

Terms and Conditions for Travel Insurance provided by Europäische Reiseversicherung AG (VB-ERV 2005 Terms and Conditions)*

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Germany

The following terms and conditions under Articles 1 – 11 apply to all types of travel insurance offered by Europäische Reiseversicherung AG (hereinafter referred to as EUROPÄISCHE). The following Articles A–O govern the cover provided by each type of insurance.

General Terms and Conditions

Article 1 Insured persons

The insured persons are the persons named in the insurance certificate or the group of persons described in the insurance certificate.

Article 2 Insured trip

1. Insurance cover is provided for each insured trip.
2. All private trips are deemed to be trips under these terms and conditions of insurance. Business trips are not deemed to be private trips.

Article 3 Beginning and end of insurance cover

The insurance cover

- a) must be concluded for the entire duration of the trip;
- b) begins at the agreed point in time;
- c) ends at the agreed point in time, but no later than the end of the insured trip;
- d) will extend beyond the agreed point in time if the scheduled end of the insured trip is delayed for reasons beyond the control of the insured person.

Article 4 Premium

1. The premium is due immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.
2. If the premium has not been paid when the first insured event occurs, EUROPÄISCHE will be released from the obligation to make payment.

Article 5 Exclusions

The following are not insured

- a) Loss or damage resulting from war, civil war, events similar to war, civil commotions, terrorist attacks, nuclear energy or other ionising radiation, strikes and other forms of industrial action, requisition, and other events relating to an Act of God;
- b) Damage which the insured person has caused by wilful intent or gross negligence.

Article 6 Obligations following occurrence of an insured event

1. The insured person will be under an obligation
 - a) not to do anything which might result in an unnecessary increase in costs (obligation to reduce losses);
 - b) to notify EUROPÄISCHE of the loss or damage without delay;
 - c) to allow EUROPÄISCHE to carry out any reasonable investigations into the cause and extent of its liability to make payment, truthfully to give any factual information which may be helpful for this purpose, to supply original documents in support and, where appropriate, to release the doctors providing treatment from their duty of professional confidentiality.
2. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

Article 7 Payment of benefit

Once the cause and extent of EUROPÄISCHE's liability has been established, the benefit must be paid within two weeks.

Article 8 Claims against third parties

1. To the extent allowed by law, claims for damages against third parties are assigned to EUROPÄISCHE up to the amount equal to the sum paid out.
2. The insured person will be under an obligation, where required, to assign claims for damages in this amount to EUROPÄISCHE.

Article 9 Special reasons for lapse of cover/ Period allowed for taking legal action

EUROPÄISCHE is released from its liability to make payment if

- a) after the occurrence of the insured event, the insured person deliberately attempts to deceive EUROPÄISCHE as to circumstances which are material to the cause or extent of its liability to make payment or intentionally makes untrue statements arising from the insured event, particularly in the claim notification, even when this does not cause any loss or damage to EUROPÄISCHE;
- b) payment of benefit was refused and the claim to payment is not asserted in court within a period of six months. The period will not begin until EUROPÄISCHE has rejected in writing the claim, stating the legal consequence which will ensue from expiry of the period.

Article 10 Jurisdiction/ Applicable law

1. Jurisdiction for actions against EUROPÄISCHE will be vested in the courts of Munich or in the courts of the place where the intermediary has its registered office.

2. Where legally permitted, the applicable law will be the law of Germany.

Article 11 Notices and declarations of intent

Notices and declarations of intent of the insured person and EUROPÄISCHE must be in writing (e.g. letter, fax, email), unless expressly agreed to the contrary. Intermediaries shall not be authorized for acceptance.

A Travel Cancellation Insurance

§ 1 Cover provided

1. EUROPÄISCHE will pay the contractually agreed cancellation charges up to the amount of the contractually agreed insurance sum, if
 - a) the insured person or a risk person is affected by one of the events listed below,
 - b) the occurrence of the event could not be foreseen when the insured trip was booked,
 - c) the cancellation took place on account of this event and
 - d) it was not reasonable to expect the insured person or risk person to undertake the trip.
2. Insured events are
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected serious illness;
 - d) pregnancy;
 - e) immunisation intolerance;
 - f) breakage of a prosthesis and loosening of implanted joints;
 - g) loss or damage to property due to fire, explosion, storm, lightning strike, flooding, avalanche, volcano eruption, earthquake, landslide or criminal action by a third party, if the loss or damage is substantial or the presence of the insured person is necessary for loss assessment;
 - h) loss of employment as a result of unexpected dismissal by the employer for business reasons;
 - i) the taking up of employment where this person was registered as unemployed when the trip was booked.
3. Risk persons are
 - a) the relatives of the insured person. These are the spouse or partner, or partner living in cohabitation, children, parents, adopted children, adoptive parents, step children, step parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law, and brothers and sisters-in-law of the insured person;
 - b) persons who are caring for under-age relatives or relatives needing care of the insured person, when these relatives are not travelling (carers);
 - c) persons travelling on the trip and their relatives and carers, provided not more than four persons have booked the trip together. Relatives travelling on the trip are always deemed to be risk persons.

§ 2 Exclusions

No insurance cover is provided

- a) if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, an aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- b) in the case of chronic psychiatric illnesses, even if these occur as episodes;
- c) if the medical referee appointed by EUROPÄISCHE (see § 3 section 3. c) does not confirm the incapacity to travel;
- d) in the case of medical interventions on donor organs and other aids.

§ 3 Obligations following occurrence of the insured event

1. The insured person will be under an obligation to cancel the trip without delay on the occurrence of the insured cause of cancellation in order to keep the cancellation charges to a minimum.
2. The insured person shall submit the following documents to EUROPÄISCHE:
 - a) proof of insurance, booking documents and bill for cancellation costs;
 - b) in the case of serious injury due to an accident, unexpected serious illness, pregnancy and immunisation, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate;
 - d) in the case of damage to property suitable verifications (e.g. police report);
 - e) in the case of loss of employment the notice of termination from the employer;
 - f) in the case of taking up employment the notification of deregistration from the Job Centre and a copy of the new employment contract as proof of the new employment;
 - g) in the case of cancellation of a holiday home, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hire item for further rental purposes.

3. At the request of EUROPÄISCHE, the insured person is also obliged to carry out or permit the following as proof of the insured event,
 - a) to submit a certificate of disability and as necessary a specialist medical report;
 - b) to grant EUROPÄISCHE the right to initiate an investigation into the issue of incapacity to travel on account of a serious accident or an unexpected serious illness in the form of a specialist medical report;
 - c) to undergo an examination carried out by a medical referee appointed by EUROPÄISCHE.
4. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 4 Excess

The excess to be paid by the insured person for each insured event shall be 20% of the benefit payment, but at least €25 per person.

