School Children and Student-Cover
up to 28 years of age

Benefits

Trip Cancellation
1. Cancellation costs if trip not started (incl. booking charges) up to the selected travel price

For journeys which have been booked before insurance has been taken out, cover for benefit 1 does not start until the 10th day after the policy has been taken out (except in cases of accident, death or act of God).

Trip Interruption
2. Reimbursement of booked and unused travel services up to the selected travel price
3. Additional return journey costs up to 100 %

Travel luggage
4. Reimbursement of current value for damaged or lost baggage (e.g. during transport or in the event of theft) up to € 2,000
5. Replacement purchases in the event of delayed luggage at destination up to € 200

Search and rescue
6. Search and rescue costs in the event of accident and distress at sea or in mountains up to € 10,000

Medical services abroad and transport home
7. Transport to hospital/transfer transport up to 100 %
8. Outpatient treatment up to 100 %
9. Inpatient treatment up to € 300,000
10. Transport home if medically necessary (incl. ambulance jet) up to 100 %
11. Transport home after 3 days hospital stay, even if not medically necessary (excl. ambulance jet) up to 100 %
12. Funeral transport charges in the event of death or burial on site up to 100 %

Maximum payment in respect of 7. to 12. In the event of an existing illness unexpectedly becoming acute up to € 10,000

Disability following accident
13. Compensation for permanent disability from 50 % € 40,000

Travel personal liability
14. Damage to property and personal injury lump sum up to € 750,000

24 hour emergency service and immediate assistance worldwide yes

The contractual basis are the EUROPAICHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student- (Group)-Cover.

Cover applies in respect of one trip up to the selected duration of trip. The contractual basis are the EUROPAISCH travel insurance conditions ERV-RVB 2011 with the additional cancellation reasons according to Art. 14, Pt. 2.13. to 2.16., and the amended Art. 14, Pt. 3., whereby the insured event applies for the respective affected insured person. The EUROPAISCHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student -(Group)-Cover can be found on the following pages. All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. With respect to benefits 7 to 9, if no reimbursement of costs is made by the policy-holder’s social insurance, an excess of 20 % applies. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

Insurer: Europäische Reiseversicherung AG, Kratochwjlestraße 4, A-1220 Vienna. Phone +43/1/317 25 00-73930, Fax +43/1/319 93 67. E-mail: info@europaeische.at, www.europaeische.at. Seat in Vienna. Commercial register HG Wien FN 55418y, DVR-Nr. 0490083.

The company belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.


Premium per person

for school children, youngsters and students
up to completion of the 28th year of life at the start of the journey

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<th>Travel price up to</th>
<th>5 days</th>
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* Europe, all states and islands bordering on the Mediterranean, Jordan, Madeira and the Canary Islands

Please note that the maximum sum insured for trip cancellation per person is € 3,000. Higher sums are only valid if approved in writing by Europäische.

Premium for each further month

(maximum 11 months of total travel period):

<table>
<thead>
<tr>
<th>Europe*</th>
<th>Worldwide</th>
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</thead>
<tbody>
<tr>
<td>€ 59</td>
<td>€ 80</td>
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</table>

Emergency number 24 hours a day

Phone +43/1/50 444 00
Europäische Reiseversicherung AG
Kratochwjlestraße 4, A-1220 Vienna
Service Center: Phone +43/1/317 25 00-73930
Fax +43/1/319 93 67
E-Mail: info@europaeische.at
www.europaeische.at
Insured reasons for Trip cancellation / Trip interruption

Trip cancellation/interruption reasons are the following events, if these result in your being unexpectedly unable to commence your journey or having to break it off:

- unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death;
- loosening of implanted joints;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making your presence absolutely necessary;
- pregnancy, if the pregnancy is only determined after booking the journey, or severe pregnancy complications;
- serious damage to your property at the place of residence as a result of acts of God (e.g. flood, storm), fire, burst water pipes or criminal act of a third party, making your presence absolutely necessary;
- loss of job without fault, as a result of notice of termination issued by the employer;
- call-up to basic military service or alternative civilian service;
- submission of an action for divorce to the competent court or, in the case of registered life partnerships, the submission of a petition for dissolution before the trip to be taken jointly by the married couple/civil partners;
- dissolution of the relationship of two partners living together (who have had the same registered address for at least 6 months) by the giving up of the joint residence immediately before the trip to be undertaken jointly by the partners concerned;
- receipt of an unexpected judicial summons;
- failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years.

