

**Insurance terms and conditions for medical insurance for foreign guests  
VB-KV 2017 (AGL-D)**

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany. In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with HanseMerkur. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be both an insured person and a policyholder. These insurance terms and conditions apply to you as a policyholder or to you as an insured person.

Your insurance terms and conditions comprise three sections.

Section I contains an overview of the types of benefit and the levels of premium associated with them.

In Section II you will, in particular, find explanations about the insured persons, time limits for taking out insurance, and premium payments.

The full description of the types of benefit can be found in Section III.

**Section I – Overview of benefits**

The full description of the insured benefits and events can be found in the relevant clauses of Section III Description of benefits.

**Health insurance**

<b>Insured benefits</b>		<b>Basic</b>	<b>Profi</b>
The amount of the benefit depends on the premium that you selected			
2.1.1	Out-patient medical treatments in accordance with the fee schedule set out in section III.1.2	100%	100%
2.1.2	Dental treatment for pain relief in accordance with the fee schedule set out in section III.1.2 per insurance year	EUR 500	EUR 1,000
2.1.3	Medications and surgical dressings	100%	100%
2.1.4	Radiation therapy, light therapy, and other physical treatments	100%	100%
2.1.5	Massages, compresses and inhalations, per insurance year	EUR 300	100%
2.1.6	Therapeutic aids following an accident, per insurance year	EUR 500	100%
2.1.7	Aids (if agreed by HanseMerkur in advance), per insurance year	Not insured	EUR 500
2.1.8	Repairs of existing aids, per insurance year	Not insured	EUR 250
2.1.9	Visual aids	Not insured	EUR 200
2.1.10	Operations	100%	100%
2.1.11	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100%	100%
2.1.12	Screening check-ups for early detection of cancers, per insurance year	Not insured	EUR 300
2.1.13	Screening check-ups for children in accordance with the statutory programmes introduced in Germany	Not insured	100%
2.2.1	Up to 80% of the cost for medically required dentures, per insurance year.	Not insured	EUR 1,250
2.2.2	Dental check-ups, per policy year	Not insured	EUR 200
2.3.1	Medically necessary pregnancy treatment due to complaints	100%	100%
2.3.2	Pregnancy examinations and deliveries	Not insured	100%
2.4.1	Ambulance transport to in-patient treatment	100%	100%
2.4.2	Repatriation, if medically desirable	100%	100%
2.5	Repatriation of mortal remains to the home country or funeral in the Federal Republic of Germany	EUR 10,000	EUR 10,000
2.6	Follow-up liability until restoration of ability to travel for up to	three months	three months
<b>Deductible</b>			
The deductible amounts to EUR 25 per insured event.			

**Section II – General provisions**

**1 Policyholder, insurable persons and eligibility**

- 1.1 The policyholder is the natural or legal person who has taken out the policy with HanseMerkur. The insured persons are those referred to by name in the insurance certificate for whom the premium was paid. Newborn infants of insured persons shall be included in the policy after birth, at the premium level of their parents. This is subject to the following conditions:
- that they are insured with HanseMerkur within two months of the day of birth with retrospective effect, and
  - the insurance contract was concluded at least three months earlier without interruption and
  - no other insurance cover exists.
- 1.2 Insurance cover can be provided for persons up to the age of 75 who are only temporarily staying in Germany.
- 1.3 The following are not eligible and will not be insured, even if payment of contributions is made:
- 1.3.1 Persons subject to mandatory health and/or care insurance in the country of destination.
- 1.3.2 persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. The mental condition and objective living conditions in particular of

- said persons shall be taken into account as regards classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.
- 1.3.3 Persons practising a professional sport.
- 1.4 The insurance contract cannot be signed for persons who do not fulfil the requirements of Clauses 1.1 and 1.2, even if the premium is paid. If the premium is paid nevertheless for these persons, a refund is available to the person paying the premium.

**2 Time limit for taking out insurance, commencement, duration and termination of the policy and insurance cover**

**2.1 Taking out insurance and commencement of the policy**

- 2.1.1 The application for an insurance contract may be made at any time. It must be concluded for the total remaining period of the stay.
- 2.1.2 The insurance contract is concluded when HanseMerkur has received the correctly-completed application form for this and has sent you confirmation of insurance. The application is correctly completed only when it contains all the requested information in an unambiguous and complete form.

