

**Insurance terms for travel health insurance
VB-KV 2014 (RK 365) STAY-D**

<p>1. Conclusion, inception and term of the insurance contract and coverage</p> <p>1.1 Conclusion and inception of the insurance contract</p> <p>1.1.1 The contract becomes effective on payment of the premium, to the extent that the payment contains clear and full details regarding the contract inception, the product selected by you as well as the persons to be insured.</p> <p>1.1.2 The insurance contract must be agreed before the trip for its entire term.</p> <p>1.1.3 If the above-mentioned terms are not observed, no contract is concluded even if the premium is paid. In such a case, the payer is entitled to the paid amount.</p> <p>1.2 Beginning of coverage</p> <p>Coverage starts at the earliest on commencement of the insured trip to the extent that the premium was paid before the beginning of the trip. The trip is deemed to commence with the border crossing.</p> <p>1.3 End of the insurance contract and coverage</p> <p>1.3.1 The insurance contract ends after the agreed term. Coverage, including for not yet concluded insured events, also ends after the agreed term, however at the latest at the end of the insured trip, with the border crossing back into the home country.</p> <p>1.3.2 The insurance contract and coverage also end if the conditions for a temporary stay abroad are no longer met, because the insured person has decided to stay abroad permanently or because the insured person returns to their home country permanently.</p> <p>1.3.3 Coverage is extended past the agreed date if the planned end date of the trip is postponed for reasons that are not the insured person's responsibility.</p> <p>2. Scope</p> <p>2.1 Coverage applies to trips abroad for the agreed local scope. The state territory of the Federal Republic of Germany and the state territory in which your residence is located on contract conclusion are not deemed to be abroad.</p> <p>2.2 To the extent that the agreed scope has geographical boundaries (e.g. for tariffs without the scope USA and Canada), this restriction does not apply under the following conditions:</p> <ul style="list-style-type: none"> - In the case of transit stops, for the duration of the transit. - In the case of insurance contracts with a term of at least 7 months, for stays of up to 14 days. <p>2.3 Coverage also applies if the insured person temporarily returns to their home country. Coverage in the home country is limited to at most 3 weeks for a contract term of at least 7 months. In the case of a contract term of at least 12 months, coverage in the home country is limited to a maximum of six weeks for all stays in the home country per insured year (see Item 5.3). If the insurance company requests this, the policyholder shall provide evidence for the commencement and end date of each trip to the home country during the contract term if benefits become payable.</p> <p>3. Insured persons and family tariffs</p> <p>3.1 Insured persons</p> <p>The persons named in the insurance certificate or the group of persons specified in the insurance certificate are covered, to the extent that the insurance premium was paid.</p> <p>3.2 Families</p> <p>If family insurance is agreed, a family includes a maximum of two adults and at least one travelling child up to their 21st year of age (independent of the degree of kinship) - up to a maximum of seven persons.</p>	<p>4. Payment of premiums</p> <p>4.1 Payment of the first or non-recurring premium</p> <p>4.1.1 The first or non-recurring premium becomes due on contract inception.</p> <p>4.1.2 If you fail to pay the premium in time, and only pay it at a later point, coverage only starts at this point, to the extent that you have been informed of this legal consequence in a separate, written notification or in a demonstrative notice on the insurance certificate. This does not apply if you can demonstrate that you are not responsible for the non-payment.</p> <p>4.1.3 If you fail to pay the first or non-recurring premium in time, we may withdraw from the contract for the duration of the premium not being paid. We cannot withdraw if you are not responsible for the non-payment.</p> <p>4.2 Payment of subsequent premiums (to the extent that instalments have been agreed for payment of the premium)</p> <p>4.2.1 If the subsequent premium is not paid in time, we shall send you a payment request and set a payment period of 2 weeks.</p> <p>4.2.2 If an insured event occurs after the deadline, and you have defaulted payment of the premium or of interest or costs on occurrence, we are not obligated to pay the benefit.</p> <p>We combine the payment period of 2 weeks with the cancellation of the contract for the payment deadline. The cancellation becomes effective on the payment deadline if you are still defaulting on the payment at this time.