The following additional travel cancellation reasons are covered by the School Children and Student-Cover:

- unexpected change of school or leaving of school by the insured person before the date of travel of the insured journey;
- failure to pass an examination at a school/university. If the repeat exam is unexpectedly held in the trip period;
- non advancement of a pupil to the next school grade in case of class trips;
- failure in a final examination class of an educational course of at least 3 years’ duration immediately before the insured trip.

Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchil-
dren), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

The insured event shall apply to the insured person concerned.

Restrictions on cover provided

Trip cancellation / Trip interruption

No cover is provided, for example, if the reason for trip cancellation or interruption

- already existed or was foreseeable;
- is connected with an existing illness of the insured person or a person who represents a cancellation risk (e.g. family member), which has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 months
  before the policy is taken out (in the event of trip cancellation) or before the start of the trip (in the event of trip interruption) (excluding check up examinations);

Medical services abroad and transport home

No cover is provided, for example, for

- treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned;
- costs in connection with an existing illness if this illness has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 months
  before the start of the trip (excluding check up examinations).

An existing illness is covered if it unexpectedly becomes medically acute and is not excluded from cover for the above mentioned reasons. In this case the costs generally are reimbursed up to the agreed sum for existing illnesses.

What has to be done if an event insured against occurs?

In an emergency, please telephone our 24 hour emergency number immediately: +43/1/50 444 00

Please notify other events insured against as quickly as possible, by:
- Fax on +43/1/319 93 67-73930
- Post to Europäische Reiseversicherung AG Service Center Kratochwiльstraße 4 A-1220 Vienna
- E-mail to schaden@europaeische.at
- Online Claim Report at www.europaeische.at

If you have any queries please call our Service Center:
Monday to Friday 08:00 to 18:00
Phone +43/1/317 25 00-73930

Detailed information on what has to be observed in the event of a claim is set out in the following.

Claim forms can be requested by telephone, fax, post or e-mail, or can be downloaded from our website.

Trip cancellation: If you are unable to commence your journey, please cancel immediately at the place where you made your booking (e.g. travel agency) and at the same time inform the Europäische Service Center (by fax, letter, e-mail or Online Claim Report).

Please give the following information: your first name and surname, your address, your intended date of travel, the date of cancellation and the reason for cancelling, your booking confirmation and your proof of insurance.

In the event of sickness/accident please have a detailed medical certificate or accident report made out, using the claim form. Enclose the sickness notification sent to your social insurance company and the confirmation concerning medicines prescribed.

Trip interruption: In the event of sickness/accident please have a detailed medical certificate/accident report made out at the place where you have been staying.

If you require assistance in the organisation of your return journey, please call immediately using the emergency number.

Travel luggage:
Damage or loss: It is essential that you obtain written confirmation of the event of damage on site – for example from the police in the event of theft, or from the transport company (e.g. the airline) in the event of damage during transport.
In the event of damage occurring during the flight, please keep your flight tickets including Bag Tag.

Delayed luggage at destination: It is essential that you obtain confirmation of the delay from the transport company (e.g. airline) and keep the receipts for the replacement purchases.

Search and rescue: Please call immediately using the emergency number.

Outpatient treatment: We will reimburse you for the costs, less the social insurance portion. To that end, please send doctors’ and hospital bills to the social insurance organisation as quickly as possible. After the processing of any claims has been completed there, send the documents on to Europäische.

Medical emergency or Inpatient treatment: Please call immediately using the emergency number. We will be happy to advise you and arrange your transport home in an emergency.

