

#### Terms and Conditions 2017/2018

This policy is effective for policy holders with a start date of March 1, 2017 - February 28, 2018

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### Before Going to a Doctor or Hospital & How to Submit a Claim

When you are traveling outside of the US, you have a free choice of medical facility. If you need assistance locating a medical facility in your area, you may contact CareMed Assist. When you are in the United States, access to covered medical services is provided by PHX Preferred Provider Network also known as First Health Network. Referral can be obtained by calling the toll-free emergency number of the assistance center or by visiting the CareMed website at <a href="https://www.caremed-assistance.com">www.caremed-assistance.com</a>.

Kindly note that when calling or visiting a physician or medical facility, please make sure to present your CareMed insurance confirmation and to mention that you are "insured under the CareMed insurance plan which is part of the First Health Network".

There are two claim centers that process claims for CareMed international travel insurance. The claim center that services you is based on the country you travel to.

#### Claim Center 1

If your travel destination is North and South America CareMed Claims CISI Claim Department 1 High Ridge Park Stamford, CT 06905, USA Opening hours: 9:00 am – 5:00 pm EST Phone: +1 203-399 5130 Phone: +1 866-404 2062 (press #1)

Fax: +1 203 399 5596

E-mail: claimhelp@culturalinsurance.com

#### Claim Center 2

If your travel destination is:
Any other country, excluding North and South America
CareMed Claims
ACE European Group Limited
Direktion für Deutschland
Lurgiallee 12
60439 Frankfurt, Germany

Opening hours: 8:30 am - 5:00 pm CET Phone: +49 (0)69-756 13 6722

Fax: +49 (0)69-756 13 4350

E-mail: claims.service@acegroup.com

- Within 60 days after incurring the first medical bill mail, e-mail or fax the following to the appropriate claim center (you may send all documents by e-mail upfront, our claims staff will request original documents if needed):
  - claim form completed by the insured or legal representative
  - all itemized bills, receipts and records related to a particular claim (please keep in mind to make copies for your own records)
  - medical reports from the physician including any reports, laboratory and x-ray documents, etc.

Enclose in one envelope and send to the appropriate claim center above. The insurer reserves the right to refuse payment if the reason and the necessity for the treatment can no longer be established as a result of the claim being filed late or incomplete.

- 2. Call the CareMed Assist 24-hour number prior to being admitted to a hospital or before surgery. Standard phone costs may apply.
- Present the CareMed confirmation to every medical service provider prior to receiving treatment.
- The physician or other medical service provider may contact the Claim Center number or CareMed Assist to obtain a verification of benefits.
- 5. The insured should complete the claim form for each claim event. Additional claim forms can be obtained on CareMed's website <a href="https://www.caremed-assistance.com">www.caremed-assistance.com</a> or by contacting the claim center.
- 6. There may be instances where the insured will be asked to provide payment to the physician/medical facility prior to receiving medical care. If this situation occurs, we recommend the following steps:
  - a) Contact CareMed Assist and explain the situation. CareMed Assist will be able to confirm to the physician/medical facility the benefits, terms and conditions of the insurance and that you are eligible.
  - b) If applicable, CareMed Assist can provide the physician/ medical facility with a letter guarantee.
  - c) If the physician/medical facility stills requires the insured to pay in advance, all the insured needs to do is complete a CareMed claim form and submit the claim form with any and all applicable information as outlined under the claims provision.

If you have a general question about the CareMed travel insurance plan you may check the CareMed website at <a href="www.caremed-assistance.com">www.caremed-assistance.com</a> or contact CareMed Assist. If you have questions about an existing claim contact the claim center.

Due to privacy protection only the claims offices are able to provide any information about submitted claims.



#### CareMed Assist -24-Hour Emergency Medical Assistance Service

Your CareMed insurance plan includes CareMed Assist, a worldwide 24-hour emergency medical assistance service. Multilingual help and advice may be furnished for the insured in the event of an emergency during the policy term. To access these services you must call CareMed Assist at the phone numbers shown below. Please note, the phone number you call is based on the country you travel to.

### CareMed Assist 24-Hour Medical emergency numbers and e-mail:

North and South America +1-855-657 3434 E-mail: caremed-assist@axa-assistance.us

All other destinations

+49 69 75613 6991
E-mail: caremed-assist@axa-assistance.de

- CareMed Assist must approve and arrange all medical transportation services insured under this policy. Failure to contact CareMed Assist prior to arranging the following transportation services may result in a denial or reduction of claims payment.
  - · Return to the insured's home country
  - Transportation and subsistence allowance for parents
  - Medical repatriation
  - · Repatriation of remains
- Here is a brief summary of the additional services provided under CareMed Assist

#### **Medical Assistance**

- Referral to First Health Network
- Medical monitoring
- Prescription drug replacement/shipment
- Emergency message transmittal

#### **Travel Assistance**

- Assistance in obtaining emergency cash (CareMed Assist can assist you in obtaining an advance of funds for travel emergencies by coordinating directly with your family, or your credit card company, bank, employer, plan sponsor or other sources of credit.)
- Lost or delayed luggage tracking if lost on a common carrier
- Replacement of lost or stolen airline ticket

#### **Technical Assistance**

- · Locating legal services
- Bail bond services

#### **Product Information Sheet**

This information sheet is intended to give you a quick overview of the various options available. Please note, however, that this does not contain all of the information relating to your policy. For a full version of the contents of the policy, kindly refer to the terms and conditions of insurance. Each of the following options for insurance cover is only valid if it is explicitly concluded by you, i.e. it is included in the insurance cover selected by you!

#### What type of insurance is this?

The CareMed International Travel Insurance plan is a travel insurance that is valid for a limited period while you are outside your home country. The scope of the insurance and the individual benefits associated with your policy are determined by the insurance plan you select.

What is the scope of your insurance cover?

a) Travel Health/Accident Insurance (HA)

Travel health/accident insurance covers essential medical treatment for illness or injury suffered while traveling outside your home country during your period of coverage. This includes treatment by a doctor, treatment in hospital and medication. For a full description of the cover provided, please refer to section "Travel Health/Accident Insurance".

b) Travel Accident Indemnity Insurance (I)

If you purchase the travel accident indemnity benefit the plan will pay a one-time sum (invalidity benefit) if you suffer permanent disability as a result of an accident (e.g. restricted mobility, paralyses or amputation). The level of invalidity benefit depends on the agreed insurance sum and on the degree of impairment. For a full description of the cover provided, please refer to section "Travel Accident Indemnity Insurance".

c) Travel Assistance Insurance (T)

If your insurance plan includes travel assistance insurance the insurer covers expenses for transport and accommodation for close family members, in the case you are hospitalized due to a life threatening condition or you will be hospitalized as an inpatient for a certain period of time. For full description of travel assistance insurance (T) please refer to section "Travel Assistance".

d) Travel Luggage Insurance (L)

If you purchase the travel luggage insurance benefit this plan will cover checked lost or damaged luggage or if luggage is lost or damaged as a result of theft, fire or elemental occurrences. For a full description of the cover provided please see section "Travel Luggage Insurance".

e) Travel Third Party Liability Insurance (3)

If your insurance policy includes travel third party liability insurance, you are covered during your journey against the dangers of everyday life for which you are responsible for and must therefore remunerate others. In such cases the insurer not only regulates the damages, but also checks whether, and to what extent, a compensation liability exists. Unjustified claims for compensation are reviewed and managed by the insurer on your behalf and, to this extend, the plan also provides legal protection in case of unjustified liability claims. For a full description of the cover provided, see section "Third Party Liability Insurance".

When do premiums need to be paid?

Insurance premiums shall be paid to CareMed prior to the start of insurance. In cases which the policy is sent after the start of coverage, premium must be paid within 14 days of receipt of the policy.

#### What is not insured?

Some events are excluded from insurance cover. In particular, no insurance cover exists for the following in all fields: If the policy holder or the insured person has willfully instigated the event covered by the insurance.

- In connection with travel health/accident Insurance:
- Any injury or illness which is a pre-existing condition.
- In connection with travel accident indemnity Insurance:
   For accidents in which drunkenness or drug consumption played a role. Accidents caused by mental disorders or impairment of
- consciousness.
  In connection with travel luggage insurance:
  Cash/money, securities, tickets and documents of any and every kind and jewellery/valuables left in check-in luggage and in parked vehicles.
- In connection with travel assistance:
  - Arrangements that have not been coordinated through CareMed Assist.
- In connection with travel third party liability insurance:
   For damage to lent, leased or rented items or property of the host family, except as provided under the host family homeowner coverage.

What obligations arise at the time of conclusion of contract?

At the time of conclusion of contract you must have disclosed all information fully and truly. If you fail to do so, your insurance cover is endangered.

What obligations do you have to fulfill if an event covered by the insurance occurs?

Make sure that the damage incurred remains as small as possible. Avoid everything that might lead to an unnecessary increase in costs. Notify the insurer immediately about the damage incurred. For further obligations, please refer to "General Obligations & Provisions" and "General Obligations & Provisions for the personal liability benefit" hereunder.

What are the legal consequences if you fail to meet your obligations? Very important: If you violate your obligations, the insurer is entitled to reduce the benefits due by an amount corresponding to the gravity of the violation. This can even lead to a complete loss of insurance



cover. For more details in this connection, please refer to "General Obligations & Provisions" and "General Obligations & Provisions for the Personal Liability Benefit".

When does your insurance cover begin and when does it end? The insurance cover begins with the payment of the premiums at the earliest, though not before the agreed date of commencement, and it ends on the agreed expiry date.

### Preamble to the CareMed International Travel Insurance

CareMed GmbH provides the insured with international travel insurance programs marketed under the CareMed® trademark.

The insurer is ACE European Group Limited with offices in Frankfurt, Germany, designated as "The insurer" in the following. The insurer offers insurance coverage based upon the insurance policy coverage options selected.

Gold G, Silver S and Bronze B establishes the framework of benefits in the CareMed travel insurance plan. Benefits may be agreed upon without a deductible "A" or with a deductible of €/US\$ 50 "B", €/US\$ 100 "C", or €/US\$ 250 "D" per claim event. The type and extent of benefits, the geographical limits as well as the inception and termination of insurance coverage are explained in the insurance code below and documented on the CareMed insurance confirmation. This brochure contains a description of the insurance benefits and CareMed Assist services. All insurance plans include CareMed Assist.

Please ensure you read all limitations, exclusions and provisions of this plan as there are some conditions not covered hereunder.

Insurance codes (indicated on the policy and confirmation)

HA - Travel Health/Accident Insurance
X - Hazardous Sports Coverage
E - Emergency Travel Insurance
I - Travel Indemnity in case of accident

T - Travel Assistance

L - Travel Luggage Insurance
3 - Travel Third Party Liability
TC - Trip Cancelation Insurance

Z1 - Destination: worldwide including USA &

Canada, except home country

Z2 - Destination: worldwide except USA

Canada, and home country

This insurance does not apply to the extent that trade or economic sanctions (e.g. OFAC) or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

For a list of OFAC sanctioned countries,

please visit:

http://www.treasury.gov/about/organizational -structure/offices/Pages/Office-of-Foreign-

Assets- Control.aspx

L - Long-term S - Short-term

G - CareMed Gold Plan

(unlimited medical coverage)

S - CareMed Silver Plan

(€/US\$ 250.000 max. medical coverage)

B - CareMed Bronze Plan

(€/US\$ 50.000 max. medical coverage)

A - No Deductible
B - €/US\$ 50 deductible
C - €/US\$ 100 deductible
D - €/US\$ 250 deductible

Example of insurance codes in a policy number:

#### HAITL3Z1LGA

- Comprehensive option (Travel Health/Accident Insurance, Travel Indemnity in case of accident, Travel Assistance, Travel Luggage Insurance, Travel Third Party Liability Insurance)
- Worldwide including USA & Canada
- Long-term
- Gold coverage
- No deductible in case of medical costs

#### HAZ1LSB

- Travel Health and Accident Insurance
- Worldwide including USA & Canada
- Long-term
- Silver coverage
- €/US\$ 50 deductible



#### Identity of the Insurer:

ACE European Group Limited 100 Leadenhall Street, London, EC3A 3BP Registered in England, Company No. 1112892. ACE European Group Limited is rated A+ by Standard & Poor's and A+ by A.M. Best

Policy bound via ACE European Group Limited Direktion für Deutschland Lurgiallee 12, 60439 Frankfurt am Main, Germany

Company register number: HRB Frankfurt 58029

The headquarters of the company is London, United Kingdom.

#### Main business activity

The operation of all divisions of property and personal insurance (not however life and substitutive health insurances), Business of the reinsurance and sales and distribution of all kinds of insurance.

#### Supervisory authority

ACE European Group Limited is authorized and regulated by the Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA, UK... In addition, ACE Germany is regulated by the Federal Supervisory Authority for Financial Services (BaFin), Graurheindorfer Str. 108, 53117 Bonn, www.bafin.de.

Information concerning the insured benefits

#### Essential features / legal basis

The basis of the insurance contract are your application (insofar as available), these insurance terms and conditions, into which our tariff provisions have been integrated, your insurance policy and the law governing insurance contracts [VVG].