- 2.1.3 If clauses 2.1.1 or 2.1.2 are not fulfilled, the insurance contract is not valid even if the premium is paid. In this case, the person paying the premium is entitled to receive a refund.

## **2.2 Commencement of insurance cover**

The insurance cover begins on the date indicated on the insurance certificate (commencement of insurance), after the waiting periods have elapsed. The prerequisite for this is that the policy is valid. For insurance cases that arose before the start of insurance cover or before the waiting period elapsed, no benefits are provided.

## **2.3 Duration**

The insurance applies for the agreed duration. The longest possible insurance term is one year. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with HanseMerkur.

## **2.4 Termination**

The statutory provisions concerning the right to termination for cause remain unaffected by these agreements. The insurance cover ends upon the termination of the insurance contract. The insurance contract also ends for insured events not yet concluded or pending

- 2.4.1 at the agreed time;
- 2.4.2 with the death of the policyholder; the insured persons may extend the insurance policy within two months of the policyholder's death by nominating a future policyholder;
- 2.4.3 if the eligibility criteria are no longer met.
- 2.4.4 in the event of repatriation to the nearest suitable hospital in your home country.

## **2.5 Insurance year and waiting periods**

- 2.5.1 An insurance year is considered to be 12 months. The insurance year begins from the start of insurance. If a benefit which is limited per insurance year is claimed in an insurance year, insurance cover for this benefit lapses once the benefit limit is reached. If a benefit is limited per insurance year, insurance cover for this benefit continues until the benefit limit is reached, even if the contract duration is less than 12 months.
- 2.5.2 If the insurance cover or benefits are tied to waiting times, these are calculated from the start of insurance. Unless special waiting times are specified below, the general waiting time is 31 days. The general waiting time does not apply if the application is made within 31 days of arrival. The date of arrival must be proved on request from HanseMerkur. The waiting time also does not apply to accidents or to medical interventions to avert an acute danger to your life. A comparable prior insurance that existed following arrival without interruption up to when this insurance commenced is counted against the general waiting time. The limitations on the obligation to pay benefits under clause III. 3 (Limitations to the insurance cover) and the special waiting times continue without restriction.

## **3. Scope of the insurance cover**

- 3.1 The insurance cover applies during the temporary stay in Germany and for temporary trips in the countries of the European Union, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City, but not in your home country. Home country as defined in this condition means your permanent residence before your temporary stay in Germany.
- 3.2 For insurance contracts lasting 12 months, insurance cover also applies during a temporary return to your home country, notwithstanding clause 3.1. Insurance cover in your home country is limited to six weeks for all stays in the home country.

## **4 What requirements must be complied with when paying the premiums?**

### **4.1 Size of premium**

The premium for an insured person is shown by the premium overview.

### **4.2 Payment of the first or one-off premium**

- 4.2.1 The first or one-time premium is due at the start of the contract.
- 4.2.2 **If you fail to pay the first or one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control.** If the reason for the failure to make payment on time is within your control, however, insurance cover starts only after payment.

- 4.2.3 In addition, HanseMerkur will be entitled to terminate the contract so long as the premium remains unpaid. This does not apply if the reason for non-payment is beyond your control.

## **4.3 Payment of subsequent premiums**

- 4.3.1 If the subsequent premium is not paid on time, HanseMerkur will send you a reminder and will set a time limit of two weeks for payment.
- 4.3.2 If you have still not made the payment when this deadline expires, HanseMerkur is entitled to terminate the contract, if it has drawn your attention to this when the reminder was sent.
- 4.3.3 If HanseMerkur has terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. **For insurance events that fall between the deadline and the payment, however, no insurance cover is provided.**

## **4.4 Collection of premiums**

If you have agreed to the premium being collected from your account by direct debit, this will take place as soon as the mandate has been set up. The payment is considered to have been made in a timely manner if HanseMerkur can collect the premium on the due date, and you do not dispute collection of the correct payment.

If HanseMerkur cannot collect the premium due for a reason beyond your control, the payment shall still be considered to be on time if payment is made immediately upon receipt of the written reminder from HanseMerkur.

