Head office:
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HanseMerkur

Terms and conditions for travel health insurance
VB-KV 2021 (SFE19-D)

We are HanseMerkur Reiseversicherung AG and our headquarters are located in Hamburg. You are our contract partner, referred to as the policyholder, if you have taken out an insurance policy with us.

If you have insured yourself, you are also the insured person. You may also have (jointly) insured other persons. We also refer to any such persons in these insurance terms and conditions as “you”.

For ease of readability, we use the masculine form as standard. This is always intended to include the feminine form.

Section I – Overview of benefits

The full description of the insured benefits and events is provided in the relevant clauses of Section III Description of benefits.

Insured benefits The amount of the benefit depends on the plan that you select		**Plan Economy**	**Plan Economy Plus**	**Plan First Class**
Deductible per insured event		**EUR 25**	**None**	**None**
2.1.1	Out-patient medical treatments in accordance with the fee schedule set out in section III 1.2	100%	100%	100%
2.1.2	Dental treatment for pain relief in accordance with the fee schedule set out in section III 1.2 per insured event	EUR 250	EUR 500	100%
2.1.3	Medications and surgical dressings	100%	100%	100%
2.1.4	Radiation therapy, light therapy and other physical treatments	100%	100%	100%
2.1.5	Massages, mud packs, inhalation therapies and physiotherapy	Not insured	Not insured	100%
2.1.6	Therapeutic aids following an accident	100%	100%	100%
2.1.7	Visual aids	Not insured	Not insured	EUR 200
2.1.8	X-ray tests	100%	100%	100%
2.1.9	Operations	100%	100%	100%
2.1.10	In-patient medical treatment under general care insurance (multiple-bed room) without optional services (treatment by private doctor)	100%	100%	100%
2.1.11	Rehabilitation measures	Not insured	100%	100%
2.1.12	Screening check-ups for early detection of cancers per insurance year	Not insured	Not insured	EUR 200
2.1.13	Outpatient psychoanalytical and psychotherapeutic treatments (up to 5 sessions per policy year)	Not insured	EUR 500	EUR 1,000
2.2.1	Dentures following an accident per insurance year	Not insured	EUR 500	EUR 2,000
2.2.2	Up to 50% of the cost (where eligible) for dentures, per insurance year	Not insured	Not insured	EUR 2,000
2.3.1	Treatment for pregnancy and treatment during premature birth	Not insured	100%	100%
2.3.2	Pregnancy screenings per insurance year Deliveries, including screening and treatment costs by midwives	Not insured	100%	100%
2.4.1	Ambulance services for treatment in a hospital	100%	100%	100%
2.4.2	Medically sanctioned repatriation	100%	100%	100%
2.4.3	An accompanying person during repatriation	Not insured	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	100%
2.6	Hospital visit where the stay in hospital exceeds 14 days	Not insured	EUR 500	EUR 1,000
2.7	Follow-up liability until ability to travel is regained	100%	100%	100%

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 us. 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, on the same plan as their parents. This is subject to the following conditions:
- that they are insured with us within 2 months of the day of birth with retrospective effect, and
- the insurance contract was concluded at least 3 months earlier
- was uninterrupted and
- no other insurance cover exists.

1.2 The following persons are insurable if, at the time of application, they are below the age of 75 and are foreign nationals with permanent residence abroad and temporarily visiting the Federal Republic of Germany or one of the countries listed in Clause 3.1:
au pairs, pupils, language pupils, students, scholarship holders, postgraduate students, guest scientists, trainees, volunteer helpers, exchange students and participants in Work & Holiday programmes , persons who are demonstrably visiting to pursue further education, or tourists.

1.3 The following persons 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, however, the premium is paid for these persons, a refund is available to the person paying the premium.

2. 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 the correctly-completed application form, which we have provided for this purpose, has been received by us and we have sent you an insurance confirmation. The application is only considered correctly completed 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 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. No benefits are provided for insurance cases that arose before the start of insurance cover or before the waiting period elapsed.