This insurance insures you against incidents with the benefits listed in your insurance policy and defined below. We as insurer provide the contractually agreed insurance benefits within the framework of these insurance terms and conditions.

#### Costs and mode of payment

With the exception of the premium stated in the insurance policy (incl. statutory insurance tax) no other costs are to be borne by you for the conclusion of the contract and the insurance cover.

The premium is to be paid by you according to the mode of payment stated in the insurance policy;

#### Period of validity

These insurance terms and conditions can be changed by us for new, not however for existing contracts, at all times. We are bound to our offer (quotation) for 30 days.

#### Conclusion of your contract

The contract has been concluded through our confirmation of cover. Begin of the contract and your insurance cover is the date stated in the insurance policy,



#### Instructions concerning revocation

1. Right of revocation

You can revoke your contractual declaration within 14 days without stating any reasons in a text form (e.g. letter, fax, e-mail).

The deadline shall begin on the date after you have received the insurance policy, the contractual provisions including our General Insurance Terms and Conditions as well as the contractual information according to § 7 Par. 2 of the law governing insurance contracts and these instructions in a text form

In electronic business transactions (online application or online conclusion of contract) the deadline for revocation shall not begin before we have also satisfied the additional duties which especially apply to this sales method according to § 312e Par. 1 Sentence 1 BGB (means for correcting input errors, confirmation of the application).

In order to safeguard the deadline for revocation it is sufficient for the revocation to be sent in time. The revocation is to be directed at CareMed: CareMed GmbH, Budapester Str. 4, 53111 Bonn, Germany, E-Mail-address: info@caremed-travel.com.

2. Consequences of revocation

In the event of an effective revocation your insurance cover shall end and we shall reimburse you the part of your premium which relates to the period of time after receipt of the revocation.

We can retain the part of your premium, which relates to the period of time until receipt of the revocation if you have approved that the insurance cover shall begin before expiry of the deadline for revocation. If you have not granted such consent or if the insurance cover only begins after expiry of the deadline for revocation we shall reimburse you the total premium.

We shall reimburse you premiums immediately; by no later than 30 days after receipt of the revocation.

3. Special instructions

Your right of revocation is excluded if the con-tract was satisfied in full by both parties at your express wish before you exercised your right of revocation.

The right of revocation does not exist with con-tracts with a term of less than one month.

#### Term and conditions of termination

The contract shall apply to the period of time stated in the insurance policy.

#### Legal system and place of jurisdiction

German law shall govern the contractual relationship. The place of jurisdiction for actions from the insurance contract against ACE is Frankfurt am Main. If you are a natural person the course shall also have local jurisdiction in the district of which you have your place of residence at the time when the action is filed or, in the absence of such, your customary place of stay.

If you are a natural person actions from the insurance contract against you must be filed at the court that has jurisdiction for your place of residence or, in the absence of such the place of your customary place of residence. If you are a legal entity the court of jurisdiction is determined according to your registered seat or your branch.

If your place of residence, registered seat or your branch is located in a state outside of the European Union, Iceland, Norway or Switzerland, the place of jurisdiction is on the other hand Frankfurt am Main.

#### **Contract language**

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

#### Ombudsman

Our company is a member of the association of insurance ombudsmen. You can thus use the free out of court reconciliation proceedings for all non-health products.

The insurance ombudsman can deal with complaints up to an amount in dispute of currently  $\in$  100,000.--.

We undertake with decisions up to an amount of € 10,000.—to waive addressing a court and to acknowledge the arbitration award of the ombudsman.

The insurance ombudsman can be contacted at

beschwerde@versicherungsombudsmann.de P. O. Box 080632, 10006 Berlin.

### Complaints can also be launched at the relevant regulatory authority

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

The possibility to take legal action would remain unaffected for you if you contacted the Ombudsman or the BaFin.



### **General Information for CareMed Travel Insurance**

#### Sect. 1 Who is insured?

The persons named in the policy application form or in the Policy Schedule shall be insured provided such persons are at least 6 years old and under the age of 70 on the effective date of insurance, their policy application is confirmed by CareMed and the premium has been paid to CareMed.

#### Sect. 2 Where is coverage provided

The policy shall provide coverage on a covered trip/program for travel destinations worldwide. We divide travel destinations into two zones

- Zone 1 travel destinations worldwide incl. USA & Canada, except home country
- Zone 2 travel destinations worldwide except USA, Canada, & home country

Insurance coverage shall not apply in the home country of the insured.

#### Sect. 3 When does the insured's coverage begin and end?

- 1. The policy shall commence at 12:01 A.M. on the later of:
  - a) The effective date selected by the insured, provided the appropriate premium has been paid prior to the start of the covered trip/program; or
  - b) On the date CareMed accepts the policy application and premium; or
  - c) The moment the insured departs the home country.
- 2. The policy shall end on the earlier of:
  - a) 11:59 P.M. on the day stipulated on the insurance confirmation as the termination date of insurance; or
  - b) Upon the return of the insured to his/her home country; or
  - c) To the date through which premiums have been paid.
- The maximum term of coverage for any policy period may not exceed 13 months.
- 4. Insurance coverage shall extend beyond the termination date specified on the insurance confirmation if:
  - a) The insured's return journey is held up due to delays in transportation for which the insured cannot be held responsible, but for no longer than 72 hours;
  - b) The insured is hospitalized on the expiration date of the policy or determined by a physician to be unfit to be transported, up to a maximum period of 90 days; and
  - c) It can be established that the duration of the school year prolongs due to an unforeseen event. For such extension the insured must notify CareMed in advance and additional premium applicable for this policy year must be paid in advance of the extension.

If the insured refuses to pay the extension premium, coverage will end on the original termination date on the insurance confirmation.

#### Sect. 4 Can the insured extend the policy?

Original insurance contracts are not extended however, the insured may reapply for additional policy periods subject to the terms of insurance available at that time. Pre-existing conditions will not be covered in a subsequent period of coverage.

#### Sect. 5 What insurance benefit limits apply?

The benefit limits under the policy are in US\$ or € currency based upon the country the insured has traveled to:

USA & Canada: Benefit limits are in US\$

Any other country except USA & Canada: Benefit limits are in €

#### **Schedule of Benefits**

The following coverages are not available to all insureds. The policy number on your CareMed insurance confirmation defines what coverages are available to you. Please refer to insurance codes on page 3 to interpret your policy number and the coverages available to you.

Travel Health/Accident Insurance (HA)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Benefit period: expense	s incurred during the	insured's period o	f coverage
Medical expenses in case of injury, accident & acute illness	€/US\$ Unlimited	€/US\$ 250.000	€/US\$ 50.000
Deductible options – per Injury or illness	€/US\$ 0, 50, 100, 250	€/US\$ 0, 50, 100, 250	€/US\$ 0, 50, 100, 250
Medical repatriation	€/US\$ 100.000	€/US\$ 50.000	€/US\$ 25.000
Repatriation of remains	€/US\$ 25.000	€/US\$ 25.000	€/US\$ 25.000
Non-emergent emergency room illness deductible (only for the USA & Canada)	US\$ 250	US\$ 250	US\$ 250
Choice of physician/hospital	USA: for First Health Network contact the Assistance provider or <a href="https://www.caremed-assistance.com">www.caremed-assistance.com</a> In other countries: free choice		
Emergency dental care – relief of pain	€/US\$ 500	€/US\$ 250	€/US\$ 100
Dental treatment in case of accident	€/US\$ 1.500	€/US\$ 750	€/US\$ 500
Psychiatric evaluation	€/US\$ 500	€/US\$ 250	€/US\$ 100
Mental / nervous disorder	€/US\$ 500	€/US\$ 250	€/US\$ 100
Out-patient:			
Physiotherapy	€/US\$ 750	€/US\$ 500	€/US\$ 250
Diagnostic x-ray, ultrasounds and lab services	€/US\$ 1.000	€/US\$ 500	€/US\$ 500
Diagnostic CAT scans and MRI	€/US\$ 2.000	€/US\$ 1.000	€/US\$ 1.000
Medical aids The above medical bene	€/US\$ 250	€/US\$ 150	€/US\$ 100

The above medical benefits are subject to the terms, limitations and exclusions of this policy.

of this policy.			
Emergency Travel Insurance (E)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Emergency dental care –relief of pain	€/US\$ 500	-	-
Dental treatment in case of accident	€/US\$ 1.500	-	1
Medical repatriation	€/US\$ 100.000	-	
Repatriation of remains	€/US\$ 25.000	-	Ē
Travel Accident Indemnity Insurance (I)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Death	€/US\$ 13.000	€/US\$ 13.000	€/US\$ 13.000
* Complete disability	max. €/US\$ 50.000	max. €/US\$ 50.000	max. €/US\$ 10.000
Salvage search and rescue charges	€/US\$ 5.000	€/US\$ 5.000	€/US\$ 5.000

\* Covers compensation for disability and loss of life or limb. Medical costs resulting from accidents are covered within the travel health insurance and are subject to the maximum limits.

subject to the maximum			
Travel Assistance (T)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Family reunion benefit	€/US\$ 2.500	€/US\$ 2.000	€/US\$ 1.500
Interruption of trip Benefit (available for long-term traveler only – 3 months +)	€/US\$ 2.000	€/US\$ 1.500	€/US\$ 1.000
Travel Luggage Insurance (L)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Deductible any one event (does not apply to checked luggage)	€/US\$ 50	€/US\$ 50	€/US\$ 50
Theft/damage of personal property	€/US\$ 1.500	€/US\$ 1.000	€/US\$ 500
Valuables (Watches , laptop, etc)– 50% of sum insured	€/US\$ 750	€/US\$ 500	€/US\$ 250
Checked luggage delay	€/US\$ 500	€/US\$ 500	€/US\$ 500
Eyeglasses and contact lenses	€/US\$ 250	€/US\$ 250	€/US\$ 250
Lost airline ticket	€/US\$ 100	€/US\$ 100	€/US\$ 100
Travel Third Party Liability Insurance (3)	CareMed GOLD	CareMed SILVER	CareMed BRONZE
Personal liability	€/US\$1,000.000	€/US\$ 100.000	€/US\$ 50.000
Damage to property	€/US\$ 150.000  Overall for personal liability and damage to property not to exceed €/US\$1.000.000	€/US\$ 25.000  Overall for personal liability and damage to property not to exceed  €/US\$ 100.000	€/US\$ 15.000 Overall for personal liability and damage to property not to exceed €/US\$ 50.000
The aggregate limit for the	e personal liability cove	erage per insured equ	als the limit

above



#### **General Definitions**

Acute shall mean having rapid onset, not chronic.

**Automobile** means a land motor vehicle, trailer, or semi-trailer (including any machinery or apparatus attached thereto) registered or licensed for travel on public roads.

**Benefit period** shall mean the allowable time period the insured has to receive treatment for a covered injury or illness.

**Chronic disease** shall mean a condition that is long-lasting and recurrent, or characterized by long suffering.

**Covered trip/program** means any class of scheduled foreign travel, shown in the application for which the insured paid the required premium to CareMed. This policy shall not apply when the insured is in his/her permanent place of residence.

**Deductible** shall mean the amount of covered expenses which is the insured's responsibility to pay before benefits under this plan are payable.

**Eligible person** means a person who is at least 6 years old and has not yet reached the age of 70 on the inception of the insurance, for which enrollment has been confirmed and accepted by CareMed prior to the inception of the insurance, and the insurer has been notified and the appropriate premium has been paid.

**Extreme sports** shall mean an athletic pursuit that involves a high degree of danger or risk.

**Family member** shall mean a spouse, parent, grandparent, sibling or child of the insured person.

Home country shall mean the country where the insured person; 1) has his or her true, fixed and permanent home and principal residence; and 2) has declared with CareMed at time of enrollment.

Hospital shall mean except as may otherwise be provided, a hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care and treatment of sick or Injured persons with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision, shall mean a place that

- 1. is legally operated for the purpose of providing medical care and treatment to sick or injured persons for which a charge is made that the insured person is legally obligated to pay in the absence of insurance;
- provides such care and treatment in medical, diagnostic, or surgical facilities on its premises, or those prearranged for its
- 3. provides 24-hour nursing service under the supervision of a registered nurse at all times; and
- 4. operates under the supervision of a staff of one or more doctors. Hospital also means a place that is accredited as a hospital by the Joint Commission on Accreditation of Hospitals, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

Hospital does not mean:

- a convalescent, nursing, or rest home or facility, or a home for the aged;
- a place mainly providing custodial, educational o rehabilitative care; or
- a facility mainly used for the treatment of drug addicts or alcoholics.

**Host family** means the person(s) responsible for providing the insured's room, board, general welfare, and care while on a covered trip/program.

**Illness** shall mean sickness or disease of any kind contracted and commencing while this plan is in force. Any complication or any condition arising out of an illness for which the insured is being treated or has received treatment will be considered as part of the original illness.

**Insured** You or your, means an eligible person while covered under this Policy.

**Injury** shall mean bodily injury caused solely and directly by violent, accidental, external and visible means independent of Illness.