Travel personal liability: Do not give any acknowledgement of fault to the injured party, either in the form of written or verbal commitments or payments, and inform the Europäische Service Center immediately.
EUROPÄISCHE travel insurance conditions ERV-RVB 2011
in the version School Children and Student-[Group]-Cover

General section

Article 1  Who is Insured?

Insured persons are the persons specifically named in the proof of insurance.

Article 2  Where does the insurance cover apply?

1. The insurance cover applies in the agreed local area of application.
2. If the agreed local area of application is “Europe” (according to tariff), the insurance cover extends to Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira and the Canary Islands.

Exceptions: Art. 27 and 46 shall apply only abroad, Art. 28 only in the home country.

The country in which the insured person has his/her place of residence or social insurance is regarded as that person’s home country. “Abroad” is deemed to be the agreed local area of application excluding the home country.

Article 3  When does the insurance cover apply?

1. The insurance cover shall apply to one journey up to the selected duration of insurance.
2. The insurance cover begins with the leaving of the town of residence or of second residence or of the place of work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance.

The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusion by means of bank payment for the full amount, on the day after payment has been made, at 0.00 hrs.) and shall end upon the start of the trip. The conclusion of more immediately consecutive journeys shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer.

Article 4  When does the insurance to be taken out?

1. Insurance must be taken out before the start of the journey.
2. For journeys which have been booked before insurance has been taken out, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14).
3. It is not possible to prolong the insurance protection after the start of the journey.

Article 5  When does the premium have to be paid?

The premium shall be paid upon conclusion of the insurance agreement.

Article 6  What is not insured (exclusions)?

No cover is provided in respect of events which
1. are caused deliberately or with gross negligence by the insured person; travel personal liability insurance cover shall not apply only if the insured person deliberately and unlawfully causes the event for which he is liable to the third party. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is how ever accepted;
2. occur in the context of participation in military, military or air force services or operations;
3. are connected with war, civil war, war-like conditions and internal unrest and which affect journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry, if the insured person is unexpectedly overtaken by any of the events stipulated in the travel insurance policy, cover in respect of travel insurance shall cease as from the moment the general security condition changes from certainty to uncertainty; or events which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry, if the insured person is unexpectedly overtaken by any of the events stipulated in the travel insurance policy, cover in respect of travel insurance shall cease as from the moment the general security condition changes from certainty to uncertainty;
4. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
5. are caused by strike;
6. are caused by the suicide or attempted suicide of the insured person;
7. occur in the context of participation in expeditions, or at altitudes of over 5,000 m (unless normally included in the scope of cover); or
8. occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if the activity in question is associated with a hazard which far exceeds the normal risk associated with a journey (not applicable in respect of trip cancellations).

Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15, 24, 29, 34 and 43.

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student-[Group]-Cover the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB 2011 i.d.F. Schüler und Studenten-[Gruppen]-Schutz“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

Article 7  What do the sums insured mean?

1. The insured amount in each case constitutes the maximum payment by the insurer for all incurred events before and during the insured trip.
2. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

What obligations have to be observed to maintain the insurance cover (duties)?

The insured person must fulfil the following obligations, otherwise no payment will be made:
1. to disclose all events that might affect the insurance policy or invalidate the insurance;
2. to immediately inform the insurer about the event insured against;
3. to provide the insurer with full written information about the damaging event and the amount of the loss;
4. truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular employer and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
5. to ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify the insurer immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the claim for compensation;
8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors’ and hospital certificates and invoices, proofs of purchase etc.

In addition to these general obligations, special obligations are set out in Articles 16, 31, and 11.

In the event of the intentional violation of any obligation, the insurer is released from payment; in the event of grossly negligent violation, the insurer is released from payment only ifso far as the violation has influenced the ascertainment of the event insured against or of the amount of the benefit, or has influenced the actual amount of the benefit.

Article 9  How do declarations have to be made?

