

Insurance terms and conditions for seminar insurance
VB-RS 2018 (SFG9-D)

In these insurance terms and conditions, the insured persons are referred to as “you”.

The insurance terms and conditions consist of two sections.

In Section A, you will, in particular, find information about the start and end of your insurance cover and the insured persons. **In Section B** you will find information on the extent of insurance cover provided. In addition to the benefits and benefit conditions, exclusions and rules of behaviour are also specified there.

A: General Section

1. When does the insurance cover start and end?

1. Your insurance cover starts once you are included in the group insurance contract, upon confirmation that you have taken out the insurance policy.
2. The insurance cover ends once the first insured travel benefit is claimed.

2. Who is insured?

The insured persons are participants who have booked a seminar/conference and a flight and/or hotel, where applicable, and who have been included in the group insurance contract.

3. When does HanseMerkur pay the benefit?

1. Once HanseMerkur has confirmed our liability to pay you and confirmed the amount of compensation, the sum will be paid within two weeks.
2. HanseMerkur converts costs that have arisen into a foreign currency at the exchange rate applicable on the day the documentation is received. The official exchange rate applies unless you acquired the currency to pay the invoices at a less favourable rate. HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.
3. Payments made from other insurance contracts take precedence over HanseMerkur's obligation. If you report the

insured event to HanseMerkur first, HanseMerkur will pay in advance, pending clarification of ultimate responsibility.

4. Which law is applicable?

In addition to these provisions, the Insurance Contract Act (Versicherungsvertragsgesetz, VVG) and German law shall apply.

5. When does your entitlement to the benefits expire?

Any claims arising from this insurance contract expire in three years. Expiry is measured from the end of the year in which the claim can be made. If a claim has been made by you, the expiry period is suspended until HanseMerkur's decision is sent to you in writing or electronically.

6. What is the place of jurisdiction?

Appeals against HanseMerkur can be made in Hamburg or at the location where you were domiciled at the time of the appeal, or, in the absence of a place of domicile, at your usual place of residence.

7. In what form and in what language should declarations of intent be made?

Declarations of intent and notifications to the insurer must be made in text form (letter, fax, email, electronic data carrier, etc.) The contractual language is German.

B: Specific Section for Travel Cancellation Insurance

1. What insured sums have been covered?

The amount of your sum insured must reflect the price of the seminar or the conference fee amount and, where applicable, the price of the flight and hotel. If no other amounts are set out in the following, HanseMerkur pays benefits up to a maximum of the insured sums if there has been an insured event.

2. What qualifies as an insured event?

HanseMerkur pays benefits if you or another person covered under the policy are affected by an insured event and the planned attendance at the seminar or participation in the conference is therefore not reasonable.

3. What events are insured?

1. Events covered for insured persons or persons at risk
 - 1.1 Unexpected and severe illness, death, accident or pregnancy;
 - 1.2 Breakage of a prosthesis or loosening of implanted joints;
 - 1.3 Adverse reaction to vaccination;
 - 1.4 Unexpected cancellation of the seminar or conference by the organiser
 - 1.5 Substantial damage of at least EUR 2,500 to your property due to fire, burst water pipes, natural events or criminal acts committed by third parties (such as burglary);
2. Events covered for insured persons
 - 2.1 Repetition of failed school, university/technical high school or college examinations. This is conditional on the date scheduled for the repeat examination unexpectedly falling during the insured travel period or up to 14 days following the end of the trip;
 - 2.2 Failure to advance to the next school year or to be admitted to an exam, if this relates to a school or class trip or participation of a school group in a conference;
 - 2.3 Missing a booked and co-insured travel connection because of a delay in public transport of more than two hours, or the cancellation of same. Public transport is defined as all domestic air, land and water vehicles authorised for the transport of the public. Means of transport that are part of

round trips/return flights, as well as hired vehicles, taxis and cruise ships are not considered to be public transport;

- 2.4 Chronic or existing suffering becoming acute, where no treatment has been received in the six months leading up to taking out insurance
- 2.5 Upon taking out insurance, cancellation of a study, training, research or seminar trip confirmed in writing by the implementing organisation
- 2.6 Unexpected postponement by the school or university of an examination date in the home country that was fixed in writing upon taking out insurance, but now falls within the travel period
- 2.7 First-time commencement of full-time employment with a minimum of a 12 month contractual term, within three months of school or university education coming to an end, with a start date before or during the date of the insured trip with an employer for which no work has been carried out in the past 12 months
- 2.8 The issuance of a visa being denied (visa refusal) by the authorities responsible in the land of travel. This is conditional on a visa agency being engaged for the visa or on it being mandatory to submit the visa online.
- 2.9 Theft (reported to the police) of travel documents required for the trip that can no longer be replaced prior to departure (obligation to prove this)

