

# Travel Cancellation Insurance certificate N° 031289 042001 - 1907

# Information on the insurer

#### Who are we?

Your contracting partner is ERGO Reiseversicherung AG (ERV), Thomas-Dehler-Straße 2, 81737 Munich, Germany.

Chairman of the Supervisory Board: Dr. Clemens Muth Board of Management: Richard Bader (Chairman), Christof Flosbach, Torsten Haase Registered Office of Company: Munich Commercial Register: Amtsgericht München HRB 42 000, VAT Reg. No. DE129274536 Insurance Tax No. 802/V90802001324

## What is our core business?

The core business of our Company is providing all types of travel insurance.

# Information on the benefits

# What insurance benefits do you receive?

The insurance covers the insured persons and trips as specified in the tariffs concluded with the tour operator/ rental company. As the insured person, you can assert your claims against us without the consent of the tour operator/rental company. The scope of the insurance benefit is based on the agreed sum insured, the relevant loss or damage, an agreed excess.

You can find further details on the type and scope of our benefits in our Terms and Conditions. The General Terms and Conditions and Part A of VB-ERV 2019 / Kollektiv apply.

# When will you receive payment?

Once we have determined our liability, you will receive the payment immediately.

# Information on the policy

# How is the contract concluded?

When does your insurance cover begin?

The tour operator/rental company has concluded a Travel Cancellation Insurance with ERV in your favour as part of the group insurance contract. You are automatically included in this policy as the insured person when you book your trip. Under the Travel Cancellation Insurance, your insurance cover begins when the travel services have been booked.

### When does your insurance cover end?

You do not have to cancel your insurance cover. Under the Travel Cancellation Insurance, your insurance cover ends when the trip commences.

### What law will be applicable to the policy?

Where legally permitted, German law will apply to this insurance policy and preparations leading up to it.

# At what court can you assert your claims?

If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between these courts of jurisdiction: Munich or the court at your place of residence or your permanent place of residence at the time the complaint is filed.

### What is the contract language? What applies to declarations of intent?

The German language is relevant for the policy provisions and further information as well as the communication during the term of the contract. Declarations of intent must be in writing (e.g. letter, email). Verbal agreements are invalid.

# Can you contact a supervisory authority?

You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn. We do not participate in dispute settlement procedures before a consumer concilation board.

ERGO Reiseversicherung AG



### Travel Cancellation Insurance

Travel Cancellation Insurance (Part A) Excess in accordance with sect. 16 The insured sum corresponds with the insured trip

## Telephone Cancellation Advisory

### Do you need to cancel your trip? If so, please use our special service in the Travel Cancellation Insurance.

Contact our telephone cancellation-advice centre before you cancel your trip. Our staff will support you concerning your decision to cancel and will check whether it is possible to delay the cancellation without financial risk.

### Please call +49 89 4166 -1727 (Monday to Friday between 7 a.m. and 9 p.m. and Saturday between 9 a.m. and 4 p.m.).

Further information under www.ergo-reiseversicherung.de/stornoberatung A second chance for your holiday!

### Contact

If you have any questions about insurance benefits please call or e-mail us!

# +49 89 4166-1727

from Monday to Friday between 7 a.m. and 9 p.m. and Saturday between 9 a.m. and 4 p.m.

# contact@ergo-reiseversicherung.de

www.ergo-reiseversicherung.de ERGO Reiseversicherung AG Address: Thomas-Dehler-Straße 2 81737 Munich, Germany

Thank you for your booking! We wish you a carefree holiday!

# Important Information for claims (the Terms & Conditions VB-ERV 2019/Kollektiv)

# What to do in every case of a claim?

Keep the damage to a minimum and report the claim immediately.

(If our Emergency Call Centre was not involved) Immediately report the claim to:

ERGO Reiseversicherung AG Leistungsabteilung Postfach 80 06 20 81606 Munich, Germany

Please supply the appropriate **original** documents as proof of the insured event.

