

§ 1 Insurable persons and insurability

Unless otherwise agreed, the following shall apply:

1. The insurance covers the persons who are eligible for insurance and for whom the agreed premium has been paid and who are named in a separate list.
2. Persons eligible for insurance reside abroad worldwide; countries whose citizenship the insured person holds and/or in which he has a permanent residency (home countries) are not considered foreign in this sense; the country of citizenship is considered foreign if the main residency has already existed for at least 5 years in a country other than that of citizenship.
3. Persons who are not insurable and are not covered despite payment of premiums are those persons who
 - a. have reached the age of 66 (66th birthday) at the beginning of the insurance coverage or when applying for an extension of the insurance cover (follow-up membership);
 - b. engage in competitive sport or, in the context of their trip, engage in physical activity in one of the professions listed in Appendix 1 or engage in a sporting activity in exchange for payment. Appendix 1 is an integral part of these conditions;
 - c. have entered the country illegally or are residing illegally in the country of destination;
 - d. are in constant need of care. Those in need of care are those who predominantly require help from others for the carrying out of daily tasks;
 - e. are permanently residing abroad.

§ 2 Conclusion and termination of the insurance contract, membership in the group insurance contract

1. The group insurance contract is concluded between the policyholder and HanseMerkur.
2. The group insurance contract can be terminated with three months' notice to the end of the year. Termination by the policyholder shall only become effective if the insured persons affected by the termination have become aware of the notice of termination and the policyholder provides proof of this accordingly. The insured persons concerned have the right to continue the insurance contract under the terms of the individual insurance under the designation of a future policyholder. The declaration concerning this is to be made within 2 months of receiving notice of the possibility of continued coverage.
3. The membership of the insured persons in the group insurance must be applied for for the entire duration of the stay abroad of the insured persons.
4. The inclusion of the insured person in the group insurance is effected by explicit acceptance by the insurer responsible at the time requested, provided that
 - a. the application for inclusion in the group insurance contract is made on the form (registration list) provided by the insurer and valid for this purpose or in the secure online area provided for this purpose;
 - b. the form or online application, duly completed, is received by the insurer and the first premium or single premium has been paid. The form or online application form is duly completed only if it contains clear and complete information on the start and duration of membership in the group insurance contract and on the persons to be insured.
5. If the stay is extended within the maximum duration of coverage, the continued membership in the group insurance contract can be concluded abroad under the following conditions in the form of a legally independent follow-up membership (membership extension) for the continued, originally uninsured stay:
 - a. the application for extended membership must be made on the form provided and valid by HanseMerkur for this purpose or in the secured online area provided for this purpose;
 - b. the application for extended membership must be submitted to HanseMerkur before expiry of the originally agreed membership period;
 - c. the maximum duration of coverage is not exceeded by the period of extended membership;
 - d. HanseMerkur must explicitly approve the application for extended membership. If a premium is paid for a policy that has not been explicitly accepted, the amount shall be at the sender's disposal - after deduction of the insurer's expenses.
6. If the original insurance coverage is extended by a legally independent follow-up membership within the maximum membership period, insurance coverage shall only exist for the insured events which occurred after the application for

extension (date and time of the postmark or upon receipt on the server of HanseMerkur or Care Concept AG).

7. Unless otherwise agreed, the legal effects of the independent follow-up membership correspond to those of the first membership.
8. Group contract members and/or co-insured persons can cancel their participation in the group insurance contract in writing (e-mail, fax, regular mail) at three months' notice.

The cancellation of the group insurance contract by the member shall only become effective if the co-insured persons affected by the cancellation have gained knowledge of the notification of cancellation and the policyholder provides proof of this accordingly.
9. Cessation of the insured risk
If insured risks cease to exist completely and permanently, the insurance for these risks expires. Contrary to § 4, HanseMerkur shall be entitled to the amount which it could have collected if the insurance of these risks had only been applied for up to the time at which HanseMerkur became aware of the loss of the risk.

