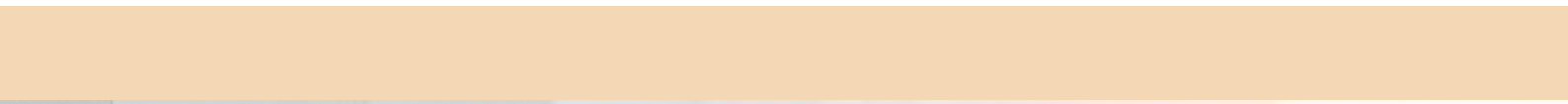


# ERGO

Reiseversicherung

## Terms and Conditions for Corporate Travel Insurance

ERGO Reiseversicherung AG and ERGO Versicherung AG



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Important notice: ERGO Reiseversicherung is also abbreviated to ERV in this brochure.

# Terms and Conditions for Corporate Travel Insurance provided by ERGO Reiseversicherung AG. (VB-ERV Corporate Travel 2015)

The regulations of the General Terms and Conditions and the Glossary apply to all types of corporate travel insurance offered by ERGO Reiseversicherung AG (hereinafter referred to as ERV). The respective insurance cover taken out is defined in the Special Sections.

These terms and conditions apply equally to insurance for business and corporate travel. As used in this text, the term "→business trip" also includes corporate travel. Terms that are defined in the Glossary are indicated in the text with a →.

## General Terms and Conditions

### 1. Who is the insured person?

You are the insured person if the policyholder concluded the insurance policy in your favour. As an insured person, you are named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

### 2. Who is the policyholder?

The policyholder is the company or person whom ERV has concluded the insurance policy with. The policyholder is named in the insurance policy.

### 3. For which →business trip do you have insurance cover?

You have insurance cover for any number of →business trips you take during the term of insurance. The maximum term of insurance per →business trip is defined in the insurance policy.

### 4. When does your insurance cover begin and end?

- 4.1 Your insurance cover under the Travel Cancellation Insurance (Part G) begins with the agreed start of the insurance, however not prior to booking a covered →business trip and ends when the →trip commences, however at the latest upon the agreed end of the contract.
- 4.2 Under the other insurance types, your insurance cover begins with the agreed start of the insurance, at the earliest however when the →business trip commences. Your insurance cover ends when you have finished your →business trip, at the latest however upon the agreed end of the contract.
- 4.3 You were not able to finish your →business trip as scheduled for reasons beyond your control? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

### 5. Are holidays during a →business trip insured?

Have you interrupted your →business trip due to holiday? In this case, within the scope of the agreed insurance cover, you are insured for up to six workdays.

### 6. What is the term of the contract and how can it be terminated?

- 6.1 The term of contract is one year. The insurance policy extends automatically for an additional one-year term if the policyholder or we do not terminate three months prior to the end of the respective term at the latest.
- 6.2 The insurance policy may be cancelled by the policyholder or us if an insured event has occurred. Cancellation is only permissible within one month of conclusion of the negotiations on compensation. The policyholder may cancel with immediate effect or at a later point in time, at the latest however upon conclusion of the current insurance year. We may cancel upon one month's notice.

### 7. How do we calculate the insurance premium?

- 7.1 We calculate the preliminary insurance premium in advance for the respective insurance year. This is based on the scope of cover as provided in the insurance policy and the risk information provided to us.
- 7.2 Upon expiry of the insurance year, the policyholder transfers us the actual risk information for the preceding insurance year. We then calculate the final premium for the preceding insurance year.

### 8. What obligations do you have prior to the occurrence of an insured event?

The policyholder is obliged to provide us the risk information listed in the insurance policy for the preceding insurance year; this is required upon our request at the latest.

### 9. What obligations do you have after the insured event has occurred?

- 9.1 You must:
  - A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).
  - B) Notify the damage to us →immediately.
  - C) Describe the events leading to the claim and the consequences truthfully.
  - D) Allow us to carry out any reasonable investigations into the cause and amount of the damage and the extent of our liability.
  - E) Give us any relevant information truthfully.
- 9.2 You must provide us with original documents as proof and, where appropriate, release the doctors providing treatment from their obligation to maintain confidentiality. The release from the obligation to maintain confidentiality is only binding for you if knowledge of the data is required to assess our liability obligations or the scope of our liability.

