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Insurance terms and conditions for travel insurance
VB-RKS 2018 (Out-A)

In these insurance terms and conditions, policyholders and insured persons are referred to as “you”. You are a policyholder if you have taken out an insurance policy with HanseMerkur. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be both an insured person and a policyholder.

The insurance terms and conditions consist of 2 sections.

In the General Section, you will, in particular, find information about the insured persons, the completion deadlines and the premium payment. Restrictions and rules of behaviour (obligations) applying to all policies are also shown here. In the Special Section, you will find the scope of insurance cover for the individual policies. In addition to the benefits and benefit conditions, exclusions and rules of conduct which apply only to the respective policy are also specified there.

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General Section (applicable to all types of insurance specified in the Special Section)

1. Insured persons and insurability

- 1.1 Insurable persons are persons who are temporarily staying abroad. “Abroad” does not apply to Austria or any country, in which you have a residence at the time of application.
- 1.2 The insured persons are those eligible persons referred to by name in the insurance certificate for whom the agreed premium was paid.

2. Taking out, commencement and end of the policy and of the insurance cover

- 2.1 In the case of other insurance policies, the policy must be taken out prior to departure. If this is not the case, the contract does not enter into force even if the premium is paid; the premium will be refunded to the person making the payment. The application must contain all the information required by HanseMerkur, completely and truthfully. In the event of culpable breach of this obligation, HanseMerkur is entitled under §§16 to 21 of the Insurance Act (VersVG) to withdraw from the contract and be released from obligations or to dispute the insurance contract under §22 of the VersVG.
- 2.2 The contract enters into force when HanseMerkur sends you the insurance certificate in text form and starts and ends on the agreed dates.
- 2.3 Insurance cover begins after the insurance contract enters into force and your premium has been paid, though not before the journey has started. The journey is deemed as having begun upon crossing the border into a foreign country.
- 2.4 The insurance cover ends upon termination of the insurance contract, but no later than the end of the journey. The journey is considered to have ended when you cross the border into Austria or your country of residence.

3. Scope of cover

The insurance cover applies to the agreed local area of applicability for temporary stays abroad. “Abroad” does not apply to the territory of Austria or any country, in which you have a residence at the time of application. If the agreed scope of cover is geographically restricted (e.g. excluding the USA and Canada), this restriction ceases to apply for a transit stay during the duration of the transit.

4. When is the premium due?

- 4.1 The premiums to be paid are listed in the premium table. The first or one-time premium – irrespective of any right to cancel – is payable immediately upon conclusion of the contract.
- 4.2 If you fail to pay the first or one-time premium, HanseMerkur will be entitled to withdraw from the policy if the premium remains unpaid. This does not apply if you can demonstrate that you bear no responsibility for the failure to make the payment.

- 4.3 If the first or one-time premium has not been paid when the insured event occurs, HanseMerkur will not be obligated to effect payment, unless you can show that you were not responsible for the non-payment.
- 4.4 Where renewal premiums have been agreed, these are due on the agreed date.
- 4.5 If the subsequent premium is not paid on time, HanseMerkur will send you a request for payment and will set a time limit of two weeks for payment.
- 4.6 If you have still not made the payment when this deadline expires, HanseMerkur is entitled to terminate the contract, if your attention was drawn to this when the request for payment was sent.
- 4.7 If HanseMerkur has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy will continue. However, no insurance cover is provided for insurance events that have occurred between the deadline and the payment.
- 4.8 If you have agreed to the premium being collected from your account, it will be collected as soon as the mandate is set up. The payment is considered to have been made in a timely manner if the premium can be collected on the due date and if you do not dispute collection of the correct payment.
- 4.9 If we are unable to collect the premium due for a reason beyond your control, the payment will still be considered on time if payment is made immediately upon receipt of the written payment request.

5. What should be noted when the compensation payment is paid out?

5.1 Due date of the payment

Once the proof of insurance and premium payment is available and HanseMerkur have confirmed their liability to pay and the amount of compensation, HanseMerkur will pay this at the latest within 2 weeks.

If the liability to pay has been confirmed but it was not possible to determine the amount of compensation within one month of HanseMerkur receiving the claim form, you can demand a reasonable down-payment on the compensation.

If official enquiries or a criminal prosecution have been initiated against you or one of the insured persons in connection with the insured event, HanseMerkur can postpone the settlement of damages until the legal conclusion of this process.

5.2 Compensation from other insurance policies

If compensation for an insured event can be claimed from another insurance policy, that policy shall take precedence over this one. If the insured event is reported to HanseMerkur first, HanseMerkur will pay in advance.

5.3 Conversion of costs incurred in foreign currencies

Any costs incurred in a foreign currency will be converted into the currency which will be applicable in Austria at that time, and at the exchange rate which is applicable on the day on which HanseMerkur has received the relevant receipts. For traded currencies, the latest official daily exchange rate applies, unless you can show that you acquired the currency necessary to pay the invoices at a less favourable rate.

6. Which legislation is applicable and when do claims under the policy expire? To whom do the provisions apply?

Austrian law shall apply, insofar as it is not contradicted by international law.

Note on data protection: We store your personal data to fulfil our obligations under the contract. For further information on data protection and your rights, please refer to www.hmr.de/datenschutz/information or contact us. We will be happy to provide you with a copy.

Claims under this insurance policy have a limitation period of 3 years. The limitation period begins at the end of the year in which the claim can be made. If you or the insured person have filed a claim, limitation is postponed until such time as you or the insured person have received our decision in writing.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

7. What limitations of the insurance cover should be borne in mind?

7.1 Fraud and deliberate intent

HanseMerkur does not pay benefits if you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover or the amount of insurance benefits. HanseMerkur will also be released from the obligation to provide benefits if the insured event was caused intentionally by you or another insured person. If fraud or fraudulent intent has been determined by a binding criminal judgement, it will be deemed to have been proven. There is no insurance cover for suicide or attempted suicide by the insured person.

