

**Terms and Conditions for KAAD (Catholic Academic Exchange Service) scholars and their family  
provided by HanseMerkur Reiseversicherung AG VB-KV 2009 (KAAD)**

**A: General Part**  
(valid for the tariffs AP Basic, AP Profi and  
AP Premium listed in Part B)

**§ 1 – Insured Persons and Insurability**

1. Insurance coverage shall extend to the persons specified by name in the insurance policy, for which the agreed insurance premium has been paid.
2. Insurance coverage can be provided to pupils, language students, college and university students, scholarship holders, or postgraduate students up to the age of 45 (45th birthday), if they fall into any of the following categories:
  - a) persons of foreign nationality with permanent residence abroad during a stay in the Federal Republic of Germany;
  - b) persons of German nationality with permanent residence in the Federal Republic of Germany as well as citizens from EU member states with permanent residence in the Federal Republic of Germany during a stay abroad;
  - c) persons of any other nationality during a stay abroad, provided that they have had their permanent residence in the Federal Republic of Germany for at least two years.
3. No insurance coverage can be provided to persons who need permanent care and to mentally disabled persons, even if premiums have been paid. A person needing permanent care shall be deemed to be any person who needs assistance for most everyday chores.

**§ 2 – Conclusion and Termination of Insurance Contract**

1. Application for conclusion of an insurance contract must be filed prior to the beginning of the trip abroad and/or within 31 days after entry into the Federal Republic of Germany. Upon request, proof of the date of entry into the Federal Republic of Germany and/or of the date of leaving the territory of the Federal Republic of Germany must be submitted. Conclusion of an insurance contract shall not be possible after the beginning of the trip abroad and/or after expiry of a period of one month after entry into the Federal Republic of Germany.
2. The contract shall become effective as soon as the insurer has received the properly completed application form that it provided and as soon as the insurer has sent a confirmation of insurance to the policyholder. The application form shall be deemed properly completed only if all required data have been fully and completely entered.
3. For any person not fulfilling the criteria of insurability as specified in § 1 item 3 of the present Terms and Conditions the insurance contract shall not become effective, not even through payment of the premium. Should, however, a premium be paid for a person who cannot be insured, the amount of the premium shall be at the sender's disposal.
4. The insurance contract must be concluded for the entire duration of the stay.
5. The maximum period of insurance shall be three years.
6. Should the duration of the stay be extended within the maximum period of insurance, the originally agreed contract period can be prolonged only by a subsequent contract, if the application form for the subsequent contract has been submitted to HanseMerkur prior to expiry of the original contract period and if HanseMerkur has expressly consented thereto.  
In the case of prolongation of the contract period, insurance coverage shall be provided only with respect to those insured events, diseases, complaints and their consequences that occur after application for prolongation of the contract period (date and time of postmark).
7. Should the policyholder and the insured person not be identical, any termination by the policyholder shall be effective only if the insured persons affected by the termination have been notified thereof and if the policyholder furnishes proof of the notification. The insured persons affected by the termination shall be entitled to

continue the insurance contract by naming a future policyholder. Any such declaration must be made within two months after receipt of termination.

8. The legal provisions concerning the right to terminate without cause shall not be affected by the agreements made as specified above.
9. The insurance contract shall end
  - a) at the agreed point in time;
  - b) upon death and/or departure of the policyholder from the Federal Republic of Germany. However, the insured persons shall be entitled to continue the insurance contract by naming a future policyholder. Any such declaration must be made within two months after the death and/or departure of the policyholder.
  - c) upon termination of the temporary stay of the insured person in the Federal Republic of Germany and/or abroad;
  - d) if the criteria concerning a temporary stay in the Federal Republic of Germany and/or abroad are no longer fulfilled, i.e.:
    - if the insured person has decided to live in the Federal Republic of Germany and/or abroad permanently or
    - if the insured person finally returns to his/her mother country
  - e) if the criteria of insurability of the insured person are no longer fulfilled.