## **4.5 Calculation of contribution**

How the premium is calculated is set out in the technical calculation basis of the insurer. If the premiums change, including due to a change in the insurance cover, the premium-related age (age group) reached by the insured person when the change enters into force is taken into account.

## **5. What requirements must be complied with when the benefit payment is made?**

### **5.1 Due date of the payment**

Once the proof of insurance and premium payment are available and HanseMerkur has confirmed its liability to pay and the amount of benefit, HanseMerkur will pay this within two weeks.

If the liability to pay is confirmed, but the amount of benefit has not been established within one month of receipt of the claim form by HanseMerkur, a reasonable down-payment on the benefit can be demanded.

If official enquiries or a criminal prosecution have been initiated against you in connection with the insured event, HanseMerkur can postpone the settlement of the claim until the legal conclusion of this process.

### **5.2 Costs incurred in foreign currencies**

HanseMerkur converts the costs using the euro exchange rate valid on the day the records are received. The official exchange rate applies unless the currency to pay the bills was acquired 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.

### **5.3 Benefits from other insurance policies**

If, in the case of an insured event, a benefit can be claimed from another insurance policy, that other policy shall take precedence. If the insured event is reported to HanseMerkur first, HanseMerkur will make an advance payment and will contact the other insurer directly regarding cost-sharing.

## **6. Which legal jurisdiction applies, and what is the limitation period for claims from the policy? To whom do the provisions apply?**

The German Insurance Contract Act (VVG) and in principle the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Any claims arising from this Insurance Contract expire in three years. The 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 our decision is sent to you by HanseMerkur in written form.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

## 7 Offsetting

Counter-claims may be offset against claims of HanseMerkur only if the counter-claim is uncontested or legally established.

## 8 What should be borne in mind when communicating with us?

All notifications and statements intended for HanseMerkur should be directed to the address stated in the insurance certificate in written form. The language of the policy is German.

## Section III – Description of benefits

### 1 Scope of insurance

- 1.1 Medically necessary treatment of an insured person due to illness or accident is considered to be an insured event. The insured event starts with your treatment. It ends once it is medically established that no further treatment is needed. If the treatment needs to be extended to an illness or consequences of an accident that is not causally linked to treatment up to that point, a new insured event shall be considered to have occurred. An insured event is also deemed to be the death of the insured person and medically necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, medically necessary terminations of pregnancy if the necessity of treatment had not existed at the time the policy commenced, and out-patient examinations.
- 1.2 During your stay, you have a free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. Hospitals must be under permanent medical management. They must have sufficient diagnostic and therapeutic facilities and manage case histories. These hospitals may not carry out any spa treatments or sanatorium treatments, nor may they accept convalescents. HanseMerkur reimburses the costs arising in accordance with clause 2 (Insured benefits).
- 1.2.1 In Germany, HanseMerkur reimburses the costs for medically necessary medical treatment up to the threshold values of the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ). The following are deemed to be the so-called threshold levels for payments
  - according to the fee schedule for dentists (GOZ), 2.3 times the fee rate,
  - according to the fee schedule for doctors (GOÄ) pursuant to no. 437 and Section M (laboratory services) of the fee schedule for doctors, 1.15 times the fee rate,
  - according to Sections A, E and O (technical services), 1.8 times the fee rate,
  - for all other services of the GOÄ, 2.3 times the fee rate.
- 1.2.2 Outside Germany, HanseMerkur assumes the costs arising from medically necessary treatment, if the fees were based on the relevant official current fee schedule – if available – or based on fees generally charged for similar medical care in the local area.
- 1.3 HanseMerkur pays for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, HanseMerkur pays for methods and medications which have proved equally promising in practice, or which are used because no conventional methods or treatment are available (e.g. treatment and prescriptions following the specific therapeutic directions of homeopathy, anthroposophic medicine and phytotherapy). HanseMerkur can, however, reduce its payments to the amount that would have been incurred by the use of available conventional methods or medications.

### 2 Insured benefits

If an insured event occurs, HanseMerkur provides the following benefits if they are insured under the tariff selected by you, the insured event occurred after the start of insurance cover, and the waiting times have elapsed. An overview of these can be found in Section I of these insurance terms and conditions.