### 10. What consequences does a breach of the obligations have?

- 10.1 The policyholder breaches an obligation prior to the occurrence of an insured event intentionally or due to gross negligence? In such cases, we may terminate the contract with immediate effect within one month of learning of such a breach. Our right of termination is not applicable in the event the policyholder proves that obligation was breached neither intentionally nor due to gross negligence.
- 10.2 We are not obliged to pay benefits if you deliberately breach one of the obligations referred to in section 9.
- 10.3 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if you prove to us that you did not breach the obligation with gross negligence.
- 10.4 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. If, however, you have fraudulently breached an obligation, we are under no obligation whatsoever to make a payment.

### 11. What must you take into account when paying the premium?

- 11.1 Deviating from § 33 para, 1 German Insurance Contract Act, (VVG), the first premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.
- 11.2 If the first premium has not been paid in time, we may revoke the contract for as long as payment has not been made. This does not apply if the policyholder is not responsible for non-payment.
- 11.3 If the first premium has not been paid when the insured event occurs, we will not pay any benefits. This does not apply if the policyholder is not responsible for non-payment.

### 12. What must you take into account when paying the renewal premium?

- 12.1 Renewal premiums are due at the start of the agreed premium period.
- 12.2 If the renewal premium is not paid in time, we send the policyholder, at his own expense, a written reminder calling upon him to make payment within two weeks at the least. This demand for payment is only effective if we indicate the outstanding amounts for the premium, interest and costs separately.
- 12.3 If the policyholder remains in default following expiry of this period,
  - A) and if an insured event occurs following expiry of the period, we will not pay any benefits;
  - B) we can terminate the insurance policy with immediate effect. If we have terminated the contract and the policyholder subsequently pays the amount indicated in the warning within one month, the contract continues in effect. There is no insurance cover for insured events occurring between receipt of the notice of termination and payment.

**13. What are the rules for premium payments via direct debit or credit card?**

- 13.1 The following applies to payments by direct debit or credit card: The payment is considered to be in time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the policyholder: The payment is still in time, if the policyholder makes it possible to execute the direct debit within the period indicated in our written payment reminder. In all other cases, the policyholder is in arrears without additional warning. The foregoing is not the case where the policyholder was not able enable direct debiting through no fault of his own.
- 13.2 We may send the policyholder a reminder at his expense in the event the policyholder is in arrears in payment of the premium. The policyholder must then →immediately enable proper direct debiting.

**14. What rules apply for insurance tax?**

The Medical Travel Insurance is exempt from insurance tax pursuant to § 4 section 5 German Insurance Tax Law (Versicherungsteuergesetz). If this insurance is concluded together with other insurances as part of an insurance package, this part of the premium will be shown separately. It is stated on the premium note, which is part of the insurance policy.

**15. In what cases do you not have any insurance cover?**

The following rules apply to the extent not otherwise agreed with the policyholder:

- 15.1 You do not have any insurance cover for damage caused by strikes or other form of industrial action, →pandemics, nuclear energy or other ionising radiation, seizure and other →actions of higher authority, for the consequences of accidents or illnesses resulting from the use of Chemical, Biological, Radiological, and Nuclear (CBRN) weapons.
- 15.2 Not covered by the insurance is damage caused by war, civil war, events similar to war, civil unrest. What happens if you are in a country in which one of these events occurs unexpectedly? You are then covered by the insurance for the first 14 days after the start of the respective event. This extension will not apply if you actively participate in one of these events.
- 15.3 You are travelling in an area where a travel warning was issued by the →Foreign Office of the Federal Republic of Germany at the time of entry? Then you are not covered by the insurance. You are already in an area for which a travel warning has been issued? Your insurance cover then ends 14 days after the travel warning was announced.
- 15.4 You are not covered by insurance or you are not entitled to assistance benefits, as long as and insofar as there are conflicting economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany. This also applies for economic, trade or financial sanctions or embargoes, which are imposed by the United States of America, if such sanctions or embargoes are compatible with European and German legislation.
- 15.5 These exclusions apply in addition to the exclusions named in the respective Special Section.

