

**Insurance terms and conditions for medical insurance for foreign guests with a visa  
VB-KV 2016 (AGV)**

**Section I. General Terms and Conditions**

The scope of the insurance cover is set out in the insurance certificate, any separate written agreements, these general terms and conditions of insurance and the statutory provisions of the Federal Republic of Germany.

**1 Policyholder, insured 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. These insurance terms and conditions apply to you as a policyholder or for you as an insured person.
- 1.2 Persons requiring a visa and aged 75 or under who are only temporarily in the area of insurance cover can be insured.
- 1.3 The following persons are not eligible and will not be insured, even if payment of contributions is made:
  - 1.3.1 Persons permanently in need of care as well as persons whose participation in everyday life is permanently excluded. In particular the mental condition and objective living conditions of the person shall be taken into account for classification. Persons in need of care are those persons who largely require external assistance to complete everyday tasks.
  - 1.3.2 Persons practising athletic activities for payment (professional athletes).
- 1.4 The policy is not valid for persons who do not fulfil the requirements of Clauses 1.1 to 1.3.2 to be insured under these conditions 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 Taking out, commencement and end of the policy and of the insurance cover**

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

- 2.1.1 You must make the application to take out insurance for the entire duration of stay before you enter the country. The maximum period of insurance is 365 days.
- 2.1.2 The policy is not valid even if the premium is paid, if these conditions are not fulfilled. 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). The prerequisite for this is that the policy is valid.

**2.3 Termination**

- 2.3.1 The insurance commences and ends, also for pending insurance cases, with the point in time agreed in the insurance certificate.
- 2.3.2 A termination of the insurance before expiry is possible if the responsible authority refuses to issue the visa, you terminate the stay abroad early or there is a right of termination for cause pursuant to statutory provisions.

**2.4 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 shown to be 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 3 months..

**3 Scope of the insurance cover**

The scope of this insurance extends to the Schengen countries, Andorra, Monaco, San Marino and Vatican City.

**4 Premium**

- 4.1 The premium is a one-off premium that is shown by the respective valid premium overview and is due when the insurance is taken out.
- 4.2 **If you fail to pay the one-off premium on time, you have no initial insurance cover, unless the non-payment or delayed payment is for reasons outside your control.** However, if the reason for the failure to make payment on time is within your control, insurance cover only starts after payment.
- 4.3 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.

**5 What requirements must be complied with when the compensation payment is made?**

**5.1 Due date of the payment**

Once the proof of insurance and premium payment is available and HanseMerkur have confirmed their liability to pay and the amount of compensation, HanseMerkur will pay this at the latest within 2 weeks.

If the liability to pay is confirmed, but the amount of compensation has not been established within one month of receipt of the claim form by HanseMerkur, a reasonable down-payment on the compensation 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 Compensation from other insurance policies**

If, in the case of an insured event, compensation 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 law 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 general the laws of the Federal Republic of Germany apply in addition to these provisions, unless international law states otherwise. Claims under this insurance policy have a limitation period of 3 years. The expiry is measured from the end of the year in which the claim can be made. When you make a claim, the limitation period will be suspended until you receive the decision from HanseMerkur in writing.

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

## 7 Offsetting

Counter-claims may only be offset against claims of HanseMerkur 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 head office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium etc.). The language of the policy is German.

## Section II. Policy schedule

HanseMerkur provides compensation for unforeseen acute insurance incidents that occur. The benefits are limited to a total of EUR 50,000.00 per insured person for all insurance incidents.

### 1 Insured event

- 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 the consequences of an illness or accident which are 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, as well as necessary treatments for complaints during pregnancy, premature birth up to the 36th week of pregnancy, miscarriages, and medically necessary terminations of pregnancy if the pregnancy had not existed at the time the policy commenced.
- 1.2 During your stay, you have the free choice of the doctors, dentists and hospitals recognised and accredited in the country of destination. The precondition for this is that they charge fees based on the relevant official, applicable fee schedule for doctors and dentists – if available – or based on fees generally charged for similar medical care in the local area. In the case of treatment in Germany, HanseMerkur will reimburse the costs up to the so-called threshold levels of the German fee schedule. The following are deemed to be 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 fee schedule for doctors (GOÄ), 2.3 times the fee rate.
- 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.
- 1.3. HanseMerkur will pay for diagnostic and treatment methods and medications that are universally or generally recognised by conventional medicine. In addition, it pays for methods and medications which have proved equally promising in practice or which are used because no conventional methods or treatment are available. However, HanseMerkur can reduce their payments to the amount that would have been incurred by the use of available conventional methods or medications.