§ 3 Termination

1. Ordinary termination

The group insurance contract can be terminated by the policyholder with three months' notice to the end of the year. Termination by the policyholder shall only become effective if the insured persons affected by the termination have become aware of the notice of termination and the policyholder provides proof of this accordingly. The insured persons concerned have the right to continue the insurance contract under the terms of the individual insurance under the designation of a future policyholder. The declaration must be made within two months of becoming aware of the possibility of continued coverage.

The insurer waives its ordinary right of termination.

2. Extraordinary termination

The statutory provisions on the right of extraordinary termination shall remain unaffected for both the policyholder and the insurer.

§ 4 Premium/contribution

1. The premium for this insurance is paid by the policyholder to HanseMerkur.

The group contract member is obliged to pay the resulting premium for the group insurance to the policyholder or to a recipient named by the policyholder (e.g. collection agency).

Non-payment of the premium for the group insurance premium leads to a loss of insurance coverage in accordance with the contractual terms and conditions.
2. Details concerning premium payments
 - a. Payment of the first or subsequent premium can be made either via the SEPA direct debit procedure, by bank transfer, via credit card payment or via PayPal.
 - b. If the premium or membership fee is collected by the insurer from a bank or credit card account via the SEPA direct debit procedure, payment is deemed to have been made in due time if the premium can be collected on the debit date and neither the policyholder nor - in the event that the policyholder is not the owner of the account - the policyholder and/or account holder object to the call for payment. If the premium could not be collected without the fault of the policyholder, payment is still on time even if it is made immediately after the insurer has requested payment in text form (e.g. via e-mail, fax or regular mail, etc.).

§ 5 Right to premium adjustment

1. Within the framework of the contractual benefit commitment, the insurer's benefits may change, e.g. due to rising medical treatment costs or more frequent use of benefits. The insurer shall compare accordingly the required insurance benefits with those calculated in the technical calculation basis. If this comparison shows a deviation of more than 5 percent, the premiums may be reviewed and, where necessary, adjusted by the insurer. Under the same conditions, an agreed premium supplement can also be changed accordingly (and the maximum benefit amounts included in the plan can be increased).
2. The adjustments pursuant to 1 of this section shall take effect at the beginning of the second month following notification of the policyholder.
3. If the insurer increases the premiums in accordance with 1 of this section, the policyholder may terminate the insurance relationship with regard to the insured person concerned within one month of receipt of the notification of change at the time the change takes effect.

Termination by the policyholder shall only become effective if the insured persons affected by the termination have been informed of the notice of termination and the policyholder provides proof of this accordingly. The insured persons concerned have the right to continue the insurance contract under the terms of the individual insurance under the designation of a future policyholder. Any such declaration must be made within 2 months after receiving knowledge of the possibility of continued coverage.

§ 6 Object of insurance coverage and scope of benefits

The object and scope of the insurance coverage shall be determined by the group contract, membership certificate, any separate written agreements, these General Terms and Conditions of Insurance, any regulations governing the respective insured plans/plan rates/special terms and conditions as well as the legal provisions of the Federal Republic of Germany.

The sum insured is EUR 1,500,000.00 as a lump sum for personal injury and property damage.

§ 7 Scope, commencement, duration and end of the insurance coverage

Unless otherwise agreed, the following shall apply:

1. Scope
 - a. Within the scope of this contract, HanseMerkur offers persons who are only temporarily residing abroad during a trip insurance coverage during such a stay abroad.
 - b. all states and territories of which the insured person is not a citizen and/or in which he/she has no permanent residency or has had no primary residency for more than 5 years are deemed to be foreign countries within the meaning of these conditions:
 - for persons with foreign nationality and permanent residency abroad: the Federal Republic of Germany, as well as any other country of which the insured person is not a national and/or in which he/she has no permanent residency or has had no primary residency for more than 5 years;
 - for persons with German nationality and permanent residency in the Federal Republic of Germany: all countries and territories outside the Federal Republic of Germany;
 - for persons with another nationality, if they have had their permanent residency in the Federal Republic of Germany for at least two years: all countries and territories outside the Federal Republic of Germany.
 - c. Contrary to b., insurance coverage also exists in the home country of the insured person, under the following conditions:
 - In the case of membership periods of at least one year, insurance coverage also exists for a temporary return to the home country of the insured person. Insurance coverage in the home country is limited to a maximum of six weeks for all stays in the home country per policy year. The policy year shall be a period of twelve months, calculated from the commencement of the insurance coverage and including all policy extensions.
 - For the purposes of these insurance conditions, the home country is the insured person's country of nationality and/or the country in which the insured person has his/her permanent residency.
2. Commencement