§ 5 Value insured / Underinsurance

1. The sum insured per insured trip must correspond to the full agreed price of the trip (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) EUROPÄISCHE will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

B Curtailment Insurance

§ 1 Cover provided

EUROPÄISCHE will pay for the following, in each case up to the agreed sum insured for

- a) unscheduled curtailment of the trip;
- b) travel services not used;
- c) extended stay;
- d) interruption of the tour;
- e) natural events during the trip,

in so far as the insured event was not foreseeable when the trip was booked and on account of which it was unreasonable for the insured person to complete the scheduled trip.

§ 2 Insured events / Risk persons

1. Insured events are
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected serious illness;
 - d) breakage of a prosthesis and loosening of implanted joints;
 - e) loss or damage to property due to fire, explosion, storm, lightning strike, flooding, avalanche, volcano eruption, earthquake, landslide or criminal action by a third party, if the loss or damage is substantial or the presence of the insured person is necessary for loss assessment.
2. Risk persons are
 - a) the relatives of the insured person. These are the spouse or partner, or partner living in cohabitation, children, parents, adopted children, adoptive parents, step children, step parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law, and brothers and sisters-in-law of the insured person;
 - b) persons who are caring for under-age relatives or relatives needing care of the insured person, when these relatives are not travelling (carers);
 - c) Persons travelling on the trip and their relatives and carers, provided not more than four persons have booked the trip together. Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Unscheduled curtailment of the trip

EUROPÄISCHE will pay for the additional costs of the return trip corresponding to the type and standard booked, if the insured trip cannot be completed as scheduled on account of an insured event.

§ 4 Travel services not used

EUROPÄISCHE will pay the pro rata travel price for the travel services not used, less the return travel costs, if the trip was curtailed prematurely for an insured reason.

§ 5 Extended stay

1. If it is not possible to move the insured person or a risk person travelling with him/her due to a serious injury as a result of an accident or unexpected serious illness during the insured trip, and if he/she is therefore not able to complete the insured trip as scheduled, EUROPÄISCHE will pay the insured person the additional costs for accommodation
 - a) for a maximum of 30 days, if an accompanying risk person is undergoing hospital treatment or
 - b) up to € 750, if only out-patient treatment is given.
2. Where such costs are paid, the standards originally booked will be taken as the basis. The costs for hospitalisation will not be paid.

§ 6 Interrupted tour

EUROPÄISCHE will pay the travel costs to catch up with the tour group, if the insured person of the booked tour is temporarily unable to carry on the tour as a result of an insured event. EUROPÄISCHE will pay a maximum of the value of the travel services not yet used less the return travel costs.

§ 7 Natural events during the trip

EUROPÄISCHE will pay, in each case up to the amount of the agreed sum insured, the additional costs for the unscheduled return trip and the extended stay corresponding to the type and standard booked, if the insured person cannot reasonably complete the scheduled insured trip as a result of explosion, storm, lightning strike, flooding, avalanche, volcano eruption, earthquake or landslide at the holiday resort or the presence of the insured person is required at their place of residence on account of such an event.

§ 8 Exclusions

No insurance cover is provided

- a) if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, an aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- b) in the case of chronic psychiatric illnesses, even if these occur as episodes;
- c) in the case of medical interventions on donor organs and other aids.

§ 9 Obligations following occurrence of the insured event

1. The insured person shall submit the following documents to EUROPÄISCHE:
 - a) proof of insurance, booking documents and invoices;
 - b) in the case of serious injury due to accident, unexpected serious illness, and breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate;
 - d) in the case of damage to property or by natural events suitable verifications (e.g. police report).
2. At the request of EUROPÄISCHE, the insured person is obliged to provide verification and also grants EUROPÄISCHE the right to submit to an investigation into the issue of incapacity to travel on account of a serious accident or unexpected serious illness by a specialist's medical report.
3. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 10 Excess

The excess to be paid by the insured person for each insured event shall be 20% of the benefit payment, but at least €25 per person.

§ 11 Value insured / Underinsurance

1. The sum insured per insured trip must correspond to the full agreed price of the trip (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) EUROPÄISCHE will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

C Medical Travel Insurance

§ 1 Cover provided

1. In the event of serious illness, which occur in acute form on the insured trip, or in the event of accidents EUROPÄISCHE, will pay, up to the insured amount agreed, the costs of
 - a) medical treatment abroad;
 - b) medical transport;
 - c) repatriation of the deceased person in the event of death.
2. 'Abroad' is not deemed to include the Federal Republic of Germany and not the country in which the insured person has a permanent place of residence.

§ 2 Medical treatment abroad

1. EUROPÄISCHE will pay the costs of medical treatment required abroad, which is performed or ordered by doctors. This includes in particular the costs of
 - a) in-patient treatment in hospital including operations;
 - b) out-patient treatment;
 - c) drugs, medicines and bandages;
 - d) in the event of a premature birth abroad, the costs of treatment required abroad for the newborn child (in deviation from Article 1 General Terms and Conditions of Insurance) up to a figure of €50,000;
 - e) dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of €250 for each insured event;
 - f) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness on the insured trip up to the total of €250 for each insured event.
2. If medical return transport is required by the end of the insured trip because it is not possible to move the insured person, EUROPÄISCHE will pay the costs of medical treatment up until the day when it is possible to move the insured person, but for no longer than the maximum of 45 days from the occurrence of the insured event.

3. Hospital daily benefit

The insured person, if he/she requires medical treatment as an in-patient in a hospital while abroad, will have a choice of receiving a hospital daily benefit of €50 per day of in-patient treatment for a maximum of 30 days from the start of hospital treatment, instead of the reimbursement of costs for hospital treatment. The right to choose must be exercised immediately at the start of in-patient treatment and EUROPÄISCHE must be informed.

4. Telephone costs to make contact with the Emergency Call Centre of EUROPÄISCHE will be paid up to €25 per insured event.

§ 3 Medical transport / Repatriation

EUROPÄISCHE will pay the costs for

- medical transport to the hospital abroad and back to the accommodation at the holiday resort;
- medically reasonable evacuation of the insured person from abroad back to his/her place of residence or to the hospital nearest to his/her place of residence;
- burial abroad or repatriation of the deceased person to the place of burial in the event of death.

§ 4 Travel in Germany

The following insurance cover is provided for persons with a permanent place of residence in the Federal Republic of Germany for travel within the Federal Republic of Germany:

- In the event of the insured person requiring medical treatment as an in-patient in hospital at the holiday resort during the trip as a result of the occurrence of an acute illness or injury, EUROPÄISCHE will pay a hospital daily benefit of €50 per day for a maximum of 30 days from the start of hospital treatment.
- EUROPÄISCHE will pay the costs of medically reasonable evacuation of the insured person to the hospital nearest to the place of residence.