7.2 Gross negligence

If an insured event occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we will be released from the obligation to provide benefits. This restriction does not apply to insurance events caused by gross negligence under the accident and liability insurance. Insurance cover is still provided in these cases.

7.3 Alcohol, drugs, medications

There is no insurance cover for events suffered by the insured person as a result of the negative effects of alcohol, narcotics or medications, or discontinuation of a prescribed treatment.

7.4 Contests

There is no insurance cover for events occurring at motor sports competitions (drives and rallies) or the associated training.

7.5 War, civil unrest and other events

Unless otherwise specified in the Special Section, insurance cover is not extended for damage caused by epidemics, pandemics, war, civil war, warlike events, civil unrest, strikes, ionising radiation as defined by the current version of the law on radiation protection, nuclear energy, confiscation, removal or other interventions by the authorities. Furthermore, there is no insurance cover for events arising out of violent disorders connected with a public assembly or demonstration, if you or insured persons actively take part therein. HanseMerkur does not pay benefits for events on trips that were commenced, or not terminated immediately, despite a travel warning being issued by the Federal Ministry for Europe, Integration and Foreign Affairs.

7.6 Natural disasters

Unless expressly covered in the Special Section, HanseMerkur does not pay benefits for events due directly or indirectly to natural disasters, seismic phenomena or the effects of the weather.

Note: Please note also the restrictions to the individual insurance policies in the Special Section of these insurance terms and conditions.

8. What requirements must be complied with in the event of a claim? (Obligations)

HanseMerkur is unable to provide benefit without your cooperation. Consequently, to avoid putting your insurance cover at risk, please note the following clauses.

- 8.1 Obligation to minimise damage
You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs. Please contact HanseMerkur's emergency service if you are unsure or have any questions.
- 8.2 Obligation to report the claim
You must make the claim as soon as possible and no later than upon completion of the trip.
- 8.3 Obligation to provide information on the damage
You must provide true and complete information about the claim. You or the insured person must promptly and accurately complete and return the claim form sent to you.
The same applies to any requests for receipts and information or evidence pertaining to the case.
If HanseMerkur considers it necessary, it may have any evidence checked by an independent third party.
- 8.4 Obligation to secure claims for compensation against third parties
If you or the insured person have a basis to claim compensation from a third party, this right will be assigned to HanseMerkur, provided that HanseMerkur will pay the damages. The assigned claim cannot be used to your disadvantage. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and you must assist in pursuing the claim if necessary. If your claim for compensation is against a person, with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.
- 8.5 Consequences of non-compliance with obligations
If you or the insured person deliberately through gross negligence fail to comply with one of the obligations stated above, HanseMerkur will be released from its obligation to provide benefits.
If you demonstrate that the obligation has not been breached either intentionally or through gross negligence, the insurance cover will remain in force.
The insurance cover will also remain in force if you can prove that the breach of the obligation had no influence on the determination or extent of cover. This will not apply if the obligation has been breached by making fraudulent misrepresentations.

Note: Please also note the relevant special obligations for the individual insurance policies in the Special Section of these insurance terms and conditions.

9. **What requirements must be complied with when communicating with us?**
All notifications and statements intended for HanseMerkur should be directed to the head office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium etc.). The language of the policy is German.

Special Section for the individual types of insurance (depending on the type of cover chosen)

RKV – Travel health insurance

1. **What insured benefits are provided by your travel health insurance?**
If an insured event occurs (see clause 2; for restrictions see clause 3), you will receive the following benefits. After deduction of the deductible, the normal costs arising in the official currency of the country of destination will be reimbursed, in an unlimited amount, unless another amount is specified below. The following deductible applies:
If you have taken out the Carefree rate model and a social or private insurance policy is in place with regards to the benefits, please assert your claims there in the first instance. If you fail to do so, or if no benefit is provided under such a policy, the compensation will be reduced by 20%. No deductible is charged if the Premium rate model has been taken out.
- 1.1 Cost of medical treatment abroad
If an insured event occurs, HanseMerkur will reimburse you for the cost of medical treatment. Medical treatment within the meaning of these terms and conditions is defined as medically necessary
- 1.1.1 out-patient treatment, including medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage and medically necessary abortions.
- 1.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist.
- 1.1.3 in-patient treatments, if they take place in a facility that is generally recognised as a hospital in the country of destination, is under continuous medical management, has adequate diagnostic and therapeutic facilities and keeps medical records. If the Carefree rate model has been taken out, the costs are limited to EUR 300,000 per insured event. No compensation limits apply if the Premium rate model has been taken out.
- 1.1.4 Medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner).
- 1.1.5 Radiation therapy, light therapy, and other physical treatments prescribed by a doctor.
- 1.1.6 Massages, medicinal packs, inhalations, and physiotherapy prescribed by a doctor.
- 1.1.7 Medical aids prescribed by a doctor that are required for the first time as a result of an accident and used to treat the consequences of the accident.
- 1.1.8 Radiographic examinations.
- 1.1.9 Operations that cannot be delayed.
- 1.1.10 Ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.
- 1.2 Declaration to cover the costs of medical treatment for hospitals
- 1.2.1 If an insured event occurs, HanseMerkur will provide the hospital with a guarantee to assume costs through its emergency assistance service, if desired.
- 1.2.2 If a performance obligation of this travel health insurance policy, another private health insurance policy or a public health insurance policy does not exist, we will provide a guarantee to assume costs of up to EUR 15,000 in the form of a granted loan for the insured person.
Before a loan can be granted, a copy of your personal ID card or passport must be presented to the emergency assistance service together with a repayment declaration signed by you. The amounts advanced by HanseMerkur shall be repaid within one month of the invoice date.
- 1.3 Additional assistance abroad
If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance coverage because the insured person is shown to be unable to return home, we are required under these terms and conditions to

continue to provide coverage (including repatriation if this should become necessary) until such time as the person is able to travel again.