The documents to be submitted for the most common insurance claims are listed below.

Α	Always submit:		
	Proof of insurance		
	Booking confirmation from the travel organiser		

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Additionally to be submitted:			
	Bill for cancellation charges from the travel organise		
	Proof of the reason for cancellation, e.g. in the case of illness a doctor's certificate		

If you have any questions regarding the claims handling process we will be pleased to assist you 24/7 on +49 89 4166-1727. You can find further information on the internet via

# Information on data protection

Hereinafter please find information on the processing of your personal data and on the rights you have in accordance with applicable data protection law.

# Who is responsible for data processing?

ERGO Reiseversicherung AG (ERV) Thomas-Dehler-Straße 2 81737 Munich, Germany Telephone: +49 89 4166 - 1727 Fax: +49 89 4166 - 2717

Email: contact@ergo-reiseversicherung.de

Should you have any questions, please contact our data protection officer at the above address or at: datenschutz@ergo-reiseversicherung.de

## For what purposes and on what legal basis will your data be processed?

We will process your personal data in accordance with the EU General Data Protection Regulation (GDPR), with the German Federal Data Protection Act (BDSG), with the relevant provisions of the Act on Insurance Contracts (VVG) and with any and all other relevant laws and regulations. In addition, our company accepted the "Code of conduct for the handling of personal data by the German insurance business" as binding, which sets out the above-stipulated laws and regulations in more detail and in a form that is tailored to the insurance business. If you would like to take out an insurance with our company, you will be obliged to disclose your personal data to us in order to allow us to conclude the contract and to assess the risks we are to accept. If an insurance contract is concluded, we shall process your data in order to issue the policy to you or to send you an invoice. In case of any damage and for the payment of insurance benefits, we shall require information in order to verify your insurance cover and to calculate the benefits you will receive. Without processing your personal data, an insurance contract cannot be concluded and/or executed.

In addition, we shall require your personal data in order to prepare insurance-specific statistics, e.g. for the development of new insurance tariffs or in order to fulfil regulatory requirements.

The legal basis for the processing of your personal data for precontractual and contractual purposes is article 6, para. 1b) of the GDPR. To the extent we require specific categories of personal data such as your health information, we shall obtain your consent in accordance with article 9, para. 2a) in conjunction with article 7 of the GDPR. The preparation of any statistics for such data categories shall be based on article 9, para. 2j) of the GDPR in conjunction with section 27 of the Federal Data Protection Act.

Another reason for the processing of your data is the protection of our legitimate interests or those of third parties (article 6, para. 1f) of the GDPR). This might be

- in order to guarantee IT security and IT operations;
- in order to prevent and investigate criminal offences. In particular, we use data analyses in order to detect any indication of insurance fraud.

In addition thereto, we shall process your personal data in order to comply with our statutory obligations, including but not limited to regulatory requirements, retention obligations in accordance with trade and tax law or our obligation to provide advice. In such case, the legal basis for the processing of your data shall be the statutory regulations in conjunction with article 6, para. 1c) of the GDPR.

# Who are the recipients of your personal data? **Brokers:**

If you use the services of an insurance broker, such broker shall process your personal data to the extent such data are required in order to conclude and execute the relevant contract. The broker shall disclose such data to us. We shall also disclose data to the broker to the extent such broker needs information in order to provide you with services and advice regarding your insurance and financial services matters.

# Third-party service providers:

We cooperate with certain third-party service providers in order to fulfil our statutory obligations. The list of service providers contains all companies with which we maintain lasting business relationships. Please go to www.ergo-reiseversicherung.de for the most current version.

# How long do we store your personal data?

We shall store your data during the term of your contract. In addition, we shall store your personal data in order to fulfil our statutory obligations to provide evidence and our statutory retention obligations. Such obligations result from the German Commercial Code, the Fiscal Code and the Money Laundering Act. The retention periods have a duration of up to ten years.