**Inpatient** shall mean if the insured is confined in an institution and is charged for room and board.

Insurer means ACE European Group Limited.

**Mental and nervous** shall mean any condition or disease listed in the most recent edition of the International Classification of Diseases as a mental disorder, which exhibits clinically significant behavioral or psychological disorder marked by a pronounced deviation from a normal healthy state and associated with a present painful symptom or impairment in one or more important areas of functioning. This disease must not be merely an expectable response to a particular stimulus. Mental illness does not mean learning disabilities, attitudinal disorders or disciplinary problems.

**Mountaineering** shall mean the sport, hobby or profession of walking, hiking and climbing up mountains either: 1) utilizing harness, ropes, crampons or ices axes; or 2) ascending 4,500 meters or above.

Non-emergent emergency room illness deductible shall mean the amount of covered expenses which is the insured's responsibility to pay, when services are rendered in an emergency room for an illness. This deductible shall be waived when: 1) The insured has been admitted to the hospital as an inpatient; or 2) the illness is life threatening. For the purpose of this definition, life threatening shall mean a strong possibility that the illness or situation will kill them.

Outpatient shall mean if the insured receives care in a hospital or another institution, including: ambulatory surgical center; convalescent/skilled nursing facility; or physician's office, for an illness or injury, but who is confirmed and is not charged for room and board.

**Parachuting** shall mean an activity involving the breaking of a free fall from an airplane using a parachute.

**Period of coverage** shall mean the policy period issued by the insurer to the insured, beginning with when the coverage begins and ending with when the coverage ends.

**Physician** means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such definition will exclude chiropractors and physiotherapists.

**Pre-existing condition** shall mean any injury or illness which meets the following criteria:

Condition(s) that would have caused a person to seek medical advise, diagnosis, care or treatment during the 12 month prior to the effective date of coverage and/or condition(s) for which manifestation, medical advise, diagnosis, care or treatment was recommended, received or noticed during the 12 month prior to the effective date of coverage.

#### Prescriptions:

- Must be prescribed by physician, as the result of a covered injury or illness under the CareMed insurance plan
- Prescriptions are always paid up-front (Pay and submit). The insured must complete and submit a claim form for reimbursement.
- 3. The prescription receipt must be submitted along with the claim form (general store receipts are not acceptable).

Reasonable and customary shall mean the maximum amount that the insurer determines is reasonable and customary for covered expenses the insured person receives, up to but not to exceed charges actually billed. The insurer's determination considers:



- amounts charged by other service providers for the same or similar service in the locality where received, considering the nature and severity of the bodily injury or illness in connection with which such services and supplies are received;
- any usual medical circumstances requiring additional time, skill or experience; and
- other factors the insurer determines are relevant, including but not limited to, a resource based relative value scale.

#### Rehab is covered as follows:

Inpatient: In the hospital only, rehab centers are not covered. Outpatient: Rehab centers are covered up to the limit under the physiotherapy benefit.

#### Travel Health/Accident Insurance (HA)

The insurer shall pay for all covered expenses incurred while the insured is traveling outside his/her home country for treatment of an acute illness or injury up to the limit as stated in the "Schedule of Benefits". Covered expenses shall be those expenses that are medically necessary, listed below and which are not excluded in the "Exclusions and Limitations":

- a) Reasonable and customary charges made by a physician for diagnosis, treatment and surgery. In addition, the insurer shall pay for examination and treatment methods and medicine which have also proved to be successful or are applied in practice because no classical medical examination or treatment method or medicine is available. The insurer can reduce the benefit amount paid under the policy to the amount which would have incurred if existing methods or medicine were applied;
- b) Necessary medical treatments and examinations due to pregnancy are also deemed to be insured events, as long as the pregnancy did not exist prior to the commencement of the insurance cover. The waiting period prior to the delivery is 8 month and counts from the beginning of the insurance cover or from the beginning of the extension if the primary contract was extended. If the pregnancy existed prior to the commencement of the insurance contract, cover includes antenatal examinations, treatment, delivery and abortions if necessary due to an unforeseen acute decline in the health of the mother or unborn child.

Costs of treatment:

- examination and treatment for pregnancy, unless the pregnancy existed at the start of the insurance contract or the renewal contract.
- treatment for spontaneous abortion
- childbirth on expiry of the qualifying period.
- c) Medical treatment and preparations as prescribed by a licensed physician for the insured;
- d) In-patient care in generally recognized hospitals;
- e) Transportation, as may be deemed medically necessary, to the nearest hospital in the agreed upon geographical area for the purpose of inpatient care and return transportation to the insured's accommodation;
- f) Hearing and speaking devices, walking aids, supporting apparatuses, orthopaedic supports, orthopaedic shoes, bandages, hernia supports, elastic stockings, artificial limbs and wheelchairs. The insurer shall reimburse the cost or rental of the simplest version, up to the purchase price of these aids which are medically necessary for the medical treatment of acute illness or injury.
- g) Hospital charges: standard daily semi-private room and board rate for in-patient accommodation and subsistence including standard nursing care, Intensive care, coronary care. Outpatient charges shall be covered the same as any in-patient charges. If the foreign stay is in the Federal Republic of Germany, insurance coverage for hospitalization shall be restricted to the costs of general hospital services and the accommodation adequate to such services respectively as well as medical services and any incidental expenses;
- h) Surgical charges on an in-patient or out-patient basis, including operating room charges and charges for the cost and administration of anaesthetics;
- i) Medication prescribed by a physician;
- j) X-rays, ultrasounds, laboratory and diagnostic tests: fees for technical and diagnostic services;
- k) Medical preparations and medical devices: restricted to a period of 60 days;

- Mental illness: only such expenses, incurred as the result of treatment or medication for mental illness, either on an in-patient care or out-patient care basis;
- m)In-patient and outpatient physiotherapy;
- n) Out-patient diagnostic x-ray and lab services up to a maximum benefit. Out-patient diagnostic cat scans and MRI up to a maximum benefit per policy period;
- o) Emergency pain-relieving dental treatment to sound, natural teeth;
- p) Accidental dental, an eligible dental condition shall mean emergency dental repair or replacement to sound, natural teeth damaged as a result of a covered accident.

Neither the insurer nor CareMed Assist shall be liable for the availability, quantity and quality or success of any and all medical treatment the insured receives or for the refusal on the part of the insured to accept any medical assistance offered.

#### MEDICAL TRANSPORTATION/REPATRIATION

- 1. The costs of any transport arranged by and deemed medically necessary by CareMed Assist shall be paid by the insurer for the transport of the insured as a result of covered injury or illness. The insurer will also pay for the following medically necessary costs for the transport of the insured:
  - a) to the nearest suitable hospital;
  - b) to a suitable hospital in the vicinity of the insured's permanent place of residence or to a hospital in the home country of the insured;
- 2. Whenever possible, the insured's return flight ticket shall be used for return transport.
- 3. If the insured is physically not able to continue activities as a result of a covered injury or illness required within the program (e.g. au pair, internship, work & travel) medical repatriation will be considered medically advisable and reasonable. The insurer shall reimburse additional costs for a necessary upgrade of the ticket.

#### MEDICAL TREATMENT IN HOME COUNTRY:

If it is not acutely necessary to have the physician provide an expensive and medically necessary treatment immediately and if the costs for the treatment in the host country exceed the costs for transporting the insured home and the condition of the insured's health allows said transport, the insurer has the right to decide to transport the insured home at the cost of the insurer to have the treatment performed there. The costs of such treatment in the home country shall not be paid by the insurer. The medical reports on the insured's health condition shall form the basis for said decision. If the insurer decides to transport the insured home and should the insured nevertheless insist upon having the treatment done in the host country, the costs of the treatment shall exclusively be the responsibility of the insured. In this case, the insurer shall only reimburse the amount that would have been incurred for transport home. The insurer reimburses this to the insured directly. The insured must make a decision within 72 hours after receiving notification from the insurer of its decision to transport.

#### REPATRIATION OF MORTAL REMAINS

The direct costs of repatriation of mortal remains shall be reimbursed by the insurer provided that CareMed Assist has granted its prior approval and CareMed Assist has organized the transportation. In the event of the insured's death, this plan shall pay for expenses incurred to obtain necessary government authorization, preparation and transportation of an insured remains to his or her place of residence or to the place of burial, embalming, or cremation in a minimally necessary casket or air tray.

#### **Hazardous Sports Coverage (X)**

Medical expenses incurred for treatment of a hazardous sports injury are payable up to a maximum of €/US\$50,000, for injuries sustained while participating in a hazardous sport activity. Hazardous sports activity shall include:

- a) snowboarding, jet skiing, riding on a snowmobile, motorcycle, all terrain vehicle or motor scooter;
- b) scuba diving, involving underwater breathing apparatus, provided you are PADI or NAUI certified or recognized certification within the host country;
- water skiing, hang gliding, parasailing, parachuting, bungee jumping, zip line, spelunking;



- d) martial arts (i.e. boxing, taekwondo, karate), white water rafting, mountaineering, rock climbing performed under the supervision of an instructor/guide;
- e) any activity that is a sponsored activity of the participating organization, school/university the insured Person is attending or the vacation resort that the insured Person is staying at.
   Hazardous sports coverage shall not include coverage for any activity taken to be considered an extreme sport.

#### **Emergency Travel Insurance (E)**

The insurer shall pay for all covered expenses incurred while the insured is traveling outside his/her home country for treatment of an acute illness or Injury up to the limit as stated in the "Schedule of Benefits". Covered expenses shall be those expenses that are medically necessary, listed below and which are not excluded in the "Exclusions and Limitations":

- a) Emergency pain-relieving dental treatment to sound, natural teeth
- b) Accidental dental, an eligible dental condition shall mean emergency dental repair or replacement to sound, natural teeth damaged as a result of a covered Accident.

Neither the insurer nor CareMed Assist shall be liable for the availability, quantity and quality or success of any and all medical treatment the insured receives or for the refusal on the part of the insured to accept any medical assistance offered.

#### MEDICAL TRANSPORTATION/REPATRIATION

- 1. The costs of any transport arranged by and deemed medically necessary by CareMed Assist shall be paid by the insurer for the transport of the insured as a result of covered injury or illness. The insurer will also pay for the following medically necessary costs for the transport of the insured:
  - a) to the nearest suitable hospital;
  - b) to a suitable hospital in the vicinity of the insured's permanent place of residence or to a hospital in the home country of the insured;
- Whenever possible, the insured's return flight ticket shall be used for return transport.
- 3. If the insured is physically not able to continue activities as a result of a covered injury or illness required within the program (e.g. au pair, internship, work & travel) medical repatriation will be considered medically advisable and reasonable. The insurer shall reimburse additional costs for a necessary upgrade of the ticket.

#### REPATRIATION OF MORTAL REMAINS

The direct costs of repatriation of mortal remains shall be reimbursed by the insurer provided that CareMed Assist has granted its prior approval and CareMed Assist has organized the transportation. In the event of the insured's death, this plan shall pay for expenses incurred to obtain necessary government authorization, preparation and transportation of an insured remains to his or her place of residence or to the place of burial, embalming, or cremation in a minimally necessary casket or air tray.

#### Travel Accident/Indemnity Insurance (I)

The insurer shall provide insurance benefits based upon the principal sum as stated in the "Schedule of Benefits" if an injury to the insured resulting from a covered accident directly results in the death or permanent disability of the insured.

A covered accident shall be deemed to have occurred:

- If the insured involuntarily suffers bodily injury as a result of an occurrence which has a sudden and external impact on his/her body; and
- If a joint is dislocated or muscles, tendons, ligaments or capsules are strained or torn by an increased effort on limbs or spinal column; and
- The accident which caused injury occurs during the policy period.

Provided the accidental death of the insured occurs within one year of the date of accident, the insurer shall pay the principal sum insured in the "Schedule of Benefits" for accidental death.

If the injury to the insured results in the permanent impairment of the insured's physical or mental abilities (disability), the insured shall be entitled to claim benefit based on the principal sum insured for disability. Disability must have commenced within one year after the date of accident and must be determined by a licensed physician to be permanent 15 months after the date of accident.

The disability benefits payable shall depend on the degree of disability and the part of the body which is permanently impaired. Notwithstanding any evidence substantiating a higher or lower degree of disability, the following maximum percentage of the disability principal sum in the Schedule of Benefits shall apply:

Permanent impairment table	
Arm to the shoulder joint	70 %
Arm to above the elbow joint	65 %
Arm to below the elbow joint	60 %
Hand to the wrist	55 %
Thumb	20 %
Forefinger	10 %
Other finger	5 %
Leg above the middle of the thigh	70 %
Leg up to the middle of the thigh	60 %
Knee	50 %
Leg up to the middle of the lower leg	45 %
Foot to the ankle	40 %
Big toe	5 %
Other toe	2 %
Eye	50 %
Hearing in one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

- In the case of partial loss or functional impairment of one of these parts of the body or sensory organs, the corresponding proportion shall be determined on the basis of the respective percentage as stipulated in the permanent impairment table above.
- 2. Should the accident affect parts of the body or sensory organs, the loss or functional incapacity of which is not specified above, the degree of disability shall be measured by the extent to which the insured's normal physical or mental capacity is impaired from a purely medical perspective.
- Should the accident result in the impairment of several physical or mental functions, the degrees of disability specified under the permanent impairment table shall be added up. such addition shall, however, not total more than one hundred (100) per cent disability.