The written form shall be required for notifications and declarations by the insured person to the insurer.

Article 10  What applies in the event of entitlements from other insurance policies (subrogation)?

All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Article 11  When is the compensation due?

1. Once the insurer’s obligation to pay has been determined in terms of reason and amount, the compensation shall be due not later than two weeks thereafter.
2. If official investigations or proceedings have been initiated in connection with the insured event, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such proceedings.

Article 12  When can insurance claims be assigned or pledged?

Insurance claims can only be assigned or pledged if they have been finally determined in terms of reason and amount.

Article 13  What law is applicable?

Austrian law applies insofar as is legally permissible.

II. Special section

A: Trip cancellation and trip interruption

Article 14  What is Insured?

1. The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. The following provisions related to the journey shall also apply mutatis mutandis to rented property.
2. An insured event shall be if the insured person cannot commence or has to break off the trip for one of the following reasons:
2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis and medical treatment is written into the insurance policy);
2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;
2.3. pregnancy of the insured person, if the pregnancy is only determined after booking the journey. If the pregnancy has already been determined before the booking was made, the cancellation cover shall only be covered if severe pregnancy complications (medical certificate necessary) occur;
2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named to the insurer in writing when the policy is taken out; per booking only one closely related person may be named), making the presence of the insured person absolutely necessary;
The insurer shall refund up to the agreed insured sum.

2.5. serious damage to the property of the insured person at his place of residence as a result of a fire, flood, storm etc., fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;

2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;

2.7. call-up of the insured person to basic military service or alternative civilian service, provided the country has not recognised the booked journey as a reason for postponing the call-up;

2.8. submission of an application for separation by mutual agreement) to the competent court immediately before the insured trip to be undertaken jointly by the partners concerned;

2.9. in the case of registered life partnerships, the insurer’s request for a petition of dissolution (in the case of amicable separation, the corresponding application) immediately before the insured trip to be undertaken jointly by the partners concerned;

2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence immediately by the insured trip to be undertaken jointly by the partners concerned;

2.11. failure to pass the school-leaving certificate examination, or a similar examination at the age of school leaving examination last held at least three years, by the insured person immediately before the date of an insured trip booked before examination;

2.12. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.

The following additional travel cancellation reasons are covered by the School Children Students' Cover (Pt. 2.13. to 2.16.):

3.1. change of school or leaving of school by the insured person before the date of travel of the insured journey;

3.2. necessary repetition by the insured person of a failed examination at a school/university, if the repeat exam is unexpectedly held in the trip period or within 14 days planned end of the trip, and the trip has been booked before the date of the examination which has not been rescheduled;

3.3. non-advancement of a pupil to the next school grade, if the trip is in question is a trip with school transport;

3.4. failure in a final examination class of an educational course of at least 3 years’ duration by the insured person, immediately before the travel date for the insured trip;

3.5. the insured event is not insurable according to the travel insurance contract;

3.6. Family members shall be the spouse (or registered life partner or live-in partner in a joint household) and the children (stepchildren, children-in-law, grandchildren, foster children), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parent and siblings.

Article 15
What is not insured (exclusions)?

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the trip interruption already existed at the start of the journey;

2. the reason for cancellation or curtailment is connected with an existing illness which has been treated;

2.1. on an outpatient basis in the last six months or

2.2. on an inpatient basis in the last nine months before the travel date or in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations);

3. the travel company withdraws from the travel agreement;

4. the specialist doctor/medical examiner (see Art. 16, Sec. 5.) instructed by the insurer does not confirm the incapacity to travel;

5. the reason for trip cancellation is connected with a pandemic or epidemic.

Article 16
What obligations have to be observed to maintain the Insurance cover (duties)?