**16. What must you take into account in the event of →increased risk?**

- 16.1 After the policyholder has provided his contract declaration, without our consent he may not:
- Undertake any increased risk,
  - Permit any third party to undertake an →increased risk.
- 16.2 What if the policyholder subsequently recognises that he has undertaken or permitted an →increased risk without our consent? He must inform us of this →immediately.
- 16.3 What if an →increased risk occurs without the intent of the policyholder after submission of the contract declaration? He must inform us of this →immediately after learning of this.

**17. What are the consequences of an →increased risk?**

- 17.1 Termination
- If the policyholder breaches his obligation under section 16.1 intentionally or due to gross negligence? We may terminate the contract with immediate effect.
  - If the breach is due to simple negligence? In such cases, we may terminate the contract on one month's notice.
  - What if we learn of an →increased risk under sections 16.2 and 16.3? In such cases, we may terminate the contract on one month's notice.
- 17.2 Contract amendment
- In lieu of termination, we may:
- Request a corresponding premium increase from the time of the →increased risk.
  - Exclude the increased risk from insurance cover. The policyholder may terminate the contract in the event of an amendment of the contract under A) or B). He may do so within one month after we have informed him or the contract amendment and his right of termination.
- 17.3 After we have learned of the →increased risk, we have one month to terminate the contract or to continue the contract subject to amended terms. These rights lapse if we do not exercise them within this deadline. The foregoing applies in like manner once the →increased risk has been eliminated.

**18. What are the consequences of an →increased risk in the event of a claim?**

- 18.1 We are not obligated to make pay benefits if the policyholder has breached his obligations under section 16.1 intentionally.
- 18.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if the policyholder proves to us that he did not breach the obligation with gross negligence.
- 18.3 We are not obligated to make pay benefits if the policyholder has breached his obligations under section 16.2 or 16.3 intentionally. This is provided that the claim occurs more than one month after the time at which we should have received notification.
- 18.4 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if the policyholder proves to us that he did not breach the obligation with gross negligence.
- 18.5 Were we aware of the →increased risk at the time at which we should have received notice? In such cases, your insurance cover remains.
- 18.6 Your insurance cover remains in place if:
- You can prove that the →increased risk was neither the cause of the occurrence nor the determination of the insured event, nor the determination or the scope of the benefit;
  - Our period for providing notice of termination had expired at the time of the insured event and we had not provided notice of termination;
  - We had included the →increased risk in the insurance cover via an increased premium.

**19. When will you receive payment?**

- 19.1 Once we have determined our liability, you will receive the payment →immediately.
- 19.2 Any costs, which you have incurred in a foreign currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs.

**20. What applies if there are claims against third parties?**

- 20.1 If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to your detriment or the detriment of the policyholder.
- 20.2 You are obliged to assign the claims for compensation to us in accordance with section 20.1 if we have paid compensation to you.
- 20.3 Are you entitled to claims for compensation from other insurance policies under private law or social insurance agencies? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.
- 20.4 Sections 20.1, 20.2 and 20.3 do not apply to the Travel Accident Insurance for Corporate Travel.

**21. Which law applies? Which court is responsible?**

- 21.1 Where legally permitted, German law will apply to this policy.
- 21.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction:
- Munich.
  - The court at your place of residence or your permanent place of residence at the time the complaint is filed.
- 21.3 If we need to clarify something with you in court, the court at your place of residence or your permanent place of residence will be responsible.

**22. Which limitation periods must you take into account?**

- 22.1 Claims under the insurance contract lapse after three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.
- 22.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

**23. What must you take into account when submitting a declaration of intent?**

- 23.1 Notices and declarations of intent must be in writing unless otherwise explicitly specified. This applies to the policyholder, you and us.

## Glossary

### Abroad:

Abroad is to be understood as a country in which you do not have your permanent place of residence.

### Actions of higher authority:

Actions of higher authority are measures taken by the authorities, examples of this are: Confiscation of exotic souvenirs by the customs authority or refusal of entry if the required entry documents are missing.