</p> <p>4.2.3 The cancellation ceases to be effective if you make the payment within one month of the cancellation becoming effective. This shall not affect Item 4.2.2. The same applies if the insured person names a new policyholder within 2 months of becoming aware of the cancellation, and the latter pays the amount for which a reminder has been sent. This shall not affect Item 4.2.2.</p> <p>5. Description of benefit</p> <p>5.1 Choice of physicians and hospitals</p> <p>Abroad, the insured person has the choice of physicians, dentists and hospitals legally approved and certified for the country of stay, to the extent that these charge fees based on the relevant official, applicable fee schedule for physicians and dentists - if this exists - or based on the usual local rates.</p> <p>5.2 Insured treatment methods</p> <p>The contractual scope includes examination and treatment methods as well as medication fully or largely accepted by traditional medicine. In addition, we pay for methods and medication, which have become established in practice as equally promising or which are used because no traditional medicine methods or medication are available (e.g. curative treatments and prescriptions according to the special therapeutic approaches homeopathy, anthroposophical medicine and phytotherapy). However, we may at any time reduce our benefits to the amount that would have been incurred had existing traditional methods or medication been used.</p> <p>5.3 Policy period and qualifying periods</p> <p>The policy period is a period of twelve months from contract inception, including all contract renewals.</p> <p>To the extent that the following benefits are only covered after a qualifying period, this qualifying period shall commence on contract inception and, for follow-on contracts, from the inception of the follow-on contract.</p> <p>5.4 Deductible</p> <p>For each insured event, the insured person must pay a deductible of EUR 100, to the extent that the Basic tariff was selected. The Premium tariff does not involve a deductible.</p>	<p>5.5 Benefit scope</p> <p>In the case of an insured event (for restrictions see Item 6.), compensation is paid for the following costs. Depending on the tariff that you have agreed, compensation is paid in full for the costs incurred at usual local rates, except if the following benefits expressly specify other amounts. An insured event is the medically necessary curative treatment of an insured person due to illness or the consequences of an accident. The insured event starts with the curative treatment; it finishes once there is no longer medical evidence for the need for treatment. If curative treatment must be extended to an illness or consequence of an accident, which is not causally related to that previously treated, a new insured event arises. An insured event also includes the medically necessary treatment due to complaints during pregnancy, premature births up to the 36th week of the pregnancy, miscarriages, medically necessary abortions and death.</p> <p>5.5.1 Costs of curative treatment abroad</p> <p>If an illness arises or an accident occurs during a trip, we compensate for all costs of curative treatment incurred abroad. Curative treatment within the meaning of these terms describes medically necessary</p> <p>5.5.1.1 out-patient treatment by physicians, including due to medically necessary pregnancy treatment caused by complaints, childbirth up to the end of the 36th week of the pregnancy (premature birth), treatment due to miscarriages or medically necessary abortions;</p> <p>5.5.1.2 pain-relieving, conserving dental treatment, including simple dental fillings and repairs of existing dental prostheses up to EUR 300 per insurance year according to Item 5.3, to the extent that these are performed or prescribed by a dentist. In the Premium tariff, the benefit limit of EUR 300 does not apply. We also compensate for the costs of dental prostheses of up to EUR 500, if these become necessary for the first time as a result of an accident during the insured period.