**§ 3 Premium**

1. Payment of first premium:
  - a) Payment of the first premium shall be due upon commencement of the contract period.
  - b) In the event of failure of payment of the first premium within due time, the insurer shall be entitled to withdraw from the contract for the time payment has not been effected, unless failure of payment is due to reasons beyond the policyholder's control.
  - c) Should the first premium not have been paid upon occurrence of an insured event, the insurer shall be released from its obligation to provide compensation, unless failure of payment is due to reasons beyond the policyholder's control.
2. Payment of subsequent premium:
  - a) In the event of failure of payment of the subsequent premium within due time, a payment reminder shall be sent by the insurer to the policyholder, setting a term of payment of two months.
  - b) Should an insured event occur after expiry of the term of payment and should, upon occurrence of the insured event, the policyholder be in arrears in the payment of any premium, interest, or costs, the insurer shall be released from its obligation to provide compensation.
  - c) The insurer links the set term of payment of two months to the termination of the contract to the end of said term of payment. Termination of the contract shall become effective upon expiry of the term of payment if, at this point in time, the policyholder is still in arrears in the premium payment.
  - d) The termination shall become ineffective if the policyholder effects payment within one month after the termination has become effective. Subparagraph b) shall not be affected thereby. The same shall apply if the insured person names a new policyholder within two months after receipt of the notification of termination and if the new policyholder has paid the outstanding amount of premium. Subparagraph b) shall not be affected thereby.

**§ 4 – Scope, Commencement, Duration and End of Insurance Coverage**

1. Scope
  - a) HanseMerkur offers insurance coverage on the basis of the present Terms and Conditions for insured persons

who are staying in the Federal Republic of Germany or abroad only temporarily for travelling purposes.

- b) Upon occurrence of an insured event in the native country of the insured person no insurance coverage shall be provided. For the purposes of the present Terms and Conditions, the native country shall be the country of which the insured person is a permanent resident and/or citizen.
- c) In deviation from the provisions stipulated under b), insurance coverage shall be provided also in the home country of the insured person on the following conditions:
  - In the case of an insurance contract concluded for a minimum period of one year, insurance coverage shall be provided also in the event of a temporary return to the home country of the insured person. Insurance coverage provided in the home country shall be limited to a maximum of six weeks for all stays in the home country per insured year. For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract. In the event of any benefits being payable by the insurer, the insured person shall be obligated, upon the insurer's request, to furnish proof of the start and end of each trip back to the home country during the contract period. Please cf. also § 8 item 1 e).
2. Commencement Insurance coverage shall commence at the point in time specified in the insurance certificate (commencement of insurance coverage), however,
  - a) not before the insurance contract becomes effective;
  - b) not before entry into the Federal Republic of Germany and/or leaving the territory of the Federal Republic of Germany;
  - c) not before payment of the premium;
  - d) not before expiry of any qualifying periods.
3. No insurance coverage exists for illnesses and complaints known to the insured person at the time of conclusion of contract, or of conclusion of a follow-up contract, and their foreseeable consequences, or for the foreseeable consequences of illnesses and accidents of the insured person treated within a period of six months prior to the conclusion of contract.
4. Termination Insurance coverage shall end, even in pending cases of insured loss,
  - a) at the agreed point in time;
  - b) upon termination of the insurance contract;
  - c) upon termination of the insured person's temporary stay in the Federal Republic of Germany and/or abroad;
  - d) if the criteria of insurability of the insured person are no longer fulfilled.
5. Subsequent liability  
Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

## **§ 5 – Object of Insurance Coverage and Scope of Obligation to Provide Compensation**

### **I. General**

1. HanseMerkur shall provide compensation for any insured event occurring as a result of acute illness or accident during the trip.
2. Insured event shall mean any event of curative medical treatment of an insured person required due to illness or the consequences of an accident. The insured event shall begin at the time of curative treatment and shall end if, according to medical evidence, medical treatment is no longer required. In the event that curative treatment must be extended to an illness or the consequences of an accident which are not causally related to the previously treated illness or consequences of an accident, this shall