### Business trip:

A business trip is your temporary professional absence, arranged by your employer, away from your permanent place of residence or regular place of work. Journeys at the permanent residence or the regular place of work and between these places are not deemed to be business trips. Journeys to work at primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be business trips. Corporate travel is your temporary professional absence away from your permanent place of residence or regular place of work to the extent you are an independent professional, a managing director, board member or other person not subject to instructions from a company. Journeys at the permanent place of residence or the regular place of work and between these places are not deemed to be corporate travel. Journeys to work at primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be corporate travel. The term "business trip" is deemed to include corporate travel for purposes of these terms and conditions for insurance.

### Carers:

Carers are persons who care for your accompanying or non-accompanying →relatives, who are under age or are in need of care, e.g. au pair.

### Check-ups:

Check-ups are regular medical examinations carried out to determine the state of health of the patient. E.g. measuring the blood sugar level in case of diabetes. They are not carried out for a specific purpose or for treatment.

### Commencement / Start of the →business trip:

For the purpose of the Travel Cancellation Insurance and the Curtailment Insurance, the →business trip is deemed to have commenced once the first booked →travel service begins.

A →business trip is deemed to commence under the Travel Cancellation Insurance in particular:

- For a flight: With check-in, if the traveller checks in on the previous evening, when he/ she goes through the security check on the day of travel.
- For a journey by sea: With check-in on the ship.
- For a bus trip: When the traveller enters the bus.
- For a rail trip: When the traveller enters the train.
- For a trip by rental car: With acceptance of a rental car.
- When travelling with one's own car: When the first booked →travel service is commenced, e.g. Hotel check-in.

Is a transfer service a fixed element of the entire trip? The trip then begins when the transfer commences (entering the transfer vehicle).

For the purpose of all other types of travel insurances, the →business trip commences when you leave your home or regular place of employment.

### Current value:

The current value is the sum generally required to purchase new items of the same kind and quality. We will deduct an amount representing the condition of the item (age, wear, usage, etc.). from this sum.

### Curtailment of the →business trip:

A →business trip is regarded as curtailed: If you end your stay definitely and return home or to the place of your regular employment.

### Domestic:

Domestic is to be understood as a country in which you have your permanent place of residence.

### Extreme sports:

Extreme type of sports include, in particular, rafting, free climbing, abseiling and caving, mountain climbing, hang gliding, paragliding and parachuting.

### Foreign Office:

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world (e.g. travel and safety information, travel warnings).

Contact details are:

Postal address: Auswärtiges Amt, 11013 Berlin  
 Switchboard: +49 (0) 30 - 18 170 (24 h service)  
 Fax: +49 (0) 30 - 18 17 34 02  
 Internet address: www.auswaertiges-amt.de

### Immediately:

Without culpable delay.

### Increased risk:

An increased risk occurs in the event the actual circumstances are changed such that the probability of the occurrence of an insured event is increased or that damages increase. Example: Change in the agreed area of coverage. Medically necessary / Medically necessary treatment:

1. Treatments and diagnostic procedures are only insured if they satisfy the following requirements:
  - A) They are for a diagnostic, healing and / or palliative purpose.
  - B) They are recognized by conventional medicine and are reasonable.
  - C) The medical diagnosis and / or the prescribed treatment must be in accordance with generally accepted medical procedures.

In particular, treatments, which are carried out against medical advice, are not medically necessary.
2. Medical benefits or medical care must be medically necessary and reasonable. This is the case if all the following requirements are satisfied:
  - A) They are necessary in order to diagnose or treat your condition, your disease or your injury.
  - B) The symptoms, the diagnosis and the treatment are in accordance with the underlying disease.
  - C) They represent the most reasonable type and level of medical care.
  - D) They are carried out over a reasonable treatment period.

### Natural events:

Natural events are: Explosions, storm, hail, lightning, high water levels, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

### Pandemic:

A pandemic exists if an infectious disease breaks out on large parts of a continent or on several continents. This has to be established by the World Health Organisation.

### Public transport:

Public transport relates to all vehicles licensed for public conveyance of passengers by air, land and sea. Vehicles used for tours / air tours, hire cars, taxis and cruise ships are not deemed public transport.

### Rebooking fees:

Rebooking fees are fees charged by your tour operator / contract partner for changes made to the destination or travel dates of your trip.

### Relatives:

Relatives are:

- A) Your spouse or civil partner, your partner living in cohabitation.
- B) Your children, parents, adopted children, adoptive parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

### Replacement value:

The replacement value is the sum required to purchase new items of the same kind and quality.