### What rights do you have?

You have a right to request information on, correction and deletion of your data and to demand restrictions of processing. Upon request, we shall provide you with the data you disclosed to us in a structured, customary and machine-readable format. Please contact us at the above-stipulated address if you wish to inspect or change any of your data.

### Do you have any complaints regarding the processing of your data?

Please contact our data protection officer as stipulated above or the competent regulatory authority for data protection. The regulatory authority for data protection competent for our company is:

Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) Promenade 27

91522 Ansbach

### Are automated decisions in the individual case possible?

Based on the information you provide regarding any insured loss and on the data stored in connection with your contract as well as any information provided in this regard by a third party, if any, we will make a fully automated decision on our obligation to pay benefits. Such fully automated decisions are based on our company's regulations on the weighting of information.

# Terms and Conditions for Travel Insurance provided by ERGO Reiseversicherung AG (VB-ERV 2019/Kollektiv)

The regulations of the General Terms and Conditions and the →Glossary apply to collective travel insurance offered by ERGO Reiseversicherung AG (hereinafter referred to as ERV). The respective insurance cover taken out is defined in the part A.

# **General Terms and Conditions**

## Who is the insured person?

You are the insured person if you are the person named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

# Who is the →policyholder?

The →policyholder is the tour operator/rental company of the insured trip.

## For which trip do you have insurance cover? You have insurance cover for your insured trip.

# When does your insurance cover begin and end?

- Your insurance cover under the Travel Cancellation Insurance (Part A) begins with the conclusion of the insurance policy and ends when the  $\rightarrow$ trip commences.
- [not applicable.]
- [not applicable.] 4.3
- [not applicable.]

# In what cases do you not have any insurance cover?

- You do not have any insurance cover for damage caused by:
  - A) Strikes or other form of industrial action.
  - B) Nuclear energy or other ionising radiation. C) Stoppage of public transport and other →ac-
  - tions of higher authority. D) The use of Chemical, Biological, Radiological
  - and Nuclear (CBRN) weapons. E) War, civil war, events similar to war, civil unrest.
  - What happens if you are in a country in which

- one of these events occurs unexpectedly? You are then covered by the insurance for the first 14 days after the start of the respective event. This extension will not apply if you actively participate in one of these events.
- You travel to an area where a travel warning has been issued by the →Foreign Office of the Federal Republic of Germany at the time of entry? Then you are not covered by insurance.
- These exclusions apply in addition to the exclusions named in the respective Special Section

## What obligations do you have after the insured event has occurred?

- - A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).
  - B) Notify the damage to us →immediately.
  - C) Describe the events leading to the claim and the consequences truthfully.
  - D) Allow us to carry out any reasonable investigations into the cause and amount of the damage and the extent of our liability.
  - E) Give us any relevant information truthfully.

# What consequences does a breach of obliga-

- You will lose insurance cover if you wilfully breach the above-mentioned obligations.
- In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you prove that you did not breach the obligations with gross negligence.
- Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of

the insured event, nor of the determination or the scope of the benefit. This will not apply in the case

# When will you receive payment?

- Once we have determined our liability, you will receive the payment →immediately.

  Any costs, which you have incurred in a foreign
- currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs

# What applies if there are claims against third parties?

- If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to the detriment of the →policyholder or insured person.
- You are obliged to assign the claims for compensation to us in accordance with 9.1 if we have paid compensation to you.
- Are you entitled to claims for compensation from other insurance policies under private law or social insurance agencies? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.
- [Not applicable.]

# Which law applies? Which court is responsible?

Where legally permitted, German law will apply to

- 10.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction: A) Munich.
  - B) The court at your place of residence or your permanent place of residence at the time the complaint is filed.
- 10.3 If we need to clarify something with you in court, the court at your place of residence or your permanent place of residence will be responsible.

