

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

§ 1 - Insured Persons and Insurability

Insured persons shall be the persons named in the insurance certificate or the travel agent's confirmation of travel or the group of persons specified in the insurance certificate provided that the insurance premium has been paid.

§ 2 - Conclusion and Termination of the Insurance Policy

1. The insurance policy must be concluded prior to the beginning of the trip for its entire duration. Otherwise, no insurance policy has been concluded, even if payment of the premium has been effected. In this case, the sender shall be entitled to a refund of the amount paid.
2. The insurance policy shall be concluded by payment of the premium if the payment contains detailed and full information concerning the beginning of insurance coverage, the product chosen by the policyholder and the persons to be insured.
3. The insurance policy shall end at the agreed point in time.

§ 3 - Premium

1. Payment of the first or one-time premium
 - a) The first or one-time premium is due at the beginning of the contractual term.
 - b) If the first or one-time premium has not been paid in due time, the insurer is entitled to cancel the contract prior to the receipt of the payment, unless the insured is not responsible for the non-payment.
 - c) The insurer is not obligated for payment if the first or one-time premium has not been paid at the time the insured event occurs, unless the insured is not responsible for the non-payment.
2. Payment of subsequent premiums
 - a) When the subsequent premiums are not paid in due time, the insurer sends a reminder to the insured and sets a term of 2 months.
 - b) When an insured event occurs after the expiration of said term and the insured is still in arrears with his/her payment of the premium or the interest or costs at the time of the event the insurer is not obligated for compensation.
 - c) The insurer connects the payment term of 2 months to the cancellation of the contract at the expiration of said payment term. The cancellation becomes effective when the term expires and the insured remains in arrears with the payment at said time.
 - d) The cancellation becomes ineffective if the insured makes the payment within one month after the effectiveness of the cancellation. Letter b) remains unaffected from this clause. The same applies in case that the insured person names a new insured within 2 months after becoming aware of the cancellation and said person makes the payment of the respective notice. Item b) remains unaffected therefrom.

3. Direct debit procedure

If collection of the premium from a bank or credit card account is agreed the payment shall be deemed as in time if the premium can be collected on the debit date and the insurance policy holder does not object to a justified collection. If it was not possible to collect the premium without the fault of the insurance policy holder the payment shall also be deemed on time still if it is made immediately after a written payment request of the insurer.

§ 4 - Scope, Conclusion, Beginning and End of Insurance Coverage

Insurance Coverage:

1. shall extend to the contractually agreed territorial scope of the insured trip abroad. Abroad shall be defined as any territory outside the territory of the Federal Republic of Germany as well as the territory in which the insured person is a resident. 3 weeks of insurance coverage per 6 months in the country of residency are included if the trip is interrupted and if the insured term lasts longer than 6 months.
2. must be concluded prior to the beginning of the trip for its entire duration. Otherwise, no insurance coverage will be provided for the entire trip and the insurance premium will be refunded.
3. shall commence at the point in time specified in the insurance certificate, however,
 - a) not before leaving the territory of the Federal Republic of Germany as well as the territory in which the insured person is a resident.
 - b) not before payment of the insurance premium (cf. also § 3).
4. shall end at the agreed point in time, at the latest, however, upon entering the territory of the Federal Republic of Ger-

many as well as the territory in which the insured person is a resident.

5. extends beyond the agreed point in time if the scheduled end of the trip is delayed for reasons which are beyond the control of the insured person.

