

# CareMed Insurance Terms and Conditions 2020/2021

## Travel Cancellation Insurance

### Table of Contents

Behavior in case of a claim .....	1
Important Information on your Insurance Policy.....	1
Section I Overview of benefits .....	2
Section II General Provisions .....	2
Section III "Specifications".....	4
RRV Travel Cancellation Insurance (TC) .....	4
Section IV Extract from the Insurance Contract Act.....	5
Section V Explanatory notes .....	6
Contact .....	6

This Policy is effective for policy holders with a start date of March 1, 2020 - February 28, 2021

### Behavior in case of a claim

HanseMerkur Reiseversicherung AG offers insurance coverage for persons insured through CareMed.

- In case that you are unable to travel, an immediate cancellation of your trip is necessary in order to minimize the cancellation costs.
- If your cancellation costs exceed € 300, please call +49(0)40-4119-2671 in order to receive a claim form and send the completed form together with a doctor's certificate to the claims office below. In case of a claim below this amount an informal doctor's certificate including details of the diagnosis and the treatment data is sufficient.
- The following further documents have to be sent in:
  - the originals of all booking and cancellation documents
  - original proof stating payment of costs
  - doctor's certificates with the details of diagnosis and treatment data
  - in case of other claims the certificates respectively (e.g. death certificate in the event of death).

### Contact for claims:

HanseMerkur Reiseversicherung AG  
Abtlg. RLK/CareMed Claims  
Siegfried-Wedells-Platz 1  
20354 Hamburg  
Germany  
Phone: +49(0)40-4119-2671  
Fax: +49-(0)40-4119-3586  
E-mail: [CareMedClaims@hansemerkur.de](mailto:CareMedClaims@hansemerkur.de)

### Important Information on your Insurance Policy

#### Insurance company's identity (name, address):

HanseMerkur Reiseversicherung AG (legal form: public company)  
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany  
Phone: 040 4119-1000  
Fax 040 4119-3030

#### Entry in the trade register at:

Amtsgericht (local court) Hamburg HRB 19768

#### Summons-suitable address and legally entitled representatives of

#### HanseMerkur Reiseversicherung AG:

HanseMerkur Reiseversicherung AG  
Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany

#### Represented by the Board:

Eberhard Sautter (Chairman), Eric Bussert, Holger Ehses, Johannes Ganser, Raik Mildner

#### Core business of HanseMerkur Reiseversicherung AG, hereinafter called "HanseMerkur":

HanseMerkur insures risks which are related to travels.

### Guarantee funds or other compensation regulations:

There are no guarantee funds or any other compensation regulations applicable to the products described in this document.

### Essential characteristics of the insurance:

Depending on the scope of the selected insurance cover, HanseMerkur provides benefits in accordance with the enclosed insurance terms and conditions.

The scope of the insurance cover is determined by the policyholder. More detailed information on the type and extent of the insurance cover selected by the policyholder can be found in the description of services and the insurance terms and conditions.

Once HanseMerkur has acknowledged its obligation to pay benefits and has also established the amount payable, compensation will be paid within 2 weeks. This period is checked as long as HanseMerkur is unable to examine the claim due to the fault of the insured person.

### Total price and price components:

The policy holder determines the scope of the insurance cover and the corresponding total insurance premium. The individual premiums for the components of the insurance cover are stated on the application form.

All the listed premium amounts include the statutory insurance tax valid at the time.

### Additional costs, taxes or charges:

Additional costs, taxes or fees, such as for the use of remote means of communication, do not apply (with the exception of the emergency assistance service).

For calls from abroad: **Telephone +49 228-55549-22**

For calls from within Germany: **Telephone 0228-55549-22**

### Details of payment and fulfillment:

The initial or single premium is – irrespective of the existence of a right of withdrawal – due immediately. Where renewal premiums have been agreed in the case of long-term insurance contracts, these are due on the agreed date. Where it is agreed that an annual premium may be paid in installments, only the first installment of the first annual premium shall be deemed the first premium. If the premium cannot be collected for a reason beyond the control of the policyholder, the payment shall still be deemed to be on time if payment is made immediately upon receipt of a written payment request from the insurance company. Further details can be found in the insurance documentation.

### Limited period of validity of the information supplied:

There is no limited period of validity of the information supplied.