§ 5 Exclusions

The following are not insured

- Medical treatment which was the reason for going on the trip;
- Medical treatment and other measures ordered by a doctor where the insured person was aware when starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
- Deterioration of existing diseases, if they were foreseeable at the start of the trip;
- Purchase and repair of heart pacemakers, prostheses and aids to assist sight;
- Costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the consumption of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
- acupuncture, fango and massages;
- need for care or safe-keeping;
- psychoanalytical and psychotherapeutic treatment and hypnosis.

§ 6 Obligations following occurrence of an insured event

- The insured person will be under an obligation,
 - to make contact with the Emergency Call Centre of EUROPÄISCHE immediately before the start of in-patient treatment in a hospital and before medical evacuation is carried out;
 - to submit to EUROPÄISCHE the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of EUROPÄISCHE.
- If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 7 Excess

- The insured person will bear an excess for the costs of medical treatment abroad amounting to €100 for each insured event.
- The excess will not be applicable if the insured person
 - has already submitted the claim to another insurer for payment and this insurer is involved in the claims settlement or
 - has not yet reached the age of eighteen.

§ 8 Benefits under other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

D Medical Emergency Assistance

§ 1 Cover provided

EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre in the event of the insured person suffering any of the following medical emergencies during the trip.

§ 2 Illness/Accident

- Information about medical care
EUROPÄISCHE will, on request, provide information before and after the start of the trip on the options for care of the insured person by a doctor. Where possible, it will appoint an English-speaking or German-speaking doctor.
- Hospitalisation
Where the insured person is treated as an in-patient in a hospital, EUROPÄISCHE will provide the following services:

a) Care

Through a doctor appointed by EUROPÄISCHE, contact will be established with the hospital doctors giving treatment and, where required, with the insured person's doctor at home and will ensure information is passed between the doctors involved. EUROPÄISCHE will, on request, ensure that relatives of the insured person are informed.

b) Hospital visit

If hospitalisation looks likely to last for more than five days, EUROPÄISCHE will organise a trip for a person close to the insured person to the place of hospitalisation and from there back to his/her place of residence. EUROPÄISCHE will pay the costs of the means of transport.

c) Cost payment guarantee/Settlement

EUROPÄISCHE will give the hospital a guarantee to pay costs up to €15,000. In the name of and at the request of the insured person, it will settle with the bodies responsible for bearing the costs of treatment. Any sums paid by EUROPÄISCHE that are not borne by the responsible insurance companies must be paid back to EUROPÄISCHE by the insured person within one month of the account being rendered.

3. Medical evacuation

As soon as it is medically prudent and reasonable, EUROPÄISCHE will organise the return transport of the insured person to his/her place of residence or to a suitable hospital closest to his/her place of residence, by a medically appropriate means of transport (including air ambulance).

§ 3 Dispatch of medicines

- Where the insured person requires medicines, which have been lost on the trip, EUROPÄISCHE will organise procurement of replacement medicines and send them to the insured person and pay for their dispatch.
- The insured person must refund the cost of replacement medicines to EUROPÄISCHE within one month of the account being rendered.

§ 4 Death

If the insured person dies on the trip, EUROPÄISCHE will, at the request of the relatives, organise burial abroad or repatriation of the deceased person to the place of burial.

§ 5 Return transport for children

- If children under the age of 16 travelling on the trip can no longer be cared for because of death, accident or unexpected serious illness suffered by the insured person, EUROPÄISCHE will organise return travel to the place of residence.
- EUROPÄISCHE will pay for the additional costs arising over and above the cost of the return journey originally planned.

§ 6 Search, rescue and recovery costs

If the insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, EUROPÄISCHE will pay costs of up to €5,000.

§ 7 Obligations following occurrence of an insured event

- The insured person will be under an obligation to make contact with the Emergency Call Centre of EUROPÄISCHE immediately.
- If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 8 Compensation from other insurance policies

If an insured event occurs and compensation can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

E All-round Carefree Insurance

§ 1 Cover provided

EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre in the event of the insured person suffering any of the following emergencies during the trip.

§ 2 Loss of traveller's means of payment, travel documents and baggage

- Traveller's means of payment
If the insured person suffers financial distress due to theft, robbery or other loss of his/her traveller's means of payment, EUROPÄISCHE will establish contact with his/her bank.
 - Where necessary, EUROPÄISCHE will assist in transferring the sum made available by the insured person's bank.
 - If it is not possible to make contact with the insured person's bank within 24 hours, EUROPÄISCHE will provide the insured person with a loan of up to €1,500. This sum must be paid back to EUROPÄISCHE within one month of the end of the trip.
- Credit cards and EC cards
If credit cards or EC cards are lost, EUROPÄISCHE will assist the insured person in stopping payment on the cards. EUROPÄISCHE will not however be liable for the stoppage of payment being properly performed or for any pecuniary loss suffered in spite of the stoppage of payment.
- Travel documents
If travel documents are lost, EUROPÄISCHE will assist the insured person in obtaining replacements.

4. Baggage

If baggage is lost, EUROPÄISCHE will assist the insured person in finding the baggage

§ 3 Lateness, cancellation, missing a flight or any other booked means of travel

1. If a flight or any other booked means of travel is delayed or cancelled, or if the insured person misses such a booked form of travel, EUROPÄISCHE will help with rebooking.
2. EUROPÄISCHE will, if requested by the insured person, inform third parties of changes to the planned itinerary.

§ 4 Overbooking

If the insured person cannot start or continue the booked trip as planned due to overbooking of the means of transport, EUROPÄISCHE will help with rebooking.

§ 5 Unscheduled return journey

In the event of any unscheduled return journey as a result of an emergency, also due to an uninsured event, EUROPÄISCHE will help with rebooking.

§ 6 Personal message

If the insured person cannot be reached during the trip, EUROPÄISCHE will make arrangements for a personal message to be broadcast on the radio and will bear the costs for this.

§ 7 Information to third parties

In the event of changes to the itinerary or if the insured person experiences an immediate emergency, EUROPÄISCHE will endeavour to pass on information to relatives and the employer at the request of the insured person.

§ 8 Information and safety notices

At the request of the insured person, EUROPÄISCHE will provide information about a) the nearest diplomatic mission (address and telephone contact); b) travel warnings and safety notices from the Foreign Ministry of the Federal Republic of Germany.

§ 9 Prosecution

If the insured person is arrested or threatened with arrest, EUROPÄISCHE will assist in obtaining a lawyer and an interpreter. It will advance court costs, and the costs of lawyers and interpreters up to €2,500 and, where required, bail of up to €12,500. The insured person must repay to EUROPÄISCHE the sums paid out immediately after they are refunded and at the latest within three months.