The insured person must

1. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;

2. report the event insured against to the insurer immediately, stating the reasons for the trip interruption;

3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);

4. immediately send the following documents to the insurer:

- proof of insurance,
- for trip cancellation: cancellation costs invoice and claim form completed in full;
- booking confirmations,
- unused or rebuilt travel documents (e.g. flight tickets); documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate);
- in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric hospital, and proof of notification sent to your social insurance company and confirmation of medicines prescribed;

5. at the insurer’s request, allow himself/herself to be examined by a doctor designated by the insurer.

Article 17
How much is the compensation?

The insurer shall refund up to the agreed insured sum

1. if the event of cancellation of the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event, and any official charges that the insured person has paid to have paid for the grant of a visa. Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were involved on the date on which the trip was booked. The amount is determined by the insurance company and have been taken into account in the amount of the selected insured sum;

- flight tickets: maximum € 70 for price up € 700 (above that amount, a maximum of 10 % of the price);
- package holiday, rail, hotel, ferry, hire cars, etc.: maximum € 25 per person or € 50 per package/family;

Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked, and were not more than € 25 per booking/family;

1. in the event of cancellation of a travel arrangement with included cancellation insurance, the excesses up to a maximum of 20% of the cancellation charges;

2. in the event of trip interruption;

1. the paid but unused parts of the insured trip (excluding the return ticket);
What additional insurance cover is provided?

1. Replacement purchase in the event of delayed luggage at the destination
2. The necessary outlays for essential replacement items for personal use are reimbursed in the event of delayed arrival of luggage at the destination, up to the agreed insured sum (does not apply at the place of residence).

What is covered abroad?

1. An insured event is an acute illness, the occurrence of physical injury caused by an accident or the occurrence of the death of the insured person during a journey abroad.
2. An insured event is an acute illness, the occurrence of physical injury caused by an accident or the occurrence of the death of the insured person during a journey abroad.
3. An insured event shall be the occurrence of an accident during the journey.

What cover is provided in the home country?

1. No cover is provided in respect of
2. The insurer will reimburse, up to the agreed insured sum, the necessary proven costs in respect of:
   a. Transport to the nearest hospital and a transfer transport necessary for medical reasons organised by the insurer;
   b. Outpatient treatment including medically prescribed medicines and dental treatments for the relief of pain (including simple fillings);
   c. Inpatient treatment in a hospital including medically prescribed medicines.
3. The hospital in the country of stay must be generally recognised as a hospital and under permanent medical supervision. Use shall be made of the hospital at the place of stay if the nearest hospital in the home country is expected to last longer than three days, the insurer shall be notified as soon as possible, otherwise the insurer shall be reimbursed for the costs of the treatment up to the day on which there is transport capacity, but not for longer than 90 days from the occurrence of the insured event.
4. The insurer shall, where necessary, provide the hospital abroad with a guarantee of assumption of costs up to the insured sum specified in the insurance document. If an advance payment is necessary in this connection – or in connection with the benefits according to Secs. 2.1. or 2.4. – and the amounts spent by the insured person exceed the assumed costs, the insurer shall refund such to the insured person within one month after submission of invoice.
5. The doctors’ and/or hospital invoices must contain the name, date of birth of the insured person and the details of illness and treatment. The invoices or vouchers must be issued in German, English, Italian, Spanish or French. If this is not the case, the costs of translation shall be charged.
6. The costs of translation shall be charged.
7. The conversion of foreign currencies shall, if evidence of the purchase of such currencies is provided, apply the evidenced exchange rate. The insurance document does not apply for translation of costs of treatment (including ambulance jet), to the home country (or to a neighbouring state if the trip started there).
8. The insurer reimburses the costs of treatment up to the day on which there is transport capacity, but not for longer than 90 days from the occurrence of the insured event.
9. A benefit will only be paid for intervertebral disc hernias if these are the result of a bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on his body, unless an insured event was the cause thereof. If an insured event was the cause thereof, Art. 6, Sec. 10 does not apply.
10. Accidents during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft.
11. Accidents when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident and is not licensed for the "transport of persons" type of use. A driver is deemed to be a person who is in any causal connection with the operation of the aircraft, and is a member of the crew, and is exercising a professional activity by means of the aircraft.
12. Medical services abroad
13. Illnesses shall not be deemed to be accidents, nor shall contagious illnesses be deemed to be consequences of accidents. This shall not apply to tetanus and rabies caused by an accident pursuant to Sec. 2.