Should the accident affect a physical or mental function already subject to permanent impairment prior to the accident, an appropriate deduction shall be made to the extent of such prior disability. Such disability shall be measured in accordance with the permanent impairment table above.

If, as a result of injury sustained from the accident, the insured should die within one year after the date of accident, there shall be no claim to disability benefits.

If, for reasons unrelated to the accident, the insured should die within one year after the date of accident or should he/she die more than one year after the date of accident and had a claim had arisen previously for disability benefits, benefits shall be paid in the measure of the degree of disability which would have been reasonably expected on the grounds of the last medical examination conducted.

Should illness or ailments have contributed to the cause of the accident, the benefits payable shall be reduced in the proportion of the contributing factor of such illness or ailments, provided the contributing factor is at least twenty-five (25) percent.

Payments shall be made to the following: a beneficiary noted by the insured. If a beneficiary is not otherwise designated by the insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- 1. the insured's spouse;
- 2. the insured's child or children jointly;
- an insured's parents jointly if both are living, or the surviving parent if only one survives;
- 4. an insured's brothers and sisters jointly; or
- 5. the insured's estate.



Salvage search and rescue charges

The insurer shall pay a total of the necessary costs incurred up to the agreed upon amount insured for:

- Search, rescue or salvaging work of rescue services and the fees normally charged for this;
- For costs the insured is responsible for, although they have not suffered an Injury, if an accident was imminent;
- Transporting the insured to the nearest hospital or to a special clinic if this is medically necessary and ordered by a physician:
- 4. Additional expenditures, when returning the insured to his/her permanent place of residence as long as the additional expenditures are based upon physician's orders or were unavoidable due to the type of Injury; and
- 5. Transportation to the last permanent place of residence in case of death.

#### Travel Assistance (T)

CareMed Assist shall provide the insured with travel assistance in either of the following scenarios:

#### INTERRUPTION OF TRIP BENEFIT:

The insurer shall bear the costs to return the insured to the insured's home country in the event of accident/death/critical illness of close family member. All arrangements must be coordinated through CareMed Assist. The insurer shall bear the cost to return the insured back to the host country if all of the following conditions have been met:

- a) The insured must be a long-term traveler with CareMed and is insured for > than 3 months.
- b) There must be a minimum of 6 weeks left on the insured's scheduled stay\*.
  - \*Exception to this rule are participants in school exchange programs who need to complete exams and/or take part in graduation ceremonies
- c) All arrangements must be coordinated through CareMed Assist.
- d) Whenever possible, the insured's return flight ticket shall be used for return transport. In case of return to country of destination, the round trip is covered.

#### FAMILY REUNION BENEFIT:

The insurer shall cover the expenses for transport and accommodation for close family members from his home country to the country of the hospitalized person and back which have been arranged by CareMed Assist up to the benefit maximum when the insured is hospitalized on an in-patient basis due to a life threatening condition or when the insured's in-patient stay exceeds a period of 10 consecutive days.

#### Travel Luggage Insurance (L)

A deductible of €/US\$ 50 for any one event shall be borne by the insured in respect of damaged or lost luggage with the exception of damaged or lost checked luggage. Please refer to number 4 below for a list of limitations on certain personal luggage items.

Any and all personal items and effects of the insured during the term of the policy as well as gifts and souvenirs shall be deemed insured luggage.

- Checked luggage
  - a) Luggage shall be insured where lost or damaged while in the custody of a carrier, accommodation or lodging provider or left-luggage office.
  - b) If checked luggage fails to reach the destination on the same day as the insured due to delays in transportation, expenses shown to have been incurred in recovering said luggage and for the purchase of essential replacement items to allow the journey to continue shall be reimbursed up to a maximum of €/US\$ 500 for any one contract provided it can be proved that the airline or responsible party does not render compensation.
- 2. Luggage left in parked vehicles:

Insurance coverage shall apply in the case of theft from a parked vehicle and from packing boxes secured thereto by lock if said vehicle or packing box was firmly enclosed and secured by a lock, and the loss occurred between 6 a.m. and

10 p.m. Where the trip is interrupted for a period lasting no longer than two hours, insurance coverage shall also apply during the night.

- 3. All other travel periods:
  - During the remaining travel period insurance coverage shall apply if luggage is lost or damaged as a result of:
  - a) Theft, burglary, robbery, armed robbery, intentional damage to property by third parties;
  - b) Accidents involving injury to the insured or damage to the means of transport;
  - c) Fire, elemental occurrences, force majeure;
- 4. Maximum indemnity for the following shall be limited as follows:
  - a) Photo equipment, film and video cameras, cell phones (including accessories) and personal electronic devices (i.e. iPod, MP3 players, PDA devices, personal video players), as well as furs – 50 percent of the sum insured;
  - b) The laptop computer of an insured 50 percent of the sum insured;
  - c) Eyeglasses and contact lenses €/US\$ 250 any one event.
- 5. In the event of an insured loss the insurer shall indemnify as follows for all other items of luggage up to the limit of the sum insured:
  - a) Actual cash value in respect of lost or damaged property. The actual cash value shall be that amount which is generally needed to purchase new items of comparable kind and quality less an amount corresponding to the state of the insured object (age, wear and tear, use, etc.); for items acquired during the trip the purchase price shall be the maximum amount;
  - b) The necessary repair costs for damaged property and possibly the remaining depreciation, the actual cash value representing the maximum amount payable;
  - c) Material value in respect of films, sound and data carriers;
  - d) Official fees for the replacement of identification papers.
- 6. If an airline ticket was lost, the insurer reimburses any fees incurred for the issuing of a new ticket up to an amount of €/US\$ 100 but not the value of the ticket itself.
- The insured sums are first-loss amounts, i.e., no other insurance will be taken into account in case of claim.

#### **General Limitations & Exclusions**

No benefit shall be payable for travel health insurance, travel accident insurance, travel luggage insurance, medical transportation/repatriation and travel assistance, and repatriation of mortal remains as the result of or for:

- War or acts of war (whether war be declared or not), rebellion, revolution, terrorism, hijacking of aircraft, insurrection, civil commotion, strikes, armed force of any kind, enforcement of law and emergency services, actual or attempted criminal offences, brawling or violence and acts by public authorities;
- 2. Loss, damage, costs or expense of whatsoever nature resulting directly or indirectly from the discharge, explosion, or use of any device, weapon, material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of any other causes or events concurrently or in any sequence thereto;
- 3. Losses intentionally perpetrated by the insured;
- 4. Physical work undertaken for wage or profit. The insured may accept such light duties such as child-care or au-pair services or participate in a training program. There is also cover for all activities within the framework of a F1, J1, J2, M1 and H2B visa for entry into the U.S. or Working Holiday Visa for entry into Australia, New Zealand or Canada, e.g.;
- 5. Any injury or illness which is pre-existing condition as defined hereunder. This exclusion shall be waived for life-threatening conditions that become acute during the period of coverage. For the purpose of this exclusion, a Life Threatening condition is deemed to be medically necessary treatment, while hospitalized as an in-patient in an intensive care unit.
- Sexually transmitted diseases;
- HIV (acquired immune deficiency syndrome, AIDS) and all possible consequences if transmitted by sexual contact;
- 8. Suicide, attempted suicide or self-inflicted injuries;
- Misuse of intoxicants, narcotics or addictive drugs or their derivatives as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for the costs incurred; misuse of medical preparations;



- 10. Injury sustained while taking part in boxing; combat sports; aerial sports, heli-skiing; mountaineering; rock climbing; hang gliding, parachuting; bungee jumping; horseracing, motor vehicle or speed races; driving or riding on a motorcycle, motor scooter or all-terrain vehicle, scuba diving; white water rafting; jet skiing; snowboarding; snowmobile if exercised as a sports activity; water skiing; spelunking; caving; parasailing; professional sports; if the option including hazardous sports (X) has not been chosen, risky/high-risk activities listed under "Hazardous Sports Coverage (X)" are excluded.
  - For participants working on snow resort Work and Travel programs snow skiing and snowboarding shall be covered up to a maximum of €/US\$ 5,000 per Period of Coverage;
- 11. Driving any type of motorized means of transport on land or on water or air if the insured Person has not yet completed the 18th year of his/her life or possesses no valid driving license required for this. There is, however coverage, for participation in the school-organized preparation of the driving test for motor vehicles. There is also coverage for driving mopeds or motorized bicycles provided the insured Person has the necessary driving license and the maximum speed of such vehicle is 50 km/hr;
- 12. There is no coverage for co-pilots or passengers of a non-commercial flight and pillion riders of a motorbike, snow mobile if used as sports vehicle, any type of off-road vehicles, racing car or any type of go-cart vehicle, however, there is coverage for front-seat passengers or passengers of motorized means of transport including snow mobiles if used as means of transport;
- No liability shall exist for interest, financing costs or fees with respect to payment reminders;
- The insured event was not an acute Illness or an unforeseen event for the insured;
- 15. Travel undertaken for the reason to secure medical treatment:
- Medical treatment which the insured knew to be necessary prior to departure;
- prior to departure;
  17. Costs of dentures, orthodontics, dental crowns and routine
- treatments, such as scaling, will not be reimbursed;

  18. Routine examinations and treatment, including routine examinations of the eyes;
- 19. Exclusions from the above the costs of visual acuity testing will be reimbursed provided such testing becomes necessary for the purchase of new glasses and when a confirmation of coverage had been given for the loss or damage of these glasses within the scope of the travel luggage insurance;
- Medical Treatment and surgery which can be postponed and are not absolutely medically necessary;
- 21. Treatments to stabilize chronic illness;
- 22. Allergy tests;
- 23. Treatment and medication for convalescence and recovery;
- 24. Over-the-counter medical preparations, preventive inoculations, injections or medical preparations, contraceptives, fertility drugs, vitamins;
- Plastic or cosmetic surgery, unless the insurer has given its prior approval with respect to repairing damage caused by accidents:
- Eyeglasses and contact lenses unless covered under the travel luggage insurance benefit; replacement, removal or repair of existing prostheses;
- Medical treatment and medication received outside the term of the policy or in the country of permanent residence of the insured;
- 28. Abortions, unless medically prescribed;
- 29. Congenial abnormalities or genetic disorders;
- Cholelithiasis, lithotripsy, lithotriptoscopy, hernia and varicose veins.

The following additional exclusions apply to the travel accident indemnity insurance:

- Bacterial infections except pyogenic infection which shall occur through an accidental cut or wound;
- Poisoning by ingesting solid or liquid substances through the throat;
- Accidents caused by mental disorders or impairment of consciousness, strokes, epileptic fits or cramps seizing the

- whole body. This shall also apply insofar as the condition is due to the influence of alcohol or drugs:
- Impairment to health caused by curative measures and other interventions performed on the body of the insured; radiation and infections.

The following additional exclusions apply to Travel luggage insurance:

- The following articles shall be excluded from the insurance coverage:
  - a) Cash/money, securities, tickets and documents of any and every kind, except official fees for the replacement of identification papers, claimed under the travel luggage insurance
  - b) Computer equipment, software and accessories (except as provided herein);
  - c) Motor-driven land, air and water vehicles including accessories;
- 2. Restrictions applying to insurance coverage:
  - a) Insurance shall not apply to jewellery and valuables left in check-in luggage and in parked vehicles. During the remaining travel period insurance coverage shall apply if such items are kept securely deposited in a safe or any other stationary locked container, or retained in personal custody.
  - b) Pure financial consequential losses shall not be covered.
  - c) Insurance coverage for damage to or loss of luggage during tenting and camping trips shall apply only where sustained on official camping sites.
  - d) There is insurance coverage for bicycles, surfboards, skis and snowboards, only if they were stored in a closed space.
- Any lost, damaged or stolen luggage where the insured did not take reasonable measures to protect, save and/or recover their property.

#### **General Provisions & Obligations**

The following provisions apply for travel health/accident insurance, travel accident indemnity insurance, travel luggage insurance, medical transportation/repatriation and travel assistance, repatriation of mortal remains, and third party liability:

#### MISREPRESENTATION AND FRAUD

The insurer shall be freed from its duty to indemnify insurance benefits under the policy if the insured attempts to defraud the insurer after the occurrence of a claim by submitting inaccurate details of circumstances which are of significance regarding whether and to what extent the insurer's duty to indemnify under the policy exists.

#### **SUBROGATION**

The insurer shall have rights to claim damages against third parties up to the level of claim payments effected by the insurer. The insured shall be obliged to subrogate in this scope and up to the amount any and all claims to damages to the insurer. The insured shall support the insurer in pursuing and subrogating claims.

- If the insured has made a claim to costs reimbursed against a
  private health insurance company and received relevant benefits
  in connection with an event insured against, the insured shall not
  have a claim to the amount that any insurance policy or provider
  has reimbursed costs.
- The insured shall submit proof of payment to the insurer with the reimbursement notification to any other health accident property or liability insurer or pension insurance fund with higher priority to pay benefits.