### Start of the contract, start of insurance coverage, length of the commitment period at the time of application:

The contract will come into effect upon payment of the premium. Insurance coverage shall start at the time indicated by the policyholder, however not before payment of the premium. In addition, travel health insurance coverage shall not commence before crossing the national border into the area covered by the scope of cover. Further details on this can be found in the attached insurance terms and conditions.

Please see the attached insurance terms and conditions for the preconditions for taking the insurance. No commitment period is foreseen.

**Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at this point in time, HanseMerkur shall not be obliged to pay benefits, unless non-payment is not the policy-holders fault.**

If you have agreed to the premium being collected from your account, this shall take place as soon as the mandate is set up quoting the mandate reference, using the SEPA direct debit procedure. The SEPA mandate reference is identical to your insurance policy number. The payment is considered to have been made in a timely manner if the premium can be collected on or

before the due date specified in the insurance policy, and you have not revoked your direct debit mandate.

### Revocation instruction

#### Right of withdrawal

You are entitled to cancel insurance contracts with a duration of at least one month within 14 days in writing or electronic form (e.g. letter, fax, email) without stating any reasons. This time limit begins when you receive the insurance policy, including the general insurance terms and conditions as well as the additional information pursuant to Article 7 (1) (2) of the Insurance Contract Act (VVG) in conjunction with Articles 1 to 4 of the VVG Information Duties Regulation as well as this guidance, all in writing or electronic form. However, for contracts agreed electronically, it does not start before the duties of HanseMerkur under Article 312i (1) sentence 1 of the German Civil Code in conjunction with Article 246c of the Introductory Act to the German Civil Code have been fulfilled. To meet the cancellation deadline, it is sufficient to submit the cancellation in a timely fashion. The cancellation should be sent to: CareMed GmbH, Budapester Str. 4, 53111 Bonn, Deutschland e-mail: [info@caremed-travel.com](mailto:info@caremed-travel.com), fax: 0228-55549075

#### **Consequences of withdrawal**

In the event of effective withdrawal, the insurance cover ends and HanseMerkur will repay the contributions made. The repayment of contributions that is due will be made immediately, and no later than 30 days after the notice of cancellation is received. If the insurance cover does not start before the end of the cancellation deadline, effective withdrawal means that benefits received must be repaid with any benefits obtained (e.g. interest). If you have effectively exercised your right of withdrawal under Article 8 of the Insurance Contract Act, you are also no longer bound by any contract associated with the insurance contract. There is an associated contract if it contains a reference to the contract from which you have withdrawn and relates to a service by the insurer or a third party on the basis of an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded. Special notes Your right to withdraw ends if the agreement has been entirely fulfilled at the explicit wish of both you and HanseMerkur, before you have exercised your right to withdraw.

#### **End of the revocation instruction**

#### **Information on the duration of the insurance:**

The contract is limited in accordance with the selected duration. End of contract, right of termination, processing fee: Where insurance is taken out for a one-off event, the contract will end in the case of travel cancellation insurance upon commencement of the trip and, for all other types of insurance, at the end of the trip or the agreed end of the contract. Where an annual insurance contract has been concluded, the contract shall be extended by a further year if it is not terminated in writing within 1 month by you or by HanseMerkur prior to expiry.

#### **Legal system and place of jurisdiction:**

German law shall govern the contractual relationship. Lawsuits against HanseMerkur can be filed in Hamburg or wherever the policy-holder has his / her residence at the time of filing the lawsuit or failing a residence, wherever he / she normally stays.

#### **Contract language:**

The prevailing language of this contractual relationship and communication with policy holders during the contractual period of validity shall be German.

#### **Supervisory authority and complaints office:**

If you are dissatisfied with a benefit or decision made by HanseMerkur, please complain to HanseMerkur directly. If an agreement with HanseMerkur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

Versicherungsombudsmann e.V.

PO Box 08 06 32, D-10006 Berlin

Tel.: 0800 3696000

Fax: 0800 3699000

Email: [Beschwerde@versicherungsombudsmann.de](mailto:Beschwerde@versicherungsombudsmann.de)

You can find further information online at:

[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

The participation takes place on the basis of voluntary membership of the Versicherungsombudsmann e.V. (insurance ombudsman organization).

Complaints can also be launched at the relevant regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

Graurheindorfer Straße 108, 53117 Bonn

[www.bafin.de](http://www.bafin.de)

This does not affect the right to take legal action.