### Sports equipment:

Sports equipment refers to all items required to do a sport including accessories.

### Start / Commencement of the →business trip:

See "Commencement / start of the →business trip".

### Travel location:

Travel locations are deemed to include all locations you visit in the course of a →business trip. Travel locations are understood to include local municipalities including the surrounding area within a radius of 50 km. In addition, all connecting routes between travel locations and back to your permanent place of residence or your regular place of employment are included.

### Travel services:

Travel services are deemed to be, for example, booked hotel rooms, a flight, a journey by sea, a bus or rail trip.

## Special Sections

### A Medical Travel Insurance for Corporate Travel

- 1. What is insured?**
  - 1.1 You became ill during your →business trip or have had an accident? Then we will pay the costs for:
    - A) Medical treatment →abroad.
    - B) Return transport of the patient and luggage.
    - C) Burial →abroad or repatriation.
  - 1.2 You have a medical emergency during your →business trip? Then we will provide assistance with our 24-hour emergency hotline.
  - 1.3 Notwithstanding section 15.1 of the General Terms and Conditions, Medical Travel Insurance for Corporate Travel also covers →pandemics.
- 2. What medical treatment do we pay for →abroad?**
  - 2.1 Medical treatment costs and medicines: →Medically necessary treatment, which is performed or prescribed by doctors, is insured. The medical treatment and medicine must be recognized by conventional medicine. Alternative treatments are covered by the insurance if no conventional methods or medicines are available
  - 2.2 We will pay the costs for:
    - A) In-patient treatment in the hospital including operations.
    - B) Outpatient treatment:
    - C) Drugs, medicines and bandages.
    - D) Pain-relieving dental treatment including basic dental fillings.
    - E) Repair of existing dentures and existing dental-prostheses.
    - F) Temporary dentures or temporary dental prostheses after an accident.
    - G) Pacemakers and prostheses: If they become necessary for the first time during the trip and are required to ensure that you can be transported.
    - H) Aids, which become necessary for the first time during the trip, e.g. Zimmer frames, rental of a wheelchair.
    - I) Costs of treatment by a chiropractor or alternative therapist for up to 10 visits. We assume up to € 1,500 per insured person and insurance year.
  - 2.3 Does a treatment or another measure exceed what is →medically necessary? We can then reduce our payment to a reasonable amount. The fees and charges invoiced may not exceed the amount, which is generally deemed to be customary and reasonable in the relevant country. Otherwise, we can reduce the reimbursement to the standard rates applicable in the country.
  - 2.4 Telephone costs: You have to contact our Emergency Hotline? We will reimburse the telephone costs up to € 25 for each insured event.
- 3. What do we pay for pregnancy →abroad?**
  - 3.1 We will pay for the costs incurred →abroad for:
    - A) Medical treatment of pregnancy complications.
    - B) Termination of pregnancy on medical grounds.
    - C) Premature births up to and including the 36th week of pregnancy.
    - D) Miscarriages up to and including the 36th week of pregnancy.
    - E) Medical treatment for your newborn child in the event of a premature birth up to and including the 36th week of pregnancy.
  - 3.2 Did you become pregnant during the →business trip? Then we will pay for the costs incurred →abroad for:
    - A) Maximum five medical check-ups.
    - B) Two ultrasound scans. We will pay the costs for additional scans if they are →medically necessary due to special circumstances.
    - C) Medical treatment of pregnancy complications.
    - D) In-patient or outpatient delivery of the baby. We will pay for the additional costs of a caesarean if it is →medically necessary.
    - E) Termination of pregnancy on medical grounds.
    - F) Obstetricians and midwives.
    - G) Postnatal care for mothers and the newborn baby.
- 4. You experience a psychological trauma during your →business trip?**
  - 4.1 Then we will reimburse the costs of psychological treatment. Treatment must be provided by a psychologist or psychiatrist admitted to practice in the country in which you are staying.
  - 4.2 We will reimburse your costs for a maximum of 10 sessions per insured event, limited to a maximum of € 1,500. You must commence treatment within six months of the event causing the trauma.
- 5. When do we pay the hospital daily benefit?**