If the insured gives up a claim for other insurance without the consent of the insurer, the insurer shall be freed to indemnify to the extent that the insured could have received reimbursement on that claim.

#### **EXCESS INSURANCE**

The insurance provided under this policy (other than travel accident Indemnity insurance benefits for death and disability) are in excess of any other valid and collectible insurance. Any and all duties to indemnify arising from any and all other insurance contracts shall have precedence over this insurance policy. This shall apply in particular to statutory benefits payable by social insurance funding authorities and benefit claims of the insured against a liability insurance underwritten by the insurer (e.g. motor-vehicle insurance or personal liability insurance). Claims submitted by the insured to



the insurer in the form of original bills shall be regarded as an advance notice, but the insured shall first submit such bills under any other insurance policies for payment.

#### WHEN AN INSURED'S COVERAGE BEGINS

The policy shall commence at 12:01 A.M. on the later of the effective date selected by the insured, provided the appropriate premium has been paid prior to start of the covered trip/program or on the date CareMed accepts the policy application and premium, if this date is later than the effective date on the insured's policy application.

#### WHEN AN INSURED'S COVERAGE ENDS

The policy shall end on the earlier of 11:59 P.M. on the day stipulated on the insurance confirmation as the termination date of insurance, or upon the return of the insured to his/her home country, or to the date through which premiums have been paid. The policy shall extend beyond the expiration date on the confirmation if:

- The insured's return journey is held up due to delays in transportation for which the insured cannot be held responsible, but for no longer than 72 hours;
- 2.The insured is hospitalized on an outpatient basis on the expiration date of the policy or determined by a physician to be unfit to be transported, up to a maximum period of 90 days; and
- 3. It can be established that the duration of the school year prolongs due to an unforeseen event. For such extension the insured must notify CareMed in advance and additional premium must be paid in advance of the extension.

For an extension due to the reason in number 3 above, the insured shall pay additional premium for the extension period at the same rates charged for the initial policy term. If the insured refuses to pay the extension premium, coverage will end on the original termination date on the insurance confirmation.

#### **PREMIUMS**

- Premiums due for the policy shall be remitted to CareMed in advance of the effective date per the premium basis and rates.
- Payment of the premium must have been received in full by CareMed prior to the effective date of the policy. Insurance coverage shall not be deemed to exist if checks are submitted for payment without a currency denomination.
- 3. If the policy is canceled prior to the effective date, the premium shall be refunded in full.
- 4. If the policy is canceled after the effective date, the insured shall be reimbursed the premium for the remaining full months less a processing fee for the remaining term if no claims have been paid by the insurer. If the insurer has paid claims under the insurance, no refund will be paid. The cancelation cannot be processed any earlier than the date CareMed has received notification of cancelation. Premium refunds shall be processed 60 days after the date CareMed receives written notification from the insured.

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#### Delayed payment of subsequent premium

(1) If a subsequent premium is not paid in a timely manner, the insurer may set the policyholder a payment deadline of no less than two weeks at his expense and in writing. The setting of the deadline shall only be effective if it details the individual amounts of the premium which are in arrears, the interest and costs, as well as quoting the legal consequences associated in accordance with subsections (2) and (3)with expiry of the time limit; in the case of consolidated contracts, the amounts must be quoted separately.

- (2) If the insured event occurs after the deadline expires, and if the policyholder is in arrears as regards the payment of the premium or of the interest or costs, the insurer shall not be obligated to effect payment.
- (3) The insurer may, after the deadline expires, terminate the contract without prior notice insofar as the policyholder is in arrears as regards the payment of the due amounts. The termination can be linked to the setting of the payment deadline

in such a way that it becomes effective once the deadline expires if the policyholder is in arrears as regards the payment at that point in time; the policyholder must be explicitly informed of this in the termination. The termination shall become void if the policyholder makes the payment within one month after the contract has been terminated or, if it has been linked to the setting of a deadline, within one month after the deadline expires; subsection (2) shall remain unaffected.

#### **CLAIMS**

#### Obligations

The insurer is unable to provide benefits without the insured's cooperation. The obligations to be fulfilled following the occurrence of an insured event are set out in the Special Conditions below:

- 1. Contact CareMed Assist for travel assistance benefits;
- Contact CareMed Assist or the claims center before entering the hospital or having any surgery;
- 3. Report the claim to the appropriate claims center without delay;
- Failure on the part of the insured to contact the claims center or CareMed Assist without delay if hospitalized or having surgery shall render the insured liable for any additional costs incurred;
- 5. Minimize the loss as far as possible and to avoid unnecessary costs:
- 6. Describe the event, scope and all pertinent information of the claim to the claims center. The insured shall furnish a completed claim form and proof in the form of original bills and receipts. The bills have to include the first and last name of the person treated, the description and diagnosis treated, information on the individual services of the person doing therapy and the date of treatment. It must be possible to clearly see the medicine prescribed, the price and the receipt from the pharmacy for prescription drugs.
- 7. The insured shall release attending or examining physicians from their professional confidentiality obligation and allow the claims center to reasonably examine the cause and amount of the asserted claim and also to obtain information from health and other authorities.
- 8. Submit to the appropriate claims center within 60 days after occurrence of the insured event a fully completed claim form, medical reports, original itemized bills and any and all pertinent proof of costs incurred in an orderly fashion.
- If the insured violates any one of these obligations intentionally or through gross negligence, the insurer shall be free from its duty to indemnify expenses incurred by the insured under the policy.

The following additional claim provisions shall apply to travel accident indemnity insurance only:

- The insured shall be obligated to undergo a medical examination by a physician appointed by the claims center. The necessary costs of such examination and any loss of income caused thereby shall be borne by the claims center; and
- 2. As soon as the claims center has received the documents which are to be submitted by the insured for the purposes of proving the circumstances and consequences of the accident and on completion of the curative treatment necessary for determining the degree of disability, the claims center shall declare within three months whether and to what extent it recognizes a claim.
- Prior to completion of curative treatment, disability benefits may be claimed within one year after occurrence of the accident only up to the level of the sum payable at death.
- 4. The insured and the claims center shall be entitled to have the degree of disability determined annually by a physician up to a period not exceeding three years after the occurrence of the accident. To exercise this right, the claims center must so state jointly with the declaration made in accordance with number 2 above, and the insured must respond within one month after receipt of such declaration. Should the final assessment of disability result in higher disability benefits than the claims center has paid so far, such extra amount shall be subject to payment at 4 percent annual interest.

The following additional claim provisions shall apply to travel luggage insurance only:

1. The insurer shall be exempted from its duty to indemnify if the insured intentionally or wantonly brought about the occurrence of the insured event or if the insured intentionally makes false statements in respect of an insured event, in particular a loss notification, even if the insurer suffers no disadvantage as a result.



- 2. Lost or damaged checked luggage shall be reported without delay to the carrier and/or accommodation or lodging provider. A confirmation of loss or damage by the respective company shall be submitted to the claims center. Loss or damage not externally recognizable shall be reported in writing to the carrier immediately on discovery, at the latest within seven days.
- 3. Losses or damage due to criminal acts shall be notified to the nearest or next available police station in the form of a report accompanied by a list of all lost or damaged items. A certified copy of such report shall be submitted to the claims center.

#### Consequences of non-observance of obligations

1) If an obligation is intentionally breached, the insured shall loose their insurance cover. In the event of the grossly negligent breach of an obligation, ACE European Group Limited shall be entitled to reduce benefit in proportion to the severity of the insured negligence. Both of these conditions shall only apply if ACE European Group Limited have drawn the insured's attention to such legal consequences by means of a separate communication in written or electronic form.

If the insured can establish that the obligation was not breached by means of gross negligence, the insurance cover shall remain.

The insured shall also retain insurance cover if it can be established that the breach of the obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit. This does not apply if the insured has breached the obligation fraudulently.

These provisions apply irrespective of whether exercise any right to give notice of termination to which the insurer is entitled as a result of the breach of a pre-contractual duty of disclosure.

- 2) There is particularly no breach of obligation if:
- the insured person does not consult a doctor until the true extent becomes known;
- the insured person continues to work after an accident due to a sense of duty;
- it was initially believed that there were no consequences of the accident and the accident was therefore not reported immediately:
- an obligation was not fulfilled unintentionally but was then immediately fulfilled after such obligation was identified.

#### PROOF OF LOSS

The insured shall submit to the claims center a fully completed claims form, medical reports, original itemized bills and any and all pertinent proof of costs incurred, in an orderly fashion within 60 days from the date of accident, onset of Illness, or date of loss

#### SETTLEMENT OF LOSS

- As soon as the claims center has determined whether and to what extent it has a duty to indemnify, the claim shall be paid within two weeks in € or US\$ or at the claims center's discretion in that currency stipulated in the receptive bill.
- Reimbursement to the insured shall be based on itemized original bills showing proof of payment. If required, payment may be made directly to the service provider or a rightful third party claimant.
- Foreign currency conversions shall be based on the exchange rate ruling on the day of the service of bills by the insurer or the claims center.
- 4. The insured shall pay bank fees.

#### DISAGREEMENT OVER SIZE OF LOSS

- Civil action may be made pending against the insurer at the court of the insurer's principal place of business.
- 2. Claims from the insurance policy shall be statute-barred in three years. This period of limitation shall commence at the end of the year when the insurance benefit becomes due for payment. If the claim was reported to the insurer, the period between notification and receipt of the written decision of the insurer shall not be included in the calculation of the period.
- 3. If the insurer has refused to pay a claim, the insurer shall be freed to indemnify to the extent that the claim is not asserted in court by the insured within six (6) months. This period shall

only commence after the insurer has rejected the claim in writing stating the reasons involved.

#### **Travel Third Party Liability Insurance (3)**

The insurer will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for personal liability claims first made against the insured and reported to the claims center, during the policy term that the third party liability Insurance Coverage is in force, arising out of any Incident covered under this policy, provided always that such Incident happens:

- 1. on or after the policy effective date; and
- 2. outside the insured's home country

The insurer shall have the right and duty to defend any suit against the insured (except for outside the U.S., Puerto Rico, and Canada, the insurer shall have the right but not the duty to defend), seeking damages to which this insurance applies even if any of the allegations of the suit are groundless, false or fraudulent. The insurer may make such investigation and settlement of any claim, or suit as it deems expedient. In no event shall the insurer be obligated to pay damages or claim expenses or to defend, or continue to defend, any suit after the applicable limit of the insurer's liability has been exhausted by payment of damages.

#### Host Family Homeowner Coverage:

This coverage only applies while the insured is residing with a host family. If an Incident results in an eligible claim under a valid and collectible homeowner's insurance policy of the host family or similar insurance policy covering property damage to the insured location, the insurer will pay the loss incurred up to the amount of the deductible under the Host Family's homeowner's insurance policy (or similar insurance policy), not to exceed €/US\$ 1.000 per insured per policy term.

The insurer will pay the benefit pursuant to this provision only after the insured has submitted to the insurer due proof of the property damage amount which was incurred.

#### OTHER INSURANCE

If any other insurance is available to the insured, host family, or third party for a covered loss under third party liability insurance coverage, the insurer's obligations under this insurance are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance.

#### **Definitions for Third Party Liability Insurance**

**Claim(s)** means a demand for money or the service of a suit naming an insured and alleging an incident. claim does not include proceedings seeking injunctive or other non-pecuniary relief. punitive damages will not be covered.

#### Claim Expenses means:

- 1. Fees charged by an attorney or attorneys designated by the insurer and all other fees, costs, and expenses resulting from the investigation, adjustment, defense settlement and appeal of a claim, suit or proceeding arising in connection therewith, if incurred by the insurer, or incurred by the insured with written consent of the insurer, but does not include salary charges or expenses of regular employees or officials of the insurer, or fees and expenses of independent adjusters;
- 2. All costs against the insured in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the insurer has paid or tendered or deposited, whether in court or otherwise, that part of the judgment which does not exceed the limit of the insurer's liability thereon;
- 3. Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. The insurer shall have no obligation to pay for or furnish any bond.

**Damages** means compensatory judgments, settlement or awards, but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the insured, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law

**Incident** means any act or omission committed by the insured during the policy term which results in personal injury or property damage.



**Insured location** means the host's family's primary residence or any other structures or grounds owned by the host family and used by the insured at the direction of the host family.

**Personal injury** means bodily Injury, Sickness (but not any communicable disease) or disease sustained by any person, including death.

**Property damage** means physical Injury to or destruction of tangible property, including the loss of use there of at any time resulting there from.