# 11. Which limitation periods must you take into account?

- 11.1 Your claims arising from the insurance policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.
- 11.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

# 12. What do you need to take into account when submitting a declaration of intent?

- 12.1 Notices and declarations of intent must be in writing unless otherwise explicitly specified. This applies to the →policyholder, you and us.
- 12.2 Please note that →insurance agents are not authorised to accept your notices and declarations of intent.

## Glossary

#### Abroad:

Abroad is not deemed to be Germany and not the country in which you have your permanent place of residence.

# Actions of higher authority:

Actions of higher authority are measures taken by the authorities, examples of these are: confiscation of exotic souvenirs by the customs authority; refusal of entry if the required entry documents are missing; stoppage of public transport.

### Carers:

Carers are those persons who care for your accompanying or non-accompanying  $\rightarrow$ relatives who are minors or who are in need of care, e.g. au pair.

## Check-ups:

Check-ups are regular medical examinations carried out to determine the state of health of the patient; e.g. measuring the blood sugar level in case of diabetes. They are not carried out for a specific purpose or for treatment.

# Commencement/Start of trip:

For the purpose of the Travel Cancellation Insurance and the Curtailment Insurance, the trip is deemed to have commenced once the first booked →travel service begins.

A trip is deemed to commence under the Travel Cancella-tion/Curtailment Insurance in particular:

- For a flight: with check-in; in case of online check-in, when the traveller goes through the security check on the day of travel.
- For a journey by sea: with check-in.
- For a bus trip: when the traveller enters the bus.
- For a rail trip: when the traveller enters the train.
- For a trip by car: with acceptance of a hire car or a mobile home.
- When travelling with one's own car: when the first booked →travel service is commenced, e.g. once responsibility for the booked holiday home is accepted.

Is a transfer service a fixed element of the entire trip? The trip then begins when the transfer commences (entering the transfer vehicle).

For the purpose of all other types of travel insurances, the trip commences when you leave your home.

# Employment relationship:

An employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions.

The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15 hours. It must be concluded for at least one year.

### Foreign Office:

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world, (e.g. travel and safety information, travel warnings).

Contact details are:

Postal address: Auswärtiges Amt, 11013 Berlin Switchboard: 030 -18 170 (24 h service)

Fax: 030 -18 17 34 02 Internet address: www.auswaertiges-amt.de

## **Holiday resort:**

Holiday resort is any place of a trip that you have booked for a stay. They are understood to be the local municipality including the surrounding area within a radius of 50 km. In addition, all connecting routes between the holiday resorts and back to the hometown are included.

### Immediately:

Without culpable delay.

### Natural events:

Natural events are: explosions, storm, hail, lightning, high water levels, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

#### Pandemic

A pandemic exists if an infectious disease breaks out on large parts of a continent or on several continents. This has to be established by the World Health Organisation

### Policyholder:

The policyholder is the person who has concluded an insurance policy with us.

# Public transport:

Public transport relates to all vehicles licensed for public conveyance of passengers by air, land and sea. Vehicles used for tours / air tours, hire cars, taxis and cruise ships are not deemed public transport.

### Rebooking fees:

Rebooking fees are fees charged by your tour operator / contract partner for changes made to the destination or travel dates of your trip.

### Relatives:

Relatives are:

- A)Your spouse or civil partner, your partner living in cohabitation.
- B) Your children, parents, adopted children, adoptive parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

# School/University:

Schools are:

- A) All educational institutions, which are appropriate for meeting the statutory requirements for compulsory schooling.
- B) Educational institutions which lead to the following qualifications: vocational school-leaving certificate from a secondary school (Hauptschule or Realschule), general certificate for entrance to a university, certificate for entrance to a specialist university or to any other school-leaving qualification following school education in accordance with the relevant national legislation.
- C) Schools for apprenticeship trainees.
- D)Schools in which a further accredited title can be obtained from the chambers of industry and commerce or craft guilds, e.g. master craftsman.