constitute a new insured event. Insured event shall mean also

- a) any medical examination or medically required treatment because of pregnancy, unless said pregnancy already existed prior to the beginning of insurance coverage;
- b) death.
3. The scope of insurance coverage shall follow from the insurance certificate and, if applicable, any specific written agreements as well as from the present Terms and Conditions and the statutory provisions of the Federal Republic of Germany.
4. In the Federal Republic of Germany, the insured person shall have the right to see an established and licensed physician or dentist of his/her choice. When abroad, the insured person shall have the right to choose a physician or dentist who is legally recognized and licensed in the country in which they practice, provided that the chosen physician or dentist invoices in accordance with the official scale of medical fees for physicians and dentists as amended, if any, or in accordance with local custom.
5. Medications, dressing material, remedies, and aids must be prescribed by the treating physician as specified in item 4 and must be obtained from a pharmacy. Medications shall not, even not if medically prescribed, include nutriments, tonics, mineral water, disinfectants, cosmetic products, diet food, baby food, etc.
6. In the case of medically required in-patient treatment in hospital, the insured person shall have the right to choose between a public or private hospital, provided that they are subject to permanent medical supervision, providing sufficient diagnostic and therapeutic facilities, maintaining medical records that neither provide curative or sanatorium treatment nor accept convalescents.
7. Within the contractual scope of insurance coverage, the insurer shall pay for medical examinations or treatment methods and medications which are largely recognized by classical medicine in Germany. Moreover, the insurer shall pay for any methods and medications that have proven to be successful in practice or that are used because no other methods or medications of classical medicine are available. However, the insurer shall be entitled to reduce its benefits to the amount that would have accrued if methods or medications of classical medicine had been available.
8. Within the contractual scope of insurance coverage, the insurer shall reimburse any repatriation and funeral costs in the event that the death of an insured person has been caused by an event falling within the scope of insurance coverage.

### **II. Qualifying periods**

1. The qualifying periods shall be calculated from the day of the beginning of the insurance contract and, in the case of subsequent contracts, from the day of the beginning of the subsequent contract.
2. The qualifying period for deliveries shall amount to eight months.

### **III. Cost of curative treatment**

For reimbursement of any cost of curative treatment, please cf. the relevant tariff in Part B of the present Terms and Conditions.

### **IV. Repatriation and Funeral Costs**

For reimbursement of repatriation and funeral costs, please cf. the relevant tariff in Part B of the present Terms and Conditions

## **§ 6 – Limitation of the Insurer's Obligation to Indemnify**

1. The insurer shall have no duty to indemnify the insured person
  - a) for any treatment of diseases abroad which is the sole reason or one of the reasons for the trip;
  - b) for any treatment of which it was known before commencement of travel that it would have to be carried out when undertaking the trip as planned;
  - c) for treatment of tuberculosis, diabetes, tumours, and dialytical treatment, if the disease and/or the necessity

for treatment already existed prior to the beginning of insurance coverage;

- d) for treatment and examinations because of pregnancy, if said pregnancy existed prior to the beginning of insurance coverage, unless otherwise stipulated in the relevant tariff;
  - e) for any diseases, including their consequences, as well as for the consequences of an accident and for cases of death caused by strike, war, war-like events, nuclear energy or the active participation in civil unrest and not expressly covered by the insurance policy;
  - f) for any diseases or accidents, including their consequences, resulting from wilful intent;
  - g) for out-patient therapeutic treatment in a spa or health resort;
  - h) for rehabilitation measures, unless otherwise specified in the relevant tariff;
  - i) for drug-withdrawal treatment, including withdrawal cures;
  - j) for out-patient therapeutic treatment in a spa or health resort. This limitation shall not apply if therapeutic treatment is required due to an accident which has taken place abroad. In the event of a disease, the insurer shall have no duty to indemnify if the stay of the insured person in the spa or health resort lasted only for a short period of time and did not serve any curative purposes.
  - k) for treatment of spouses, parents or children. Documented material costs shall be reimbursed according to tariff.
  - l) for treatment of persons with whom the insured person lives, together within his/her own family or the guest family. Documented material costs shall be reimbursed according to tariff.
  - m) for treatment or accommodation due to infirmity, nursing care or institutionalisation;
  - n) for psychoanalytic and psychotherapeutic treatment;
  - o) for immunization measures;
  - p) for medical aids and appliances;
  - q) for treatment due to disturbances and defects of reproductive organs, including sterility, artificial insemination and corresponding preventive medical examinations and follow-up treatment;
  - r) for treatment of HIV infections and their consequences;
  - s) for dental prosthesis, pivot teeth, inlays, crowns, orthodontic treatment, implants, and gnathological measures;
  - t) for suicide, attempted suicide and their consequences;
  - u) for organ donations and their consequences.
2. HanseMerkur shall be released from its obligation to compensate, if
    - a) the event of damage or loss has been caused intentionally by the policyholder and/or the insured person;
    - b) the policyholder and/or the insured person attempts to fraudulently misrepresent to HanseMerkur any circumstances which are material to the basis of the amount of the insurance benefit.
  3. Should curative treatment exceed the medically required level, the insurer can reduce its benefits to an appropriate amount.
  4. Should a claim exist for benefits from a statutory accident or pension insurance or from statutory medical care or accident care, the insurer can deduct the statutory benefits from the insurance benefits