## Section I Overview of benefits

### Travel Cancellation Insurance

Insured sum according to insurance confirmation

Deductible regulations are stated under section III. RRV 3.3

## Section II General Provisions

### 1 Insurance holders, insured persons and eligibility for insurance

- 1.1. The insurance holder is the natural or legal person who has entered into the insurance contract with us. Insured persons are the persons whose names appear on the confirmation of insurance and for whom the premium was paid. These insurance conditions apply to you as the insurance holder as well as to you as the insured person.
- 1.2. Those who temporarily reside abroad are eligible for insurance.
  - A foreign country within the context of these insurance conditions is not the country in which the insured person has a residence at the time of application (home country).
  - This also includes volunteers who work with wild animals under professional supervision.
- 1.3. The insurance does not cover persons who engage in any activities as an athlete for remuneration, persons who require long-term care or persons whose involvement in everyday life is permanently excluded. The mental state and the objective life circumstances of the person in particular are to be taken into account for such a classification. People in need of care are those who require help from others for the tasks of their day-to-day lives.
- 1.4. For persons who do not meet the requirements for eligibility for insurance in accordance with these conditions, the insurance contract is not concluded by payment of the premium. The amount shall be available to the sender if the premium is nevertheless paid for a non-insurable person.

### 2 Conclusion and termination of the insurance contract

#### 2.1. Conclusion of the insurance contract

The application must

- be received by us in writing or
- duly completed online.

It is necessary that you answer the questions in the insurance application truthfully and completely so that we can properly evaluate your insurance application. You must also include circumstances to which you attach little importance. Please note that your insurance cover will be jeopardized if you provide incorrect or incomplete information. The relevant regulations are contained in §19 of the German Insurance

Contract Act (VVG), which you will find in the appendix to these insurance conditions.

- 2.1.1. A travel cancellation insurance must
  - be taken out immediately upon booking your trip or
  - no later than 30 days prior to departure.
- 2.1.2. In the case of other insurance policies, an application must be made for the conclusion of an insurance contract for the entire duration of the stay abroad.
 

Please take note of the waiting periods for insurance policies not applied for before the start of the trip in accordance with Section 4.2.1.
- 2.1.3. Your insurance coverage cannot be extended if your stay is extended. New insurance coverage can only be taken out through a new insurance policy. The application for the new insurance coverage must be submitted to us before the expiration of the original insurance. The new insurance coverage shall only come into effect if we expressly agree to it.
- 2.1.4. If a premium is paid for an insurance policy that has not been accepted, the sender is entitled to this premium.
- 2.2. Start of the insurance contract
 

The insurance contract begins

  - after the premium has been paid in due time and
  - at the agreed upon time and
  - when we send you an insurance confirmation.
- 2.3. Duration of insurance contract
 

The insurance is valid for the agreed upon duration.
- 2.4. End of insurance contract
 

The insurance contract ends at the agreed upon expiration date. The statutory provisions on the right of extraordinary termination shall remain unaffected by these agreements.

### 3 Premium

- 3.1. Payment of the first or one-time premium
  - 3.1.1. The first or one-time premium is due immediately after you have received the insurance and payment confirmation.
  - 3.1.2. If you do not pay the first or one-time premium, we can withdraw from the contract and be exempt from payment as long as the premium is not paid. We adhere to the regulations of § 37 of the German Insurance Contract Act (VVG). This can be found in the appendix.
- 3.2. Payment of subsequent premiums
  - 3.2.1. Subsequent premiums are due on the agreed upon dates.
  - 3.2.2. If you do not pay the subsequent premium or do not pay it on time, we can cancel the contract and provide no service. We observe the regulations of § 38 of the German Insurance Contract Act (VVG). This can be found in the appendix.
- 3.3. Premium collection
 

If premium collection from an account has been agreed upon, this shall take place immediately after the mandate has been granted. The payment shall be considered on time if the premium can be collected on the day of debiting, unless you raise an objection to it. If the premium could not be collected through no fault of your own, payment shall be deemed to have been made on time if you make it immediately upon our request.