§ 5 - Scope of Insurance Coverage and Obligation to Indemnify

1. Insured event shall mean any event of curative medical treatment of an insured person required due to illness or consequences of an accident. The insured event shall begin at the time of curative treatment and shall end if, according to medical evidence, medical treatment is no longer required. In the event that curative treatment must be extended to an illness or consequences of an accident which are not causally related to the previously treated illness or consequences of an accident, this shall constitute a new insured event. Insured event shall mean also any event of medical treatment required due to acute complaints during pregnancy, delivery up to the end of the 36th week of pregnancy, miscarriage, medically indicated abortion and death.
2. HanseMerkur shall reimburse any costs of medically indicated curative treatment received during a trip abroad as a result of an illness or accident occurring during a trip which have been accrued in the local currency of the country in which treatment is given in accordance with local custom. In addition, HanseMerkur shall reimburse any additional costs of medically indicated and prescribed return transport and, in case of death, of the return transport of the deceased. When abroad, the insured person shall have the right to choose his/her own physician or dentist, who is legally recognized and licensed in the country in which he/she practices, provided that the physician or dentist concerned invoices in accordance with the official scale of medical fees for physicians and dentists as amended, if any, or in accordance with local custom. Furthermore, HanseMerkur shall reimburse any expenses for telephone calls made by the insured person to the emergency service hotline of HanseMerkur up to an amount of EUR 25.00 per insured event.
3. Within the contractual scope of insurance coverage, the insurer shall pay for medical examinations or treatment methods and medications which are largely recognized by classical medicine in Germany. Moreover, the insurer shall pay for any methods and medications which have proved successful in practice or which are used because no other methods or medications of classical medicine are available. However, the insurer shall be entitled to reduce its benefits to the amount that would have accrued if methods or medications of classical medicine had been available.
4. If all medical treatment costs accrued abroad and covered by this insurance policy are submitted for compensation to another service provider/insurance company agreeing to share the costs before claims are submitted to HanseMerkur, HanseMerkur will make the following payments in addition to cost reimbursement:
 - a) in the event of in-patient treatment, a daily allowance of EUR 50.00 for a maximum of 14 days;
 - b) in the event of out-patient treatment (irrespective of the number of treatments and illnesses) a one-off payment of EUR 25.00 per treated person.

I. Cost of Curative Treatment Abroad

1. Curative treatment in the meaning of these conditions shall be:
 - a) medical treatment including medically indicated treatment during pregnancy due to acute complaints, delivery up to the end of the 36th week of pregnancy (premature birth), treatment because of miscarriage as well as medically indicated abortion;
 - b) for a stay in the U.S.A. and Canada, amending § 6.1 m), even a first and one-time out-patient treatment of a psychoanalytic and psychotherapeutic disease by a specialist. If an in-patient treatment becomes necessary the additional return traveling costs to the home country shall be paid. Only the costs for the lowest fair shall be compensated
 - c) medically prescribed medications and dressing material (not, however, nutriments or tonics – even if medically prescribed – nor any cosmetic products);
 - d) medically prescribed radiation, light and other physical treatments;
 - e) medically prescribed massages, medical packages, inhalations and medical gymnastics;
 - f) medically prescribed aids which become necessary because of an accident and serve as direct treatment of the consequences of an accident;
 - g) X-ray diagnostics;

h) urgent in-patient treatment provided that it is received in an institution which is generally recognized as a hospital in the country in which treatment is given, is under continuous medical management, provides sufficient diagnostic and therapeutic facilities and records medical files;

- i) ambulance service for in-patient treatment in the nearest suitable hospital and return to accommodation;
- j) urgent surgery;
- k) painkilling and preserving dental treatment, including simple fillings and measures of restoring the function of existing dentures if carried out or prescribed by a dentist.

2. Newborn Babies

In the event of a premature birth (in derogation of § 1) the cost of the required curative treatment of the newborn baby abroad shall be assumed up to an amount of EUR 50,000.00.

3. Follow-Up Treatment Abroad

If an illness that occurred during the stay abroad requires treatment even after expiry of the insurance coverage because the patient cannot return home since he/she proves to be unable to be transported, the insurer shall be obligated to indemnify within the scope of the present conditions until restoration of the patient's ability to be transported (including any return transport which then might be required).

II. Return Transport, Repatriation and Funeral Costs

HanseMerkur shall reimburse:

1. any additional costs of return transport of the insured person to the nearest appropriate hospital in the vicinity of his/her place of residence, provided that any such transport is medically sensible and reasonable. Whether or not return transport is medically sensible and reasonable shall be decided upon by the contractual physician of the insurer in consultation with the treating physician in the country in which treatment is given. In addition, the additional costs of return transport of the insured person to the nearest hospital in the vicinity of his/her place of residence shall be reimbursed if:
 - a) according to the treating physician's prognosis, in-patient treatment abroad is expected to extend to more than 14 days;
 - b) the estimated costs of curative treatment abroad will exceed the costs of return transport.The insurer shall also assume the costs of a person accompanying the patient who is also covered by insurance, provided the accompaniment is medically indicated, officially ordered and statutory for the transport agent.
2. the compensation of the additional return travel costs in case of in-patient treatments lasting at least 3 days. Only the costs for the lowest fair shall be compensated.
3. in case of death of an insured person any additional costs accruing from the return transport of the deceased to his/her permanent place of residence;
4. any cost of a funeral abroad up to the amount that would have accrued from return transport.