#### **Exclusions to Third Party Liability Insurance**

The following exclusions apply to third party liability insurance. This insurance does not apply to any claim or suit:

- 1. for bodily injury or property damage arising out of the ownership, operation or use of (1) any automobile; (2) any type of land vehicle including off road vehicles, snowmobiles, mopeds, motorbikes; (3) any watercraft; (4) any aircraft or anything that flies and (5) any motorized equipment. This exclusion does not apply if you are a passenger on any of the above items;
- 2. for bodily injury or property damage arising out of participating in high-risk sports including: Hunting activities, boxing, combat sports, mountaineering or rock climbing, caving, aerial sports, heli-skiing, motorized racing or speed trials, bungee jumping, scuba diving (unless the insured has the qualifications recognized by the competent local authority in the contracted destination), wild water rafting, jet-skiing, professional sports, and participation in competitive sporting events of any kind;
- based on or arising out of liability assumed by the insured under any contract or agreement including interest penalties or debts:
- 4. arising from the transmission of illness or communicable disease by the insured or transmission of or infection by, or the testing or the failure to test for the presence of acquired immune deficiency syndrome (AIDS), any AIDS related virus or any other disease transmitted through sexual contact or another person's body fluids;
- 5. based on or arising out of an actual or attempted dishonest, fraudulent, criminal, intentional tortious acts, or malicious act or omission or deliberate misrepresentation committed by, at the direction of, or with the knowledge of any insured including brawling or acts of violence or the initiation of a confrontation;
- Discrimination by the insured against others because of their race, creed, age, sex, color, sexual preference, or national origin:
- 7. arising from acts by any insured expected or intended to cause bodily injury or property damage sustained (this exclusion does not apply to bodily injury resulting from the use of reasonable force to protect person or property.);
- 8. of property damage to:
  - a) property owned by or in the custody of the insured, or
  - b) property rented to, occupied by or on loan to the insured or in the insured's care to the extent that the insured is obligated by contract to provide insurance for such property;
  - c) property of the host family except as provided under the host family homeowner coverage;
  - d) property obtained through unlawful interference; or
  - e) rented furniture or furnishings, or damage to buildings or installations of youth centers or hostels of any kind, however, liability arising from damage to rented holiday accommodation and hotel rooms shall be included;
- brought against any insured alleging, in whole or part, sexual assault, abuse, corporal punishment, molestation, physical or mental abuse, or similar criminal behavior that was threatened, committed, or alleged to have been committed, by any insured;
- 10.for bodily injury or property damage arising from the consumption of alcohol or the misuse of intoxicants, narcotics, or addictive drugs or their derivatives as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for the damages incurred; misuse of medical preparations; mental illness, mental or emotional disorders or reactions, including stress, anxiety, panic attacks, depression, eating disorders, or weight problems;

- 11.for bodily injury or property damage due to war or acts of war, whether or not declared, rebellion, revolution, terrorism, hijacking of aircraft, insurrection, civil commotion, strikes, armed force of any kind, enforcement of law and emergency services, and acts by public authorities;
- 12.for personal injury or bodily injury to the insured;
- 13.brought against any insured arising out of the insured's professional activities or any other physical work undertaken for wage or profit (however paid and unpaid internships are covered) or the insured's rendering of services when such services are for persons other than the host family;
- 14.for injuries caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused:
- 15.for bodily injury or property damage between insureds and their accompanying relatives.

### General Obligations & Provisions for the Third Party Liability Benefit

These provisions are in addition to the "General Provisions" noted above for all benefits.

#### **ACTION AGAINST THE INSURER**

No action shall lie against the insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, but not until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the insurer.

#### **ASSIGNMENT**

The interest of any insured is not assignable. If any insured shall die or be judged incompetent, this insurance shall thereupon terminate for such person but shall cover the insured's legal representative as the insured with respect to liability previously incurred and covered by this insurance.

### ASSISTANCE AND COOPERATION OF INSURED IN THE EVENT OF CLAIM OR SUIT

Upon the insured becoming aware of any Incident which could reasonably be expected to be the basis of a claim covered hereby, written notice shall be given by the insured to the insurer together with the fullest information obtainable. If claim is made or suit is brought against the insured, the insured shall immediately forward to the insurer every demand, notice, summons or other process received by the insured or the insured's representative. The insured shall cooperate with the insurer and, upon the insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of damages with respect to which this insurance applies. The insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at the insured's own cost, voluntarily make any payments, assume any obligation or incur any expense. Intentional or wonton violation of any of these obligations by the insured may exempt the insurer of its duty to indemnify.

#### WHEN CLAIM IS TO BE CONSIDERED AS FIRST MADE

- 1. When the claims center first receives written notice from the insured that a claim has been made; or
- When the claims center first receives written notice from the insured of specific circumstances involving a particular person or entity which may result in a claim.
  - All claims arising out of the same or related Incident shall be considered as having been made at the time the first such claim is made, and shall be subject to the same limit of liability.

#### LIMIT OF LIABILITY - CLAIMS

Regardless of the number of insureds under this policy, the number of persons or organizations which sustain Injury, or the number of claims made or suits brought, the insurer's liability for the coverages provided is stated in the "Schedule of Benefits".

The limit of liability stated in the "Schedule of Benefits" as applicable to "each claim" is the limit of the insurer's liability for all damages because of each claim covered hereby. All Claims arising from the same or related Incident shall be considered a single Claim for the



purpose of this insurance and shall be subject to the same limit of liability. The limit of liability stated in the "Schedule of Benefits" as "aggregate" is subject to the above provision respecting "each claim", the total limit of the insurer's liability under this policy for all damages as a result of all claims made and reported to the insurer during the policy term, including any extended reporting period. Claim expenses are included within the applicable limit of liability stated in the "Schedule of Benefits".

#### POLICY PERIOD, TERRITORY

The insurance afforded by this policy applies to claims which are first made and reported during the policy term in effect provided claim is made or suit, if any, is brought within the United States of America, its territories or possessions, Puerto Rico, Canada, or any county in which the insured is traveling while on a covered trip/program.

#### **POLICY TERM**

With respect to each insured, the policy term shall effect and terminate in concurrence with the insured's coverage begin date and insured's coverage end date as outlined in the "General Provisions Section" of the policy.

#### REIMBURSEMENT

While the insurer has no duty to do so, if the insurer pays damages or claim expenses:

- 1. within the amount of the applicable deductible; or
- 2. in excess of the applicable limit of liability, the insured shall, upon written demand, repay such amounts to the insurer within thirty (30) days thereof. Failure to pay any amounts indicated above may lead to policy cancelation and the insured shall not have the right to any extended reporting

### period option. SUBROGATION

If the insurer makes a payment under the policy and the person to or for whom payment was made has a right to recover damages from another, the insurer shall be subrogated to that right. That person shall do:

- 1. Whatever is necessary to enable the insurer to exercise the insurer's rights; and
- 2. Nothing after the loss to prejudice those rights.

If the insurer makes a payment under the policy and the person to or for whom payment is made recovers damages from another, that person shall:

- 1. Hold in trust for the insurer the proceeds of the recovery; and
- 2. Reimburse the insurer to the extent of the insurer's payment.



ACE European Group Limited Direktion für Deutschland Lurgiallee 12, 60439 Frankfurt am Main, Germany

#### CLAIMS OFFICE NORTH + SOUTH AMERICA

CareMed Claims CISI Claim Department 1 High Ridge Park Stamford, CT 06905, USA

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Phone: +1 203-399 5130 Phone: +1 866-404 2062 Fax: +1 203-399 5596

E-mail: Claimhelp@culturalinsurance.com

#### CLAIMS OFFICE EUROPE, AFRICA, ASIA, OCEANIA

CareMed Claims
ACE European Group Limited
Direktion für Deutschland
Lurgiallee 12
60439 Frankfurt, Germany
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#### CAREMED ASSIST 24-HOUR EMERGENCY NUMBER & E-MAIL

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All other destinations +49 69 75613 6991

E-mail: caremed-assist@axa-assistance.de

More information at  $\underline{www.caremed\mbox{-}assistance.com}$ 

#### **CAREMED INTERNATIONAL SALES OFFICE**

CareMed GmbH Budapester Str. 4 53111 Bonn, Germany Phone: +49 (0)228-55 54 90 0 Fax: +49 (0)228- 55 54 9075 E-mail: info@caremed-travel.com

#### **CAREMED OFFICE**

CareMed USA 1 High Ridge Park Stamford, CT 06905, USA



### **Medical claim form**

Your personal data			
Last name	First name		
Date of birth (DD/MM/YY)	Return to home country (DD/MM/	YY)	
Address in home country	Address in foreign country		
Street	c/o		
City ZIP code	Street		
State	City ZIP code		
Country	State		
Phone number	Country		
E-mail address	Phone number		
Your medical treatment			
Type of illness or accident			
Has this illness/accident occurred or been treated prior to some upon the some upon th	tart of insurance?		
In case of an accident: own responsibility   cause	d by a third party 🛭		
Is there insurance coverage through another health insuran	ce (e.g. credit card)? If yes, which	insurance:	
Number of attached documents:			
Reimbursement (the insured shall pay bank fees)			
Have you already paid the doctor's bill? yes ☐ no ☐			
If no, payment will be made directly to the doctor/hospital			
Name of attending doctor/hospital			
Address of attending doctor/hospital			
If yes, you will receive reimbursement by wire transfer to th Claim submission for destinations in North or South Americ		k, please indicate 🗅	
Name of account holder			
Name of bank			
Address & country of bank			
SWIFT/BIC (please indicate in any case)			
IBAN (please indicate in any case)			
Claim documents			
Within 60 days after incurring the first medical bill, please send completed claim form together with invoices by e-mail to the applicable claims office (based upon your country of destination).	If you travel to: North & South America  CareMed Claims CISI Claims Department 1 High Ridge Park	Any other country excluding North & South America CareMed Claims ACE European Group Limited Direktion für Deutschland	
INCOMPLETE OR WRONG INFORMATION WILL CAUSE A PAYMENT DELAY.	Stamford, CT 06905 USA	Lurgiallee 12 60439 Frankfurt, Germany	
Further information: www.caremed-assistance.com	+1-203-399 5130 claimhelp@culturalinsurance.com	+49 (0)69-756 13 6722 claims.service@acegroup.com	
I hereby authorize any hospital, physician or other person who has attended or examined me, including those in my home country to furnish to the Assistance Center, or its representative, any and all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical reports. A photostatic copy of this authorization shall be considered as effective and valid as the original.			
Date	Signature of insured		
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# DECLARATIONS OF RELEASE FROM PROFESSIONAL SECRECY

ACE European Group Limited Direktion für Deutschland Lurgiallee 12 60439 Frankfurt am Main Telefon +49 69 75613 0 Fax +49 69 746193 info.de@acegroup.com acegroup.com/de

Certificate/policy no.	
Claim no. (if available)	
Name of the insured person	
Date of event	

## Consent to the collection and use of health data and declaration of release from the duty of non-disclosure

The provisions of the Insurance Contract Act, the Federal Data Protection Act and other data protection regulations do not provide an adequate legal basis for the collection, processing and use of health data by insurance carriers. To permit us to collect and use your health data for the purposes of this application and for the policy, we, the ACE European Group Limited, Direktion für Deutschland (hereinafter for the most part referred to as "ACE"), therefore require your consent(s) under the data protection laws.

We furthermore require your releases from the duty of non-disclosure to permit us to collect your health data from offices which are under an obligation of non-disclosure, such as e.g. physicians.

As an accident insurer, moreover, we require your release from the duty of non-disclosure to permit us to pass on your health data, or other data protected in accordance with Section 203 of the German Criminal Code such as e.g. the fact that you have purchased a policy from us, to other offices, e.g. an emergency assistance or IT services provider.

The following statements of consent and declarations of release from the duty of non-disclosure are, in insurance, essential to the checking of applications and to the formation, execution or termination of your insurance contract. Without such statements and declarations, claims settlement would as a rule not be possible.

The statements and declarations concern the handling of your health data and other data protected in accordance with Section 203 of the German Criminal Code

- by ACE European Group Limited, Direktion für Deutschland itself (under 1.),
- in connection with the retrieval of information from third parties (under 2.),
- whenever such data is disclosed to offices outside ACE (under 3.).

The statements and declarations are valid also for persons legally represented by you such as your children, insofar as they are unaware of the implications of such consent and are therefore unable to make their own statements and declarations

1 Collection, storage and use of health data provided by you by the ACE European Group Limited, Direktion für Deutschland

I hereby consent to the ACE European Group Limited collecting, storing and using the health data which is provided by me in this application and which I might provide in the future, insofar as this is required for checking my application and for the formation, execution or termination of this insurance contract.

- 2 Retrieval of health data from third parties
- 2.1 Retrieval of health data from third parties for <u>risk assessment purposes and for verification of the obligation to provide</u> benefit

In order to assess the risks to be insured, it may be necessary to retrieve information from offices that hold your health data. Furthermore, in order to verify the obligation to provide benefit, it may be necessary for ACE to check the information you



Direktion für Deutschland, eingetragen HRB Frankfurt 58029, Hauptbevollmächtigter: Andreas Wania Hauptsitz der Gesellschaft: London, United Kingdom. ACE European Group Limited unterliegt der Zulassung und Regulierung der Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA, UK, sowie in Deutschland zusätzlich den Regularien der Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) zur Ausübung der Geschäftstätigkeit, welche sich von den Regularien des Vereinigten

Königreichs (UK) unterscheiden können. USt-IdNr.: DE240196168, VersStNr.: 9116 80700402 Citigroup Global Markets Deutschland, IBAN: DE47 5021 0900 0210 1170 24, BIC: CITIDEFF



provide on your state of health with a view to substantiating any claims or the information obtained from documents submitted (e.g. bills, prescriptions, medical reports) or disclosed e.g. by a physician or other member of a medical profession. Such a check will be made only where necessary. For this, ACE requires your consent, together with a release from the duty of non-disclosure for itself and for these offices, in case health data or other information protected in accordance with Section 203 of the German Criminal Code has to be disclosed in the context of the retrieval of such information.