#### **§ 7 – Obligations and Consequences resulting from the Violation of Obligations**

1. Upon occurrence of an insured event, the policyholder and the insured person shall be obligated:
  - a) to keep damage at a minimum and to avoid anything that might cause unnecessary increase in costs;
  - b) to notify HanseMerkur of said damage without undue delay, at the latest, however, after completion of the trip;
  - c) 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;

- d) to immediately contact HanseMerkur in the event of any in-patient treatment and prior to taking any comprehensive diagnostic and therapeutic measures.
2. Upon the insurer's request, the insured person shall be obligated to undergo a medical examination performed by a physician appointed by HanseMerkur.
3. Consequences in the event of violation of obligations  
Should the policyholder or the insured person intentionally violate any of the contractually agreed obligations, HanseMerkur shall not be obligated to pay compensation. In the event of any grossly negligent violation of an obligation, HanseMerkur shall be entitled to reduce benefits to an extent which corresponds to the seriousness of the violation committed by the policyholder/insured person. The burden of proof with respect to the non-existence of any gross negligence shall lie with the policyholder.

#### **§ 8 – Payment of Insurance Benefits**

1. The insurer shall be obligated to pay benefits only if the following proof of evidence (passing into the ownership of the insurer) has been furnished:
  - a) original receipts indicating the name of the treating physician, the disease and the services rendered by the treating physician, including type, place and period of treatment. Should there exist any other insurance policy providing coverage for costs of curative treatment and should claims be submitted under said insurance policy first, it shall be sufficient to furnish as evidence a copy of the original invoice containing a note on reimbursement of claims.
  - b) Prescriptions are to be submitted along with the physician's invoice, and the invoice for curative measures or aids is to be submitted along with the physician's prescription.
  - c) the death certificate and a medical certificate indicating the cause of death in the event that repatriation and funeral costs are to be paid;
  - d) upon the insurer's request, proof of evidence of the beginning and end of every stay in a member state of the European Union as well as in Switzerland and Liechtenstein;
  - e) upon the insurer's request, proof of evidence of the beginning and end of every stay in the home country;
  - f) upon the insurer's request, proof of evidence of any health insurance contracted during the stay in the Federal Republic of Germany which provides insurance coverage for the Federal Republic of Germany.
2. 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. The running of this period of time shall be suspended as long as HanseMerkur is prevented from examining the claim due a fault on the side of the policyholder and/or the insured person.
3. Within the framework of examining the benefit claims, it may be required for HanseMerkur to obtain person-related health data within the limits of the law. Should the policyholder and/or the insured person refuse to consent to any such data retrieval, and should, HanseMerkur as a result be unable to finally establish the amount and scope of insurance benefits, maturity of payment will be suspended. The same shall apply if the relevant institutions or persons are not released from their obligation to keep secrecy vis-à-vis HanseMerkur.
4. Any costs incurred in a foreign currency shall be converted into the currency applicable in the Federal Republic of Germany at the exchange rate applicable on the day the receipts are received by the insurer. 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 the

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.