The insurance coverage begins at the time indicated on the registration list or on the online form (technical commencement of insurance coverage), however

 - a. not before receipt of the insurance confirmation;
 - b. not before crossing the border into a foreign country;
 - c. not before payment of the premium/membership fee;
 - d. not before expiration of any waiting periods;

whichever event occurs last.

No benefits will be granted for insured events that occurred before the start of insurance coverage.

For persons who do not meet the conditions of eligibility for insurance coverage in accordance with § 1 of these terms and conditions, insurance coverage shall also not commence through payment of the premium. If the premium is nevertheless paid for a person who is not eligible for coverage, the sender shall be entitled to the amount, less any expenses on the insurer's side.
3. End

Unless otherwise agreed, the following shall apply:

The insurance coverage also ends for insurance claims that have not yet been settled

- a. at the agreed time;
- b. at the latest at the end of the trip abroad;

- c. when the conditions for a temporary stay abroad are no longer fulfilled;
- d. when the conditions for the insured person's eligibility for insurance no longer apply. These conditions shall also not apply when the person concerned has acquired the nationality of the country of destination or has transferred his permanent residency to that country;
- e. at the time of termination of the group insurance contract;
- f. at the time of termination of the group contract membership.

§ 8 Minimum and maximum duration of insurance/ Membership period in the group insurance contract

1. The minimum duration of coverage/minimum period of membership in the group insurance contract is one month.
2. The maximum duration of coverage/maximum period of membership in the group insurance contract is three years, including any extensions of insurance coverage by independent subsequent memberships.

§ 9 Description of the insurance coverage

1. HanseMerkur offers the insured person insurance coverage when traveling abroad in the event that a third party claims damages for consequences due to a loss/damaging event (insured event) which occurred during the validity of the insurance coverage and which resulted in personal injury, property damage or consequential pecuniary loss on the basis of statutory liability provisions under private law.

The damage event is the event as a result of which the damage to the third party has arisen directly. It does not depend on the time of the occurrence of the damage or the knowledge of the third party of the occurrence of the damage.

2. Non-insured risks

Unless otherwise agreed, there is no insurance coverage:

1. for claims - even if they are legal claims -
 - a. for the fulfillment of contracts, supplementary performance, self-help, withdrawal, reduction, for compensation for damages instead of performance;
 - b. for damages caused in order to be able to carry out the supplementary performance;
 - c. due to the loss of use of the subject matter of the contract or due to the lack of success owed with the contractual service;
 - d. for the reimbursement of expenses incurred in vain relying on the proper fulfillment of the contract;
 - e. compensation for financial loss due to delay in performance;
 - f. for other compensatory damages in lieu of performance;
 - g. for compensation which at the same time has a punitive interpretation (punitive damages);
2. for liability claims which go beyond the scope of statutory claims;
3. for liability claims arising from participation in the following sporting events or from participation in the preparation (training) of such events
 - a. racing (horse, bicycle, motor vehicle racing);
 - b. boxing/wrestling fights;
 - c. martial arts (e.g. judo, karate);
4. for liability claims due to damage to third-party property which the insured person has rented, leased, borrowed or obtained through unlawful interference.

Insofar as this has been explicitly agreed, however, liability claims against the insured person as the user of rooms in buildings temporarily rented for private purposes for accommodation on trips are included (e.g. hotel and bed and breakfast rooms, holiday homes, bungalows) as well as the apartment/house of the host family. Liability claims due to the following are excluded:

 - a. damage to movable objects such as pictures, furniture, television sets, crockery, etc.,
 - b. damage due to wear, tear and excessive strain,
 - c. damage to heating, machine, boiler and water heating systems as well as to electrical and gas appliances,
 - d. the recourse claims covered by the waiver of recourse under the Fire Insurers' Agreement in the event of general loss events.
5. for liability claims due to damage to third-party property caused by a commercial or professional activity of the insured person on or with such property (e.g. handling/treatment, repair, transport, inspection, etc.); in the case of damage to third-party immovable property/objects, this exclusion

only applies to the extent that such property or parts thereof have been directly related to the activity.