You can make these statements and declarations in advance, in this document (I), or at a later date on a case-by-case basis (II). You may revise your decision at any time.

Kindly decide on one of the following two options: (Please be aware that if you don't decide on one of the following options it may lead to delays to the process)

#### Option I

☐ I hereby consent to the ACE European Group Limited collecting my health data — provided this is required for risk assessment purposes or for checking a claim — from physicians, careers and people working in hospitals, other medical establishments and nursing homes, from personal insurers, statutory health insurance funds, employers' liability insurance associations and authorities, and to its using such data for these purposes.

I hereby release the aforementioned persons and employees of the aforementioned organisations from their duty of nondisclosure whenever my health data, stored in a permissible manner and obtained as the result of examinations, consultations and treatment, together with insurance applications and policies, throughout a period of up to ten years prior to my application for insurance, are communicated to ACE.

I am moreover agreeable to ACE disclosing my health data, where necessary, in such connection to these offices and to this extent, also hereby release persons working for ACE from their duty of non-disclosure.

Prior to the collection of any data in accordance with the above paragraphs, I shall be informed by whom the data are to be collected and for what purpose, and I shall be advised that I may object to this and provide the required documentation myself.

#### Option II

I wish ACE European Group Limited to inform me in each individual case by which persons or organisations information is required, and for what purpose. I shall then decide in each case whether I

- consent to the collection and use of my health data by ACE, release the aforementioned persons or organisations, together with their employees, from their duty of non-disclosure and consent to my health data being communicated to ACE
- or provide the required documentation myself.

#### 2.2 Declarations and statements in case of your death

It may also be necessary for the purposes of verifying the obligation to provide benefit to check health data following your death. It may equally be necessary to check this whenever there are, as far as ACE is concerned, definite indications of the fact that incorrect or incomplete information was given at the time of the application, which would have had an influence on the risk assessment, and this up to ten years after conclusion of the contract. Consent and a release from the duty of non-disclosure are required for this too.

Please mark the box with the cross:

For the event of my death, I hereby consent to the collection of my health data from third parties for the purposes of checking a claim and/or for any rechecking of the application which might be necessary, as described in the first box to be crossed (cf. 2.1. above - Option I).





### Disclosure of your health data and other data protected in accordance with Section 203 of the German Criminal Code to offices outside the ACE European Group Limited, Direktion für Deutschland

The ACE European Group Limited, Direktion für Deutschland, places the following offices under a contractual obligation to comply with data protection and data security regulations.

#### 3.1 Disclosure of data for medical examination purposes

In order to assess the risks to be insured and verify the obligation to provide benefit, it may be necessary to call upon the services of medical consultants. The ACE European Group Limited requires your consent and release from the duty of non-disclosure whenever your health data and other data protected in accordance with Section 203 of the German Criminal Code are communicated in this connection. You will be informed in each case of the communication of such data.

I hereby consent to the ACE European Group Limited communicating my health data to medical consultants, provided this is required in a risk assessment context or for the verification of the obligation to provide benefit and that my health data are used appropriately by them and the results communicated back to the ACE European Group Limited. As far as concerns my health data and other data protected in accordance with Section 203 of the German Criminal Code, I hereby release the persons working for the ACE European Group Limited and the consultants from their duty of non-disclosure.

#### 3.2 Assignment of tasks to other offices (companies or persons)

Certain tasks, such as for example claims handling or customer services call centres, where the collection, processing or use of your health data may be required, are performed not by the ACE European Group Limited, Direktion für Deutschland, itself but responsibility for dealing with such matters is assigned to another company in the ACE Group or to another office. If your data which are protected in accordance with Section 203 of the German Criminal Code are disclosed, the ACE European Group Limited, Direktion für Deutschland, requires your release from the duty of non-disclosure for itself and, where necessary, for the other offices.

The ACE European Group Limited, Direktion für Deutschland keeps a continually updated list of the offices and types of offices which, as agreed upon, collect, process or use health data on behalf of the ACE European Group Limited, with an indication of the tasks assigned. The currently valid list is attached as an appendix to the statement of consent. An up-to-date list can also be found on the website (at http://www.acegroup.com/de-de/assets/datenschutz.pdf) or be requested from the data protection officer, Lurgiallee 12, 60439 Frankfurt, 069 75613 0, Datenschutzbeauftragter@acegroup.com.

For the disclosure of your health data to and for its use by the offices named in the list, the ACE European Group Limited needs your consent.

I hereby consent to the ACE European Group Limited communicating my health data to the offices named in the abovementioned list and to the health data being collected, processed and used by them for the aforesaid purposes to the same extent as the ACE European Group Limited is permitted to do so. To the extent that this is necessary, I hereby release the employees of the ACE group of companies and of other offices from their duty of non-disclosure as far as concerns the disclosure of health data and other data protected in accordance with Section 203 of the German Criminal Code.

#### 3.3 Disclosure of data to reinsurers

To guarantee that your claims are met, the ACE European Group Limited may involve reinsurers, who accept all or part of the risk. To do so, the reinsurers do in some cases call upon other reinsurers, whom they also provide with your data. To permit the reinsurer to form its own idea of the risk or of the insured event, it may happen that ACE submits your insurance application or claim for benefit to the reinsurer. This is notably the case when the sum insured is particularly high or where it concerns a risk which it is difficult to classify.

It may moreover happen that because of its expert knowledge, the reinsurer assists ACE with risk assessment or with checking claims, and in the evaluation of procedures.

Where reinsurers have assumed responsibility for covering the risk, they may check whether ACE has correctly evaluated the risk and/or any claim.

The required amount of data concerning your existing policies and applications is moreover disclosed to reinsurers to permit the latter to check whether and to what extent they are able to participate in the risk. Data concerning your existing policies may be disclosed to reinsurers for the purposes of processing premium and claims payments.





The data used for the above-mentioned purposes is as far as possible anonymised and/or pseudo-anonymised, however personal health data may also be used.

Your individual personal data will be used by the reinsurers for the above-mentioned purposes only. ACE will inform you of the communication of your health data to reinsurers.

I hereby consent to my health data being communicated - where required - to reinsurers and used by them for the aforementioned purposes. To the extent that this is necessary, I hereby release persons working for the ACE European Group Limited from their duty of non-disclosure as far as concerns health data and other data protected in accordance with Section 203 of the German Criminal Code.

Please sign here:		
Place, date	Signature of the accident victim (provided he/she has the required capacity to understand, at the earliest on attaining the age of 16)	or Signature of the legal representative
Please insert your first ar	nd surname in block letters:	





#### Appendix to the data protection statement of consent / List of service providers

List of offices and types of offices which, as agreed upon, collect, process or use health data or data protected in accordance with Section 203 of the German Criminal Code on behalf of the ACE European Group Limited

Name / Category	Delegated Services
AXA Assistance Deutschland GmbH, München	Service centre, claims handling and provision of emergency assistance services
CISI Cultural Insurance Services Internat. Inc.	Service-Center
Europ Assistance Service GmbH, München	Provision of emergency assistance services
Telcon GmbH, Saarbrücken	Service centre and claims handling

Category	
Bank	Collection of insurance contribution and claims payment
Printers and print packaging	Printing and compilation and sending of insurance documentation
Waste disposal contractors, storage	Disposal of data media and paper documents in accordance with the data protection provisions
IT providers	Building and maintenance of IT systems, development of applications, website management
Reinsurers	Reinsurance of certain risks or sums insured
Service-Center	Customer-Service and receivable management

Your health data and other data protected in accordance with Section 203 of the German Criminal Code are stored in the IT systems of the ACE Group. Data protected in accordance with Section 203 of the German Criminal Code are a "third party secret, namely a secret belonging to a person's personal life or an industrial or commercial secret". In the case of insurance, this notably concerns the fact that there is an insurance contract in existence.

Access to your health data is granted only to a restricted group of people within the ACE European Group Limited, Direktion für Deutschland. Your other data (e.g. inception of the insurance, your address) may also be viewed by other ACE employees, e.g. for policy administration purposes.

It is in theory possible that your data might be viewed by some other employees of the ACE Group. **ACE European Group Limited** is an English company headquartered in **London, Great Britain** (please visit <a href="https://www.aceeurope.de">www.aceeurope.de</a> for further details).

The partner company, ACE Limited is based in Zurich (Switzerland).

This list does not include your insurance broker or a designated representative. If you have any questions regarding the disclosure of information, please refer to the data documented by your insurance broker.

Health data, in cases of benefit claims, is collected by us (with your prior consent). We only disclose this to your insurance broker once you have explicitly agreed to it (on the benefit claim).





### Terms and conditions for CareMed travel cancelation costs insurance 2017/2018

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#### Behaviour in case of a claim

- 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)40/4119-2300 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.
- 3. 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)40-4119-2300 Fax: +49-(0)40-4119-3586

E-mail: CareMedClaims@hansemerkur.de

If claim documents are sent incompletely, it may come to a delay in claims processing.

#### **Consumer information**

CareMed GmbH mediates international travel insurance programs marketed under the CareMed® trademark.

#### **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: +49(0) 40 - 41 19 -10 00 Fax: +49(0) 40 - 41 19 -30 30

#### 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:

Fritz Horst Melsheimer (Chairman), Dr. Andreas Gent, Peter Ludwig, Eberhard Sautter, Holger Ehses (stv.)

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

HanseMerkur insures risks which are related to travels.

#### Name and address of the regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

#### 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:

HanseMerkur provides travel damage and travel accident insurance policies. Depending on the scope of the selected insurance coverage, HanseMerkur shall pay benefits deriving from the Travel Health Insurance, Travel Accident Insurance or Travel Liability Insurance with the respective insurance terms and conditions. The policyholder stipulates the scope of insurance coverage on the application form. Detailed information about type and scope of the insurance coverage which the policyholder has selected can be found in the description of benefits on the application form and in 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.

#### Legal system:

German law shall govern the contractual relationship.

#### Total price and price components:

The policyholder determines the scope of the insurance coverage and the corresponding total insurance premium. The individual premiums for the components of the insurance coverage are stated on the application form. Apart from the health insurance which is not taxable, all the listed premium amounts include the statutory insurance tax valid at the time.

#### Additional costs, taxes or fees:

There are no additional fees or taxes added to the final premium, however, costs such as telephone or postal charges may come up.

#### Details of payment and compliance:

The premium is a single premium payable upon taking out the insurance policy. It can also be paid by instalments. For details please refer to the insurance application form.

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

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

### Commencement of the contract, commencement of the insurance coverage, duration of binding period upon application:

The contract commences upon payment of the premium owed. The insurance coverage commences upon the point in time stipulated by the policyholder; however, not before the premium owed has been paid. If the premium is to be booked off an account, payment is considered in time if the premium can be collected on the date of booking off and the policyholder does not object to the authorized collection. If it is not the fault of the policyholder that the premium cannot be collected, payment is still considered being made in time, if it is made immediately after a written request for payment by the insurance company. In addition, with regard to travel health insurance, insurance coverage does not commence before the point in time of having left the national territory where the insured person resides and also not before possible waiting periods. Please find the preconditions for taking out insurance under § 2 of the enclosed insurance terms and conditions. There is no binding period.

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 policyholders fault.

#### Revocation right:

Policyholders are entitled to revoke their contract agreement in writing (e.g. letter, fax, e-mail) within 14 days without being obliged to state any reasons provided that they have signed an insurance contract with a minimum running time of one month. The time limit becomes effective upon entering into the contract. The timely sending of the revocation suffices to protect the revocation time limit. Revocations shall be addressed to: HanseMerkur Reiseversicherung AG,, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany.

Phone: +49(0)40-4119 -1000, Fax: +49(0)40-4119-3030

E-mail: reiseservice@hansemerkur.de

#### Consequences of revocation:

In the event of an effective revocation, HanseMerkur will pay back insurance contributions that have already been received.



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

The contract is limited in accordance with the selected duration.

Expiry of the contract, right to give notice, business fee:

Insurance expires upon ending the journey or upon the agreed expiry date. Insurance coverage of travel health insurance ends upon entering the national territory where the insured person resides. In principle, there is no right to give premature notice to the insurance contract. Please cf. the relevant application form for exceptions. If HanseMerkur resigns from the contract due to non-payment of the initial or the single premium in accordance with § 37 para 1 VVG, a business fee amounting to EUR 12,80 per insurance contract is levied in accordance with § 39 para 2 VVG.

#### Legal system and place of jurisdiction:

German law shall govern the contractual relationship. Lawsuits against HanseMerkur can be filed in Hamburg or wherever the policyholder 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 policyholders during the contractual period of validity shall be German.

