupt your trip unscheduled or start it late due to an insured event, please submit the following documents for reimbursement of costs:

- 1.• The **travel confirmation**. This must contain the booked services and the *trip* price. In addition, the names of all *trip* participants must be listed. This also applies to object bookings.;
- 2. The proof of insurance;
- 3. Receipts for additional travel or return expenses and a statement from the tour operator for the unused services;
- 4. **Proof of loss**, e. g. medical certificate from the *doctor* at the place of vacation (with date of birth, start of illness and treatment and findings) or police confirmation of an *accident* or similar.

# What are your obligations if your baggage / sports equipment is damaged or stolen or arrives late? (This applies if you have concluded a BAGGAGE INSURANCE or a SPORTS & ACTIVITY INSURANCE.)

If your baggage / sports equipment is damaged or lost during transport or arrives late, please report this immediately to the responsible company. If you discover the damage later (for example when unpacking), you must report this in written form within seven days of acceptance.

Important: Most carriers issue damage confirmations that you must submit to us.

In the event of damage that *you* discover at the vacation destination, the tour guide may help *you* to obtain written confirmation of the damage report. In the event of theft or other crimes, please file a report immediately at the nearest police station. Obtain a copy of the police report or at least a confirmation that *you* have filed a report.

# What are *your* obligations when lodging claims under the Travel Accident or Travel Liability Insurance? (This applies if *you* have concluded a TRAVEL LIABILITY INSURANCE or a TRAVEL ACCIDENT INSURANCE.)

Please note down the **names and addresses of any witnesses** who observed the damage. Obtain a **copy of the police report** if the police have been called to investigate. Inform *us* and submit these documents and information with *your* claim.

# **GENERAL PROVISIONS**

If *you* have concluded the insurance contract with *us*, *you* are the policyholder. *You* owe the insurance premium to *us*. *You* are obliged to provide all insured persons with these Terms and Conditions of Insurance and the Data Protection Policy. As the policyholder, you can also be an insured person simultaneously.

As an insured person, you benefit from the insurance cover. You are named in the proof of insurance, or you belong to the group of persons described therein.

# What happens when you or a co-insured child reach a certain age?

*Our* family and couples tariff covers up to two adults, and children up to their 21st birthday. If the children are not related to the co-insured adult persons, a maximum of six children may be co-insured. Details regarding the insured group of persons can be found in *your* documents to the Proof of Insurance.

The following conditions apply:

- 1. If an insured child reaches their 21st birthday during the coverage period, the insurance cover will end on this day.
- 2. The risk of illness grows significantly with increasing age. This is why we calculate different premiums for people aged 51 to 65 and for people aged 66 and over. If you reach your 51st or 66th birthday respectively during the coverage period, insurance cover will continue in each case until the end of the insurance year. For the subsequent insurance year the effective premium for the respective age group will become due.

#### What is the term of the insurance contract?

The insurance contract runs for one year. It will be extended for one further year in each case unless *you* or *we* terminate it at least one month prior to the expiry of the insurance year.

# What travel is insured?

1.

You have worldwide insurance cover for any number of *trips you* wish to take. "One *trip"* can also consist of two or more travel segments, or include various travel destinations, or take place for differing reasons (e. g. work-related, personal). It only ends upon *your* arrival back at home. *We* base *our* calculations on the total duration and total costs of "one *trip"*.

# When does the insurance cover begin and end for the individual trips?

- For the Travel Cancellation Insurance the following applies:
- a. You booked the *trip* after concluding the insurance contract: the insurance cover starts at the time of the travel booking within the term of the insurance contract.
- b. You booked the *trip* before concluding the insurance contract: the insurance cover shall then start at the time the insurance contract is concluded. In order to be valid, the insurance cover requires that
  - i. The annual travel insurance is purchased at least 30 days prior to your departure date; or
  - ii. It is purchased within three days of the travel booking in the case of last-minute bookings. A last-minute booking is made when there is less than 30 days between the travel booking and the planned *departure date*.
- c. The insurance cover ends with the commencement of travel. If a *trip* has several segments, the insurance cover will end at the time the first travel segment commences. If the insurance contract ends prior to commencement of travel or if *you* are no longer part of the insured group of persons, *your* insurance cover will also end at this point in time.
- 2. For the other insurance lines the following applies:
  - a. The insurance cover starts upon commencement of the insured travel.
  - b. The insurance cover ends at the agreed point in time, albeit no later than upon the actual completion of the insured travel.

# When do you have to pay the insurance premium?

The first premium is due immediately after commencement of the insurance contract and is payable upon delivery of the insurance *policy*. If the insured event occurs, *we* will only be obliged to provide indemnity if the premium has been paid, or if *you*, as the policy-holder, are not at fault for the non-payment of the premium. *You* are required to prove this to *us*.