If the conditions of the above exclusions are met in the person of employees, laborers, servants, authorised representatives or agents of the policyholder or the insured person, the insurance coverage shall be cancelled, both for the policyholder and for any persons co-insured through the insurance contract;

6. for liability claims arising from damage to the work or items produced or supplied by the insured person (or by third parties on his/her behalf or on his account) as a result of a cause inherent in the production or supply;
7. for liability claims for damage directly or indirectly related to high-energy ionising radiation (e.g. alpha, beta and gamma radiation emitted by radioactive substances and neutrons or radiation produced in particle accelerators) and to laser or maser beams;
8. for liability claims due to damage to soil, air or water (including bodies of water) caused by environmental influences and all further damage resulting therefrom;
9. for liability claims
 - a. from claims of relatives of the insured person living with him or her in domestic community. Relatives include the following: spouses; parents and children; adoptive parents and children; parents and children-in-law; step-parents and children; grandparents and grandchildren; siblings; and foster parents and children (persons connected through a long-term, family-like relationship as parents and children),
 - b. between several insured persons of the same insurance contract,
 - c. by legal representatives of persons incapable of acting in law or persons with limited legal capacity,
 - d. of partners with unlimited personal liability who are not legally capable trading companies,
 - e. by legal representatives of legal persons/entities under private or public law as well as associations which are not legally competent,
 - f. of liquidators.The exclusions under b. - f. also extend to liability claims of relatives of the persons named there, if they live together in domestic community;
10. for liability claims which are attributable to the fact that the policyholder or the insured person did not remedy particularly dangerous circumstances within a reasonable period, which the insurer could reasonably have demanded and did demand to be remedied. A circumstance which has led to damage is automatically deemed to be particularly threatening;
11. for liability claims for personal injury resulting from the transmission of an illness of the insured person as well as property damage resulting from the illness of animals owned, held or sold by the insured person;
12. for the liability of the owner, proprietor, keeper or driver of a motor vehicle, aircraft or watercraft (with the exception of the watercraft mentioned in § 11, 2, 4 a. and b.) for damage caused by the use of the vehicle.
Motor vehicles also include vehicles with motorised starting assistance or pedal support (e.g. pedelecs) as well as self-propelled working machines such as forklift trucks, etc.
Motorized/electric patient wheelchairs are not considered to be motor vehicles;
13. for liability as owner, keeper or guardian of animals;
14. for liability in connection with the pursuit of hunting;
15. for liability arising from the performance of a service, office (also volunteer office) or activity in associations of all kinds;
16. for the liability of the insured person arising from the rental, hiring out or the granting of the right to use property to third parties;
17. for liability due to professional activities.

If the insured person exercises an activity as an au pair on the basis of a written contract, the travel liability insurance also includes their professional liability. Only liability claims arising from activities which the insured person is permitted to perform on the basis of his/her level of training shall be deemed to be insured. However, this insurance coverage shall only apply if claims are asserted against the insured person himself/herself and no other insurance coverage or insufficient insurance coverage exists for the insured person, e.g. as part of the private liability insurance coverage of the host family.

However, liability claims in the household of the host family due to damage to movable objects such as pictures, furniture, household objects, technical household appliances, crockery etc., are excluded.