- 1.4 Cost of repatriation/repatriation of mortal remains/burial
- 1.4.1 HanseMerkur reimburses the additional costs of repatriation to the nearest suitable hospital at the place of residence of the insured person, provided the return transport is medically appropriate and reasonable; this will be by rail, bus, ambulance or aircraft depending on the condition of the insured person. The medical necessity and justifiability of repatriation will be assessed by one of HanseMerkur's consultant doctors, in agreement with the doctor treating the insured person in the country of destination.
- 1.4.2 HanseMerkur will also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities, or required by the transport company involved. If the Carefree rate model has been taken out, the costs are limited to EUR 2,500 per insured event. No compensation limits apply if the Premium rate model has been taken out.
- 1.4.3 In addition, we reimburse the additional costs of repatriation to the nearest hospital at the place of residence of the insured person, provided
- the doctor providing the treatment believes that the hospital treatment abroad is likely to last more than 10 days or
 - the expected cost of medical treatment abroad exceeds the cost of repatriation.
- 1.4.4 We also reimburse the necessary additional costs that arise in the event of the decease of an insured person through the transfer of the deceased to the normal place of residence or the costs of burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains.
- 1.4.5 Provided the Premium rate model has been taken out, HanseMerkur will also reimburse the additional return travel costs for insured persons if the latter have to terminate their booked stay prematurely due to repatriation of the insured person or repatriation of their mortal remains, or have to extend their stay due to the insured person's stay in hospital.
- 1.4.6 HanseMerkur will reimburse the necessary and proven cost of a person appointed by the insured person travelling to the place where the insured person is staying and back to the insured person's place of residence if, because of an insured event, the insured person needs someone to take minors travelling with them home.
- 1.5 Additional return travel costs after the hospital stay
If you return from the trip at a later date as a result of a hospital stay, HanseMerkur will reimburse you for the demonstrable additional return travel costs that result and the other additional costs that immediately result from this, such as accommodation and catering costs (not, however, treatment costs). The costs will be reimbursed based on the quality of the originally booked trip. If the return journey needs to be made by aircraft and this is different from the booked journey, only the cost of a seat in the lowest class of the aircraft will be reimbursed.
If you terminate your trip after a hospital stay of at least 3 days – even if not medically necessary – HanseMerkur will organise your return travel, by rail, bus, ambulance or aircraft depending on your ability to travel, in the presence of a doctor if required (but not by means of an ambulance aircraft), and cover the additional return travel costs.
- 1.6 Delivery of medications
If you require prescription medicines which have been lost during the trip, HanseMerkur will obtain replacement medication in consultation with your family doctor and will send it to you. You are required to reimburse HanseMerkur, within one month after the end of the trip, for the cost of replacement medications.
- 1.7 Exchange of information between family doctor and treating doctor
If the insured person is hospitalised due to an illness or the consequences of an accident, HanseMerkur will, on request, facilitate contact via their emergency assistance service between a doctor appointed by HanseMerkur and your family doctor and the treating hospital doctors, and will arrange for information to be exchanged between the medical practitioners involved during the stay in a hospital. HanseMerkur will provide the information to relatives upon request.
- 1.8 Alternative daily hospital allowance
For travel abroad, you may choose to receive either a daily hospital allowance (in the amount of EUR 50/day for a maximum of 30 days) from the start of the medically necessary treatment due to an illness or injury suffered during a trip abroad, or you may choose to have the costs of the medically necessary in-patient treatment reimbursed. The decision must be made without delay at the beginning of the in-patient treatment.
- 1.9 Cost of calling the emergency assistance hotline - only if the Premium rate model has been taken out
If an insured event occurs, HanseMerkur will reimburse the telephone costs incurred by you when calling HanseMerkur's emergency assistance hotline up to the amount of EUR 25.
- 1.10 Hotel costs
In the event of a hospital stay HanseMerkur will reimburse you for the additional accommodation costs resulting from organising patient transport or repatriation of mortal remains. If the Premium rate model has been taken out, HanseMerkur will reimburse the additional costs of the overnight stay, including for the rest of the persons included in the scope of cover. The costs are limited to a total of EUR 2,500 and will be reimbursed for a maximum of 10 days.
- 1.11 Hospital visits - only if the Premium rate model has been taken out
If it is clear that the insured person will have to stay in a hospital for longer than 5 days, HanseMerkur will arrange upon request for a person related to you to travel to the location of the hospital and back to their place of residence, and will assume the transport costs for the journey there and back, as well as the costs of the overnight stay. This is, however, provided that your in-patient treatment has not been completed by the time the relative or friend arrives.
- 2. What qualifies as an insured event?**
- 2.1 Illness or accident
Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with the treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to the consequences of an illness or accident which are not causally linked to treatment up to that point, a new insured event will be considered to have occurred. Necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary abortions and death are also considered to be insured events.
- 2.2 Freedom of choice between registered doctors
When abroad, the insured person is free to choose between recognised and accredited doctors and dentists in the country of destination, provided these charge fees based on the relevant official, applicable fee schedule for doctors and dentists - if available - or based on fees generally charged for similar medical care in the local area.
- 2.3 Insured types of treatment
Within the limits of the contract, HanseMerkur will pay for diagnostic and treatment methods and medications that are generally recognised by conventional medicine. HanseMerkur also pays for methods and medications which have proved equally

promising in practice or which are used because no conventional methods or treatment are available. HanseMerkur can, however, reduce its payments to the amount that would have been incurred by the use of available conventional methods or medications.