</p> <p>5.5.1.3 medication and dressings prescribed by a physician (medication does not include nutrients and tonics or cosmetic supplements - even if these are medically prescribed);</p> <p>5.5.1.4 medically prescribed radiation, light and other physical therapies;</p> <p>5.5.1.5 medically prescribed massages, medicinal packages, inhalations and physiotherapy;</p> <p>5.5.1.6 medically prescribed aids, which become necessary as a result of an accident or which are used to treat the consequences of an accident;</p> <p>5.5.1.7 diagnostic radiology;</p> <p>5.5.1.8 operations that cannot be postponed;</p> <p>5.5.1.9 in-patient treatment that cannot be postponed, to the extent that this is performed in a facility approved and certified as a hospital in the country of stay, is under permanent medical supervision, has sufficient diagnostic and therapeutic options and maintains hospital files;</p> <p>5.5.1.10 Revising Item 6.2.11, initial and one-off out-patient treatment of psychoanalytical and psychotherapeutic diseases by a specialist during stays in the USA and Canada. The Premium policy covers outpatient psychoanalytic treatments up to 5 sessions up to a maximum of EUR 750 per policy year. If this reveals the need for in-patient treatment, compensation is paid for the relevant costs of a return trip to the home country. Compensation is only paid for the costs of the cheapest seats;</p> <p>5.5.1.11 Rehabilitation treatments are covered by the Premium policy subject to the restrictions specified in item 6.2.5.</p> <p>5.5.2 Prevention – coverage only included under Premium tariff</p>
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- 5.5.2.1 The insurance covers prenatal care examinations to the extent that pregnancy commenced after contract inception. Births by physicians are covered after a qualifying period of 8 months according to item 5.3. The costs of examination and treatment by midwives are only compensated if a physician does not charge for these costs at the same time.
- 5.5.2.2 Under the (targeted screening) programmes introduced in the Republic of Germany by law, the policy covers outpatient examinations for early detection of diseases up to EUR 500 per policy year and preventative gynaecological check-ups for the early detection of cancer up to EUR 100 per policy year following a waiting period of 6 months as provided for in item 1.3.
- 5.5.2.3 Under the programmes introduced in the Federal Republic of Germany by law, the policy covers preventative dental check-ups up to EUR 100 per policy year following a waiting period of 6 months as provided for in item 1.3.
- 5.5.3 Provision of information**
- 5.5.3.1 Information regarding local physicians
In the case of illness or accidents, we inform you on request via our emergency service of the options regarding medical care for the insured person. If possible, we specify a German-speaking or English-speaking physician.
- 5.5.3.2 Transfer of information between physicians
If the insured person is treated as an in-patient at a hospital due to illness or the consequences of an accident, we shall set up contact between a physician commissioned by us and the insured person's GP as well as the treating hospital physicians on request via our emergency service, and during the hospital stay, we shall ensure transfer of information between the physicians involved. We inform relatives on requests.
- 5.5.4 Insurance benefits for premature births**
To the extent that no other coverage applies, in the case of premature births up to the end of the 36th week of the pregnancy, we also pay compensation for the required curative treatment of the newborn child up to an amount of EUR 50,000. The costs are paid in full without a compensation limit to the extent that the insurance term amounts to at least 3 months.
- 5.5.5 Care services**
- 5.5.5.1 Companion for children in hospital
If an insured child up to the age of 18 years is treated as an in-patient, we pay compensation for the costs of accommodating a companion in the hospital.
- 5.5.5.2 Travel supervision for children
We organise and pay for the supervision of a child up to the age of 18 years, who must continue or abandon the trip alone, to the extent that all companions or the only companion accompanying the child on the trip cannot continue the trip as planned, or must abandon the trip, because of death, a severe accident or unexpected severe illness.
- 5.5.5.3 Dispatch of medication
If the insured person requires medically prescribed medication, which is lost on the trip, we in consultation with the insured person's GP, shall provide replacement substances and send them to the insured person. The insured person shall repay us for the costs of the replacement substances within one month of the end of the trip.
- 5.5.5.4 Hospital visit
If it has been confirmed that the hospital stay of an insured person will exceed 5 days, we shall on request organise the trip of a person close to the insured person to the hospital location and back to their place of residence and compensate for any costs of transport for the return trip. However, the condition for this is that the hospital stay has not ended by the time that the associated person arrives.
- 5.5.5.5 Hotel costs
If the booked stay is disrupted or prolonged as a result of the hospital stay, we shall compensate the insured person and the insured fellow traveller for overnight costs of up to 10 days. This amount is limited to EUR 2,500.