§ 10 Scope of benefits

1. The contractually agreed sums noted in the contract constitute the maximum compensatory payment granted by the insurer for each loss event. Several damages with the same cause that are connected in time shall be considered as one damage event. The total payment of HanseMerkur for all loss events within one policy year - or an agreed shorter period of coverage - shall be limited to twice the sum insured for personal injury and property damage, in accordance with the plan/plan rate selected.
2. If, in the context of an insured event, a legal dispute arises about the claim between the insured person and the injured party or his legal successor, the insurer shall conduct the legal dispute on behalf of the insured person. The costs incurred for this shall be borne by the insurer. If the liability claims exceed the sum insured, the insurer shall bear the legal costs only in the ratio of the sum insured to the total amount of the claims, even if there are several lawsuits arising from a loss event. In such cases, the insurer shall be entitled to release itself from further benefits by paying the sum insured and its share of the costs incurred up to the point corresponding to the sum insured.
The insurer's expenses for costs shall not be deducted from the sum insured as benefits.
In the event of insured events occurring or claims asserted in the USA, USA territories* and Canada, the insurer's expenses for costs shall be offset against the insured sum as benefits. Costs are: legal, expert, witness and court costs, expenses for preventing or reducing the damage at or after the occurrence of the insured event as well as costs for determining the damage, including travel costs, which are not incurred by the insurer itself. This shall also apply if the costs were incurred on the instructions of the insurer. Claims for compensation of a punitive nature, i.e. punitive damages, are excluded from insurance coverage.
* The term "USA territories" is geographically meant: This includes areas subject to US jurisdiction, i.e. Puerto Rico, Guam and the Virgin Islands.
3. If the insured person has to make pension payments to the injured party, and if the net present value of the pension exceeds the sum insured or the residual amount of the sum insured remaining after deduction of any other benefits from the same insured event, the pension to be paid shall only be reimbursed in proportion to the sum insured or the sum's residual amount of the net present value of the pension.
For this purpose, the capital value of the pension is determined on the basis of the currently valid mortality table for the respective country of residency of the pension recipient and the interest rate customary in that country for such calculations, at the time of the calculation.

§ 11 Restrictions on the obligation to pay benefits and exclusions of benefits

1. Basic restrictions on the obligation to pay benefits
HanseMerkur shall be released from the obligation to provide benefits if:
 - a. the policyholder or the insured person intentionally caused the insured event;
 - b. the policyholder or the insured person maliciously attempts to deceive HanseMerkur about circumstances that are of significance for the reason for or the amount of the benefit;
 - c. Damage caused by strike, war, warlike events, active participation in civil unrest and nuclear energy.
2. Exclusions
Unless otherwise agreed, the following are excluded from insurance coverage:
 1. claims related to the use of weapons (small arms, firearms, cutting and stabbing weapons);
 2. claims in connection with the use and/or storage of explosives, also insofar as these are free to purchase under the respective law of the country of the loss event (e.g. fireworks);
 3. claims in connection with the use and/or application of missiles of any kind. However, claims based on the possession/use of aircraft models, unmanned balloons and kites that are neither powered by engines nor propellants, whose flight weight does not exceed 5 kg and for which there is no obligation to insure, are included;
 4. claims in connection with the use of watercraft of any kind; included, however, are claims:
 - a. as a result of the possession and/or use of own or third-party rowboats and pedal boats as well as third-party sailboats which are neither powered by engines (including outboard engines) nor propellants and for which insurance is not compulsory;

- b. from the ownership, possession, holding or driving of own or third-party surfboards for sporting purposes; the statutory liability of the insured person from renting, lending or the granting of the right to use surfboards to third parties is, however, excluded;
- 5. arising from the loss of property;
- 6. between several policyholders of the same insurance relationship;
- 7. between several co-insured persons of the same insurance relationship;
- 8. related to sewage other than domestic sewage;
- 9. arising from the reduction of land or landslides;
- 10. arising from floods of standing or flowing bodies of water;
- 11. for damages resulting from the exchange, transmission and provision of electronic data, insofar as these are damages resulting from
 - a. deletion, suppression, the rendering of data unusable;
 - b. failure to capture or incorrectly store data;
 - c. interference with access to electronic data exchange;
 - d. transmission of confidential data or information;
- 12. liability claims for damages arising from hostility, deception, harassment, unequal treatment or other discrimination.