3. What restrictions to the insurance cover should be noted?

3.1 Restrictions of cover

- 3.1.1 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, HanseMerkur can reduce the benefits to a reasonable level.
- 3.1.2 If the insured person is entitled to benefits from statutory accident or pension insurance, statutory healthcare or accident assistance, HanseMerkur may deduct the statutory benefits from the insurance benefits, without prejudice to the entitlement to daily hospital allowance.
- 3.2 Exclusions of cover
HanseMerkur does not pay for
- 3.2.1 Treatment abroad which was the sole purpose or one of the purposes for taking the trip.
- 3.2.2 Treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse or a relative of the first degree.
- 3.2.3 Spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital, and services which were agreed in writing by HanseMerkur before the start of treatment.
- 3.2.4 Addiction treatment, including withdrawal.
- 3.2.5 Out-patient treatment in a spa or health resort. The restriction does not apply if the treatment is necessary because of an accident occurring locally. The restriction does not apply for illnesses if the insured person was only visiting the spa or health resort briefly and was not staying for the purposes of treatment.
- 3.2.6 Medical aids, even if prescribed by a doctor, if they are not required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- 3.2.7 Treatments by spouses, parents or children or by persons with whom the insured person is living in their own home or a home being visited. Demonstrable costs of materials will be reimbursed in accordance with the tariff.
- 3.2.8 Treatment or accommodation required due to infirmity, a need for care or custody.
- 3.2.9 Hypnosis, psychoanalytical and psychotherapeutic treatment.
- 3.2.10 Dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures.
- 3.2.11 Vaccinations or screening examinations.
- 3.2.12 Treatment for disorders of and/or damage to the reproductive organs.
- 3.2.13 Organ donations and their consequences.

4. What requirements must be complied with if an insured event occurs? (Obligations)

— Supplements to the General Section, clause 8. —

- 4.1 Obligation to make immediate contact
In the event of in-patient treatment in hospital and before the start of extensive diagnostic and therapeutic measures, you or the insured person must immediately contact our global emergency call service.
- 4.2 Consent to repatriation
If HanseMerkur advocates repatriation according to the type of illness and its need for treatment, if the patient is fit to be transported, you or the insured person must agree to the return transport to the place of residence or to the nearest suitable hospital to the place of residence.
- 4.3 Consequences of non-compliance with obligations
The legal consequences of a breach of one of these obligations are stated in the General Section, clause 8.5.

UV – Travel accident insurance

1. When is an insured event deemed to have occurred?

- 1.1 Damage to health caused by an accident
An insured event has occurred if the insured person involuntarily suffers damage to his or her health as a result of a sudden external event (accident) affecting their body. By extension, the insurance cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident, i.e. a sudden external event having an impact upon the body, having to occur.
- 1.2 Pulled muscles and torn ligaments
An insured event will also be considered to have occurred if a joint is twisted or if muscles, tendons, ligaments or capsules are strained or torn due to increased exertion on limbs or the spine.
- 1.3 Drowning or suffocation
Death due to drowning or suffocation under water during diving will also be considered an accident within the meaning of clause 2.1.

2. What benefits are included in your travel accident insurance?

If the insured event occurs (see clause 1), the benefits outlined below are reimbursed up to the level of the sums insured stated below.

- 2.1 Benefits in the event of disability
For the benefit to be paid, your physical or mental ability must be permanently impaired as a result of the accident (disability). Impairment is considered permanent if it is expected to last longer than 3 years and no change in the situation is expected. The disability must occur within 15 months of the accident and be confirmed in writing by a doctor within 21 months of the accident, and you must have informed HanseMerkur of this.
- 2.1.1 If the Carefree rate model is taken out, the sum insured amounts to EUR 20,000. If the Premium rate model is taken out, the sum insured is EUR 60,000. The amount of the benefit depends on the sum insured and degree of disability. The loss or loss of use of the following will constitute fixed degrees of disability (unless there is evidence of a higher or lower level of disability)

Arm	70%
Arm above the elbow	65%
Arm below the elbow	60%
Hand	55%

Thumb	20%
Index finger	10%
Any other finger	5%
Leg above the centre of the thigh	70%
Leg up to the centre of the thigh	60%
Leg to below the knee	50%
Leg to the centre of the lower leg	45%
Foot	40%
Big toe	5%
Other toes	2%
Eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of the partial loss or impairment of function in one of these body parts or sensory organs, the corresponding proportion of the percentage will be assumed.