5. The amount of benefits payable may be reduced by an amount corresponding to additional expenses incurred due to credit transfers abroad made by the insurer or due to special means of credit transfer chosen by the insurer upon the policyholder's request.
6. Claims to insurance benefits can be neither assigned nor pledged.
7. Any claims arising from this insurance policy come under the statute of limitations after three years. The limitation period shall begin to run at the end of the year in which payment of benefits can be requested

#### **§ 9 – Compensation from other Insurance Contracts and Claims against Third Parties**

1. If, in the case of an insurance event, compensation can be claimed from another insurance contract, the other contract shall have priority over this contract. This shall also apply if in any of said insurance contracts subordinate liability has been agreed, irrespective of the point in time the insurance contract was concluded. If the insured event is first reported to HanseMerkur, HanseMerkur will pay in advance and contact the other insurer directly for the purpose of cost sharing. HanseMerkur will waive the sharing of costs with a private health insurance company, if this results in any disadvantages to the insured person, such as loss of a premium refund.
2. Claims asserted by the policyholder and/or the insured person against third parties shall be transferred to HanseMerkur to the extent provided by law, if HanseMerkur has settled the claim. If required, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment. The insurer shall not be obligated to pay before any such declaration of assignment has been received. The insurer's obligation to indemnify shall be suspended until submission of a declaration of assignment.
3. Claims asserted by the policyholder and/or the insured person against treating physicians due to excessive fees shall be transferred to HanseMerkur to the extent as provided by law if HanseMerkur has reimbursed the respective statement of fees. If required, the policyholder and/or the insured person shall be obligated to assist the insurer in enforcing the claims. In addition, the policyholder and/or the insured person shall be obligated to submit to HanseMerkur a declaration of assignment.

#### **§ 10 – Offsetting of Claims**

The policyholder can offset claims against claims on the part of the insurer only insofar as counterclaims are uncontested or have been recognized by declaratory judgment .

#### **§ 11 – Declarations of Intent and Notices**

Declarations of intent and notices vis-à-vis the insurer must be made in writing.

#### **§ 12 – Applicable Law, Contract Language**

German law shall apply insofar as permitted by international law. The contract language shall be German.

#### **§ 13 – Participation in Surplus**

The present insurance policy shall give no right to participate in surplus.

### **B: Special Part**

#### **Basic Tariff**

##### **I. Cost of Curative Treatment**

1. The insurer shall reimburse any cost of medically required curative treatment incurred
  - a) during a stay in the Federal Republic of Germany 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 so-called threshold value applicable to

- services rendered in accordance with the GOZ shall be 2.3 times the rate of the GOZ;
  - services rendered in accordance with No. 437 and Section M (laboratory services) of the GOÄ shall be 1.15 times the rate of the GOÄ;
  - services rendered in accordance with Section A, E and O (technical services) shall be 1.8 times the rate of the GOÄ;
  - any other services rendered in accordance with the GOÄ shall be 2.3 times the rate of the GOÄ;
- b) during a stay outside Germany to the extent as invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
    - a) medical treatment including medical examination and treatment during pregnancy if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
    - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist.
    - c) medically prescribed medications and dressing material;
    - d) medically prescribed radiation, light and other physical treatments;
    - e) medically prescribed massages, medical poultices and inhalation devices up to a maximum amount of EUR 250.00 per insured year;
    - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
    - g) X-ray diagnostics;
    - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any optional services (treatment provided by private physicians);
    - i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
    - j) urgent surgery;
    - k) medically indicated rehabilitation measures;
    - l) deliveries after expiry of the qualifying period.
    - m) Visual aids, e.g. spectacles and contact lenses, up to an amount of EUR 150.00 if visual acuity has changed by at least 0.5 dioptres or at the earliest after two insurance years. An insurance year is deemed to be a period of twelve months, counted from the date cover commenced under this tariff;
  3. Cost of dental treatment  
In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for:
    - a) painkilling and preserving dental treatment, including simple fillings, up to an invoice amount of EUR 250.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 50%, up to a maximum of EUR 1,000.00 per insured year;
    - b) measures for restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 1,000.00 per insured year.  
For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract, including any prolongations of contract.