If benefits for aids are foreseen under the tariff, the following objects are considered to be aids: Bandages, trusses, inlays, crutches and compression stockings, hearing aids, corrective splints, artificial

limbs/prostheses, cradles and seat shells, electric wheelchairs, breathing monitoring equipment, infusion pumps, inhalation devices, baby monitors, orthopaedic back, arm and leg support apparatus and speech devices.

### 2.1 Treatment expenses

Medical treatment within the meaning of these terms and conditions is defined as medically necessary:

- 2.1.1 Outpatient treatment by a doctor.
- 2.1.2 pain-relieving, preservative dental treatment, including simple fillings as well as repairs of existing dental prostheses, provided these are carried out or prescribed by a dentist.
- 2.1.3 medication and dressings prescribed by a doctor (medication does not include nutritional products and tonics or cosmetic preparations even if prescribed by a medical practitioner).
- 2.1.4 Radiation therapy, light therapy, and other physical treatments prescribed by a doctor.
- 2.1.5 massages, medicinal compresses and inhalations prescribed by a doctor.
- 2.1.6 basic aids prescribed by a doctor that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- 2.1.7 basic aids prescribed by a doctor if these are being purchased for the first time and written consent has been obtained from HanseMerkur in advance.
- 2.1.8 repairs of existing aids prescribed by a doctor.
- 2.1.9 visual aids such as glasses and contact lenses, if vision has changed by at least 0.5 dioptries.
- 2.1.10 operations that cannot be delayed.
- 2.1.11 In-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor).
- 2.1.12 screening check-ups for the early diagnosis of cancers in accordance with statutory programmes introduced in Germany, after a waiting time of six months.
- 2.1.13 screening out-patient check-ups for children in accordance with statutory programmes introduced in Germany.

### 2.2 Dentures and dental care costs

Dental replacements in the terms of this policy include pivot teeth, inlays, crowns, orthodontic treatment, functional analysis and functional therapeutic measures and implant dental treatments.

- 2.2.1 HanseMerkur reimburses 80% of the eligible cost of a basic, medically necessary denture after a waiting time of six months.
- 2.2.2 HanseMerkur reimburses the cost for a dental check-up, after a waiting time of six months.

### 2.3 Insurance benefits in the event of pregnancy and birth

- 2.3.1 HanseMerkur reimburses the costs that arise from medically necessary pregnancy treatment indicated by symptoms, childbirth up to the end of the 36th week of pregnancy (premature birth), treatment relating to a miscarriage and a medically necessary abortion. The prerequisite for this is that the necessity for treatment was not yet determined when the insurance contract started.
- 2.3.2 If the pregnancy had not yet started at the beginning of the insurance contract, HanseMerkur reimburses the costs for pregnancy care examinations and childbirth after the expiry of the waiting period of six months. The reimbursement of corresponding examination and treatment costs by midwives is possible only if the costs are not also charged concurrently by a doctor.

## **2.4 Transportation costs**

- 2.4.1 HanseMerkur shall reimburse the costs for ambulance transport to in-patient treatment in the nearest suitable hospital and back to the accommodation.
- 2.4.2 HanseMerkur reimburses the additional costs of repatriation to the nearest suitable hospital in your home country, provided the return transport is medically appropriate and reasonable.

## **2.5 Cost of repatriation of mortal remains/funeral**

HanseMerkur reimburses the necessary additional costs that arise in the event of the death of an insured person through the transfer of the deceased to the home country, or assumes the cost of burial in Germany up to the level of costs that would have been incurred for repatriation of mortal remains.

## **2.6 Follow-up liability**

If an illness contracted during a stay abroad requires further treatment which extends beyond the end of the insurance cover because the insured person is demonstrably unable to return home, HanseMerkur is required under these terms and conditions to continue to provide coverage until such time as the person is able to travel again, for a maximum duration of three months.

## **3 Deductible and restrictions of cover**

- 3.1 The deductible amounts to EUR 25 per insured event.
- 3.2 For the costs for treatment of illnesses, complaints and consequences of accidents which were known of in the six months previous to the start of insurance, you assume a deductible of EUR 5,000. The benefits in this case are limited to no more than EUR 30,000 for each insured person for the entire duration of the contract.
- 3.3 If a medical treatment exceeds the medically necessary level or if the expenses for medical treatment exceed those generally charged for similar medical care in the local area, HanseMerkur can reduce the benefits to a reasonable level.