§ 12 Obligations and the consequences of breaches of obligations

1. The policyholder and the insured group member are obligated as follows:
 - a. HanseMerkur must be notified immediately in text form of the acceptance of citizenship of the country of destination, the granting of an unlimited residency permit or the denial of a residency permit for the country of destination as well as the permanent taking up of residency in the country of destination;
 - b. The policyholder must notify HanseMerkur of the start and end of each trip to the home country during the contract period prior to commencement of the trip and, in the event of a claim, provide HanseMerkur with proof of this upon request.
2. After occurrence of an insured event, the policyholder and the insured person are obliged to
 - a. ensure, in compliance with the insurer's instructions, that the loss is avoided and reduced as far as possible and to do everything possible to clarify the claim, provided that nothing unreasonable is expected of them in doing so. The insured person shall assist the insurer in defending against the loss and in determining and settling the loss, shall provide the insurer with detailed and truthful loss reports, shall inform the insurer of all facts related to the loss event and shall send the insurer all documents which the insurer deems relevant for the assessment of the loss event;
 - b. permit HanseMerkur to carry out any reasonable investigation into the cause and amount of its obligation to provide benefits and to submit any information useful for this purpose as well as any original documents.
 - c. Every insured event (i.e. every loss event that could result in liability claims against the insured person) must be reported to the insurer in text form by the group contract member immediately, at the latest within one week. If an investigation procedure is initiated or a penal order or a default summons is issued, the insured person must notify the insurer immediately, even if he himself has already reported the insured event. If the injured party asserts his claim against the insured person, the latter shall be obliged to report the claim in text form within one week of the claim being filed. If a claim is asserted against the insured person in court, if legal aid is applied for or if the third party is announced to him in court, he must notify the insurer immediately. The same applies in the event of arrest, preliminary injunction or proceedings to preserve evidence. The above notification obligations also apply if the insured event itself has already been reported.
 - d. In the event of a trial concerning the liability claim, the insured person must leave the litigation to the insurer, give power of attorney to the lawyer appointed or designated by the insurer and provide all information deemed necessary by the latter or the insurer. The insured person shall lodge an objection in due time or take the necessary legal action against default summons or orders by administrative authorities for damages, without waiting for the insurer's instructions.
 - e. If, as a result of a change in circumstances, the insured person acquires the right to demand the cancellation or reduction of a payable pension, he/she is obliged to have this right exercised in his/her name by the insurer. The provisions under § 4, 3 to 5 shall apply accordingly.
 - f. in connection with the assertion of other claims for compensation, the further obligation specified in § 16, 2 shall be observed.
3. Consequences of breaches of obligations:

If the policyholder or the insured person intentionally violates one of the contractually agreed obligations, HanseMerkur shall not be obliged to indemnify. In the event of a grossly negligent breach of obligation, HanseMerkur shall be entitled to reduce the benefit in proportion to the seriousness of the fault of the policyholder/insured group policy member. The burden of proof for the non-existence of gross negligence lies on the side of the policyholder.

§ 13 Conditions for the payment of insurance benefits

1. The original invoices must be submitted to:
Care Concept AG
PO Box 30 02 62
53182 Bonn
Germany
2. HanseMerkur shall only be obliged to grant benefits if the following proof - which shall become the property of HanseMerkur - has been provided:
 - a. original supporting documents in the official currency of the country of destination. If insurance coverage exists elsewhere and is claimed first, copies of the invoice(s) with reimbursement notes shall suffice as proof;
 - b. at the request of HanseMerkur, proof of the beginning and end of each stay in the Federal Republic of Germany;
 - c. at the request of HanseMerkur, proof of the beginning and end of each stay in the home country or a third country;
 - d. upon request or at the latest in the event of a claim, proof of fulfillment of the requirements for the eligibility for insurance in accordance with § 1, 2 as well as a valid residency permit for the stay in the country of destination, insofar as such a permit is required there;
 - e. the insured person is not entitled, without the prior consent of the insurer, to recognize or satisfy a liability claim in whole or in part or comparatively. Should such acknowledgement or satisfaction nevertheless take place without the consent of the insurer, the liability claims shall initially be examined according to the legal situation without taking recognition or satisfaction into account. Insofar as liability claims could have been averted without recognition or satisfaction according to the legal situation, the insurer shall be released from the obligation to indemnify for the portion exceeding the justified liability claim.

§ 14 Authorization of the insurer

The insurer shall be deemed to be authorized to make all declarations on behalf of the insured person which it deems expedient for the settlement or defence of the claim.