### 4 Beginning, duration and end of insurance coverage

- 4.1. Start of insurance coverage
 

Insurance coverage commences at the time stated in the insurance confirmation (commencement of insurance), not before the conclusion of the insurance contract and

  - 4.1.1. after timely payment of premiums
  - 4.1.2. in the case of travel cancellation insurance: in due time with the conclusion of the insurance contract
  - 4.1.3. in the case of travel health insurance: at the border crossing from the home country abroad, at the earliest, however, after any waiting periods have elapsed
  - 4.1.4. in the case of other insurances: at the beginning of the trip.

No payments will be made for insured events that occurred before the insurance coverage commenced or before the waiting period expired.

- 4.2. Waiting periods
 

Insurance coverage for travel health insurance does not commence before the end of the following waiting periods. The waiting periods begin with the beginning of the insurance coverage.

  - 4.2.1. Waiting period due to later start of contract
 

If you do not apply for insurance coverage until after your departure, the waiting period is 31 days. Up until the beginning of the insurance period, a comparable pre-insurance post-departure will be credited against the waiting period.
  - 4.2.2. Waiting period for childbirth
 

The waiting period for childbirth is 8 months
  - 4.2.3. Waiting period for dentures
 

The waiting period for non-accidental dentures is 6 months

The waiting period is waived in the event of an acute and life-threatening illness or for accidents.
- 4.3. End of insurance coverage
 

The insurance coverage also ends for pending insured events

  - 4.3.1. after the agreed duration, but no later than the end of the insured stay.
  - 4.3.2. with the death of the insured person
  - 4.3.3. if the conditions for your eligibility for insurance no longer apply.

### 5 Scope of insurance coverage

- 5.1. The insurance coverage exists for the contractually agreed local area of application of the insured trip
- 5.2. If the insured event occurs in your home country, there is no insurance coverage. For the purposes of these contractual provisions, the home country is the country in which you have your
  - permanent residence or
  - are subject to social security contributions at the time of application.
- 5.3. In the case of insurance contracts of at least one year's duration, insurance coverage also exists in the event of a temporary return to your home country, notwithstanding 5.2. The insurance coverage in the home country is limited to a maximum of six weeks for all stays in the home country per insurance year. The insurance year shall be a period of twelve months calculated from the commencement of the insurance.

### 6 General limitations of insurance coverage

- 6.1. Insurance coverage shall not be provided for damage caused by war, civil war, warlike events, civil commotion, strike, nuclear energy, confiscation, seizure or other acts of government.
- 6.2. We are exempt from the obligation to indemnify if the insured event was foreseeable for you when you took out the insurance.
- 6.3. We are released from the obligation to indemnify if you have caused the insured event intentionally;
- 6.4. We shall not be obliged to perform if you fraudulently attempt to deceive us about circumstances which are of significance for the reason for or the amount of the performance.

### 7 General obligations and consequences of breaches of obligations

- 7.1. Obligation to mitigate damage
 

Keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs.
- 7.2. Obligation to provide damage information
 

All information regarding the claim must be true and complete. Any additional documents and relevant information requested by us must be provided in the same manner.

- 7.3. **Obligation to secure claims for damages against third parties**  
If you are entitled to a claim for compensation against a third party, this claim shall pass to us insofar as we compensate the damage. The transferred claim cannot be asserted to your disadvantage. You shall preserve the claim for compensation or any law serving to secure this claim in compliance with the applicable form and deadline regulations and, if necessary, cooperate in its enforcement. If your claim for compensation is directed against a person with whom you live in a domestic community when the damage occurs, the transferred claim cannot be asserted unless this person caused the damage intentionally.

- 7.4. **Further obligations**  
Attention: Please also observe the "Important information in the event of damage" enclosed with your contract documents and the respective special obligations for the individual insurance policies in Section III of these Terms and Conditions of Insurance.

- 7.5. **Consequences of non-compliance with obligations**  
If you intentionally violate one of the aforementioned obligations, we shall be released from the obligation to pay the benefit. In the event of a grossly negligent breach of duty, we shall be entitled to reduce the performance in proportion to the seriousness of the fault. In the event that you demonstrate that the obligation has not been breached through gross negligence, the insurance coverage shall remain in effect.

## 8 What should I bear in mind when paying compensation?

Our insurance sums and indemnities in Section I. are in Euro.

- 8.1. **Due date for payment**  
We will pay, at the latest, within 2 weeks from when the proof of insurance and premium payment is made available and we have determined our payment obligation and the amount of compensation.