You do not want us to pay the in-patient medical treatment costs? You will then get a hospital daily benefit of € 100 per day. We will pay this amount for a maximum of 30 days from the start of the in-patient treatment. You have to inform us of your choice at the beginning of the treatment.
- 6. A child has to be treated as an in-patient?**

Does an under-age child travelling on the trip have to be treated as an in-patient? We will then pay the costs for the accommodation of a person to accompany the child while she / he is in hospital.
- 7. Are you still not able to be transported at the end of your trip?**

We will then pay the costs of treatment until the day on which you can be moved.
- 8. What do we pay for in the case of the return transport of the patient and ambulance service?**
  - 8.1 We will organise your return transport with medically adequate means of transport if it is medically reasonable and justifiable. We will pay the costs for repatriation to your place of residence or to a suitable hospital nearest to your place of residence.
  - 8.2 We will bring your luggage back to your place of residence if a return transport was organised for you.
  - 8.3 We will refund the costs for your →medically required ambulance service in a suitable hospital →abroad:
    - A) For in-patient treatment.
    - B) For initial outpatient treatment.
- 9. What do we reimburse in the case of death?**
  - 9.1 At the request of your →relatives, we will organise your repatriation. Repatriation will be to your last place of residence prior to the →start of the business trip. We will pay these costs.
  - 9.2 Alternatively, we will organise the burial →abroad. We will pay the burial costs up to the amount of the repatriation costs.
  - 9.3 We will bring your luggage back to your last place of residence prior to the →start of the business trip.
- 10. What do we reimburse in the case of →domestic →business trips?**

We provide the following benefits in the case of →domestic →business trips:

  - A) Return transport of the patient and luggage as specified in sections 8.1, 8.2 and 9.3.
  - B) We will pay a hospital daily benefit amounting to € 100 per day. We will pay this amount for a maximum of 30 days from the start of the in-patient treatment.
  - C) At the request of your →relatives, we will organise your transfer to the last place of residence prior to the →start of the business trip. We will pay these costs.
- 11. You would like advice on medical care or medicines?**
  - 11.1 You have questions before or during your trip with regard to medical care →abroad? We will inform you about the options available for medical care. If it is possible, we will give you the name of a German or English-speaking doctor.
  - 11.2 We will give you advice on:
    - A) Medicines, which are necessary during the →business trip.
    - B) Substitute medicinal products if medicines, which you require during the →business trip, are lost.
- 12. How do we help in the case of hospitalisation?**
  - 12.1 A doctor, who has been appointed by us, will establish contact with the hospital doctors giving treatment. If it is necessary, we will consult your GP. We ensure that information is passed on between the doctors involved. If you wish, we will inform your →relatives.
  - 12.2 You are expected to stay in hospital for more than five days? Then we will organise the journey of a person close to you to the hospital and then back to his / her place of residence. We will pay the costs for the journey there and back.
  - 12.3 We will give the hospital in which you are being treated a guarantee to pay costs up to € 15,000. We will settle the charges with the hospital. If the costs are not covered by the insurance, any costs borne by us must be paid back to us within one month after invoicing. If the costs are covered by the insurance, we will increase the cost payment guarantee if required.
- 13. Can children or persons in need of care who are accompanying you no longer be cared for?**

You can no longer care for under-age children or persons in need of care during the →business trip due to illness, injury resulting from an accident or death? We will then organise the return journey for the children or the persons in need of care and will pay the additional costs for this. Alternatively, we will organise the journey of a person close to you to the →travel location and back to your permanent place of residence. We will pay the costs for the journey there and back.
- 14. Are search, rescue and recovery costs insured?**

You have an accident and therefore you are in need of a search, rescue or recovery operation? We will then pay the costs for this up to € 20,000.
- 15. What is not insured:**

The following is not insured:

  - A) Medical treatment, where you were already aware before the start of the →business trip that it would have to be carried out during your →business trip, e.g. dialysis.
  - B) Purchase and repair of visual and hearing aids.
  - C) Illnesses and injuries, which occur as a result of a deliberate act, and their consequences.

- D) Treatment of alcoholism, drug-related diseases and other addictions including withdrawal treatments and cures.
- E) Fango, massages and hypnosis.
- F) Need for care or safekeeping.
- G) Treatments by spouses or civil partners, parents or children. Documented material costs will be paid in accordance with the tariff.

