

FIRST-CLASS-FOREIGN-TRAVEL-INSURANCE

Insurance Conditions for Trip Cancellation Insurance

A: General Section valid for all types of insurance referred to in Section B

§ 1: Insured persons

The persons named in the insurance policy are insured.

§ 2: Scope of application, conclusion, commencement and end of cover

Cover

- shall exist for the local area of application which is contractually agreed on;
- must be concluded prior to the start of the journey for the entire period of the journey;
- shall commence on payment of the premium or the agreed date whichever is later;
- shall end on the agreed date or the end of the insured journey whichever is earlier;
- shall be extended beyond the agreed date if the scheduled termination of the journey is delayed for reasons for which the insured person is not responsible.

§ 3: General restrictions on cover

No cover shall be granted for loss or damage caused by strikes, wars, war-like events, civil unrest and nuclear energy.

§ 4: Payment of compensation

- If the Insurance Company has evidence that the insurance policy has been concluded and the premium paid and if the Insurance Company's obligation to compensate in principle and in terms of amount has been determined, compensation shall be paid within two weeks.
- One month after notification of a claim, the minimum amount which is payable as the matter then stands may be claimed as a payment on account.
- Costs incurred in foreign currencies shall be translated into US Dollars at the rate of the day prevailing on the date on which the supporting documents are received by the Insurance Company. The official exchange rate in Frankfurt/Main shall be deemed to be the rate of the day.

§ 5: Premium

The premium is a single premium and is payable prior to the start of the journey on the conclusion of the contract.

§ 6: General obligations after occurrence of the insured event and consequences of infringements of obligations

- Policyholder and insured person shall after the occurrence of an insured event
 - avoid everything which could lead to an unnecessary increase in costs;
 - notify the loss or damage to the Insurance Company without delay, at the latest at the end of the journey;

c) permit the Insurance Company to make all reasonable examinations regarding the cause and amount of its duty to pay benefits, to provide all relevant information in this connection, to submit original documents, and, if need be, to release doctors and other insurers from their obligation not to disclose confidential information and to submit a death certificate in the case of death.

- If the policyholder / insured person infringes one of the contractually agreed obligations, the Insurance Company shall be released from its obligation to pay benefits unless the infringement was based neither on willful intent nor on gross negligence. In the case of a grossly negligent infringement, the Insurance Company shall remain under an obligation to pay benefits insofar as the infringement has no influence on the determination of the insured event or on the determination or extent of the benefit to be paid by the insurer.

Note: Please also take note of the respective special obligations for the types of insurance referred to in Part B.

§ 7: Reasons for forfeiture, period for commencing legal action, limitation period

- The Insurance Company shall be released from its obligation to pay benefits if:
 - the policyholder or the insured person has deliberately brought about the insured event;
 - the policyholder or insured person has attempted to fraudulently deceive the Insurance Company in respect of circumstances which are of relevance with regard to the reason for, or amount of, a benefit.
- The obligation to pay benefits shall also cease if reimbursement has been rejected and no legal action for payment of benefits is commenced within six months. The period shall not begin until the Insurance Company has rejected the asserted claim in writing and at the same time given details of the legal consequences associated with the expiration of the said period.
- Claims under this insurance contract shall become time-barred after two years. The limitation period shall begin at the end of the year in which the benefit may be demanded.

§ 8: Claims against third parties

The claims of the policyholder and insured person against third parties shall pass to the Insurance Company to the extent prescribed by law insofar as the Insurance Company has indemnified the policyholder or insured person. If required, the policyholder or insured person shall provide a declaration of assignment to the Insurance Company.

§ 9: Applicable law

German law shall apply insofar as this is legally permissible.

**B: Special Section on the individual types of insurance
(dependent on the chosen scope of cover)**

III. Travel cancellation cost insurance

§ 1: Description of cover

1. The Insurance Company shall pay compensation for a maximum of six insured persons to the extent set out in § 1, item 4 a), if, during the period of cover, one of the insured persons loses his job and becomes unemployed as a result of an unexpected termination of employment by the employer for operational reasons.

The Insurance Company shall also pay compensation in the event that the insured person takes up a job insofar as such person was registered as unemployed when the journey was booked and the government employment office approved the journey.

2. The Insurance Company shall also provide compensation to the extent stipulated in § 1 item 4 if during the period of cover one of the insured events referred to below occurs in relation to one of the insured persons or a risk person:

a) Unexpectedly serious illness, death, serious accident, pregnancy, vaccination intolerance;

b) Damage to property resulting from fire, a natural event or criminal acts of third parties (e.g. burglary) insofar as the damage in relation to the economic situation and assets of the party suffering damage is considerable.

3. Risk persons are:

a) insured persons in relation to each other, who have jointly booked and insured a journey;

b) the dependants of an insured person; these include: spouses or partners living together as cohabitants, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

If more than six persons have jointly booked and insured a journey, only the respective dependants of an insured person shall be deemed to be risk persons; the insured persons in relation to each other shall no longer be deemed to be risk persons.

4. The Insurance Company shall pay compensation for cancellation costs contractually owed by the insured person in the case of failure to start the journey (cancellation);

§ 2: Restrictions on cover

The Insurance Company shall not be under any obligation to provide benefits if the insured event was foreseeable for the policyholder or insured person with a high degree of probability.

§ 3: Deductible

A deductible as stated in the tariff may apply to each claim.

§ 4: Special obligations after the occurrence of the insured event

(supplementary to the general obligations set out in § 6 of the General Section)

1. The policyholder or insured person shall provide supporting evidence of the occurrence of an insured event by submitting medical certificates (in the case of health complaints at the holiday venue, a certificate of the local doctor must be submitted), death certificates, supporting documents on damage to property, certificates of the employer on termination of employment for operational reasons or start of employment, certificates of the employment office on the start of unemployment or consent to the booking of the journey and: in the case of failure to start the journey or non-use of the rented property: shall cancel the journey without delay at the booking office in order to minimize cancellation costs;
2. The legal consequences arising from an infringement of one of the above obligations are set out in § 6 of the General Section.

* * *