##### **II. Return Transport, Repatriation and Funeral Costs**

The insurer shall – except in the case of any stay in the home

country in accordance with § 1 item 2 of the foregoing provisions – reimburse the following.

1. any surplus costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required, if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed by the insurer if the accompaniment is medically indicated, officially ordered, or statutory for the transport agent;
2. in the event of death of an insured person any additional costs accruing from the return transport of the deceased person to his/her home country up to an amount of EUR 10,000.00;
3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00.

### **III. Subsequent Liability**

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months

### **Profi Tariff**

#### **I. Cost of Curative Treatment**

1. The insurer shall reimburse any cost of medically required curative treatment incurred:
  - a) during a stay in the Federal Republic of Germany 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 so-called threshold value applicable to
    - services rendered in accordance with the GOZ shall be 2.3 times the rate of the GOZ;
    - services rendered in accordance with No. 437 and Section M (laboratory services) of the GOÄ shall be 1.15 times the rate of the GOÄ;
    - services rendered in accordance with Section A, E and O (technical services) shall be 1.8 times the rate of the GOÄ;
    - any other services rendered in accordance with the GOÄ shall be 2.3 times the rate of the GOÄ;
  - b) during a stay outside Germany to the extent as invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
  - a) medical treatment including medical examination and treatment during pregnancy, if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
  - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist
  - c) medically prescribed medications and dressing material
  - d) medically prescribed radiation, light and other physical treatments;
  - e) medically prescribed massages, medical poultices and inhalation devices up to a maximum amount of EUR 500.00 per insured year;
  - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
  - g) X-ray diagnostics;
  - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any

optional services (treatment provided by private physicians);

- i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
  - j) urgent surgery;
  - k) medically indicated rehabilitation measures;
  - l) deliveries after expiry of the qualifying period.
- m) Visual aids, e.g. spectacles and contact lenses, up to an amount of EUR 150.00 if visual acuity has changed by at least 0.5 dioptres or at the earliest after two insurance years. An insurance year is deemed to be a period of twelve months, counted from the date cover commenced under this tariff;

#### **3. Cost of dental treatment**

In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for

- a) painkilling and preserving dental treatment, including simple fillings, up to an invoice amount of EUR 750.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 75%, up to a maximum of EUR 2,000.00 per insured year;
- b) dentures including measures of restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 1,500.00 per insured year;
- c) dentures that are required or must be repaired for the first time due to an accident, at a rate of 100% of the invoice amount, up to a maximum of EUR 2,500.00 per insured year.

For this purpose, an insured year shall be deemed to be a period of twelve months from the start of the insurance contract, including any prolongations of contract.

#### **II. Return Transport, Repatriation and Funeral Costs**

The insurer shall, except in the case of any stay in the home country in accordance with § 1 item 2 of the foregoing provisions, reimburse

1. any additional costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required, if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed, if the accompaniment is medically indicated, officially ordered and statutory for the transport agent.
2. in the event of death of an insured person, any additional costs accruing from the return transport of the deceased person to his/her home country up to an amount of EUR 10,000.00.
3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00.

#### **III. Subsequent Liability**

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

#### **IV. Hospital Visit**

Should it be obvious that the stay of an insured person in hospital lasts longer than 14 days, HanseMerkur shall, upon the insured person's request, organize one visit of a person close to the insured person to the location of the hospital and back to his/her place of residence and shall assume the cost of transportation for a return trip (simple class), provided, however, that at the time of arrival of the person close to the insured person the stay in hospital has not been completed yet.