**16. What obligations do you have after the insured event has occurred?**

- 16.1 You must comply with the obligations of the General Terms and Conditions.
- 16.2 You or in the event of death, your legal successor must contact our Emergency Hotline → immediately:
  - A) Before the start of in-patient treatment.
  - B) Before carrying out the return transport of the patient.
  - C) Before burial → abroad or before repatriation in the event of death.
  - D) If children or persons in need of care, who are accompanying you, can no longer be cared for.
- 16.3 You are obliged to submit to us the original invoices or copies with proof that another insurer has reimbursed the costs.

**17. What consequences does a breach of the obligations have?**

- 17.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 17.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 17.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**18. Do you have to pay an excess?**

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of medical treatment costs, we will deduct € 100 for each insured event from the reimbursement. This also applies if specific amounts are defined as a maximum reimbursement.

**19. What happens in the case of claims against other insurance companies?**

Will you lose your premium refund from another health insurance policy, because this insurance company contributed to the reimbursement in our favour? We will then either waive the sharing of costs or make up for this loss.

**B Comprehensive Service for Corporate Travel**

**1. Do you have one of the following emergencies during your → business trip?**

Then we will provide assistance with our 24-hour Emergency Hotline.

**2. How do we help in the event of the loss of travel funds?**

- 2.1 We will make contact with your bank in the case of a financial emergency during your → business trip. The prerequisite is: Your travel funds have been stolen, robbed or have been lost in another manner.
  - A) Where necessary, we will help to transfer the amount provided by your bank.
  - B) If we are not able to make contact with your bank within 24 hours, we will give you a loan of up to € 5,000. You must pay back the amount to us within one month after payment.
- 2.2 If you have lost your credit, EC and mobile phone cards, we will help you to cancel the cards.
  - We are not liable:
    - A) For the proper procedure with regard to stopping payments against such cards.
    - B) For any financial losses incurred despite stopping the payments.
- 2.3 If you lose your travel documents, we will help you to obtain replacements.

**3. How do we provide assistance in the event you cannot start or continue your → business trip as planned?**

- 3.1 If you cannot start or continue your → business trip as planned, we provide assistance in re-booking or organise your onward or return trip and advance additional costs.
- 3.2 The prerequisite is:
  - A) Your means of transport is delayed, is cancelled or you miss it.
  - B) Your means of transport is over-booked.
  - C) You must make an unscheduled return trip due to an emergency.
- 3.3 Amounts we have advanced must be paid back to ERV within one month of payment. If a claim exists under part C, section 2.1 you only need to pay back the amount above and beyond this claim.

**4. How do we provide assistance if third parties need to be informed?**

Do you have to change your travel plans or find yourself currently in an emergency?  
At your request, we will notify your → relatives or your employer.

**5. What information do we provide?**

- 5.1 At your request, we will give you details of the nearest diplomatic mission (address and telephone contact).
- 5.2 If requested, we will provide you with information on travel warnings and safety notices from the → Foreign Office of the Federal Republic of Germany.

**6. How do we provide assistance if you are prosecuted criminally?**

If you are threatened with arrest or are arrested, we assist you to find an attorney and a translator. We advance court, attorneys' and translator costs up to a total of € 5,000 as well as, if applicable, bail up to the sum of € 50,000. Amounts we have advanced must be paid back within one month of payment.

**7. You would like psychological help?**

You get into an emergency and need psycho-logical assistance? We will provide initial counselling by telephone.

**C Delay Cover for Corporate Travel**

**1. What is insured?**

We reimburse your costs if:  
A) A form of → public transport is delayed.  
B) Delivery of your luggage is delayed.

**2. What is insured if a form of → public transport is delayed?**

- 2.1 Does a form of → public transport have a delay? And you miss your connection as a result and must continue your → business trip after a delay? Then, we will reimburse you for additional costs for outbound and return travel up to € 1,500 per person and insured event. We will refund these costs in accordance with the type and standard of the originally booked means of transport.
- 2.2 Is your continued travel delayed because a form of → public transport is delayed? We will then reimburse the verified costs for any necessary and appropriate expenses (meals and accommodation). The maximum amount is limited to € 150 per person and insured event.