The follow-up premiums will become due for each additional insurance year. *We* will, at the earliest, debit premiums from *your* account by the 1st day of the month in which the new insurance year begins.

PLEASE NOTE: If *we* are unable to debit the follow-up premium on this date, *we* will notify *you* in writing of a payment deadline of at least two weeks. If *you* are still in arrears in making this payment, *we* shall be released from *our* duty to indemnify regarding any claims occurring after this time period. In such a case, *we* may also terminate the agreement without notice. If *you* subsequently make the payment within one month of the termination becoming effective, the termination shall be revoked, and the contract shall enter into force again. Loss and damage events that occur after the payment are insured.

#### Under what conditions may we adjust the premium?

Every year, *we* review the claims requirement of the insurance product purchased by *you*. The claims requirement is calculated as follows: claims expenditure (= payments made for all loss and damage events plus reserves for anticipated loss and damage events), divided by the number of insurance contracts as per 31 December. This review is performed during the first quarter of the current year for the previous calender year.

The claims requirement is calculated at the time of the initial calculation of the insurance premiums and at each review in accordance with the accepted principles of actuarial mathematics and insurance technology. An aggregation is performed for all product generations for which a similar risk development is anticipated, according to actuarial principles. The calculation is based on the claims processing of the past and the claims processing expected until the end of the current year.

The following conditions apply:

- a. If external causes result in the claims requirement changing during the current year by at least 5 % compared to the previous year, we will adjust the premium for the following insurance years by the commensurate percentage. The adjustment may result in an increase or a reduction. If there is an increase in the claims requirement, we may waive *our* right to increase the premium in whole or in part. No adjustment of the premium will be made for changes of less than 5 %. Nevertheless, the change will be taken into account in the subsequent years.
- b. We will notify you of the premium increase at least one month before it comes into force.
- c. If we increase the premium on the basis of the adjustment rule, you may terminate the insurance contract with immediate effect within one month of receiving our notification, but no earlier than the point in time at which the increase in premium takes effect.

# What are your obligations in the event of a claim (general obligations)?

You are required to minimise the loss or damage to the extent possible and avoid unnecessary costs.

You are obliged to notify us immediately and describe the insured event (e. g. event and extent). In doing so, you must truthfully provide us with all information necessary to clarify the facts, and enable us to verify the cause and amount of the claim made. You must provide proof of the damage in the form of original invoices and documents.

To enable *us* to assess *our* obligation to indemnify and the scope of indemnity to be provided, *you* must also release *your doctor* from their nondisclosure obligations to the extent that is necessary. If *you* do not issue the release from the duty of confidentiality and have not enabled *us* to perform verification by other means, *we* are not obligated to provide insurance benefits.

# Consequences of a breach of obligation: What happens if you breach an obligation?

If *you* intentionally breach an obligation, we shall be entitled to refuse the insurance benefit. If *you* breach an obligation through *your* gross negligence, we may reduce the indemnity to an extent commensurate to the severity of *your* fault. You must prove that *you* have not acted in gross negligence.

If you prove that the breach of duty did not affect the determination or the scope of our indemnity obligation, we will be obliged to provide you insurance benefits. This does not apply if you have acted deceitfully.

# What is the limitation period for your claim to benefits under the insurance contract?

*Your* claim to insurance benefit shall lapse after three years. The limitation period begins at the end of the year in which the claim was made and *you* had knowledge of the circumstances justifying the claim, or should have had knowledge of such circumstances without gross negligence.

# When will we pay the compensation?

We will pay the compensation within two weeks of conclusively verifying your claim. The payment will always be made by bank transfer to an account held at a bank.

#### What applies if you have claims for compensation against third parties?

If you have claims against third parties as a result of the loss event, these shall be transferred to us. This applies up to the amount of the payment that you have received from us, provided you are not placed at disadvantage as a result. Your entitlements to benefits from other private insurance contracts shall take precedence over our obligation to indemnify. We will extend preliminary indemnity in the event that you make your claim against us first.

The following condition applies:

a. If your claims against third parties have been transferred to us, you must confirm this to us in written form by request.

# In what form must declarations and notifications be issued, and who is entitled to receive them?

You and we must submit notifications and declarations of intent in text form (e. g. letter, fax, e-mail). Insurance agents are not authorized to accept notifications or declarations of intent regarding a claim.

#### What court in Germany has jurisdiction? What law applies?

If *you* wish to file legal actions in connection with this insurance contract, *you* may choose between the following legal venues: Munich or the place in Germany where *you* are resident at the time of filing the action.

If we wish to assert claims against you before a court of law, the courts of the place in which you are resident in Germany at the time of filing the action shall have jurisdiction.

This contract is governed by German law insofar as this is permissible under international law.