III. Daily Hospital Allowance

For trips abroad, insured persons may choose to either receive a daily hospital allowance of EUR 50.00 per day for up to 30 days from the beginning of the medically required in-patient treatment due to an illness or injury occurring during a trip abroad or to have the costs of the medically required in-patient treatment reimbursed. The decision as to which option is exercised must be made at the very beginning of in-patient treatment.

§ 6 - Limitation of the Insurer's Duty to Indemnify

1. The insurer shall have no duty to indemnify the insured person
 - a) for any treatment of diseases abroad which is the sole reason or one of the reasons for the trip;
 - b) for any treatment of which it was known before commencement of the trip that it would have to be carried out when undertaking the trip as planned, unless the trip had been undertaken due to the death of the spouse or a first-degree relative;
 - c) for any diseases, including corresponding consequences, as well as for any consequences of an accident caused by foreseeable war events or the active participation in unrest which are not expressly covered by the insurance policy;
 - d) for any diseases or accidents, including corresponding consequences, resulting from wilful intent;

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- e) for therapeutic treatment in a spa or health resort as well as for measures of rehabilitation, unless the treatment is provided immediately after an insured in-patient treatment due to a serious apoplectic stroke, a serious heart attack or a serious disease of the skeleton (intervertebral disc operation, hip endoprosthesis), the treatment serves to reduce the period of time spent in the hospital and insurance coverage was granted by the insurer in writing prior to commencement of treatment;
 - f) for withdrawal treatment, including withdrawal cures;
 - g) for out-patient therapeutic treatment in a spa or health resort. This limitation shall not apply if therapeutic treatment is required due to an accident which has taken place abroad. In the event of a disease, the insurer shall have no duty to indemnify if the stay of the insured person in the spa or health resort lasted only for a short period of time and did not serve any curative purposes.
 - h) for expenses accruing from treatment methods and medications which are generally scientifically recognized neither in the Federal Republic of Germany nor in the country in which treatment is given. This shall not apply to benefits granted in accordance with § 5 Item 3.
 - i) for medical aids, even if medically prescribed, unless they are required for the first time solely as a consequence of an accident and used to directly treat the consequences of the accident;
 - j) for treatment of spouses, parents or children. Documented material costs will be reimbursed according to tariff.
 - k) for treatment of persons with whom the insured person lives together within his/her own family or the guest family. Documented material costs will be reimbursed according to tariff.
 - l) for treatment or accommodation due to infirmity, nursing care or institutionalisation;
 - m) for hypnosis, psychoanalytic and psychotherapeutic treatment;

- n) for dental prosthesis, pivot teeth, inlays, crowns, orthodontic treatment, prophylactic treatment, bite guards and braces, functional analytic and functional therapeutic treatment as well as implantological dental treatment;
 - o) for treatment of HIV infections and corresponding consequences;
 - p) for immunization measures;
 - q) for treatment due to disturbances and/or defects of reproductive organs;
 - r) for suicide, attempted suicide and corresponding consequences;
 - s) for preventive medical examinations;
 - t) for organ donations and corresponding consequences.
2. HanseMerkur shall be released from its duty to indemnify if:
- a) the disease or the accident has been caused intentionally by the policyholder and/or the insured person;
 - b) the policyholder and/or the insured person attempts to fraudulently misrepresent to HanseMerkur any circumstances which are material to the basis or the amount of the insurance benefit;
3. No insurance coverage shall be granted for any damage caused by war, civil war, warlike events, civil unrest, strike, nuclear energy, confiscation, withdrawal or other interventions by higher authority.
4. If curative treatment exceeds the medically required level or if the costs of curative treatment are higher than the costs at local standard, HanseMerkur may reduce its benefits to an appropriate amount.
5. If a claim exists for benefits from statutory accident or pension insurance, from statutory medical care or accident care, the insurer may deduct the statutory benefits from the insurance benefits without prejudice to any claims to daily hospital allowances.