If the obligation to pay has been established, but the amount of the compensation cannot be established within one month of our receipt of the notice of loss, a reasonable advance on the compensation can be demanded.

In the event that official investigations or criminal proceedings have been initiated against you in connection with the insured event, we may postpone the settlement of the claim until these proceedings have been legally concluded.

- 8.2. **Costs in foreign currency**  
We shall convert the costs incurred at the Euro exchange rate of the day on which we receive the receipts. The official exchange rate shall apply, unless the currencies used to pay the invoices were acquired at a less favorable rate. At your request, we can either deduct costs that arise when we make transfers abroad or select special forms of transfer.

- 8.3. **Compensation from other insurance contracts**  
If compensation can be claimed under another insurance contract in the event of an insured event, the other contract shall take precedence over this contract. If you report the damage to us first, we will reimburse you for the costs covered by this rate. We will then clarify with the other insurers whether and how they will contribute to the costs. We do not share the costs with a private health insurance company if you suffer disadvantages as a result, e.g. loss of premium refunds.

## 9 Set-off

Counterclaims can only be set off against our claims if the counterclaim is undisputed or has been legally established.

## 10 What should I bear in mind when sending messages?

All notifications and declarations intended for us should be sent to the head office or to the address stated in the insurance

confirmation in text form (letter, fax, e-mail, electronic data carrier, etc.). The contract language is German.

## 11 Which law applies and when do the claims under the contract expire? To whom do the provisions apply?

**German law shall apply insofar as international law does not conflict with it. The contract language is German.**

**Privacy policy:** We store your personal data for the fulfillment of the contract. You can contact us for more information on our privacy policy and your related rights or find more information at:

<https://www.hmr.de/en/privacy/information.%20>

- 11.1. Any claims arising from this insurance contract become statute-barred after 3 years. The limitation period begins at the end of the year in which the service can be requested. If a claim has been filed by you, the statute of limitations is suspended until you receive our decision in text form.
- 11.2. All provisions agreed upon shall be correspondingly applicable to the insured persons.

## Section III "Specifications"

The following insurance policies only apply if they are co-insured under the tariff concluded by you. In the event of an insured event, benefits that are covered by several insurance policies in these terms and conditions can only be claimed from one insurance policy.

## RRV Travel Cancellation Insurance (TC)

### 1 What services are insured?

The amount of the sum insured must correspond to the trip price. If you take out a lower sum insured, the amount of compensation is reduced in proportion to the sum insured to the cost of the trip (underinsurance). In the event of an insured event, we will pay the contractually owed cancellation costs up to the amount of the sum insured. This also includes a possible mediation fee up to a maximum of 100 EUR per person or per rental unit.

### 2 When is an insured event?

An insured event shall be deemed to have occurred if an insured event occurs after the commencement of the insurance coverage. The insured event affects you or a person at risk and you

- therefore do not commence the trip.
- therefore do not start the trip in time.
- therefore rebook the trip.

We define persons at risk as:

- persons who have booked a trip together with you. This does not apply if more than 5 persons or more than 2 families book a trip together in the case of family fares.
- Your relatives and the relatives of your spouse or life partner. These include:
  - Spouse or partner in a cohabitation similar to marriage
  - Children, adoptive children, stepchildren, foster children
  - Parents, adoptive parents, stepparents, foster parents, grandparents, parents-in-law
  - Siblings, grandchildren, sons-in-law, daughters-in-law, sister(s)-in-law
  - Aunts, uncles, nephews and nieces if the insured event "death" has occurred
- those persons who care for their minor children or relatives who are not travelling with them and who are in need of care

An insured event includes

- 2.1. an unexpected serious illness. Please refer to our explanations in Section V.
- 2.2. a death.