Universities are:

All colleges of higher education and universities at which an academic degree can be obtained.

## Start/Commencement of trip:

See under "Commencement / Start of trip".

## Travel services

Travel services are deemed to be, for example, booked hotel rooms, a holiday home, a mobile home, a house boat, a chartered yacht, a flight, a journey by sea, a bus or rail trip.

# Special sections

# Α

## **Travel Cancellation Insurance**

## 1. What is insured?

- A doctor from our Medical Cancellation Advisory Team specialised in travel medicine will advise you.
- 1.2 We will pay compensation to you up to a maximum of the sum insured in the following cases: A) You cancel your trip.
  - B) You delay starting your trip.
  - C) A form of → public transport is delayed on the outward journey.

The conditions for the individual cases can be found in the following sections.

1.3 Reimbursement up to the agreed sum insured only applies if no different amount is mentioned below.

### What services are offered by the Medical Cancellation Advisory Team?

- 2.1 In the following cases, we will provide advice to you through our Medical Cancellation Advisory
  - A) You fall ill after having booked your trip.
  - B) You have an accident
  - C) You become pregnant.
  - D) Your doctor establishes that you have immunisation intolerance.
- 2.2 We will help you to decide whether and when you should cancel your trip.
- 2.3 What happens if, contrary to the assessment made by our Medical Cancellation Advisory Team, it turns out that you cannot commence your trip? In this case, you must cancel your trip on the date it is established that you are not able to travel. Your cancellation is thus regarded as having been carried out →immediately.
- 2.4 You did not cancel your trip even though the Medical Cancellation Advisory Team advised you to do so? Then you personally will be responsible for the risk of any higher cancellation costs.

# 3. What is insured if you have to cancel your trip?

- 3.1 If you have to cancel your trip, we will refund the contractually agreed cancellation costs. These are the costs which you owe to the service provider (e.g. tour operator, holiday homeowner) if you cancel your booked trip.
- 3.2 To get the benefits listed in section 3.1, you must satisfy all the following requirements:
  - A) The insured event affects you or a risk person.
  - B) This event was not expected at the time the insurance was taken out.
  - C) You cancelled the trip because this event occurred.
  - D) Due to the event, you cannot be expected to carry out your trip as scheduled.

# . Which insured events are covered?

4.1 Unexpected serious illness is covered. The illness must therefore be both "unexpected" and "serious" at the same time. An unexpected serious illness can also be a mental illness.

# When is an illness unexpected?

An illness, including a mental illness, is unexpected if it occurs for the first time after the conclusion of the insurance contract. An unexpected deterioration of a preexisting illness is also insured. The deterioration of a preexisting illness is unexpected if no treatment was given in the six months immediately prior to the insurance contract. → Check-ups, regular intake of medication of a predetermined dosage as well as dialysis are not considered to be treatment.

# When is an illness serious?

An illness which is not a mental illness is serious if the impairment of health certified by a doctor prior to the cancellation is so serious that the trip cannot be undertaken as planned.

be undertaken as planned.
For mental illnesses, the following applies: A mental illness is only considered to be serious if one of the following cases exists:

- A) The statutory or private insurer has approved out-patient psychotherapy.
   B) It is certified by a medical certificate of a spe-
- B) It is certified by a medical certificate of a specialist psychotherapist.
- C) In-patient treatment is being given.
- 4.2 Insured events are also:
  - A) Death.
  - B) A serious injury resulting from an accident.
  - A date to donate or receive organs and tissue as specified in the German law on transplantations.