§ 10 Psychological counselling

EUROPÄISCHE will pay for the initial cost of psychological counselling by telephone, if the insured person suffers acute mental trauma requiring psychological assistance while on a trip.

F Baggage Insurance

§ 1 Insured articles

The insured baggage means articles which are personal travel requisites, as well as sports equipment, presents, and souvenirs of the trip.

§ 2 Cover provided

1. Accompanied baggage
EUROPÄISCHE will pay if accompanied baggage is lost or damaged during the trip as a result of
 - a) criminal action by a third party;
 - b) accidents sustained by the means of transport;
 - c) fire, explosion, storm, lightning strike, flooding, avalanche, volcano eruption, earthquake and landslide
2. Unaccompanied baggage
EUROPÄISCHE will pay if unaccompanied baggage is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.
3. Baggage in a parked motor vehicle
EUROPÄISCHE will pay if baggage is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle with a lock, if
 - a) the motor vehicle and the containers are locked and
 - b) the loss is sustained between the hours of 6 a.m. and 10 p.m., if the vehicle is driven away again before 10 p.m. on the date of the loss. However, breaks in journeys lasting no more than two hours are covered at all times.

§ 3 Level of benefit

If an insured event occurs, EUROPÄISCHE will make payment up to the sum insured

- a) for articles lost or destroyed, this benefit will be the current value. The current value is the sum generally required to purchase new items of the same kind and quality, less an amount representing the condition of the articles insured (age, wear, usage, etc.);
- b) for articles damaged, this benefit will be the necessary cost of repair and, where appropriate, an amount for permanent loss of value, but not more than the current value;
- c) for films, video, audio and data media this benefit will be the material value;
- d) for identity documents and visas, the official charges for obtaining new documents.

§ 4 Exclusions and restrictions

1. The following are not insured
 - a) spectacles, contact lenses, hearing aids and prostheses;
 - b) money, securities, tickets and documents of any type with the exception of official identity documents and visas;
 - c) consequential pecuniary loss.
2. Restrictions on insurance cover
 - a) as unaccompanied baggage, video and photographic equipment, including the relevant accessories, and jewellery, are not insured. As accompanied baggage, these items are covered up to 50 % of the insured sum. Items of jewellery are only covered if they are locked in a fixed, closed container (e.g. safe) or are carried around securely with the insured person;
 - b) IT equipment and software including the relevant accessories are insured up to €500;
 - c) Sports equipment including accessories are in each case insured up to €500. They are not insured if they are being used in accordance with the normal rules and procedures;
 - d) presents and souvenirs are insured up to 10 % of the insured sum;
 - e) insurance cover for damage to baggage while using a tent and camping is only covered at officially organised camping sites.

§ 5 Excess

1. The insured person will bear an excess. This amounts to €100 for each insured event.
2. The excess will not be applicable if
 - a) the loss or damage to the baggage occurred while it was being checked in by an airline or
 - b) the insured person has submitted the claim previously to another insurer for reimbursement and this insurance company is involved in the settlement of a claim.

§ 6 Obligations following occurrence of an insured event

1. The insured person is under an obligation to report loss or damage caused by criminal action without delay to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the items lost, and to have the fact of loss or damage confirmed. EUROPÄISCHE must be supplied with a confirming certificate.
2. Damage to unaccompanied baggage must be reported without delay to the transport company or the company providing accommodation. Where loss or damage is not apparent from the outside, the transport company must be requested, after the discovery, without delay, to provide a written certificate relating to it within the prevailing deadlines for claiming, but not more than within seven days of handing out the item of baggage. EUROPÄISCHE must be supplied with appropriate certificates confirming this.
3. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 7 Special reasons for lapse of cover

EUROPÄISCHE will be released from its liability to make payment if the insured person has caused the insured event wilfully or by gross negligence or, prompted by the insured event, has deliberately given false information, particularly in reporting the loss or damage in the claims notification, even when this does not cause any loss or damage to EUROPÄISCHE.

§ 8 Benefit from other insurance policies

If an insured event occurs and compensation can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

G Cover for Delay

§ 1 Cover provided

EUROPÄISCHE will pay for the costs which the insured person incurs through

- a) delayed start of trip
- b) delays in means of public transport
- c) delayed collection of baggage.

§ 2 Delayed start of trip

1. EUROPÄISCHE will pay the additional costs of the outward journey, if the insured person or a risk person is affected by one of the events listed below and is therefore delayed in starting the insured trip, if the occurrence of the event could not be foreseen when the insured trip was booked. The additional costs will be paid corresponding to the type and standard originally booked up to €1,500.
2. Insured events are as follows
 - a) death of a risk person;
 - b) serious injury as a result of an accident;
 - c) unexpected serious illness;
 - d) pregnancy;
 - e) immunisation intolerance;
 - f) breakage of prostheses and loosening of implanted joints;
 - g) damage to property through fire, explosion, storm, lightning strike, flooding, avalanche, volcano eruption, earthquake, landslide or criminal act by a third party, if the damage is substantial or the presence of the insured person is necessary for loss assessment.

3. Risk persons are

- a) the relatives of the insured person. These are the spouse or partner, or partner living in cohabitation, children, parents, adopted children, adoptive parents, step children, step parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law, and brothers and sisters-in-law of the insured person;
- b) persons who are caring for under-age relatives or relatives needing care of the insured person, when these relatives are not travelling (carers);
- c) persons travelling on the trip and their relatives and carers, provided not more than four persons have booked the trip together. Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Delays in public transport

1. EUROPÄISCHE will pay the verified costs for necessary and reasonable expenses (subsistence and accommodation) up to €150 for each insured event, if the onward journey of the insured person is delayed by more than four hours as a result of a delay in public transport.
2. Public transport under these terms and conditions of insurance relates to all aircraft, land vehicles or water craft licensed for public transport of persons. Hire cars, taxis and means of transport used for sightseeing tours / sightseeing trips by air are not deemed to be public transport.

§ 4 Delayed collection of baggage

EUROPÄISCHE will pay the verified expenses for replacement purchases necessary to continue the journey up to €250 for each insured event, if unaccompanied baggage fails to reach the destination on the same day as the insured person due to delayed transportation.