What substantive limits to insurance cover apply?

1. An insurance benefit shall only be paid for the physical damage caused by the accident suffered.
2. If an insured event was the cause thereof, Art. 6, Sec. 10 does not apply.
3. Illnesses or infirmities that already existed before the accident influenced the consequences of the accident, the amount of the benefit shall be reduced in accordance with the share of the illness or infirmity, provided such share amounts to at least 25 %.
4. For organically caused impairments to the nervous system, a benefit will only be paid if and to the extent that such impairment is due to organic damage caused by the accident.
5. Medical abnormalities (neuroses, psychoneuroses) shall not be deemed to be consequences of an accident.
6. A benefit will only be paid for intervertebral disc hernias if these are the result of a direct mechanical effect on the spine and column and are not a deterioration of symptoms of an illness existing before the accident.
7. For stomach and abdominal hernias of any kind, benefits shall only be paid if these are directly caused by external mechanical effects and were not inherent.

What obligations have to be observed to maintain the insurance cover (duties)?

The insured person must notify the insurer of the insured event as soon as possible, at the latest at the time at which the costs in accordance with the scope of benefits are incurred. Any organisational measures in connection with the scope of benefits must be made by the insurer; otherwise, no costs will be refunded.

What is covered in the context of existing illnesses?

An existing illness is covered if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Art. 29. In this case the costs as stated in Articles 27 and 28 are generally reimbursed for existing illnesses up to the agreed insured sum.

What obligations have to be observed to maintain the insurance cover (duties)?

The insured person must notify the insurer of the insured event as soon as possible, at the latest at the time at which the costs in accordance with the scope of benefits are incurred. Any organisational measures in connection with the scope of benefits must be made by the insurer; otherwise, no costs will be refunded.
What is permanent invalidity?

1. If it becomes apparent within one year starting from the date of the accident that a permanent invalidity of at least 50 % will remain as a consequence, the agreed-sum will be paid.

2. For the determination of the degree of invalidity, the following rates shall apply:

<table>
<thead>
<tr>
<th>Body Part</th>
<th>Degree of Invalidity</th>
</tr>
</thead>
<tbody>
<tr>
<td>An arm</td>
<td>70 %</td>
</tr>
<tr>
<td>An arm up to above the elbow</td>
<td>65 %</td>
</tr>
<tr>
<td>An arm below the elbow or a hand</td>
<td>60 %</td>
</tr>
<tr>
<td>A thumb</td>
<td>20 %</td>
</tr>
<tr>
<td>Index finger</td>
<td>10 %</td>
</tr>
<tr>
<td>Another finger</td>
<td>5 %</td>
</tr>
<tr>
<td>A leg up to above the middle of the upper thigh</td>
<td>70 %</td>
</tr>
<tr>
<td>A leg up to the middle of the upper thigh</td>
<td>60 %</td>
</tr>
<tr>
<td>A leg up to the middle of the lower leg or a foot</td>
<td>50 %</td>
</tr>
<tr>
<td>A foot</td>
<td>5 %</td>
</tr>
<tr>
<td>Another toe</td>
<td>2 %</td>
</tr>
<tr>
<td>Sight in both eyes</td>
<td>100 %</td>
</tr>
<tr>
<td>Sight in one eye</td>
<td>50 %</td>
</tr>
<tr>
<td>If the sight in the other eye had already been lost before occurrence of the insurance event</td>
<td>45 %</td>
</tr>
<tr>
<td>The sense of smell</td>
<td>10 %</td>
</tr>
<tr>
<td>The sense of taste</td>
<td>5 %</td>
</tr>
</tbody>
</table>

3. In the event of partial loss or partial functional incapacity of the above-mentioned body parts or organs, the rates in Sec. 2. shall be applied pro rata.