- D) Pregnancy and complications during pregnancy.
- E) Adoption of a child (minor).
- F) Immunisation intolerance.
- G) Breakage of prostheses.
- H) Loosening of implanted joints.
- I) Considerable damage to property due to: fire, burst pipes, →natural events, criminal action by a third party. The condition is: Your presence or that of a risk person travelling on the trip is required on-site (from an objective point of view).
- J) Dismissal by the employer for business reasons.
- K) Taking up an →employment relationship.
- L) Job change. A job change occurs when an employee terminates their previous →employment relationship with their employer and begins a new →employment relationship with a new employer. Transfer within a company does not count as a job change.
- M) Cyclical short-time work. The condition is: You (or a risk person) are affected by cyclical short-time work for a period of at least three consecutive months. In addition, the monthly gross salary must be reduced by at least 35 % due to the short-time work.
- N) A court summons. This does not apply if attendance at court hearings is part of your usual professional activities.
- O) If the passport or identity card is stolen before the trip and a replacement document cannot be obtained in time. The condition is: The stolen document is absolutely necessary for the trip.
- P) The start of the Voluntary Service, the Voluntary Social Year, the Voluntary Ecological Year.
- Q) The retaking of a failed examination at a →school/university. The condition is: The date of the retake unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip.
- R) For school trips: You are to leave your class for good before the start of the insured trip.

## 5. Who are your risk persons?

Your risk persons are:

- 5.1 Your →relatives and the →relatives of your partner.
- 5.2 →Carers.
- 5.3 You have booked your journey for a maximum of four persons and up to two additional accompanying children (minors) or as a →family? Persons accompanying you and their →relatives and →carers are risk persons. In all other cases, only your →relatives, the relatives of your partner and →carers are deemed to be your risk persons.

# 6. What is insured if you delay the →start of the trip?

- 6.1 Do you have to delay the →start of your trip because you or a risk person has been affected by an insured event? We will pay:
  - A) Your verified additional costs of the outward journey. The additional costs corresponding to the type and standard of the originally booked and insured outward journey are insured.
  - B) Your unused →travel services less the costs of the outward journey.
- 6.2 We will reimburse up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately.

# 7. What will we pay in the case of a car breakdown or traffic accident?

Has the vehicle you want to use for your trip become unroadworthy not more than one day before the  $\rightarrow$ start of your trip due to a breakdown or accident? Therefore, you have to delay the start of your journey? We will pay the documented costs for unused  $\rightarrow$ travel services or additional travel costs up to a maximum of  $\in$  500 per person. In addition, we will pay the costs for a hire car in a comparable vehicle category up to a total of  $\in$  1,000 per trip.

# 8. What cover is there for delays during the outward journey?

If there is a delay in  $\rightarrow$ public transport by more than two hours? And you therefore miss your first insured means of transport? We will then pay the additional costs of the outward journey up to an amount of  $\in$  500 per person. We compensate these according to the type and quality of the means of transport originally booked. We will also reimburse the costs you can demonstrate for any necessary and appropriate expenditure (food and accommodation). The maximum amount you will receive for this is  $\in$  100 per person.

### What information do we provide?

- 9.1 At your request, we will give you details of the nearest diplomatic mission (address and telephone contact).
- 9.2 If requested, we will provide you with information on travel warnings and safety notices from the →Foreign Office of the Federal Republic of Germany.

### 10. Are travel agency fees insured?

- 10.1 A contractually agreed travel agency fee up to € 100 per person is insured. The condition is: The agency stipulated the agency fee already at the time the trip was booked and it is included in the sum insured.
- 10.2 We will reimburse the travel agency fee only if you are entitled to a reimbursement of the cancellation costs.

## 11. Are →rebooking fees insured?

You would prefer to rebook than to cancel your trip? We will reimburse the →rebooking fees. We will pay up to a maximum of the cancellation costs, which would have been due if the trip had been cancelled →immediately. The condition is: You are entitled to reimbursement of the cancellation costs.

## 12. Is the surcharge for single occupancy insured?

- 12.1 Have you booked a double room with another person? In this case this person is always regarded as a risk person. Does this person have to cancel the trip for a reason which is insured? In this case, we will reimburse the surcharge for single occupancy. The condition is: You decide to go on the trip on your own.
- 12.2 We will pay up to a maximum of the cancellation costs which would have been due if the trip had been cancelled →immediately.