- 2.1.2 Should the insured event affect body parts or sensory organs, whose loss or loss of use is not covered above, the decisive factor will be the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.
- 2.1.3 Should the insured event affect several physical or mental functions, the aforementioned degrees of disability will be added together. However, more than 100% will not be accepted.
- 2.1.4 Should the insured event affect a physical or mental function that was already permanently impaired, a deduction corresponding to the level of pre-existing disability will be made. This will be measured in accordance with the degrees of disability pursuant to clause 1.a.
- 2.1.5 Should death occur as a result of the accident within a year of the insured event, no entitlement to disability benefits will exist.
- 2.1.6 If the insured person dies due to a cause unrelated to the accident within a year of the insured event or (regardless of the cause) later than 1 year after the accident, and if a claim for disability benefits in accordance with clause 1.a arose, we will provide compensation in accordance with the degree of disability that would have been applied in accordance with the latest recorded medical findings.
- 2.2 **Benefits in the event of death**
If the Carefree rate model is taken out, the sum insured amounts to EUR 10,000. If the Premium rate model is taken out, the sum insured is EUR 20,000. If the Carefree rate model is taken out for children under the age of 18, the sum insured amounts to EUR 5,000. If the Premium rate model is taken out, the sum insured is EUR 10,000. Should an insured event lead to the death of the insured person within a year, the heirs will be entitled to a benefit in accordance with the sum insured in the event of death. The specific obligations under clause 4.3 must be complied with.
- 2.3 **Cover for rescue costs**
If the Carefree rate model is taken out, the sum insured amounts to EUR 5,000. If the Premium rate model is taken out, the sum insured is EUR 15,000. If the insured person has several accident insurance policies with the HanseMerkur insurance group, the expenses below can only be claimed with regard to one of these policies. If the insured person has suffered an accident covered by this insurance policy, HanseMerkur will reimburse the costs incurred up to the sum insured for rescue costs for
- 2.3.1 search, rescue or recovery operations by private search and rescue services or search and rescue services under public law, provided these services are normally chargeable.
- 2.3.2 transport of the injured party to the nearest hospital or to a specialist clinic if this is medically necessary and has been ordered by a medical practitioner.
- 2.3.3 additional expenses for the transport of the injured person back to the place of permanent residence if the additional costs are based on doctor's orders or were unavoidable given the nature of the injuries.
- 2.3.4 repatriation of mortal remains to the last permanent place of residence in the event of death.
- 2.3.5 services set out in clause 4.a, if you did not experience an insured event but there was an immediate threat of an accident or specific circumstances led you to believe that it was imminent.
- 2.4 **Cover for costs of cosmetic surgery**
If the Carefree rate model is taken out, the sum insured amounts to EUR 5,000. If the Premium rate model is taken out, the sum insured is EUR 10,000.
- 2.4.1 If, as a consequence of an accident covered by this policy, the outward surface of the insured person's body is damaged or deformed to an extent that following completion of medical treatment, the appearance of the insured person is permanently impaired, and if the insured person decides to undergo cosmetic surgery in order to correct such damage, HanseMerkur will cover the costs associated with the surgery and hospital treatment such as medical fees, medication, dressing materials and other remedies prescribed by doctors on a one-time basis, as well as the cost of accommodation and meals in the hospital in the amount of up to the agreed sum insured. The front and incisor teeth, which can be seen when the mouth is open, are not deemed to be part of the outward surface of the body.
- 2.4.2 The cosmetic surgery and hospital treatment must be completed within 3 years of the accident. If the insured person was below the age of 18 at the time of the accident, the costs will be covered even if the surgery and hospital treatment do not taken place within the above-mentioned period, provided the treatment is completed before the insured person reaches the age of 21.
- 2.4.3 The cost of meals and beverages, spa and recuperation trips and nursing are excluded from the coverage, unless professional nursing care has been sanctioned by a doctor.
- 3. What limitations of the insurance cover must be borne in mind?**
- 3.1 **Which events are not covered?**
- 3.1.1 HanseMerkur does not pay benefits for accidents caused by mental disorders or impaired consciousness, including due to the consumption of alcohol or drugs, as well as by strokes, epileptic fits or other seizures that affect the entire body of the insured person. However, insurance cover will be provided if these disorders were caused by an accident falling under this policy.
- 3.1.2 Accidents suffered by the insured person as a result of them deliberately committing or attempting to commit a crime.
- 3.1.3 Accidents caused directly or indirectly by war or civil war events or in connection with terrorist attacks. However, we will provide insurance cover if the insured person is travelling abroad and is unexpectedly affected by war or civil war. This extension of insurance cover will, however, not apply in the case of travel in or through states that were already engulfed by war or civil war upon commencement of the trip. It will also not apply in the event of active participation in war or civil war, or in the event of accidents caused by NBC (nuclear, biological or chemical) weapons.
- 3.1.4 Accidents befalling the insured person as the pilot of an aircraft (including sports aircraft) requiring a permit in accordance with Austrian law, or as a crew member on an aircraft, if these occur with a causal connection to the operation of the aircraft.

- 3.1.5 Accidents befalling the insured person when carrying out an activity with the aid of an aircraft.
- 3.1.6 Accidents befalling the insured person whilst using spacecraft. However, insurance cover is provided if the insured person is an airline passenger.
- 3.1.7 Accidents befalling the insured person as the driver, co-driver or passenger of a motor vehicle taking part in a driving event, including the corresponding practice runs, involving driving at high speeds.
- 3.1.8 Accidents caused directly or indirectly by nuclear energy.
- 3.1.9 Accidents befalling the insured person when exercising a professional manual activity or military service.
- 3.1.10 Damage to health caused by radiation and damage to health caused by therapeutic measures or interventions on the body of the insured person. However, insurance cover is provided if therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.11 Damage to health caused by infections. These are also excluded if caused by insect stings or bites or other minor injuries to the skin or mucous membranes through which the pathogens entered the body, either immediately or at a later stage. However, insurance cover is provided for rabies and tetanus, as well as for infections whereby the pathogens entered the body through injuries as a result of an accident, which is not excluded under clause 1. Insurance cover is also provided for infections caused by therapeutic measures or interventions if the therapeutic measures or interventions, including radio-diagnostic and radio-therapeutic interventions, are carried out due to an accident falling under this policy.
- 3.1.12 Abdominal or lower abdominal herniae. However, insurance cover is provided if these occur due to a violent external impact falling under this policy.
- 3.1.13 Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage. However, insurance cover is provided if the predominant cause is an accident falling under this policy.
- 3.1.14 Pathological disorders as a result of psychological reactions, regardless of their cause.
- 3.1.15 Poisoning as a result of ingesting solid or liquid substances through the gullet.
- 3.2 What impact do illnesses or infirmities have?
If illnesses or infirmities contribute to the damage to health caused by an accident, or the consequences thereof, the benefits will be reduced by an amount proportionate to the illness or infirmity, if this proportion is at least 25%. If illnesses or infirmities contribute to a damage to health caused by an accident, or the consequences thereof, any entitlement to benefits will cease to exist if this proportion is more than 50%.
- 4. What requirements must be complied with if an insured event occurs? (Obligations)**
— Supplements to the General Section, clause 8. —
- 4.1 Immediate medical consultation
The medical advice of a doctor must be sought following an accident that is expected to lead to a payment obligation. The insured person must follow the doctor's orders and must also limit the consequences of the accident as far as possible.
- 4.2 Examination by doctors appointed by HanseMerkur
The insured person has a duty to allow an examination by a doctor appointed by HanseMerkur to take place. HanseMerkur will bear the necessary costs, including any loss of earnings.
- 4.3 Notifications in the event of death
If the accident leads to the death of the insured person, then the heirs or other legal successors of the insured person must inform HanseMerkur thereof within 48 hours, even if the accident itself has already been reported. HanseMerkur must be granted the right to have a post-mortem examination conducted by a doctor appointed by HanseMerkur.
- 4.4 Consequences of non-compliance with the obligations
The legal consequences of a breach of one of these obligations are stated in the General Section, clause 8.5.