4. If the degree of invalidity pursuant to Sec. 2. cannot be determined, the decisive factor shall be the extent to which the physical or intellectual functional capacity is impaired according to the points of view.

5. Two or more rates resulting from Secs. 2. and 4. shall be added together; however, the insurance benefit shall be limited to the insured amount.

When is invalidity established?

1. In the first year after the accident, an invalidity benefit will only be paid if the manner and scope of the consequences of the accident are determined unambiguously from the first medical view.

2. If the degree of permanent invalidity is not unambiguously determined, both the insured person and the insurer shall be entitled to have the degree of invalidity recalled by a doctor annually for up to four years after the date of the accident, and also by the medical commission from two years following the date of the accident.

3. If the degree of permanent invalidity is determined between the accident and four years after the accident, benefits shall only be paid if a permanent invalidity of at least 50 % was clearly to be expected on the basis of the last medical findings. In the event of a later death, there shall be no claim to benefits.

When is the insurance claim acknowledged?

In the event of a benefit for permanent invalidity, the insurer undertakes to declare within three months whether and to what extent it acknowledges an obligation to pay benefits. The periods shall begin with the receipt of the documents that the claimant shall submit in order to determine the cause of the accident and the consequences of the accident and concerning the conclusion of the following process.

What applies in the event of differences of opinion?

1. In the event of differences of opinion concerning the manner and extent of the consequences of the accident or the extent to which the impairments incurred are due to the insured event, and concerning the influence of illness or infirmity on the consequences of the accident and in cases of Art. 37, Sec. 2., the medical commission shall decide.

2. In the differences of opinion reserved for decision by the medical commission pursuant to Sec. 1., the insured person may file an objection within six months after receipt of the insurer’s declaration pursuant to Art. 38. specifying his claim and requesting a decision by the medical commission.

3. If the insurer shall be entitled to request a decision by the medical commission.

4. The insurer and the insured person shall each appoint as members of the medical commission. The doctors shall be appointed by the Medical Chamber competent for the place of residence of the insured person. Before starting their activities, the two doctors shall by mutual agreement appoint a further doctor as chairman, who shall decide within the framework of the limits specified in the expert reports of the two doctors in the event that these doctors cannot agree or can only agree in part.

5. The insured person undertakes to permit himself to be examined by the doctors on the commission and to submit himself to any measures that this commission regards as necessary.

6. The medical commission shall keep minutes of its activity, which shall contain the written justification of the decision. In the event of a failure to agree, each doctor shall set out his view separately in the minutes. If a decision by the chairman is necessary, he shall also set out such with justification in minutes. The files of the proceedings shall be kept by the insurer.

7. The costs of the medical commission shall be determined by the commission and shall be borne in proportion to the extent to which the insurer and insured person prevail. In event of Art. 37, Sec. 2., the costs shall be borne by the party requesting a new determination. The share of the costs to be borne by the insured person shall be limited to 10 % of the insured sum for permanent invalidity.

Which search and rescue costs are refunded?

1. Insured event

The insured person must be recovered because he has suffered an accident, is in distress in the mountains or at sea or there is a justified assumption of one of the situations listed below.

2. Compensation

The insurer shall refund up to the agreed insured sum the proven costs of the search and rescue for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

What is insured?

1. The insured event shall be a damaging event caused by the insured person as a private person during a journey and which gives rise or may give rise to obligations to pay damages as a result of personal injury (see Secs. 3. to 5.)

2. Several damaging events based on the same or similar cause shall be deemed to be one insured event.

3. In all insured events, the insurer shall assume:

3.1. the performance of the obligations to pay damages incurred by the insured person as a result of damages incurred and also by the resulting financial damage on the basis of statutory liability provisions of a civil law content (herein the obligation to pay damages). Purely financial losses are not insured.

3.2. the costs for determining and defending a claim for damages raised by a third person within the limits of Art. 42.