- 2.3. a fatal accidental injury.
- 2.4. a pregnancy or complications during pregnancy.
- 2.5. when you do not or cannot tolerate a vaccination.
- 2.6. a broken prosthesis.
- 2.7. the event of unexpected operational termination of the working relationship by the employer.
- 2.8. if you start an employment relationship of at least one year that is subject to social insurance contributions out of unemployment. The insurance also covers the activity with additional expense allowance (1-EUR-Job).
- 2.9. in the event of a change of employer. This shall apply if
  - the travel time falls during the trial period.
  - the travel time falls within the first 6 months of the new professional activity.
  - the insurance was taken out prior to knowledge of change.
- 2.10. in the case of an examination
  - at a school,
  - at a university,
  - at a university of applied sciences,
  - at a college
 that you do not want to pass and repeat. This applies if the repetition
  - takes place during the insured travel period or
  - up to 14 days after the trip.
- 2.11. if you have not been promoted as a student or if you have not been admitted to the examination, if it is a school trip or a high school stay abroad.
- 2.12. in the event of substantial damage of at least EUR 2,500 to your property as a result of
  - fire,
  - tap water damage,
  - natural disasters or
  - criminal acts of third parties (e.g. burglary).

### 3 Which restrictions of the insurance coverage have to be observed?

- 3.1. Psychological reactions  
We do not provide services for illnesses which, according to the circumstances, have occurred as a psychological reaction to the following events:
  - Terrorist attacks,
  - Airplane or bus accidents,
  - Fear of internal unrest,
  - Wartime events,
  - Natural disasters,
  - Diseases or epidemics.
- 3.2. Loosening or loss of all types of prostheses
- 3.3. When is a deductible payable?  
If we have not agreed otherwise with you in the insurance confirmation,
  - the deductible is payable if
    - the insured event has occurred due to an unexpected serious illness, and
    - the unexpected serious illness was treated on an outpatient basis.
  - your deductible amounts to
    - 20% of the recoverable damage
    - at least 25,- EUR per insured person or per insured rental property

### 1 What must you bear in mind in the event of a claim (obligations)?

- 1.1. Immediate cancellation  
Did an insured event occur? In order to keep costs low, you must cancel your trip immediately at the booking office.

- 1.2. Evidence of damage amount  
You must submit to us the original version of all documents relating to the amount of damage, e.g. the cancellation cost invoice.
- 1.3. Evidence of insured events  
In order to prove an insured event, please send us the original version of all receipts. Medical certificates must contain the diagnosis and the data of the treatment. If we consider it necessary, you must
  - exempt the practitioners from their duty of confidentiality
  - and have yourself examined by a doctor appointed by us.
- 1.4. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

### Section IV Extract from the Insurance Contract Act § 19 Duty of disclosure

(1) The insurance holder must notify the insurer of the circumstances of risk known to him which are relevant to the insurer's decision to enter into the contract with the agreed content and for which the insurer has requested in text form before submitting his declaration of contract.<sup>2</sup> In the event that the insurer poses questions within the meaning of sentence 1 after the insurance holder's declaration of contract but before acceptance of the contract, the insurance holder shall also be obliged to notify the insurer to this extent.

(2) In the event that the insurance holder violates his duty of disclosure pursuant to paragraph 1, the insurer may withdraw from the contract.

(3)<sup>1</sup> The insurer's right of withdrawal is excluded if the insurance holder has not breached the duty of disclosure either intentionally or through gross negligence.<sup>2</sup> In this case, the insurer has the right to terminate the contract by giving one month's notice.

(4) The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure and his right of termination pursuant to paragraph 3 sentence 2 shall be excluded if he would have concluded the contract even if he had been aware of the undisclosed circumstances, albeit under different conditions.<sup>2</sup> At the insurer's request, the other conditions become part of the contract retroactively from the current insurance period in the event of a breach of duty for which the insurance holder is not responsible.

(5) The insurer shall only be entitled to the rights under paragraphs 2 to 4 if he has informed the insurance holder of the consequences of a breach of the obligation to notify by means of a separate notification in text form.<sup>2</sup> The rights shall be excluded if the insurer was aware of the undisclosed risk circumstance or the incorrectness of the notification.

(6) If the premium is increased by more than 10 percent in the case of paragraph 4 sentence 2 as a result of a change in the contract or if the insurer excludes the risk insurance for the undisclosed circumstance, the insurance holder may terminate the contract without notice within one month of receipt of the insurer's notification.<sup>2</sup> The insurer must inform the insurance holder of this right in the notification.

### § 37 Late payment for first premium

(1) If the one-time premium or the first premium is not paid on time, the insurer is entitled to withdraw from the contract as long as payment has not been affected, unless the insurance holder is not responsible for the non-payment.