# 13. What is not insured?

We will not pay:

- 13.1 In the case of a psychological reactionA) to an act of war, civil unrest, act of terrorism, an aviation accident.
  - B) to the fear of acts of war, civil unrest, acts of terrorism.
- 13.2 In the case of addictive disorders.
- 13.3 In the event of illnesses or death as a result of →pandemics.
- 13.4 For cancellation fees, e.g. processing fees for the cancellation of the trip or service fees, which are charged by your travel agency because you cancel the trip.
- 13.5 For other processing fees, e.g. processing fees of the airline, which are not stated and insured at the time of the booking.
- 13.6 For fees charged to issue a visa.
- 13.7 For bounties for hunting trips.

# 14. What obligations do you have after the insured event has occurred?

- 14.1 You must comply with the obligations of the General Terms and Conditions.
- 14.2 You are obliged to keep the cancellation costs as low as possible. If an insured event has occurred, you must therefore cancel your trip →immediately, at the latest however before the cancellation costs are increased. The amount of the cancellation costs owed if the insured event occurs and when they will be increased can be found in the General Terms and Conditions of your service provider (e.g. tour operator, holiday homeowner) or in provisions agreed individually.

- 14.3 Have you involved the Medical Cancellation Advisory Team and
  - A) does it recommend that you cancel the trip?
     Then you are obliged to cancel the trip →immediately.
  - B) Contrary to the assessment of the doctor specialised in travel medicine, you are not able to commence your trip? In this case, cancel your trip on the date it is established that you are not able to travel. This means that you have cancelled your trip in time.
- 14.4 You or, in the event of death, your legal successor must submit the following documents to us so that we can process your insured event:
  - A) We always require: Proof of insurance, booking documents, the completed claims form, proof of loss (e. g. invoice for the cancellation costs), evidence of the travel agency fees.
  - B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details. We do not accept medical certificates issued by your spouse or partner, your parents or children. You must obtain the medical certificate before cancelling the trip.
  - C) In the case of theft and traffic accident: A copy of the police report.
  - D) A confirmation from the hirer/landlord that it is not possible to rent the object/property to someone else in the case of a cancellation of:
    - A holiday home.
    - A hire car.
    - · A mobile home.
    - A caravan.
    - In the case of boat charter.
  - All other insured events must be proved by submitting the appropriate documents.
- 14.5 In individual cases, we could request you to submit a confirmation that you are unable to work, your medical history (medical record) or a medical certificate from a specialist. We could also request you to have your incapacity to travel verified by means of a specialist medical report.

### 15. What are the consequences of a breach of obligations?

We are not obliged to pay any benefit if you deliberately infringe one of the above obligations. In the event of gross negligence, we may reduce our benefit in line with the severity of the culpability. This does not apply if you can prove that you have not infringed the obligation through gross negligence. Your insurance cover remains in force if you can prove that the breach of the obligation neither caused the occurrence nor the detection of the insured event nor was it responsible for the determination or the extent of the benefit. However, in so far as you fraudulently infringe an obligation we are under no obligation whatsoever to pay any benefit.

# 16. Do you have to bear an excess?

If you have selected a tariff with an excess, you bear a part of the loss yourself. Your own contribution is 20 % of the refundable amount, but at least  $\in$  25 per person. This also applies if specific amounts are defined as a maximum reimbursement.

# 17. How high should the sum insured be set?

The sum insured per insured trip must correspond to the full agreed price of the trip including any travel agency fees (value insured).

# What are the consequences if the sum insured you have chosen is too low?

Is the sum insured lower than the value insured when an insured event occurs? Then you are underinsured. You will only receive pro rata compensation from us. We are only liable for the proportion of the sum insured to the value insured.