4. Damages to property shall be the damage or destruction of physical objects. Damage to persons shall be damage to health, physical injury or the killing of persons.

5. The insurance shall extend to obligations to pay damages on the part of the insured person resulting from the risks of daily life (with the exception of a business, professional or commercial activity), in particular:

5.1. resulting from the use of bicycles.

5.2. resulting from the non-professional pursuit of sport, excluding hunting.

5.3. resulting from the authorised possession of cutting weapons and firearms and the use thereof as sports equipment and for purposes of self-defence.

5.4. resulting from the keeping of small animals, excluding dogs and exotic animals.

5.5. resulting from the occasional use but not the possession of electric and sailing boats, provided that the steersman holds the licence necessary for the use of the boat.

5.6. resulting from the use of other non-motorised water vehicles and non-motorised model ships and aircrafts (the latter up to 5 kg).

5.7. in the use (excluding wear and tear) of damage to rented residential premises and other rented premises and the inventory contained therein.

What costs are reimbursed?

1. If an all-in insured sum is agreed, this shall apply to damage to property and persons together.

2. The insurer shall cover the judicial and extra-judicial costs appropriate to the circumstances for determining and defending a claim for damages alleged by a third party, even if such claim proves to be unjustified.

3. The insurance also covers the costs of the defence conducted on the instructions of the insurer in criminal or disciplinary proceedings. Costs pursuant to Secs. 2. and 3. and ambulance costs shall be set off against the insured sum.

4. If the settlement of a claim for damages demanded by the insurer fails as a result of the resistance of the policy holder, and if the insurer declares by registered letter that it intends to contract a share of the damages at the disposal of the injured party, the insurer shall not bear responsibility for the additional expenditure incurred following the said declaration with respect to the main claim, interest and costs.

What is not covered (exclusions)?

1. The insurance shall not extend to claims to damages resulting from damage caused by the insured person or persons acting for him through the possession or use of use of air vehicles or aircraft.

2. Nor shall the insurer cover apply to:

2.1. claims going beyond the scope of statutory compensation obligations by virtue of a contract or a particular undertaking;

2.2. the performance of contracts and substitute performance;

2.3. damage suffered by the insured person himself and his family members (spouse, relatives in the direct ascending and descending line, parents-in-law, adoptive and step-parents, siblings living in the joint household; extra-marital communities shall be the equivalent to marital communities in their effects; adoptive and step-parents, siblings living in the joint household; extra-marital communities shall be the equivalent to marital communities in their effects; non-atmospheric precipitation, and damage resulting from other rented premises and the inventory contained therein.

2.4. damage caused by pollution or disturbance to the environment.

2.5. damage arising in connection with a psychological disease of the insured person.

3. Insurance shall not extend to obligations to pay damages as a result of damage to:

3.1. objects borrowed, rented, leased, hired or taken into custody by the insured person or persons acting for him (excluding Art. 41, Sec. 5.7.);

3.2. objects where the damage is incurred during or as a result of their use, transport, processing or other activities on or with them;

3.3. objects as a result of gradual emission or gradual effect of temperature, gases, vapours, liquids, humidity or non-atmospheric precipitation, and damage resulting from nuclear events and contamination by radioactive materials.

4. Obligations to pay damages resulting from the loss or displacement of physical objects are not covered.

5. Damaging events the cause of which takes place in the time before the start of the insurance are not covered.

What obligations have to be observed to maintain the insurance cover (duties)?

The insured person shall in particular notify the insurer of:

1. the assertion of a claim for damages;

2. the service of a penal order and the commencement of criminal, administrative penal or disciplinary proceedings against the policyholder or the insured person;

3. all measures taken by third parties, the judicial or administrative assertion of claims for damages. The insured person shall not be entitled to acknowledge or settle a claim for damages in whole or in part without the prior consent of the insurer.

Is the insurer responsible for?

The insurer shall be authorised to issue on behalf of the insured person all declarations appearing expedient to it within the framework of its obligation to pay benefits.

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