4. Who counts as a person at risk?

Persons at risk are

1. Persons who have booked a trip together with you. This does not apply if more than six persons book a trip together;
2. Your relatives and the relatives of your spouse or partner. The relatives of an insured person include the spouse or partner in a marriage-like relationship, children, adopted children, step-children, foster children, children-in-law, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces;

3. Individuals who look after minors or your dependent relatives who are not travelling with you;
4. If separately agreed, accompanying persons for group travel (e.g. trips with teachers, parents, skippers);
5. Another arbitrary related individual who must be named when booking.

5. What benefits are included in your travel cancellation insurance if there is an insured event?

1. Reimbursement of cancellation costs

HanseMerkur will reimburse you contractual cancellation costs for your flight and hotel and the seminar costs if the seminar is not attended, or the fees payable if the conference is not attended. If the seminar or conference is cancelled by the organiser, we will reimburse you only for flight and hotel cancellation costs.

2. Reimbursement of additional outbound costs

If the start of the seminar or conference is delayed, HanseMerkur will reimburse the additional outbound travel costs of the type and quality originally booked. HanseMerkur will reimburse these additional costs up to the amount of the cancellation costs that would have been payable had the seminar or conference been cancelled, or up to the amount of the fees payable if the conference is not attended.

3. Reimbursement of rebooking costs

If a seminar or conference is rebooked, HanseMerkur will reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred if the seminar or conference had been cancelled. If you rebook the seminar or conference up to 42 days before travel without an insured event having taken place, HanseMerkur will reimburse the rebooking costs up to EUR 30 per person

4. Reimbursement of single-room surcharges

You have booked a double room with a person at risk who can no longer attend the seminar or conference due to an insured event. In this event, HanseMerkur will reimburse you up to the full amount of the cancellation costs, the surcharge for a single room, and further rebooking charges or the share of costs for the double room of the person unable to travel.

6. What limitations of the insurance cover should be noted?

1. Fraud

HanseMerkur does not pay benefits if you attempt to make fraudulent representations to us concerning circumstances that are material to the grounds for providing cover or the amount of insurance benefits;

2. Intent

There is no insurance cover for damages caused by intent.

3. Pre-existing conditions

The insurance does not cover illnesses known of at the time insurance was taken out that have been treated in the six months leading up to the insurance cover being taken out. Check-ups are not considered to be treatments.

4. Psychological reactions

HanseMerkur does not pay benefits for illnesses arising from a psychological reaction to terrorist attacks, air or bus accidents or the fear of civil unrest, acts of war, natural events, illnesses or epidemics.

5. Foreseeability

HanseMerkur does not pay benefits if the insured event was foreseeable at the time the contract was entered into.

6. War and other events

HanseMerkur does not pay benefits if the insured event is caused by:

War, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, active participation in violence during a public assembly or demonstration.

7. What should be considered when a claim is made (obligations)?

1. Obligation to minimise the claim/immediate cancellation

You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs. To keep costs as low as possible, if an insured event occurs you must cancel your seminar or conference immediately at the place it was booked.

2. Proof of level of damage

You must provide true and complete information about the claim. You must fully complete and return the claim form sent to you. The same applies to any requests that HanseMerkur makes for receipts and information pertaining to the case. You must submit to us originals for any receipts that indicate the level of damage, e.g. invoice for cancellation costs.

3. Proof of insured events

You must prove an insured event by presenting appropriate original documentation. Medical certificates must include the diagnosis and the dates of treatment. If HanseMerkur considers it necessary, we may request a specialist medical report to confirm that the insured person is unable to travel.

4. Compensation claims against third parties

Compensation claims against third parties shall be transferred to HanseMerkur as per the statutory regulation and up to the amount of the benefit paid. HanseMerkur shall ensure that this does not disadvantage you. Where necessary, you have a duty to assist in asserting the claim for compensation.

4. Consequences of failure to comply with obligations

If you deliberately breach the above-mentioned obligations, HanseMerkur will be released from the obligation to provide benefits. In the event of a grossly negligent breach of duty to comply with these obligations, HanseMerkur will be entitled to reduce the insurance benefits depending on the severity of the breach and the degree of fault. If you demonstrate that you did not fail to meet the obligation as a result of gross negligence, the insurance cover remains unchanged.