2.3 Duration

The insurance applies for the agreed duration. The maximum period of insurance is 365 days. The maximum insurance period also applies taking into account similar insurance contracts that were not previously held with us.

2.4 Termination

The statutory provisions concerning the right to termination for cause remain unaffected by these agreements. The insurance cover ends upon 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 2 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. Waiting times

If the insurance cover or benefits entail 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 our request. The waiting time also does not apply to accidents or to medical interventions to avert acute mortal danger. A comparable prior insurance policy 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 section 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, Great Britain and Northern Ireland, the Schengen countries, Andorra, Monaco, San Marino and the Vatican City, but not in your home country. Home country as per this condition is considered your permanent residence before your temporary stay abroad.

3.2 For insurance contracts lasting 5 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 6 weeks for all stays in the home country.

4. What requirements must be met when paying the premiums?

4.1 Premium amount

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 of 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 We shall also be entitled to withdraw from the contract for as 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, we will send you a reminder and will set a time limit of 2 weeks.

4.3.2 If you have still not made the payment when this deadline expires, we are entitled to terminate the contract, if we have drawn your attention to this when the reminder was sent.

If we have terminated the policy and you pay the amount demanded within one month of receiving the termination, the policy shall continue. However, no insurance cover is provided for insurance events that have occurred between the deadline and the payment.

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 we can collect the premium on the due date, and you do not dispute collection of the correct payment.
If we 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 us.

5. What requirements must be met when the benefit payment is made?

5.1 Due date of the payment

Once the proof of insurance and premium payment are available and we have confirmed the amount of benefit and our liability to pay it, we will pay within 2 weeks at the latest.
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 us, 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, we can postpone the settlement of the claim until the legal conclusion of this process.

5.2 Costs incurred in foreign currencies

We convert 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.
We are entitled to deduct additional costs that arise if we need to make transfers abroad or if particular forms of payment are requested 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 us first, we shall make an advance payment and will contact the other insurer directly regarding cost sharing.

6. Which law applies and what is the limitation period for claims?
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 3 years. Expiry by limitation 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 in writing.
All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

7. Offsetting

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

8. What should be considered when contacting us?

All notifications and statements intended for us should be made in writing and directed to the address stated in the insurance certificate. 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. Also considered as an insured event is the death of the insured person, as well as 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 check-ups.

1.2 During your stay, you have 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 reconvalescents. We reimburse the costs arising in accordance with clause 2 (Insured benefits).

1.2.1 In Germany, we reimburse the costs for medically necessary medical treatment up to the so-called 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.

If you have purchased the First Class plan, costs will be covered up to the highest rates in the German Regulations on Scales of Fees for Medical Doctors (GOÄ) and for Dentists (GOZ).

1.2.2 Outside Germany, we assume 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 We only pay for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, we pay 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). We can however reduce our 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, we provide the following benefits, if they are insured under the plan 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 in the plan selected, 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, lifts with disabled access, breathing monitoring equipment, infusion pumps, inhalation devices, oxygen monitors, 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, as well as repairs to braces (retainers) that cannot be delayed or their adjustment if pain occurs;
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 packs, inhalations and physiotherapy 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 visual aids such as glasses and contact lenses, after a waiting time of 6 months, if vision has changed by at least 0.5 dioptres;
2.1.8 X-ray tests;
2.1.9 surgery that cannot be postponed;
2.1.10 in-patient medical treatment that cannot be delayed under general care insurance (multiple-bed room) without optional services (treatment by private doctor);
2.1.11 medically necessary rehabilitation measures;
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 6 months has elapsed;

2.1.13 out-patient psycho-analytical or psycho-therapeutic treatment.

2.2 Dental replacement benefits

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

2.2.1 We reimburse the costs of a denture that has become necessary for the first time due to an accident during the insured period.