## **Premium Tariff**

### **I. Cost of Curative Treatment**

1. The insurer shall reimburse any cost of medically required curative treatment incurred:
  - a) during a stay in the Federal Republic of Germany in accordance with the German Scale of Medical Fees (GOÄ) and the German Scale of Fees for Dentists (GOZ);
  - b) during a stay outside Germany to the extent invoiced in accordance with local custom.
2. For the purpose of these Terms and Conditions, curative treatment shall mean:
  - a) medical treatment including medical examination and treatment during pregnancy, if pregnancy did not exist at the time of conclusion of the insurance contract and/or the subsequent contract, and treatment because of miscarriage;
  - b) medical treatment, medically indicated treatment during pregnancy due to acute complaints and treatment because of miscarriage as well as medically indicated abortions and deliveries up to the end of the 36th week of pregnancy (premature birth), even if pregnancy existed at the time of conclusion of the insurance contract and/or the subsequent contract, provided that at this point in time medical necessity did not exist.
  - c) medically prescribed medications and dressing material;
  - d) medically prescribed radiation, light and other physical treatments;
  - e) medically prescribe massages, medical poultices and inhalation devices;
  - f) medically prescribed aids which become necessary for the first time exclusively because of an accident and which serve as direct treatment of the consequences of the accident;
  - g) X-ray diagnostics;
  - h) urgent in-patient treatment provided in the general nursing care category (multi-bed room) excluding any optional services (treatment provided by private physicians);
  - i) ambulance service for in-patient treatment in the nearest suitable hospital and, in the case of first aid after the occurrence of an accident, to the nearest suitable physician and return to accommodation;
  - j) urgent surgery;
  - k) medically indicated rehabilitation measures;
  - l) deliveries after expiry of the qualifying period.
  - m) Visual aids, e.g. spectacles and contact lenses, up to an amount of EUR 150.00 if visual acuity has changed by at least 0.5 dioptres or at the earliest after two insurance years. An insurance year is deemed to be a period of twelve months, counted from the date cover commenced under this tariff;
3. Cost of dental treatment

In addition, the insurer shall, in accordance with subparagraph 1, reimburse any cost incurred during the trip for:

- a) painkilling and preserving dental treatment including simple fillings up to an invoice amount of EUR 1,000.00 per insured year at a rate of 100% and for any cost going beyond that amount at a rate of 75%, up to a maximum of EUR 2,000.00 per insured year;
- b) dentures including measures of restoring the function of existing dentures (repairs) at a rate of 50% of the invoice amount, up to a maximum of EUR 2,000.00 per insured year;
- c) dentures that are required or must be repaired for the first time due to an accident, at a rate of 100% of the invoice amount up to a maximum of EUR 2,500.00 per insured year.

For this purpose, an insured year shall be deemed to be a period of twelve months from the beginning of the insurance contract, including any prolongations of contract.

### **II. Return Transport, Repatriation and Funeral Costs**

The insurer shall, except in the case of any stay in the home country in accordance with § 1 item 2 of the foregoing provisions, reimburse:

1. any additional costs of a medically required and prescribed return transport from abroad. A return transport shall be deemed medically required if no appropriate medical treatment is provided in the country visited. Costs of a co-insured person accompanying the returning or repatriated person shall be assumed, if the accompaniment is medically indicated, officially ordered, or statutory for the transport agent.
2. in the event of death of an insured person any additional costs accruing from the return transport of the deceased person to his/her home country up to EUR 10,000.00.
3. the costs of a funeral up to the amount of expenses that would have accrued from a return transport, up to a maximum of EUR 10,000.00

### **III. Subsequent Liability**

Should any disease require curative treatment beyond the end of insurance coverage because a return trip is impossible due to the insured person being unable to be transported, the obligation to provide compensation under the terms and conditions of this tariff shall continue to have effect until restoration of the insured person's ability to be transported, at the longest, however, for a period of three months.

### **IV. Hospital Visit**

Should it be obvious that the stay of an insured person in hospital will be longer than 14 days, HanseMerkur shall, upon the insured person's request, organize one visit of a person close to the insured person to the location of the hospital and back to his/her place of residence and shall assume the cost of transportation for a return trip (standard class), provided, however, that at the time of arrival of the person close to the insured person the hospital stay has not yet been completed.