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

1. Obligations

In the event of any disease or the occurrence of any accident, the policyholder and the insured persons shall be obligated:

- a) to keep damage at a minimum and to avoid anything which might cause unnecessary increase in costs;
 - b) to notify HanseMerkur immediately, at the latest, however, after booking of the trip, of any damage by submitting all relevant booking documents;
 - c) to permit HanseMerkur to undertake any reasonable investigation into the cause and the amount payable, to provide any relevant information, to furnish original receipts, and, in the case of death, to submit the certificate of death;
 - d) to immediately contact HanseMerkur's global emergency service hotline in the event of in-patient treatment and prior to any comprehensive diagnostic and therapeutic measures;
 - e) to accept return transport to the place of residence and/or to a suitable hospital closest to the place of residence when transport is medically feasible and if HanseMerkur gives permission for return transport, depending on the type of illness and the treatment required.
2. Legal Consequences in Event of Violation of Obligations
- If the policyholder or the insured person intentionally violates any of the contractually agreed obligations, HanseMerkur shall not be obligated to pay compensation. In the event of any grossly negligent violation of an obligation, HanseMerkur shall be entitled to reduce benefits to an extent which corresponds with the seriousness of the violation committed by the policyholder/insured person. The burden of proof with respect to the non-existence of any gross negligence shall lie with the policyholder.

§ 8 - Payment of Insurance Benefits

1. The insurer shall reimburse any costs accrued in the local currency of the country in which treatment is given in accordance with § 8 Item 8.
2. Proof of cost must be provided by submitting paid original receipts containing the following information:
 - a) the name and address of the person having provided treatment;
 - b) the name of the person treated;
 - c) the name of the disease;
 - d) the period of treatment;
 - e) the type of services provided.
3. In the event of return transport instructed by a physician, a doctor's certificate issued by the treating physician abroad and confirming the necessity of return transport must also be submitted for examination of the matter. The requirement of consultation with the insurer's physician shall not be affected thereby.
4. In the event of return transport of the deceased and/or a funeral abroad, the certificate of death and a medical certificate specifying the reasons of death must also be submitted.
5. If HanseMerkur has received both proof of insurance coverage and payment of the corresponding premium and if the

reason for and the amount of the compensation payable by HanseMerkur has been established, payment of compensation must be effected within two weeks.

6. One month after giving notice of claim, partial payment of the minimum amount owed according to the current state-of-affairs may be demanded. The expiration date of this period of time shall be suspended as long as HanseMerkur is prevented from examining the claim due to the fault on the side of the policyholder and/or the insured person.
7. Within the framework of examining the benefit claims, HanseMerkur may be required to obtain person-related health data within the limits of the law. Should the policyholder and/or the insured person refuse to consent to any such data release, and should, as a result, HanseMerkur be unable to finally establish the amount and scope of insurance benefits, maturity of payment will be suspended. The same shall apply if the respective institutions or persons are not released from their duty to observe confidentiality vis-à-vis HanseMerkur.
8. Any costs incurred in a foreign currency shall be converted into the currency applicable in the Federal Republic of Germany at the exchange rate applicable on the day the receipts are received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate quoted in Frankfurt/Main; for untraded currencies, the exchange rate quoted in the latest issue of "Currency of the World" published by the German Federal Bank in Frankfurt/Main shall be used, unless proof can be furnished that the foreign currency used to pay the bills was bought at a higher exchange rate.
9. Any claims arising from this insurance policy shall become statute-barred after three years.

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

1. If, in the event of an insurance event, compensation may be claimed from another insurance contract, the other contract shall have priority over this contract. This shall also apply if in any of said insurance contracts subordinate liability has been agreed upon, irrespective of the point in time the insurance contract was concluded. If the insured event is first reported to HanseMerkur, HanseMerkur will pay in advance and contact the other insurer directly in order to share costs. HanseMerkur will waive to share costs with a private health insurance company if this results in any disadvantages for the insured person, such as loss of premium refund.
2. Claims asserted by the policyholder and/or the insured person against third parties shall be transferred to HanseMerkur to the extent as provided by law if HanseMerkur has settled the claim. If required, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment. The insurer shall not be obligated to pay before such declaration of assignment has been received. The insurer's duty to indemnify shall be suspended until submission of a declaration of assignment. In the event of violation of this obligation, the legal consequences specified in § 7 Item 2 shall have effect.
3. Claims asserted by the policyholder and/or the insured person against treating physicians due to excessive fees shall be transferred to HanseMerkur to the extent as provided by law if HanseMerkur has reimbursed the respective statement of fees. If required, the policyholder and/or the insured person shall be obligated to assist the insurer in enforcing the claims. In addition, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment. In case of violation of this obligation, the legal consequences specified in § 7 Item 2 shall have effect.

§ 10 - Set-Off

The policyholder may set-off against claims of the insurer only if the counterclaim is uncontested or recognized by declaratory judgement.

§ 11 - Declarations of Intent and Notices

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

§ 12 - Applicable Law/Contract Language

German law shall apply in so far as it does not conflict with international law. Contract language shall be German.

§ 13 - Participation in Surplus

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