NFV – Travel assistance insurance

- 1. What insured benefits are provided by your travel assistance insurance?**
If an insured event occurs (see clause 2), the following benefits are provided.
- 1.1 **Prosecution**
If the insured person is arrested or threatened with arrest, HanseMerkur will assist in finding a lawyer and/or interpreter. If this occurs, HanseMerkur will provide a loan for the respective court, legal and interpreting costs, up to EUR 3,000. In addition, HanseMerkur will provide up to an amount of EUR 13,000 to cover any bail which might be demanded by the authorities as a loan. Before a loan can be granted, a copy of your personal ID card or passport must be presented to the HanseMerkur emergency assistance service together with a repayment declaration signed by you. You must repay the amounts paid immediately upon reimbursement by the authority or the court, but at the latest within 3 months of disbursement.
- 1.2 **The abduction of the insured person**
In the event of abduction/kidnapping of the insured person or the travel companion of the insured person, HanseMerkur grants a loan per insured person up to an amount of EUR 10,000. Before a loan can be granted, a copy of your personal ID card or passport must be presented to the emergency assistance service together with a repayment declaration signed by you. The amounts advanced by HanseMerkur will be repaid by you in a single payment within one month of the end of the journey.
- 1.3 **Emergency message**
If the insured person cannot be reached during the trip, HanseMerkur will endeavour to alert the insured person using an emergency message (e.g. via radio) and will cover the cost of this.
- 1.4 **Care of minors travelling with the insured person**
HanseMerkur will also organise and pay for the care of minors if the child has to continue or curtail the trip on its own, provided all the accompanying persons or the only person accompanying the child on a trip is unable to complete the trip as planned due to death, serious accident or unexpected serious illness.
- 1.5 **Loss of travel money**
If the insured person experiences a financial emergency due to the loss of his means of payment through theft, robbery or any other loss, HanseMerkur will contact their bank via their emergency assistance service. If necessary, HanseMerkur will help in transferring an amount to the insured person made available by their bank. If it is not possible to contact the bank within 24 hours, HanseMerkur provide the insured person with a loan up to an amount of EUR 1,500 via their emergency assistance service, subject to presentation of a copy of a personal ID card or passport. The loan must be repaid to HanseMerkur within one month of the end of the trip in one lump sum.
- 1.6 **Loss of credit and EC/Maestro debit cards**
In the event of the loss of credit or EC/Maestro debit cards, HanseMerkur will help you to have the cards blocked. However, HanseMerkur will not be held liable for the successful blocking of the cards or for any financial losses that might result despite the cards being blocked.

- 1.7 Loss of travel documents
In the event of a loss of travel documents, HanseMerkur will help to obtain the respective replacement documents.
- 1.8 Booking changes/delays
If the insured person gets into difficulty due to a missed booked transport service or because the booked transport is delayed or cancelled, HanseMerkur will help to change the booking. The costs of changing the booking and increased travel costs will be borne by the insured person. Upon request by the insured person, HanseMerkur will notify third parties of the itinerary changes.
- 2. What qualifies as an insured event?**
An event is covered by the insurance policy if you are faced with an emergency which is insured under clause 1 during your trip. HanseMerkur's global emergency assistance service will help in cases of emergency referred to in clause 1 affecting the insured person during the trip. In order to be fully covered under our emergency insurance, the insured person or a representative of the insured person must notify HanseMerkur's worldwide emergency assistance service by telephone or other means upon occurrence of the insured event. If the insured person or a representative of the insured person fails to contact the global emergency service and if this results in additional costs, HanseMerkur will not be responsible for said additional costs.
- 3. What requirements must be complied with if an insured event occurs? (Obligations)**
— Supplements to the General Section, clause 8. —
- 3.1 Contacting our global emergency service
You or a person appointed by you must contact the emergency service immediately.
- 3.2 Receipts to be submitted
You must demonstrate the occurrence of an insured event
- 3.2.1 by submitting proof of insurance, booking documents in the original form
- 3.2.2 in the case of death, by submitting death certificates
- 3.2.3 in the case of significant damage to property, by submitting the appropriate documentation and submit the original receipts for all costs incurred.
- 3.3 Consequences of non-compliance with obligations
The legal consequences of a breach of one of these obligations are stated in the General Section, clause 8.5.