## **4 Exclusions from liability**

HanseMerkur does not pay

- 4.1 if you have wilfully brought about the insured event or attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
- 4.2 for treatment that was the sole reason or one of the reasons for commencing the trip and for treatment whereby it was clear at the start of the trip that such treatment would be necessary if the trip was undertaken as planned, unless the trip was undertaken due to the death of the spouse/civil partner as defined in the Civil Partnership Act or a relative of the first degree;
- 4.3 for treatment that was the sole reason or one of the reasons for taking out the insurance and for treatment whereby it was clear when the insurance was taken out that such treatment would be necessary during the duration of the contract.
- 4.4 For such illnesses, including their consequences, or consequences of accidents which were caused by foreseeable acts of war or active participation in civil unrest and were not explicitly included in the insurance cover; acts of war or internal unrest are considered to be foreseeable if the Foreign Office of the Federal Republic of Germany – before the start of the journey – issues a warning against travel for the country in question;
- 4.5 for spa and sanatorium treatments and rehabilitation measures, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or a serious skeletal disease (disc surgery, hip replacement) and serve to shorten the stay in an acute hospital,

- and services which were agreed in writing by the insurer before the start of treatment;
- 4.6 for addiction treatment, including withdrawal;
- 4.7 for out-patient treatment in a spa or health resort; the restriction does not apply if the treatment becomes necessary due to an accident at the location; for illnesses it does not apply if you were visiting the spa or health resort only briefly and were not staying for the purposes of treatment;
- 4.8 For treatments by spouses, parents or children or by persons with whom you are living in your own home or in a home being visited; documented material costs will be reimbursed according to the tariff;
- 4.9 for treatment or accommodation caused by infirmity, a need for care or custody;
- 4.10 for psychoanalytical and psychotherapeutic treatment;
- 4.11 for dental implants, pivot teeth, bridges, crowns, orthodontic treatment, prophylactic treatment, dental splints and tracks, treatments and implant dental treatments involving functional analysis and functional therapeutic measures, provided no other regulations exist under the tariff;
- 4.12 for immunisation measures;
- 4.13 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;
- 4.14 for suicide, suicide attempts and their consequences;
- 4.15 for organ donations and consequences.

## **5 General obligations and consequences of breaches of obligations**

### **5.1 Obligation to minimise costs**

You are obligated to keep the claim as low as possible and to avoid anything that could lead to an unnecessary increase in costs.

If you are fit to be transported, you must agree to return transport to the nearest suitable hospital in your home country, if HanseMerkur approves the return transport according to the type of illness and its need for treatment.

### **5.2 Obligation to provide information**

You must promptly and accurately complete and return the claim form to HanseMerkur. If HanseMerkur considers it necessary, you are obliged to allow an examination by a doctor appointed by HanseMerkur.

### **5.3 Obligation to provide proof**

You must submit the following proof, which then becomes the property of HanseMerkur:

- 5.3.1 Original receipts containing the name of the person treated, the designation of the illness and the information from the doctor in attendance on the treatment provided showing type, location and period of treatment. If other insurance cover for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 5.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 5.3.3 Proof of the amount of the costs that would have been incurred had the return journey gone as planned, if payments for return transport are claimed. In addition, a medical certificate from the doctor treating the patient abroad is to be submitted with a detailed substantiation for the medically expedient and reasonable return transport.
- 5.3.4 An official death certificate and a doctor's certificate on the cause of death, if costs of repatriation of mortal remains or burial are to be paid.
- 5.3.5 Further proof and receipts that HanseMerkur requests in order to check its obligation to pay, if the procurement of such proof and receipts can reasonably be expected of you (e.g. proof of the date of arrival).

### **5.4 Obligation to secure claims for compensation against third parties**

- 5.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to HanseMerkur, provided that

HanseMerkur will pay the damages. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

5.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to HanseMerkur if the

latter has reimbursed the costs. If necessary, you are obliged to assist in pursuing the claims.

#### **5.5 Consequences of non-compliance with obligations**

If you deliberately breach the above-mentioned obligations, HanseMerkur will be released from the obligation to provide benefits. In the event of failure to meet obligations as a result of gross negligence, HanseMerkur is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet an obligation as a result of gross negligence, the insurance cover remains unchanged.