### 2 Insured benefits

#### 2.1 Treatment expenses

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

- 2.1.1 out-patient treatment by physicians.
- 2.1.2 medications or drugs prescribed by a doctor
- a) that are obtained from a pharmacy, as well as surgical dressings. Drugs or medications are not deemed to include food or tonics, mineral water, disinfectants and cosmetic agents, dietary and infant food etc., even if they are prescribed as such.

- b) radiation therapy, light therapy and other physical treatments.
  - c) massages, medical dressings and inhalations. The payment of costs is limited to a total of EUR 300.00 within the duration of the contract.
  - d) aids that are required for the first time solely as a result of an accident and used to directly treat the consequences of the accident.
- 2.1.3 non-postponable in-patient treatment in the general nursing insurance (multiple-bed room) without optional services (treatment by private doctor) and medical transport for inpatient treatment to the nearest suitable hospital.

#### 2.2. Dental treatment expenses

Within the duration of the contract, HanseMerkur will reimburse you for dental treatment expenses up to an amount of EUR 300.00 in total. Insured dental treatments expenses include pain-relieving, tooth-preserving dental treatment, including simple dental filling and measures to restore the function of dental replacements (repairs).

#### 2.3 Return transport / Repatriation of mortal remains / burial costs

HanseMerkur will reimburse

- 2.3.1 the costs for a medically expedient return transport ordered by a doctor to the nearest suitable hospital to the usual place of residence.
- 2.3.2 In the event of death, the costs incurred through the transfer of the deceased to the usual place of residence or the costs for burial abroad up to the level of costs that would have been incurred for repatriation of mortal remains.

### 3 Limitations on the obligation to pay

HanseMerkur does not pay

- 3.1 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 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 or a relative of the first degree.
- 3.3 for illnesses and complaints and their foreseeable consequences existing when the policy is taken out and known to you as well as the consequences foreseeable for you of such illnesses and accidents that have been treated in the last 6 months before the policy is taken out.
- 3.4 for 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.
- 3.5 for health spa and sanatorium treatment, as well as rehabilitation treatment.
- 3.6 for withdrawal measures including withdrawal treatments.
- 3.7 for out-patient treatment in a spa or health resort. The restriction does not apply if the treatment is necessary because of an accident occurring at the site. The restriction does not apply for illnesses if you were only visiting the spa or health resort briefly and were not staying for the purposes of treatment;

- 3.8 for treatments by spouses, parents or children or by persons with whom you are living in your own home or a home being visited. Demonstrable costs of materials will be reimbursed in accordance with the tariff.
- 3.9 for treatment or accommodation caused by infirmity, a need for care or custody;
- 3.10 for psychoanalytical and psychotherapeutic treatment;
- 3.11 for immunisation measures.
- 3.12 for treatments due to disorders and damage to the reproductive organs, including sterility, artificial insemination and associated medical check-ups and follow-up treatment.
- 3.14 for dental replacement, pivot teeth, inlays, crowns and orthodontic treatment, implants, dental splints and gnathologic measures.
- 3.16 for organ donations and consequences.

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

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

If you deliberately fail to comply with the above-mentioned obligations, HanseMerkur will be released from the obligation to provide benefits.

In the event of gross 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 is unchanged.

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

#### **4.1 Obligation to minimise costs**

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

#### **4.2 Obligation to make immediate contact**

In the event of in-patient treatment in hospital, you must immediately contact HanseMerkur's worldwide emergency call service. This must be done before extensive diagnostic and therapeutic measures are commenced.

#### **4.3 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. On request, you must release the doctors from their obligation of non-disclosure with regard to the insured event if this request can be legally complied with.

#### **4.4 Obligation to provide proof**

You must submit the following proof that thus becomes the property of HanseMerkur:

- 4.4.1 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 coverage for treatment costs is available and if this is used first, then copies of invoices noting the refund are sufficient as evidence.
- 4.4.2 prescriptions together with the doctor's invoice and invoices for medicines and aids together with the prescription.
- 4.4.3 proof of the amount of the costs that would have been incurred if the return journey had 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.
- 4.4.4 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;
- 4.4.5 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.

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

- 4.5.1 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.
- 4.5.2 Your claims towards treating personnel who have charged an excessively high fee will be transferred to HanseMerkur