LIABILITY – Travel liability insurance

- 1. What insured benefits are provided by your travel liability insurance?**
If the insured event occurs (see clause 2; for limitations see clause 3), the following benefits are provided up to the level of the sums insured.
- 1.1 Investigation of liability and settlement of justified claims
HanseMerkur's services include investigation of liability and subsequent defence against unjustified claims or, in the event of a justified claim, reimbursement of the compensation to be paid by you. A justified claim shall be deemed to exist based on a declaration of acknowledgement issued or approved by HanseMerkur, a settlement concluded or approved by HanseMerkur, or a court order. Should the settlement of a liability claim as requested by HanseMerkur by means of acknowledgement, appeasement or settlement fail due to conduct on your part, HanseMerkur will not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.
Should HanseMerkur desire or approve the appointment of a defence lawyer for you as part of criminal proceedings based on an event that may result in a liability claim falling under the insurance cover, HanseMerkur will bear the lawyer's fees in accordance with the fee schedule, or higher costs if specifically agreed with HanseMerkur in advance.
- 1.2 Sureties if annuities are due
Should you be legally bound to provide a surety on the basis of an annuity due as a result of an insured event, or should you be granted the option to avoid enforcement of a court judgement by providing a surety or escrow, HanseMerkur undertakes to provide the surety or escrow on your behalf.
- 1.3 Costs of a legal dispute
Should the insured event lead to a legal dispute regarding the claim between you and the injured party or their legal successor, HanseMerkur will deal with the legal dispute in your name. HanseMerkur will assume the incurred costs and will not offset these as benefits against the sum insured. Should the liability claims exceed the sum insured, HanseMerkur shall only bear the costs of legal proceedings in an amount corresponding to the proportion of the entire claim amount represented by the sum insured, even in the event of several sets of proceedings arising from one event. In such cases, HanseMerkur will be entitled – by paying the sum insured and its proportion of the costs incurred so far corresponding to the sum insured – to a release from payment of further benefits.
- 2. What qualifies as an insured event?**
You have insurance cover on the trip in the event that a claim for compensation is asserted against you by a third party on the basis of statutory liability provisions under private law due to one of the events listed below leading to the death, injury or damage to the health of persons (personal damage) or damage to or destruction of an object (material damage).
- 2.1 Everyday liability risks
Your insurance cover extends to your statutory liability as an individual in terms of everyday liability risks occurring on your trip. If the Carefree rate model is taken out, the sum insured amounts to EUR 750,000. If the Premium rate model is taken out, the sum insured is EUR 1,000,000. Your liability risks are included in the scope of cover, in particular in the following capacities:
- 2.1.1 as the head of family and household (e.g. with the duty of care for minors).
- 2.1.2 as a cyclist.
- 2.1.3 while practising a sport (except the types of sport listed in clause 3.2.3).
- 2.1.4 as a rider or driver when using third-party horses and carts for private purposes (liability claims of the animal's keeper or owner against the insured person and/or the policyholder are not covered).
- 2.1.5 through the ownership and use of aircraft models, unmanned balloons and gliders, which are powered neither by motors nor by propellants, whose weight in flight does not exceed 5 kg and for which there is no insurance obligation.
- 2.1.6 liability arising through the ownership and use of own or third-party rowing or pedal boats as well as third-party sailing boats which are powered neither by motors (including outboard motors) nor by propellants, and for which there is no insurance obligation.
- 2.1.7 liability arising from the ownership, possession, maintenance or use of own or third-party surf boards for sporting purposes. However, the legal liability of the insured person arising from renting, borrowing or other transfer of use to third parties is excluded.
- 2.2 Liability claims for damage to rented property
In derogation of clause 3.2.4, the insurance also covers damage to rented property. In this connection, the insurance cover extends to everyday liability risks incurred by the insured person as the user of rooms in buildings (e.g. hotel and B&B rooms,

holiday apartments, bungalows, etc.). If the Carefree rate model is taken out, the reimbursable sum amounts to EUR 10,000 per insured event. If the Premium rate model is taken out, the reimbursable sum is EUR 25,000 per insured event. A deductible of 20%, and at least EUR 50, will be deducted from the calculated benefit for each insured event.

However, liability claims for the following reasons are excluded:

- damage to moveable items such as pictures, furniture, television sets, crockery, etc.
- damage due to wear and tear and excessive strain.
- damage to heating, mechanical, boiler and hot water facilities as well as electrical and gas equipment.
- the rights of recourse arising under the waiver of recourse according to the agreement with the fire insurance for overlapping damage events.

2.3 Damage to the household of the host family

Notwithstanding clauses 2.2 and 3.2.7, liability claims against you are insured if they relate to damage to mobile objects (e.g. pictures, furniture, television sets, crockery, carpets) and to the household of the host family whose use is foreseen and permitted in connection with hosting. The household of the host family includes the house or home where the host family is resident (main, second and holiday homes), including the associated land and additional buildings or adjoining rooms located on it. The total payment for all damages to mobile objects and room of the host family within the period of the contract is limited. If the Carefree rate model is taken out, it is EUR 10,000. If the Premium rate model is taken out, it is EUR 25,000. A deductible of 10%, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

2.4 Deportation costs

Insurance cover exists if you are deported by the authorities in Austria to your home country. The insurance cover for the deportation costs only applies if the deportation is ordered within the insured period and the period of the contract with the host family and within the period stated in the residence permit or the visa for the stay.

If the insured event occurs, HanseMerkur insures against the additional costs (deportation costs) which can be shown to have been incurred by the policyholder (host family) in accordance with §§ 765, 773 of the German Civil Code (BGB) in conjunction with §§ 82 (2), 83 and 84 of the Aliens Law. If the Carefree rate model is taken out, the reimbursable sum amounts to EUR 1,000 per insured event. If the Premium rate model is taken out, the reimbursable sum is EUR 5,000 per insured event. A deductible of 20%, and at least EUR 50, will be deducted from the calculated benefit for each insured event.

2.5 Loss of keys - only if the Premium rate model has been taken out

The statutory liability arising from the loss of third-party keys (including the general main key for a central locking system and code cards) that are legally in the possession of the insured party is also insured. The insurance cover is limited to statutory liability claims that arise due to the costs of having to replace locks and locking systems, as well as the costs of temporary security measures (emergency lock) and property protection for up to 14 days, calculated from the point in time that the key was determined to have been lost.

Reimbursement is limited to EUR 250 within the contract period.

Liability claims owing to consequential damage arising from the loss of a key (e.g. due to a break-in) and liability arising from the loss of safe and furniture keys, as well as any other keys for movable objects, remain excluded.

2.6 Damage to assets - only if the Premium rate model has been taken out

HanseMerkur gives you insurance cover for the case where you are held responsible for damage to assets on the basis of legal liability provisions. Damage to assets is damage that is neither personal damage nor damage to property nor can be considered as such arising from damage caused by the policyholder. Assets include in particular money and papers with a cash value. The insurance cover does not relate to payment obligations deriving from fines or tax assessments or other charges resulting from administrative Acts or the performance of contracts. The compensation is limited to EUR 10,000 per insured event.