§ 5 Obligations following occurrence of an insured event

1. The insured person will be under an obligation to have the delay in the baggage or the means of public transport confirmed by the transport company. EUROPÄISCHE must be supplied with a confirming certificate.
2. In the event of the delayed start to a trip, the insured person must submit the following documents to EUROPÄISCHE:
 - a) proof of insurance and booking documents;
 - b) in the case of serious injury due to an accident, unexpected serious illness, pregnancy and immunisation intolerance, and breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate;
 - d) in the case of damage to property suitable verifications (e.g. police report).
3. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 6 Benefits under other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

H Travel Accident Insurance

§ 1 Cover provided

1. EUROPÄISCHE will provide the following insurance benefits in the event of accidents on the insured trip which lead to death or permanent disablement of the insured person.
2. An accident occurs if
 - a) the insured person involuntarily sustains injury to their health by virtue of a sudden event acting on their body from outside;
 - b) a joint is twisted or sprained, or muscles, tendons, ligaments or joint capsules are strained or torn as a result of increased exertion;
 - c) the insured person suffers injury to his / her health as a result of defending himself/herself in accordance with the law or in the course of efforts to rescue human life or property.

§ 2 Death of the insured person

1. If the accident leads to the death of the insured person within a year, EUROPÄISCHE will pay to the heirs (beneficiaries) the sum insured as agreed in the insurance certificate.
2. The right to receive the insured sum is irrevocable.

§ 3 Permanent disablement of the insured person

1. If the accident leads to permanent impairment of the insured person's physical or mental capabilities (disablement), a claim can be made on the sum insured for disablement.

The disablement must occur within one year of the accident and must be medically confirmed and a claim must be submitted at the latest prior to the expiry of a further period of three months.
2. The amount of benefit paid will depend on the degree of disablement.
 - a) The following benefits for fixed degrees of disablement, with no option of proving a higher or lower degree of disablement, will be paid for complete loss or complete inability to function
 - of an arm 70 percent
 - of an arm above the elbow joint 65 percent
 - of an arm below the elbow joint 60 percent

of a hand	55 percent
of a thumb	20 percent
of an index finger	10 percent
of some other finger	5 percent
of a leg above the centre of the femur	70 percent
of a leg below the centre of the femur	60 percent
of a leg up to a point below the knee	50 percent
of a leg up to the centre of the tibia	45 percent
of a foot	40 percent
of a big toe	5 percent
of some other toe	2 percent
of an eye	50 percent
of the hearing in one ear	30 percent
of the sense of smell	10 percent
of the sense of taste	5 percent

- b) In the event of partial loss or impairment of function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in a) will be assumed.
 - c) If the accident affects parts of the body or organs of sense whose loss or inability to function is not dealt with in a) or b), the governing factor in this case will be how far normal physical or mental capabilities are impaired, solely from the medical point of view.
 - d) If the accident impairs a number of physical or mental functions, the degrees of disablement given in section (2.) will be added together. However, sums of more than 100% will not be accepted.
3. If the accident affects a physical or mental function, which was already permanently impaired beforehand, a deduction will be made equal in amount to this prior disablement. The prior disablement should be assessed under section (2.).
 4. If death occurs as a result of the accident within one year of the accident, no claim may be made for a disablement payment.
 5. If the insured person dies for a reason unconnected with the accident within one year of the accident or, for whatever reason, more than one year after the accident, and if a claim to a disablement payment had arisen under section (1.), then payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination carried out.

§ 4 Restrictions on insurance cover

1. The following are not covered
 - a) accidents caused by mental disorders or unconsciousness – also if these are due to drunkenness – strokes, fits which affect the entire body, and pathological disturbances caused by mental reactions;
 - b) accidents whose cause is associated with the operation of an aircraft. Cover is, however, still provided as a passenger of an airline;
 - c) damage to health caused by medical procedures, radiation and infections, except where these ensue from an accident;
 - d) accidents originating from the exercise of extreme sports (including in particular rafting, free-climbing, canyoning, abseiling, caving and potholing, mountain climbing, hang-gliding, paragliding, and parachuting), during participation in boxing or wrestling bouts, martial arts competitions, horse racing or cycle racing, and as a driver, passenger or occupant of a motor vehicle at race events, including the associated practice drives where attaining top speeds is the aim;
 - e) accidents where something happens to the insured person in the process of their intentionally committing or attempting to carry out a criminal act.

§ 5 Obligations following occurrence of an insured event

1. The insured person is under an obligation
 - a) to have himself/herself examined by doctors appointed by EUROPÄISCHE. EUROPÄISCHE will pay the necessary costs thereby incurred;
 - b) to authorise doctors providing treatment or giving expert opinions, other insurers, and authorities to supply any information that may be required to EUROPÄISCHE and the doctors appointed by it.
2. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 6 Payment of the insurance benefit in the event of permanent disablement

1. Prior to completion of the therapy, a disablement payment cannot be claimed within one year of the occurrence of the accident.
2. As soon as EUROPÄISCHE receives the documents, which have to be supplied on completion of the therapy that must take place before the disablement can be assessed, it will be under an obligation to state within three months whether, and if so at what sum, it accepts a claim.
3. If EUROPÄISCHE accepts the claim, the insurance benefit must be paid within two weeks.
4. The insured person and EUROPÄISCHE shall be entitled to have the degree of disablement re-assessed medically each year for a maximum of three years from the occurrence of the accident. The wish to exercise this right must be expressed by EUROPÄISCHE in the statement referred to in section (2.) and by the insured person within one month of receiving this statement. If the final assessment shows that the disablement benefit should be higher than that already paid by EUROPÄISCHE, 5% annual interest will be paid on the additional amount.

I Air Accident Insurance

§ 1 Cover provided

Cover is provided only for those accidents, which the insured person suffers as a passenger of an airline where the cause is related to the operation of the aircraft.

§ 2 Applicability of the Terms and Conditions of Travel Accident Insurance

The Terms and Conditions of the Travel Accident Insurance (Section H) also apply.

J Personal Liability Insurance for Travel

§ 1 Cover provided

EUROPÄISCHE will provide the insured person with cover against personal liability risks occurring on the insured trip. Cover is provided, if, due to an insured event which results in death, injury or damage to the health of persons (bodily injury) or in damage or destruction of property (material damage), a claim is made against the insured person under statutory liability provisions in private law.