2.2.2 We reimburse 50% of the eligible cost of a basic, medically necessary denture after a waiting time of 6 months.

2.3 Insurance benefits in the event of pregnancy and birth

2.3.1 We reimburse 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, we reimburse the costs for pre-natal screenings and childbirth. The costs for pregnancy are only reimbursed after the end of a waiting period of 8 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 We reimburse the costs for ambulance transport to in-patient or out-patient treatment in the nearest suitable hospital and back to the accommodation.

2.4.2 We reimburse the additional costs of repatriation to the nearest suitable hospital to your place of residence, provided the return transport is medically appropriate and reasonable.

2.4.3 We also assume the costs for a companion as well as the presence of a doctor if this is required, provided this presence is medically necessary, required by the authorities or required by the transport company involved.

2.5 Repatriation of mortal remains and funeral costs

We reimburse 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 Hospital visit

If it is clear that the insured person will have to stay in a hospital for longer than 14 days, we shall arrange, upon request, for a relative or friend of the insured person to travel to the location of the hospital and back to their place of residence, and we shall cover the transport costs for the round trip. This is, however, provided that the in-patient treatment has not been completed by the time the relative or friend arrives.

2.7 Follow-up liability

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

3 Restrictions to insurance cover

3.1 Deductible and restrictions of cover

3.1.1 For the Economy tariff, the agreed deductible amounts to EUR 25 per insured event.

3.1.2 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, Advigon can reduce the benefits to a reasonable level.

3.2 Exclusions of cover

We do not provide cover:

3.2.1 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;

3.2.2 for treatment that was the sole reason or one of the reasons for commencing the trip;

3.2.3 for treatment and other measures ordered by a physician which the insured person knew to be necessary before their stay in the agreed scope of cover or at the time of taking out the insurance or which the insured person had to expect in the circumstances of which he or she was aware;

3.2.4 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;

3.2.5 for spa and sanatorium treatments, unless these treatments result from an insured, entirely in-patient hospital treatment due to a major stroke, major heart attack or 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;

3.2.6 for addiction treatment, including withdrawal treatments;

3.2.7 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;

3.2.8 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 plan selected;

3.2.9 for such illnesses, including their consequences or consequences of accidents caused by nuclear energy, or other interventions by authority;

3.2.10 for treatment or accommodation caused by infirmity, a need for care or custody;

3.2.11 for hypnosis, psycho-analytical and psycho-therapeutic treatment, provided no other regulations exist in the plan selected;

3.2.12 for dental implants, pivot teeth, bridges, crowns, bridges, 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 in the plan selected;

3.2.13 for immunisation measures;

3.2.14 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment;

3.2.15 for suicide, suicide attempts and their consequences;

3.2.16 for organ donations and their consequences.

4. General obligations and consequences of breaches of obligations

4.1 Obligation to minimise costs

You have a duty 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 your place of residence or to the nearest suitable hospital to your place of residence, if we approve the return transport according to the type of illness and the necessity of treatment.

4.2 Obligation to provide information

You must truthfully and promptly complete and return to us the claim form that we sent to you. If we consider it necessary, you have a duty to allow an examination by a doctor appointed by us to take place.

4.3 Obligation to provide proof

You must submit the following proof, which thereby becomes our property:

4.3.1 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.

4.3.2 Prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.

4.3.3 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 medically expedient and reasonable return transport.

4.3.4 An official death certificate and a doctor's certificate which details cause of death, if costs of repatriation of mortal remains or burial are to be paid.

4.3.5 Further proof and receipts that we request in order to check our 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).

4.4 Obligation to secure claims for compensation against third parties

4.4.1 If you have a basis to claim compensation from a third party, this right shall be assigned to us, provided that we 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.

4.4.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to us if we have reimbursed the costs. If necessary, you have a duty to assist in pursuing the claims.

4.5 Consequences of non-compliance with obligations

If you deliberately fail to comply with the above-mentioned obligations, we shall be released from our obligation to provide benefits. In the event that you fail to meet your obligations as a result of gross negligence, we are 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.