5.5.6 Transport/Transfer/Funeral expenses

- 5.5.6.1 We compensate for the additional costs of a transport back to the nearest hospital at the insured person's place of residence, to the extent that a transport makes medical sense and is justifiable or if, according to the treating physician's estimate, hospital treatment abroad is likely to exceed 14 days.
- 5.5.6.2 We also pay for the costs of a companion or, if necessary, an accompanying physician, to the extent that this attendance is medically necessary, officially stipulated or specified by the company performing the transport.
- 5.5.6.3 We compensate for the costs of transporting a sick person for in-patient treatment in the nearest suitable hospital and back to their accommodation.
- 5.5.6.4 If you return from your trip after a hospital stay with a delay of at least 10 days, we compensate you for any additional return travel costs incurred and any other additional costs caused by this directly, e.g. accommodation and board (but not medical expenses). The quality of the trip booked is used as a basis for compensation of these costs. If, in contrast to the booked trip, a journey back by plane is required, compensation is only paid for the costs of a seat in the cheapest aircraft class.
- 5.5.6.5 We pay compensation for additionally incurred costs of the journey back of accompanying insured persons, if these must abandon their booked stay early as a result of a medically sensible transport back or must extend their stay due to the hospital stay of the insured person.
- 5.5.6.6 We pay compensation for additionally required costs incurred as a result of the demise of an insured person due to transporting the deceased to their permanent residence.
- 5.5.6.7 Compensation is paid for the costs of a funeral abroad up to the amount that would have been incurred for a transport home.
- 5.5.6.8 We organise and pay for the additional transport of luggage to the extent that all co-insured adults were transported back or are deceased.
- 5.5.7 Subsequent performance abroad**
If illness during the stay abroad makes necessary curative treatment exceeding the end of the coverage because the journey back is no longer possible as a result of an inability to travel, for which evidence has been provided, benefits must be paid under these conditions (including for a transport back if this becomes necessary) until the ability to travel is restored.
- 5.5.8 Additional benefits**
- 5.5.8.1 Phone costs on contacting the emergency centre
In an insured event, we pay compensation for the phone costs up to EUR 25, which the policyholder incurs by making contact with our emergency centre.
- 5.5.8.2 Compensation for expenses
If all curative treatment costs incurred abroad, which are covered by the payment obligation in these provisions, are submitted to another service provider / insurance company participating in the compensation of costs before the claim is submitted to us, we pay - in addition to the compensation of costs - an additional EUR 50 per day for in-patient hospital treatment lasting for a maximum of 14 days. In the case of out-patient treatment (regardless of the number of treatments and diseases), we pay an additional one-off amount of EUR 25 per treated person.
- 5.5.8.3 Alternative hospital daily benefits
On trips abroad, in the case of a medically necessary and in-patient curative treatment of an illness or injury occurring during the trip abroad, the insured persons have the option of a compensation of costs for in-patient treatment or hospital daily benefits of EUR 50 per day for up to 30 days from the start of in-patient hospital treatment. The option must be exercised immediately before the start of in-patient treatment.

6. Coverage limits and excluded benefits

- 6.1 Excluded benefits**
If curative treatment exceeds what is medically necessary or if the costs of

curative treatment exceed the usual local amount, we may reduce benefits to a suitable amount.

6.2 Release from obligation to perform

- We do not pay benefits for:
- 6.2.1 treatment abroad if this treatment was the sole reason, or one of the reasons, for the trip;
- 6.2.2 treatment where it was clear before the trip that it would have to be performed if the trip took place as planned, except if the trip took place because of the death of a spouse or immediate kin;
- 6.2.3 diseases including their consequences as well as the consequences of accidents which are caused by foreseeable war events and an active participation in unrest, and which are not explicitly included in the cover; War events and civil unrest are deemed foreseeable if the Foreign Office of the Federal Republic of Germany releases a travel warning for the relevant country before the start of the trip;
- 6.2.4 diseases and accidents caused intentionally including their consequences;
- 6.2.5 health resort and sanatorium treatments and rehabilitation measures, except where otherwise provided by the policy or if these treatments follow a covered, fully inpatient hospital treatment due to a severe stroke, severe heart attack, or severe skeletal disease (spinal disc operation, hip prosthesis), in order to reduce the stay in the acute-care hospital, and the insurance company approved such benefits in writing before the start of the treatment;
- 6.2.6 withdrawal measures including withdrawal treatment;
- 6.2.7 out-patient curative treatment at a spa or health resort; This restriction does not apply if curative treatment becomes necessary due to an accident occurring there. This does not apply to illnesses where the insured party is only at the spa town or health resort temporarily and not for treatment;
- 6.2.8 treatment by the spouse, parents or children as well as by individuals sharing accommodation with the insured person in their own or a host family; compensation is paid according to the tariff for any material costs for which evidence can be provided;
- 6.2.9 diseases including their consequences as well as the consequences of accidents which are caused by nuclear power or higher authority interventions;
- 6.2.10 treatment or accommodation made necessary because of infirmity, a need of care or custody;
- 6.2.11 hypnosis, psychoanalytical and psychotherapeutic treatment, to the extent that no provisions have been agreed to the contrary under the tariff;
- 6.2.12 dental prostheses, pivot teeth, inlay fillings, crowns, orthodontic treatment, preventive treatment, occlusal appliances and tracks, functional analytical and functional therapeutic services and implantological dental services, to the extent that no provisions have been agreed to the contrary;
- 6.2.13 immunisation measures and preventive screenings, to the extent that no provisions have been agreed to the contrary under the tariff;
- 6.2.14 treatment due to defects or damage to the reproductive organs;
- 6.2.15 organ donations and their consequences.
- 6.3 Wilful deceit**
We do not pay compensation if you or an insured person attempts to wilfully deceive us regarding circumstances, which affect the reason or amount of the benefit.