§ 2 Scope of cover

1. EUROPÄISCHE's liability comprises checking the question of personal liability, contesting unjustified claims and providing indemnity for the damages which the insured person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by EUROPÄISCHE, under a settlement concluded or approved by it, or under a judicial decision.
2. If there is a legal action against the insured person in respect of an insured event relating to a personal liability claim with the claimant or his/her heirs or assignees, EUROPÄISCHE will conduct the legal action at its expense in the name of the insured person. The expenses of EUROPÄISCHE for these costs will not be ascribed as benefits to the insured sum. This does not apply in the case of claims for insured events asserted before courts in the USA/Canada; in such cases the expenses for EUROPÄISCHE to cover the costs of legal action will be set against the insured sum.
3. If the liability claims exceed the insured sum, EUROPÄISCHE will bear the costs of the litigation only in the proportion of the insured sum to the total amount of the claims, and also if it relates to several legal actions arising out of a single insured event.
4. If an insured event occurs which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings EUROPÄISCHE wishes to appoint defence counsel for the insured person or approves such appointment, EUROPÄISCHE will pay the costs of this counsel.
5. If the insured person has to provide a surety for a pension owed as a result of an insured event or if the insured person is obliged to make a surety payment or deposit to avert enforcement of a court decision, EUROPÄISCHE is obliged to pay a surety or deposit on his/her behalf.
6. If EUROPÄISCHE wishes to settle a personal liability claim by accepting liability or making an out-of-court or other settlement and cannot do so due to resistance by the insured person, EUROPÄISCHE shall not be liable to make payment for the additional expenditure incurred as from the date of refusal in respect of the main sum, interest and costs.
7. The above benefits provided by EUROPÄISCHE shall be limited to a maximum per insured trip equal to the sums insured quoted in the insurance certificate.

§ 3 Restrictions on insurance cover

1. EUROPÄISCHE will not be liable if the insured person has wilfully and unlawfully caused the event for which they bear responsibility towards the third party.
2. The cover does not extend to personal liability
 - a) for claims if they go beyond the scope of the statutory personal liability of the insured person as a result of a contract or special consents;
 - b) for claims relating to salary, pension, wage or other defined amounts, subsistence, medical treatment in the case of incapacity and welfare claims;
 - c) the insured persons among themselves and their accompanying relatives;
 - d) resulting from transmission of an illness or disease by the insured person;
 - e) for risks that are directly connected with employment activity, e.g. risks of a business, trade or profession, service, official position (also honorary position), a responsible activity in all types of association or an unusual or hazardous activity;
 - f) as a keeper of animals;
 - g) as owner, possessor, keeper or driver of a motor vehicle, aircraft or motorised water craft for loss or damage caused by the use of the motor vehicle, aircraft or motorised water craft;
 - h) for hunting and for loss or damage resulting from participation in horse racing, cycle racing or racing with motorised vehicles, boxing or wrestling bouts and preparations for such events;
 - i) for loss of or damage to articles belonging to third parties which the insured person has hired or borrowed or obtained as a result of unlawful interference with the possessions of another or which are the subject of a safe-custody agreement. Cover does, however, extend to personal liability for damage to rented hotel rooms and holiday dwellings but not to the furniture and fittings included in the rental;
 - j) for claims in respect of performance of contracts, post-performance, arising from self-repair, rescission, price reduction, or for damages instead of performance; for replacement of purely pecuniary loss on account of delay in payment or on account of other compensation payments occurring instead of fulfilment. This is also applicable in cases of statutory claims.

§ 4 Excess

The excess to be paid by the insured person for each insured event shall be € 150 for each insured event.

§ 5 Obligations and procedure following occurrence of the insured event

1. Insured event means an event which might result in personal liability claims against the insured person for loss or damage.
2. The occurrence of any insured event must be reported in writing without delay. If a preliminary investigation is instituted or a summons or order to pay is issued, the insured person must notify EUROPÄISCHE of this without delay, even if he/she has already reported the insured event itself. If the aggrieved party makes his/her claim against the insured person, the latter must report this within one week of the claim being made. If a judicial claim is made against the insured person, or legal aid is requested, or if he/she is given third-party notice by the court, he/she must also report this fact without delay. The same applies in the case of attachments, interlocutory injunctions and proceedings to preserve testimony.
3. The insured person is under an obligation, while following the directions of EUROPÄISCHE, to do everything in his/her power to avoid and reduce the claim and to do anything which may help to clarify the circumstances of the claim, provided this does not involve doing anything unfair. The insured person must assist EUROPÄISCHE in avoiding the claim and in investigating and settling it, must provide EUROPÄISCHE with detailed and true reports on the claim, must notify EUROPÄISCHE of all the facts which have a bearing on the claim, and must send EUROPÄISCHE all the documents which, in the view of EUROPÄISCHE, are material to the assessment of the claim.
4. If the personal liability claim results in legal action, the insured person must allow EUROPÄISCHE to conduct the case, must grant power of attorney to the lawyer retained or nominated by EUROPÄISCHE and must provide all the explanations deemed necessary by the lawyer or by EUROPÄISCHE. The insured person must lodge opposition or avail himself/herself of the appropriate rights of appeal in good time against orders to pay or other orders for damages issued by civil administrative authorities, without waiting for instructions from EUROPÄISCHE.
5. Without the prior consent of EUROPÄISCHE, the insured person is not entitled to accept or pay a personal liability claim in full or in part or by way of amicable settlement. Contravention of this requirement will release EUROPÄISCHE from its liability to make payment unless, in the circumstances, the insured person could not have refused to accept or pay without being manifestly unreasonable.
6. If due to altered circumstances the insured person acquires the right to ask for a pension payable to be stopped or reduced, the insured person must have this right exercised by EUROPÄISCHE in his/her name. The provisions of sections (3.) to (5.) above will apply as appropriate.
7. EUROPÄISCHE is deemed to have authority to make, in the name of the insured person, any declarations which it feels may be helpful in settling or avoiding the claim.
8. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 6 Benefits under other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

K Car Travel Cover

§ 1 Cover provided

1. EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre and will make payment if the motor vehicle used by the insured person on the trip sustains a breakdown or an accident.
2. Cover will only be provided on vehicles, which are not more than 6 years old (from the date of first registration).

§ 2 Roadside assistance

If it is impossible to continue the journey in the car, EUROPÄISCHE will arrange for the car to be restored to a roadworthy state at the scene by a breakdown assistance vehicle or will arrange for the car to be towed to the nearest repair centre. EUROPÄISCHE will pay costs of up to €300 for this purpose.

§ 3 Dispatch of spares

If spares for restoring the vehicle to a roadworthy state cannot be obtained locally, EUROPÄISCHE will organise procurement by the quickest possible means and pay for the shipping costs.

§ 4 Movement of a vehicle after breakdown or accident

If the vehicle cannot be made roadworthy at the scene or at a point close to it within three days, EUROPÄISCHE will arrange for it to be moved to a suitable repair centre or to the place of residence of the insured person and pay the costs for this.

§ 5 Scrapping of the vehicle

If the vehicle has to be scrapped after an accident, EUROPÄISCHE will arrange for scrapping the vehicle and will pay the costs of such action.

§ 6 Clearance of vehicle through customs

If the vehicle has to be cleared through customs after an accident or theft abroad, EUROPÄISCHE will assist with customs clearance. It will pay the procedural charges but not the customs duty or taxes.