#### Extrajudicial complaints and arbitration procedure:

If an agreement with HanseMerkur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

#### For travel health insurance:

Ombudsmann Private Kranken- und Pflegeversicherung Postfach 06 02 22, 10052 Berlin, Germany www.pkv-ombudsmann.de

#### For any other insurance:

Versicherungsombudsmann e.V. Postfach 08 06 32, 10006 Berlin, Germany www.versicherungsombudsmann.de This does not affect the right to take legal action.

### Complaints can also be launched at the relevant regulatory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

## Terms and Conditions for the CareMed travel property insurance of HanseMerkur Reiseversicherung AG

VB-RS 2012 (CareMed)

A: General Part (valid for all insurance policies mentioned in Part B)

#### Section 1 - Insured Persons

Insurance coverage shall extend to the person specified by name in the insurance certificate or the confirmation of the tour operator.

### Section 2 – Conclusion, duration and termination of insurance contract

The insurance contract must be concluded before commencement of the trip for its whole duration or in the travel cancelation costs insurance for the whole duration until commencement of the trip. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip. The travel cancelation costs insurance has to be concluded with the booking, at the latest, however, 30 days prior to the start of the trip. It shall begin after payment of the insurance premium at the agreed point in time and end at the agreed time, by no later however than with termination of the insured trip.

#### Section 3 - Premium

Payment of the first or one-time premium.

The insurance coverage shall begin at the time stated in the insurance policy, no earlier than after payment of the one-time premium.

2. Direct debit procedure

If the premium is collected by the insurer by direct debit from a bank or credit-card account, payment will be regarded as having been made in due time if the premium can be collected on the booking date and the policyholder does not object to a legitimate premium booking. If the premium could not be collected, though for reasons non-attributable to the

policyholder, the payment will still be regarded as having been made on time if it is made immediately after receipt of a demand for payment from the insurer.

#### Section 4 - Scope of the insurance coverage

- 1. Insurance coverage is provided for the contractually agreed local area of application of the insured trip.
- 2. Drives, walks and stays within the permanent place of residence of the insured person shall not be deemed as travel.

### Section 5 – General limitations on insurance coverage, deductible, grounds for forfeiture, limitation periods for legal action, statute of limitation

- Insurance coverage is not provided for damage due to war, civil war, warlike incidents, civil unrest, strike action, nuclear energy, confiscation, dispossession or other acts of high authority.
- HanseMerkur shall not be obliged to pay benefits if the event covered by the insurance was foreseeable by the policyholder or the insured person at the time of booking of the trip.
- HanseMerkur is free of any obligation to pay benefits if the policyholder or the insured person has intentionally caused an event covered by the insurance.
- 4. If an insured event occurs as a result of grossly negligent behavior on the part of the policyholder or the insured person, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior.
- HanseMerkur is not obliged to pay benefits if the policyholder or the insured person has willfully attempted to deceive HanseMerkur as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due.
- 6. Claims based on this insurance contract fall under the statute of limitations after three years. The period of limitation begins at the end of the year in which the claim for benefits can first be raised. If a claim has been submitted to HanseMerkur by the policyholder, or by the insured person, the period of limitation will be delayed until the point in time at which HanseMerkur's decision in the matter is received by the policyholder, or by the insured person, in writing.

### Section 6 – General obligations and the consequences of violation of such obligations

- Upon occurrence of an insured event, the policyholder and the insured person shall be obligated:
  - a) to keep damage to a minimum and to avoid anything that might cause unnecessary increase in costs;
  - b) to permit HanseMerkur to undertake any reasonable investigation into the cause and the amount payable, to provide any relevant information, to furnish original receipts and, in the case of death, to submit the death certificate;
- 2. If the policyholder or the insured person violates a contractually agreed obligation, HanseMerkur is not obliged to pay benefits, provided the policyholder/insured person has willfully violated the obligation. In the case of gross negligence leading to violation of the obligation, HanseMerkur is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior by the policyholder or the insured person, the onus of proof for non-applicability of gross negligence resting with the policyholder/insured person.

Note: Please also observe the respective special obligations referred to in the "Special Part" of the individual insurance policies.

#### Section 7 - Payment of insurance benefits

- If HanseMerkur has proof of both the conclusion of an insurance contract and the payment of the premiums and if the reason for payment of benefits and the amount of such benefits have been established, payment of compensation must be made within two weeks. This period may be extended if the processing of the claim by HanseMerkur is delayed for reasons for which the insured person can be held responsible.
- One month after giving notice of a claim, the insured person may demand partial payment of the minimum amount owed according to the current state-of-affairs.
- If, in connection with the insured event, the insured person is under investigation by the authorities or if criminal charges have been brought against the insured person, HanseMerkur can delay settlement of the claim until such legal proceedings have been concluded.
- 4. Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were



received by HanseMerkur. For traded currencies, the exchange rate of the day is the official exchange rate quoted in Frankfurt/Main; for untraded currencies, the exchange rate quoted in the latest issue of "Currency of the World" published by German Federal Bank in Frankfurt/Main shall be used, unless proof can be furnished that the foreign currency used to pay the bills was bought at a higher exchange rate.

### Section 8 – Indemnification from other insurance contracts and claims against third parties

- If the policyholder has a claim against a third party, this claim passes to HanseMerkur, to the extent that the latter compensates for the damage. Such transfers of claim may not be enforced to the disadvantage of the policyholder.
- 2. The policyholder must enforce his/her claims for compensation, or rights serving to secure the claims, in compliance with the required form and deadline regulations and must assist and support the insurer in implementing these, if necessary. If the policyholder violates this obligation intentionally, the insurer is released from the obligation to pay benefits to the extent that no substitute performance can be obtained from the third party. In the case of gross negligence leading to violation of the obligation, the insurer is entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behavior by the policyholder, the onus of proof for non-applicability of gross negligence resting with the policyholder.
- If the policyholder has a claim for compensation against a
  person with whom he or she had lived in the same household at
  the time of occurrence of the damage, the passing of claim
  referred to in Item 1 cannot be enforced, unless this person
  caused the damage intentionally.
- 4. If, in the case of an insured event, indemnification can be claimed from another insurance contract, this other contract shall have priority over the current contract. If the event covered by the insurance is first reported to HanseMerkur, the latter will initially undertake payment.

#### Section 9 - Offsetting of claims

The policyholder or the insured person can only offset claims of the insurer to the extent that the counterclaim is uncontested or has been legally established.

#### Section 10 - Declarations of intent and notices

Declarations of intent and notifications made to the insurer are to be made in writing (letter, fax, e-mail, electronic data medium, etc.).

### Section 11 – Applicable law, contract language, validity for the insured person

German law shall apply insofar as permitted by international law. The contract language shall be German. All of the agreed provisions apply correspondingly to the insured person.

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

### B: Special part on the individual insurance policies

(depending on the selected scope of insurance)

#### Travel cancelation costs insurance (TC)

(only valid insofar as included in the selected scope of insurance)

### Section 1 – Object of insurance coverage and scope of obligation to provide compensation

To the extent specified in Section 2 (Types of damage) and subject to the limitations of Section 3 (Limitations on insurance coverage), HanseMerkur is required to pay benefits if, during the period of insurance coverage, one of the following events covered by the insurance occurs:

- 1. Insurance coverage for insured persons or persons at risk:
  - a) Unexpected serious illness;
  - b) Death, serious accident injury, pregnancy, intolerance of vaccination. Not insured however is a failure of a vaccination or insufficient accumulation of an antibody value that is stipulated for the country of travel;
  - c) Breakage of prostheses.
- 2. Insurance coverage for insured persons:
  - a) Loss of the workplace with subsequent registered unemployment as a result of an unexpected termination of the employment relationship for operational reasons by the

- employer. Not insured is the loss of orders for jobs or the bankruptcy in the case of self-employed persons;
- b) Commencement of an employment relationship or an activity with compensation for additional work (1-euro job) from unemployment, provided that the insured person was registered as unemployed when booking the trip. Not insured is the commencement of internships, operational measures or training measures of all kinds as well as the commencement of work of a pupil or student during or after the period of schooling or studies;
- c) Change in workplace, presuming the insured trip was booked before knowledge of the change in workplace and the insured person is still in the trial period of the new professional activity, a maximum however in the first 6 months of the new professional activity;
- d) Repetition of unsuccessful examinations at school, university or technical college, which must be retaken to avoid an extension of the period of studies or to secure a schoolleaving or final examination certificate. The prerequisite is that the insured trip was booked before the date of the failed examination and the date for the repeat examination unexpectedly falls in the insured travel period or up to 14 days after termination of the trip;
- e) Non-promotion of a pupil if it concerns a school or class trip or a high school stay abroad;
- f) considerable damage to property owned by the insured person as a result of fire, burst water pipe, natural occurrences or criminal acts of third parties (e.g. burglary). A damage to the property through the aforementioned events is deemed as substantial if the amount of the damages is at least EUR 2,500.00:

#### 3. Persons at risk are

- a) insured persons who have jointly booked and insured a trip;
- b) the relatives of an insured person, including the married partner or the unmarried partner in a marriage-like partnership, children, adopted children, stepchildren, foster children, parents, adoptive parents, stepparents, foster parents, grandparents, siblings, grandchildren, parents-inlaw, sons- and daughters-in-law and brothers- and sisters-inlaw:
- c) persons caring for non-accompanying minors or for non-accompanying relatives of an insured person;
- d) aunts, uncles, nephews and nieces, provided the insured event of "death" has occurred;
- 4. If more than five persons, or more than two families in the case of family tariffs, have jointly booked and insured a trip, only the respective relatives of the insured persons and those persons charged with their care are regarded as risk persons, not all insured persons among themselves.

#### Section 2 - Types of damage

HanseMerkur shall pay, under the deduction of the agreed deductible, compensation if the trip is not started/canceled or if the rented object is not used/canceled (with the exception of rental car) for the cancelation costs owed as per contract by the insured person. These shall also include the mediation fee owed to the travel agent by the insured person insofar as this was agreed, owed and invoiced as per contract at the time when the travel was booked already. The compensation is limited to EUR 100.00 per insured person.

#### Section 3 – Limitations of the insurance coverage Not insured are

- Illnesses that are known at the time when the insurance is taken out and have been treated in the last 6 months before conclusion of the insurance. Control examinations are excluded from this;
- Illnesses that in the given circumstances can be regarded as psychological reactions to terrorist attacks, aircraft or bus accidents, or fear of internal unrest, acts of war, terrorist attacks, natural occurrences, illnesses or epidemics, the respective occurrence having taken place at the destination.
- 3. Loosening or loss of prostheses of all kinds;
- Additional return travel costs, which are incurred after a travel is interrupted or costs for days not used at the holiday location as well as missed enjoyment of the holiday;
- Terrorist attacks or threats;
- 6. Consequential financial losses.
- If the insured damage event is triggered through the insured event of "unexpected serious illness," the deductible is 20% of



the reimbursable damages, at least however EUR 25.00 per insured person. The deductible shall cease to apply provided that a full inpatient hospital treatment became necessary owing to the unexpected serious illness.

### Section 4 – Special obligations after occurrence of the insured damage event

(as a supplement to the general obligations listed in the General Part)

The policyholder or the insured person is obliged,

- in case of non-commencement of the travel or non-use of the rental object to undertake an immediate cancelation at the booking center in order to keep the cancelation costs as low as possible;
- to notify HanseMerkur promptly, at the latest upon termination of the trip, about the damage and to prove the occurrence of an insured event by submitting insurance proof, booking documents and cancelation costs statement as well as
  - a) in the event of illness, serious accident, pregnancy, intolerance of vaccinations or the breakage of prostheses through corresponding significant medical certificates with diagnoses.
  - b) with psychiatric illnesses through a significant medical certificate of a specialist doctor of psychiatry,
  - with substantial damages to the property through corresponding proof,
  - d) with repeat examinations through corresponding certificates of the school/university/university of applied sciences/college,
  - e) with a dismissal for operational reasons or the commencement of an employment relationship through corresponding certificates of the employer <u>and</u> the Federal Job Agency,
  - f) in cases of non-use/cancelation of lease property, confirmation by the landlord as to the non-availability of substitute lessees for the lease property,
  - to be proven respectively at the time of cancelation or rebooking;
- to permit HanseMerkur to check any inability to travel due to a serious accident or unexpected serious illness by means of a specialist medical certificate. Upon request of HanseMerkur, incapacity to work certificates and certificates from specialist doctors are to be submitted;
- 4. The legal consequences of any violation of these requirements are stipulated in Section 6, Item 2 of the General Part.

#### Contact

#### Claims Office

HanseMerkur Reiseversicherung AG Abt. RLK 4/CareMed Claims Siegfried-Wedells-Platz 1 20354 Hamburg, Germany Phone: +49-40-4119-2300

Filone. +49-40-4119-2300

E-mail: CareMedClaims@hansemerkur.de

#### CareMed International Sales Office

CareMed GmbH Budapester Str. 4 53111 Bonn, Germany Phone: +49 (0)228-55 54 90-0

Fax: +49 (0)228 55 54 90-75 germany@caremed-travel.com

#### CareMed Office CareMed USA 1 High Ridge Park

Stamford, CT 06905 USA