2.7 Professional liability - only if the Premium rate model has been taken out

The insurance cover relates to the legal liability of the insured person during the performance of the insured person's profession. In this case, only liability claims that are on the basis of activities that the insured person is allowed to practice on the basis of his or her level of education are insured. This insurance cover only applies, however, if claims are made against the insured person and there is no other insurance cover. Damage is not covered if it is due to the insured person overlooking mistakes in invoices, accounts, cost estimates or measurements in drawings which the insured person had a responsibility to check. There is also no insurance cover for the non-fulfilment of contracts and the replacement performance carried out in place of the non-fulfilment. The compensation is limited to EUR 25,000 per insured event. A deductible of 10%, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

2.8 Unrecoverable compensation insurance - only if the Premium rate model has been taken out

If you have a justified right to compensation for personal or property damage and are in part or entirely unable to claim these justified debts from the person responsible for compensation, HanseMerkur provides you with cover as though the person responsible for compensation had had insurance cover to the limit and extent of this liability insurance under Austrian law. The person responsible for compensation, or other third parties, has no rights deriving from this insurance contract. The compensation is limited to EUR 10,000 per insured event. A deductible of 10%, and at least EUR 200, will be deducted from the calculated benefit for each insured event.

3. **What limitations of the insurance cover must be borne in mind?**

3.1 Non-insured liability risks

- 3.1.1 Your liability as the owner, proprietor, holder or driver of a land-based vehicle, aircraft or watercraft is not covered in the event of damage caused by using the vehicle.
- 3.1.2 Your liability as the owner, holder or keeper of animals and your liability when hunting are not covered.
- 3.1.3 Your liability when carrying out your job, service or duties (including voluntary) or when participating in associations of any kind is not covered.
- 3.1.4 The insured person's liability when renting out, lending or otherwise handing items over to third parties for use is not covered.

3.2 Non-insured liability claims

- 3.2.1 Liability claims that go beyond the scope of statutory liability.
- 3.2.2 Claims to salaries, pensions, wages and other set emoluments, accommodation and meals, medical treatment in the event of inability to work, welfare entitlements as well as claims under riot damage laws.
- 3.2.3 Liability claims for damage as a result of your participation in horse, bicycle or motor vehicle races, boxing and wrestling matches or combat sports of any kind, including preparation (training) for these.
- 3.2.4 Unless insured pursuant to clause 2.2, liability claims for damage to third-party items that you have rented, leased, borrowed or obtained through unlawful interference or that are subject to a specific custody agreement.
- 3.2.5 Liability claims for damage caused by environmental impact on the ground, air or water (including bodies of water) and all further resulting damage.
- 3.2.6 Liability claims for events involving relatives living in your household. Relatives shall include spouses, parents and children, adoptive parents and children, parents and children-in-law, step-parents and children, grandparents and grandchildren, siblings,

- foster parents and children as well as persons connected by means of a family-like, long-term relationship similar to that of parents and children.
- 3.2.7 Liability claims between several insured persons on the same insurance policy as well as between the policyholder and the persons insured on an insurance policy.
- 3.2.8 Liability claims between several persons who have booked a trip together and take this trip together.
- 3.2.9 Liability claims for damage as a result of passing on an illness.
- 3.2.10 Liability claims for damage as a result of using weapons of any kind.
- 3.2.11 Liability claims for all resultant financial losses.
- 3.2.12 Liability claims for damage as a result of loss of items such as money, securities and valuables.
- 3.3 Limitation of benefits
- 3.3.1 Our compensation is limited to the agreed sums insured in each insured event. This shall apply even if the insurance covers several persons with entitlement to compensation.
- 3.3.2 The compensation for all insured events within the insured period will be limited to twice the agreed sum insured.
- 3.3.3 Several insured events occurring during the effective period of the insurance will be considered one insured event that occurs at the time of the first of these insured events if they are based on the same cause or similar causes with an internal – particularly material and temporal – link.
- 3.3.4 If the insured person is required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or exceeds the amount of the insured sum remaining following deduction of any benefits provided due to the insured event, the annuity to be paid will only be covered by the insurer in an amount corresponding to the proportion of the insured sum or residual amount to the capital value of the annuity.
The corresponding provision of the ordinance on insurance cover under the motor vehicle liability insurance, in the version applicable when the insured event occurs, shall apply as regards calculation of the value of the annuity. When calculating the amount that the policyholder must contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the sum insured remaining following deduction of other benefits, the other benefits will be offset in full against the sum insured.
- 3.3.5 Should the settlement of a liability claim as requested by us by means of acknowledgement, appeasement or settlement fail due to conduct on the part of the insured person, HanseMerkur will not be liable for the additional expenses for compensation, interest and costs incurred from the point of refusal.
- 4. What requirements must be complied with if an insured event occurs? (Obligations)**
— Supplements to the General Section, clause 8. —
- 4.1 Immediate notification of the incident
If a claim for compensation for damages is made against you, please inform us immediately.
- 4.2 Immediate notification in the event of a legal dispute
If investigation proceedings have been initiated or a penalty order or order for payment has been issued, you must inform us immediately, even if you have already reported the insured event itself. If a claim is made against you in court or by means of an order for payment, legal aid is applied for or a legal notice is served on you, you must also inform us immediately. The same applies in the event of an arrest, preliminary injunction or proceedings for the preservation of evidence.
- 4.3 Handover of proceedings
In the event of legal proceedings concerning the liability claim, you must hand over conduct of such proceedings to us, grant power of attorney to the lawyer appointed or specified by us and submit all declarations that we or the lawyer believe to be necessary. In the event of orders for payment or ordinances from administrative authorities regarding compensation for damages, you must file an objection or seek the required legal remedies within the set time limit without waiting for instruction from us.
- 4.4 Cession of exercise of rights in the event of annuities
If, as a result of changes in circumstances, you are granted the right to request the cancellation or reduction of an annuity to be paid, you have a duty to allow us to exercise this right on your behalf.
- 4.5 Conferment of authority
HanseMerkur is considered authorised to submit all declarations deemed to be useful in settling or defending against the claim in your name.
- 4.6 Consequences of non-compliance with obligations
The legal consequences of a breach of one of these obligations are stated in the General Section, clause 8.5.