§ 7 Payment of additional travel costs

If the trip cannot continue as planned due to breakdown, accident or theft of the vehicle, EUROPÄISCHE will pay additional hire-car, overnight accommodation and travel costs of up to a total of €2,500

§ 8 Special grounds for lapse of cover

EUROPÄISCHE is released from its liability to make payment if the insured person or the authorised driver caused the insured event by gross negligence or was not in possession of the requisite driving licence.

§ 9 Obligations following occurrence of an insured event

1. The insured person must contact the Emergency Call Centre immediately after the occurrence of an insured event.
2. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 10 Benefit from other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, this liability to make payment shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.

L Car-on-Rail Ferry Insurance

§ 1 Cover provided

EUROPÄISCHE will make payment for damage to and loss of motor vehicles, trailers, caravans and boats (insured vehicles) on car-on-rail services and on ferries.

§ 2 Level of benefit

If an insured event occurs, EUROPÄISCHE will make payment up to a sum equal to the sum insured

- a) if an insured vehicle or parts of an insured vehicle are lost, the replacement value. Replacement value means the purchase price which has to be paid for an equivalent used vehicle or for equivalent parts;
- b) if an insured vehicle is damaged, the costs of repair, but not more than the replacement value of the vehicle.

§ 3 Exclusions

The following are not insured

- a) loss or damage incurred while loading or unloading insured vehicles;
- b) articles left in insured vehicles (e.g. baggage);
- c) consequential pecuniary loss.

§ 4 Excess

In the event of damage to an insured vehicle on a ferry, the insured person will bear an excess of €150 for each insured event.

§ 5 Obligations following occurrence of the insured event

1. Loss or damage must be reported without delay to the transport company. EUROPÄISCHE must be supplied with an appropriate certificate.
2. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

M Rail Travel Service Insurance

§ 1 Cover provided

EUROPÄISCHE will provide 24-hour assistance services through its Emergency Call Centre in the event of the insured person suffering any of the following medical emergencies during the rail trip.

§ 2 Illness / Accident

1. Information about medical care
EUROPÄISCHE will, on request, provide information before and after the start of the trip on the options for care of the insured person by a doctor. Where possible, it will appoint an English-speaking or German-speaking doctor.
2. Hospitalisation
Where the insured person is treated as an in-patient in a hospital, EUROPÄISCHE will provide the following services:
 - a) Care
Through a doctor appointed by EUROPÄISCHE, contact will be established with the hospital doctors giving treatment and, where required, with the insured person's doctor at home and will ensure information is passed between the doctors involved. EUROPÄISCHE will, on request, ensure that relatives of the insured person are informed.
 - b) Hospital visit
If hospitalisation looks likely to last for more than five days, EUROPÄISCHE will organise a trip for a person close to the insured person to the place of hospitalisation and from there back to his/her place of residence. EUROPÄISCHE will pay the costs of the means of transport.

c) Cost payment guarantee / Settlement

EUROPÄISCHE will give the hospital a guarantee to pay costs up to €15,000. In the name of and at the request of the insured person, it will settle invoices with the bodies responsible for bearing the costs of treatment. Any sums paid by EUROPÄISCHE that are not borne by the responsible insurance companies must be paid back to EUROPÄISCHE by the insured person within one month of the account being rendered.

3. Medical evacuation

As soon as it is medically prudent and reasonable, EUROPÄISCHE will organise the return transport of the insured person to his/her place or residence or to a suitable hospital closest to his/her place of residence, by a medically appropriate means of transport (including air ambulance) and pay the costs for such transport up to €5,000.

§ 3 Death

If the insured person dies on the trip, EUROPÄISCHE will, at the request of the relatives, organise burial abroad or repatriation of the deceased person to the place of burial.

§ 4 Return transport for children

1. If children under the age of 16 travelling on the trip can no longer be cared for because of death, accident or unexpected serious illness suffered by the insured person, EUROPÄISCHE will organise return travel to the place of residence.
2. EUROPÄISCHE will pay for the additional costs arising over and above the cost of the journey originally planned.

§ 5 Search, rescue and recovery costs

If the insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, EUROPÄISCHE will pay costs of up to €5,000.

§ 6 Unscheduled curtailment of the rail trip

EUROPÄISCHE will pay for the additional costs of the return trip corresponding to the type and standard booked up to the sum of €1,000, if the curtailment is the result of a serious accident or unexpected serious illness and if he/she is therefore not able to complete the insured rail trip as scheduled.

§ 7 Cancellation or lateness of a train

If the insured person misses a scheduled connection or some other means of public transport due to the cancellation or lateness of a train so that it is not possible or reasonable for him/her to continue his/her journey on the same day to his/her original schedule, then

- a) EUROPÄISCHE will, on request, arrange for a hotel room and will pay the transfer charges and the cost of overnight accommodation up to a figure of €200;
- b) alternatively, EUROPÄISCHE will pay the costs of alternative transport (e.g. by taxi) up to a figure of €200;
- c) EUROPÄISCHE will, on request, inform third parties (e.g. relatives, business associates or a hotel) of the problems that have arisen during the journey.

§ 8 Loss of travellers' means of payment, travel documents and baggage

1. Traveller's means of payment
If the insured person suffers financial distress due to theft, robbery or other loss of his/her traveller's means of payment, EUROPÄISCHE will establish contact with his/her bank.
 - a) Where necessary, EUROPÄISCHE will assist in transferring the sum made available by the insured person's bank.
 - b) If it is not possible to make contact with the insured person's bank within 24 hours, EUROPÄISCHE will provide the insured person with a loan of up to €500. This sum must be paid back to EUROPÄISCHE within one month of the end of the trip.
2. Credit cards and EC cards
If credit cards or EC cards are lost, EUROPÄISCHE will assist the insured person in stopping payment on the cards. EUROPÄISCHE will not however be liable for the stoppage of payment being properly performed or for any pecuniary loss suffered in spite of the stoppage of payment.
3. Travel documents
If travel documents are lost, EUROPÄISCHE will assist the insured person in obtaining replacements. If the BahnCard rail card is lost, EUROPÄISCHE will pay the costs for issuing a replacement card.
4. Baggage
If baggage is lost, EUROPÄISCHE will assist the insured person in finding the baggage

§ 9 Bicycle insurance

1. If a trip cannot be continued because of breakdown of or accident to the bicycle being used by the insured person on the trip, EUROPÄISCHE will pay repair costs of up to €75 for each insured event to make the bicycle road-worthy again. If a repair is not possible on the spot, EUROPÄISCHE will pay the additional costs of travel, up to €75 per insured event, to the point of departure or destination of that day's leg of the trip. Flat tyres are not covered.
2. If a trip cannot be continued as planned because of the theft of the bicycle being used by the insured person on the trip, EUROPÄISCHE will pay the additional costs of travel, of up to €250 per insured event, to the place of residence of the insured person or destination of that day's leg of the trip.