§ 15 Offsetting

The policyholder or the insured person may only offset against claims of HanseMerkur to the extent that the counterclaim is undisputed or has been established as final and legally binding.

§ 16 Compensation from other insurance contracts and claims against third parties

1. If, in the event of an insured event, compensation can be claimed under another insurance contract, the other contract shall take precedence over this contract. This shall also apply if subordinated liability has also been agreed in one of these insurance contracts, irrespective of when the other insurance contract was concluded. If the insured event is first reported to HanseMerkur, HanseMerkur shall make advance payment and shall contact the other insurer directly for the purpose of sharing the costs.
2. If the policyholder or the insured group policy member is entitled to a claim for compensation against a third party, this claim shall pass to the insurer insofar as the insurer compensates the loss. The transfer cannot be asserted to the detriment of the policyholder. The policyholder must safeguard his claim for compensation or the right serving to secure this claim in compliance with the applicable form and deadline regulations and, where necessary, cooperate in its enforcement by the insurer. The consequences of a breach of this obligation shall be determined in accordance with § 12, 3 of these insurance terms and conditions.

§ 17 Declarations of intent and notifications

1. Declarations of intent and notifications to HanseMerkur and Care Concept AG must be made in text form.
2. If the policyholder/insured person has not notified the insurer of a change in his/her address, proof of the postal office's corresponding non-delivery note to the policyholder's/insured person's last address known to the insurer shall suffice for a declaration of intent to be submitted to the policyholder/group policy member. The declaration shall be deemed to have been received three days after dispatch of the letter. Sentences 1 and 2 shall apply accordingly in the event of a change of name of the policyholder.

§ 18 Statute of limitations

Claims arising from this insurance contract are subject to a statute of limitations of three years. The statute of limitations begins at the end of the year in which the benefit can be requested. If a claim from the policyholder has been filed with HanseMerkur, the statute of limitations shall be suspended in text form until receipt of HanseMerkur's decision.

§ 19 Applicable law, contract language, application for insured persons

German law shall apply insofar as international law does not conflict with it. The contract language is German. All provisions made shall apply accordingly to the co-insured persons. The exercise of the rights and assertion of claims from the insurance contract are exclusively reserved to the policyholder.

Annex 1: Non-insurable professional activities in accordance with § 1, 3 b. of the Insurance Terms and Conditions

Professions	Provision regarding activities	Limitation of exclusion
performance artists	all activities	
construction workers	selected activities	Only the following activities are excluded: concrete builders roofers scaffolders building construction workers bricklayers reinforced concrete constructors plasterers civil engineers carpenters
miners	all activities	
professional soldiers	all activities	
commercial divers	all activities	
tamers	selected activities	Only as far as original wild animals (cats of prey, elephants, etc.) are tamed
parachutists/skydivers	all activities	
firefighters	all activities	
deep-sea fishermen	all activities	
butchers	all activities	
offshore workers	selected activities	only those directly involved in oil production
pyrotechnicians	all activities	
security staff	selected activities	Only the following activities are excluded: bodyguards security guards
demolition experts	all activities	
stuntmen/stuntwomen	all activities	
surf instructors	all activities	
diving instructors	all activities	
decomposers	selected activities	activity in meat cutting

**Policy terms and conditions for
Care Discover group liability insurance
with HanseMerkur Reiseversicherung
AG VB-Haft 2018 (CHV CD-G2018)**



No. 1 Insurance terms and conditions

The insurance terms and conditions for Care Discover group liability insurance with HanseMerkur Reiseversicherung AG VB-Haft 2018 (CHV CD-G2018) form the basis of the contract.

No. 2 Divergent agreements

The following amendments to or deviations from the terms and conditions for Care Discover group liability insurance with HanseMerkur Reiseversicherung AG VB-Haft 2018 (CHV CD-G2018) have been agreed:

Regarding § 1.7 Geographic scope of coverage

1. Geographic scope of coverage

The USA is excluded from the scope of coverage. Insurance coverage also does not exist in the national territory of the USA when it concerns the home country of the insured person.