7. Conduct in the insured event (obligations)

Please observe the following items to avoid jeopardising the coverage. In addition, please observe the "Important information" in the case of an insured event, which are attached to your contract documents.

7.1 Obligation to reduce costs

Please keep the damage to a minimum and avoid everything that might result in an unnecessary cost increase. If you are unsure, please do not hesitate to get in touch with us.

We must agree to the transport back to the place of residence or the hospital

nearest the place of residence if the insured person is able to travel, if we approve the transport back according to the type of illness and the required treatment.

7.2 Immediate contact

In the case of in-patient treatment at a hospital and before the start of extensive diagnostic and therapeutic measures, you or the insured person must make contact with our global emergency service immediately.

7.3 Obligation to provide information

You must provide all information regarding the insured event truthfully and in full. Any evidence and relevant information additionally requested by us must be provided in the same way. If we deem this to be necessary, the insured person is obligated to be examined by a physician commissioned by us. The following evidence, which becomes our property, must be submitted to us:

- 7.3.1 original receipts containing the name of the treated person, the illness and the details of the services provided by the treating physician according to type, location and treatment period. If other coverage exists for curative treatment costs, and if this is used first, the invoice copies with compensation notes suffice as evidence.
- 7.3.2 prescriptions together with the physician's invoice and invoices for medication and aids together with the prescription
- 7.3.3 a physician's note by the treating physician abroad regarding the necessity of the medically prescribed transport back. This shall not affect the necessity for a consultation with the company's medical examiner
- 7.3.4 an official death certificate and a physician's note stating the cause of death, if compensation is to be paid for transport or funeral costs
- 7.3.5 additional evidence and receipts, which we consider to be necessary for checking our payment obligation, which we request from you in the case of an insured event, and which we can reasonably expect you to procure.

7.4 Obligation to secure compensation claims against third parties

If you or the insured person is entitled to a compensation claim against a third party, this entitlement is passed on to use to the extent that we compensate you for the damage. The transferred entitlement cannot be asserted to your disadvantage. You shall observe the compensation entitlement or a right whose purpose is to secure this entitlement taking account of the applicable formal requirements and deadlines and, if required, assist in its enforcement. If your compensation entitlement is against a person, with whom you lived in a common household when the damage occurred, the transferred entitlement cannot be asserted, except if this person has wilfully caused the damage. Your entitlements against health workers due to disproportionate fees are passed to us in the legal extent, to the extent that we paid compensation for the relevant invoices. If required, you or the insured person are obligated to assist in enforcing these entitlements. In addition, you or the insured person are obligated, if required, to make a declaration of assignment in our favour.

7.5 Consequences if obligations are not observed

If you wilfully violate one of the obligations above, we are no longer obliged to make a payment.

In the case of a grossly negligent violation of the obligation, we are entitled to reduce the payment according to the severity of the fault. If you provide evidence that the obligation was not violated in gross negligence, the coverage continues.

8. Payment of the compensation

8.1 Due date of our payment

As soon as we have received evidence of the insurance and premium payment, and have determined our payment obligation and the amount of the compensation, we pay within 2 weeks.

If we have determined our payment obligation, but cannot determine the

amount of the compensation within one month of receiving the claim notification, you can request a suitable advance payment of the compensation

If official inquiries or criminal law proceedings are initiated against you or an insured person, we can postpone settlement of the claim until these proceedings have been completed.

8.2 Compensation from other insurance contracts

If, in the case of an insured event, a compensation from a different insurance contract can be claimed, the other contract takes precedence. This also applies if subordinate liability has already been agreed in these insurance contracts, regardless of when the other insurance contract was concluded. If the insured event is reported to us first, we make an advance payment. If the policyholder suffers disadvantages, e.g. contribution is not reimbursed, we shall compensate the policyholder for these disadvantages.

9. Applicable law, limitation period, application for insured persons

In addition to these provisions, the Insurance Policy Act (VVG) as well as German law in general applies, to the extent that this is not in contradiction to international law. Claims under this insurance contract have a limitation period of 3 years. Limitation starts with the end of the year in which the benefit can be requested. If you or the insured person reported a claim, limitation is postponed until you or the insured person receives our decision in writing.

All provisions of the insurance contract also apply to the insured persons.

10. Type of notification, contract language

All notifications and explanations addressed to us must be in writing (letter, fax, email, electronic data media etc.) and must be addressed to our head office or to the address shown on the insurance certificate. The contract language is German.