§ 10 Obligations following occurrence of the insured event

1. The insured person must contact the Emergency Call Centre immediately after the occurrence of an insured event.
2. If the train trip is subject to unscheduled curtailment, the insured person must submit the following documents to EUROPÄISCHE:

- a) proof of insurance and booking documents;
 - b) in the case of psychiatric illness proof in the form of a psychiatrist's certificate.
3. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

N DB Saver Insurance (Sparpreis)

§ 1 Cover provided

1. EUROPÄISCHE will pay
 - a) the contractually agreed cancellation fees or the price of the DB Sparpreis saver ticket;
 - b) the additional costs of the return trip by rail in the class originally booked.
2. A condition for this is that
 - a) the insured person or a risk person is affected by an insured event,
 - b) the occurrence of the event could not be foreseen when the insured trip was booked,
 - c) the rail trip was not started on account of this event and
 - d) it was not reasonable to expect the insured person or risk person to undertake the scheduled trip.

§ 2 Insured events/Risk persons

1. Insured events are
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected serious illness.
2. Risk persons are
 - a) the relatives of the insured person. These are the spouse or partner, or partner living in cohabitation, children, parents, adopted children, adoptive parents, step children, step parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law, and brothers and sisters-in-law of the insured person;
 - b) persons who are caring for under-age relatives or relatives needing care of the insured person, when these relatives are not travelling (carers);
 - c) accompanying persons named on the DB Sparpreis saver ticket and their relatives and carers.

§ 3 Obligations following occurrence of the insured event

1. After the insured event has occurred, the insured person must submit the DB Sparpreis saver ticket to Deutsche Bahn without delay, in order to keep costs as low as possible.
2. The insured person must submit the following documents to EUROPÄISCHE:
 - a) proof of insurance and booking documents;
 - b) in the case of serious injury due to an accident and unexpected serious illness a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate.
3. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 4 Excess

The excess to be paid by the insured person for each insured event shall be 20% of the benefit payment, but at least € 15 per person.

O Medical Insurance for Foreign Visitors (Incoming)

Definition of terms

1. Host country
Host country is deemed to refer to all states in the European Union, and Iceland, Liechtenstein, Norway and Switzerland. The country in which the insured person has the permanent place of residence is not deemed to be the host country.
2. Insured stay
Cover is provided for the temporary stay of the insured person in host countries.

§ 1 Cover provided

In the event of serious illnesses, which occur in acute form on the insured trip, or in the event of accidents, EUROPÄISCHE will pay, up to the insured amount agreed, the costs of necessary medical treatment carried out or ordered by doctors in the host country. This includes in particular the costs of:

- a) medical treatment in the host country;
- b) medical transport;
- c) repatriation of the deceased person in the event of death.

§ 2 Medical treatment in the host country

1. EUROPÄISCHE will pay the costs of necessary medical treatment carried out or ordered by doctors in the host country. This includes in particular the costs of:
 - a) in-patient treatment in hospital including operations;
 - b) out-patient treatment;
 - c) drugs, medicines and bandages;

- d) in the event of complications in pregnancy, termination of pregnancy on medical grounds, and miscarriages and premature births up to and including the 32nd week of pregnancy, the costs of medical treatment;
 - e) in the event of a premature birth up to and including the 32nd week of pregnancy in the host country (in deviation from Article 1 General Terms and Conditions of Insurance), the costs of necessary treatment for the newborn child required in the host country up to a figure of € 25,000;
 - f) dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of € 250 for each insured event;
 - g) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness during the insured stay up to a total of € 250 for each insured event.
2. The costs of medical treatment in Germany are paid in the amount of the fee rates as defined in the Physician's Fees Schedule (Gebührenordnung für Ärzte, GOÄ). Fee agreements are not recognised by EUROPÄISCHE.
 3. If medical return transport to the place of residence in the home country of the insured person is required by the end of the insured trip because it is not possible to move the insured person on the basis of medical confirmation, EUROPÄISCHE will pay the costs of medical treatment up until the day when it is possible to move the insured person, but for no longer than the maximum of 45 days from the occurrence of the insured event.

§ 3 Medical transport/Repatriation

EUROPÄISCHE will pay the costs for

- a) medical transport to the hospital in the host country;
- b) medically reasonable evacuation of the insured person from the host country back to his/her place of residence or to the hospital nearest to this place of residence;
- c) burial in the host country or repatriation of the deceased person to the place of burial in the event of death.

§ 4 Exclusions and restrictions

1. The following are not insured
 - a) medical treatment which was the reason for the stay in the host country;
 - b) medical treatment and other measures ordered by a doctor where the insured person was aware when starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
 - c) medical treatment of diseases which already existed and were known at the start of the trip, and deterioration of existing diseases, if they were foreseeable at the start of the trip;
 - d) purchase and repair of heart pacemakers, prostheses and aids to assist sight;
 - e) costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the consumption of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
 - f) rest-cure, sanatorium or wellness treatments, as well as acupuncture, fango, and massages;
 - g) need for long-term care or safe-keeping;
 - h) psychoanalytical and psychotherapeutic treatment, as well as hypnosis;
 - i) optional benefits, e.g. single room or treatment by a chief physician;
 - j) treatments by spouses, parents or children. Verified non-personnel costs will be paid in accordance with the schedule of charges;
 - k) treatment as a result of attempted suicide and its consequences, including medical evacuation and repatriation due to death resulting from suicide;
 - l) the costs of routine examinations during pregnancy and after the 32nd week of pregnancy, the costs of medical treatment of complications in pregnancy, termination of pregnancy on medical grounds, and giving birth and the consequences. Termination of pregnancy on non-medical grounds is not covered at any time.
2. If a treatment or other measure for which benefits have been agreed exceeds the level necessary on medical grounds, or if an unreasonably high fee is invoiced for a treatment necessary on medical grounds or some other measure, EUROPÄISCHE is entitled to reduce its payment to a reasonable amount.

§ 5 Obligations following occurrence of an insured event

1. The insured person will be under an obligation
 - a) to make contact with the Emergency Call Centre of EUROPÄISCHE immediately before the start of in-patient treatment and before medical evacuation is carried out;
 - b) to submit to EUROPÄISCHE the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of EUROPÄISCHE.
2. If any of the above obligations is not met, EUROPÄISCHE will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence EUROPÄISCHE will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether EUROPÄISCHE has an obligation to pay the claim and if so, the level of payment to be made.

§ 6 Excess

The insured person will bear an excess for the costs of medical treatment amounting to € 100 for each insured event.

§ 7 Benefits under other insurance policies

If an insured event occurs and benefit can be claimed under other insurance policies, this liability shall take precedence. If the insured person reports the insured event to EUROPÄISCHE, the latter will perform first.