(2)<sup>1</sup> If the one-time or first premium is not paid when the insured event occurs, the insurer is not obliged to pay, unless the insurance holder is not responsible for the non-payment.<sup>2</sup> The insurer shall only be exempt from indemnification if it has drawn the insurance holder's attention to this legal consequence of non-payment of the

premium by means of a separate notification in text form or by a conspicuous reference on the insurance confirmation.

**§ 38 Delayed payment for subsequent premium**

(1) <sup>1</sup>If a subsequent premium is not paid on time, the insurer may, at the insurance holder's expense, set a payment deadline in text form, which must be at least two weeks. <sup>2</sup>The provision shall be enforceable only if it sets out in detail the amounts of premium, interest and costs in arrears and the legal consequences of the expiry of the period referred to in paragraphs 2 and 3; in the case of grouped contracts, the amounts shall be indicated separately.

(2) If the insured event occurs after expiry of the deadline and if the insurance holder is in default with the payment of the premium or the interest or costs upon occurrence, the insurer is not obliged to indemnify.

(3) <sup>1</sup>The insurer may terminate the contract without notice after the expiration of the deadline if the insurance holder is in default with the payment of the amounts owed. <sup>2</sup>The termination can be combined with the determination of the payment deadline in such a way that it becomes effective upon expiration of the deadline. If the insurance holder is in default of payment at this point in time; the insurance holder must be expressly informed of this in the termination. <sup>3</sup>The termination ceases to be effective if the insurance holder makes the payment within one month of the termination. Or, if it has been associated with the determination of the deadline, within one month of the expiration of the deadline; paragraph 2 remains unaffected.

**Section V Explanatory notes**

We would like you to have a good understanding of your insurance. For this reason, we would like to explain the technical term "unexpected serious illness" and give you some examples. Please bear in mind that the examples provided are not exhaustive.

Insurance covers unexpected serious illness. The illness must be "unexpected" and "severe". First of all, we would define the criterion "unexpected" and then give examples of "serious" illnesses.

Case 1: Any first occurrence of illness after taking out the insurance and after travel booking is regarded as unexpected.

Case 2: The insurance also covers the recurrence of an illness if no treatment has been carried out for this illness in the last 2 weeks prior to conclusion of the insurance policy.

Case 3: Insofar as there has been no treatment for an existing illness within the last 6 months prior to conclusion of the insurance policy, the unexpected deterioration of this illness is also insured.

Regular medical examinations to determine the state of health do not count as treatment. The tests are not carried out on the basis of a specific cause and are not intended to treat the illness.

Examples of serious illnesses (not exhaustive):

- the attending physician has attested that the patient is unfit to travel
- the medically certified health impairment is so severe that the insured person is unable to perform the planned main travel service due to symptoms and complaints of the illness,
- the presence of the insured person is required due to this medically attested illness of a risk-bearing person.

**Examples of "unexpected serious illness" in travel cancellation insurance (not exhaustive):**

- The insured person enters into an insurance policy for a booked trip. She suffers a heart attack for the first time shortly before she starts her trip.
- The mother of the insured person is diagnosed with pneumonia after taking out the insurance and after booking the trip. The mother is dependent on the care of the insured person due to the illness.

- The insured person has an allergy at the time of taking out the policy. No treatment has been carried out for the allergy in the last 6 months before conclusion of the insurance. A strong allergic reaction occurs before departure. The treating physician determines the inability to travel due to the severity of the allergic reaction.

**Examples of "unexpected serious illness" in emergency insurance (not exhaustive):**

- The insured person enters into an insurance policy for a booked trip. She suffers her first heart attack during the trip.
- The mother of the insured person is diagnosed with pneumonia during the trip of the insured person after taking out the insurance and after booking the trip. The mother is dependent on the care of the insured person due to the illness.
- The insured person has an allergy at the time of taking out the policy. No treatment has been carried out for the allergy in the last 6 months before conclusion of the insurance. A strong allergic reaction occurs during the trip. Due to the severity of the allergic reaction, the treating physician recommends an early return trip.

**All conceivable cases are not insured. Example where there is no "unexpected serious illness" (not exhaustive):**

- The insured person suffers from an illness in which relapses are a characteristic feature of the course (e.g. multiple sclerosis, Crohn's disease). A treatment for the existing illness has been carried out in the last 6 months before the conclusion of the insurance contract or travel booking. Therefore, this illness is not insured

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