**3. What is insured if your luggage is delayed?**

Your checked luggage was transported with delay and reaches the destination at least four hours after you? We will then reimburse you for the expenses of replacement purchases up to € 1,000 per person and insured event. Replacement purchases, which are required to continue the → business trip, are insured.

**4. What obligations do you have after the insured event has occurred?**

- 4.1 You must comply with the obligations of the General Terms and Conditions.
- 4.2 You are obliged to have the delay in the form of → public transport or a delay in your luggage confirmed by the respective transport company. You must submit to us the foregoing confirmation as well as proof of insurance and the booking documents. You must document replacement purchases by submitted receipts to us.

**5. What consequences does a breach of the obligations have?**

- 5.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 5.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 5.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**6. Do you have to pay an excess?**

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of additional costs for outward or return travel, your own contribution is 20% of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.

**D Travel Accident Insurance for Corporate Travel****1. What is insured?**

- 1.1 If you have an accident during a →business trip, which leads to your death or permanent disability, we will support you or your legal successor in providing the agreed assistance and payments.
- 1.2 An accident is deemed to have occurred if you suffer involuntary damage to your health as a result of an event, which suddenly impinges on your body from the outside.
- 1.3 An accident is also deemed to have occurred if, as a result of increased physical exertion:
- One of your joints is dislocated.
  - Your muscles, ligaments, tendons or joint capsules are strained or torn.
- 1.4 It is also deemed to be an accident:
- If you suffer a sudden damage to your health in the course of lawful defence or during efforts to rescue human life, animals or property.
  - Damage to your health typical to scuba diving.
  - Infections resulting from tick bites.
  - Rabies.
  - Tetanus.

**2. When and to what extent do we pay benefits if the accident leads to permanent disability?**

- 2.1 When does a disability exist?  
Disability exists if your physical and mental capacity is impaired permanently as a result of the accident. An impairment is permanent if it is likely to exist for more than three years. Furthermore, no change to the condition can be expected.
- 2.2 The following requirements must be met with regard to your disability within 15 months after the accident:
- The disability occurs.
  - Has been diagnosed in writing by a doctor.
  - You submit a claim to us.
- All of these requirements for your claim must be satisfied.
- 2.3 To the extent not otherwise agreed, we determine the scope of the disability as follows:
- If you lose your sense organs or parts of your body or their function is completely impaired, the following degrees of disability apply:
 

Arm.....	70%
Arm to above the elbow joint .....	65%
Arm below the elbow joint .....	60%
Hand.....	55%
Thumb.....	20%
Index finger.....	10%
Other fingers.....	5%
Leg above the middle of the thigh.....	70%
Leg up to the middle of the thigh.....	60%
Leg to below the knee .....	50%
Leg to the middle of the calf .....	45%
Foot.....	40%
Big toe .....	5%
Other toe .....	2%
Eye .....	50%
Hearing in one ear .....	30%
Sense of smell .....	10%
Sense of taste.....	5%
Voice.....	50%
Kidney .....	20%
Spleen .....	10%
  - You lose your sense organs or parts of the body partially or their function is partially impaired? Then the corresponding portion of the percentage mentioned in 2.3 A) will apply.
  - Is a part of the body or a sense organ not listed in 2.3 A)? The degree of disability is measured by the extent of the overall impairment to the normal physical or mental capacity. This assessment will be decided solely on medical grounds.
  - Were affected parts of the body or sense organs already permanently impaired prior to your accident? In this case, we will reduce the degree of disability by the disability prior to the accident. This is assessed in accordance with the above-mentioned criteria.
  - If several sense organs or body parts are affected permanently by the accident, the degrees of disability will be added together up to a maximum of 100%.

**3. When can you claim payment of benefits for disability?**

- 3.1 If your treatment is not yet completed, you can request payment due to disability at the earliest one year after the accident.
- 3.2 You send us all the documents, which are required to assess the degree of disability. Within three months, we will then state whether and for what amount we will accept your claim.
- 3.3 If you die within one year after the accident as a result of the accident, you will not be entitled to disability benefits. In such cases, you are entitled to a death benefit.
- 3.4 If you die within one year after the accident for another reason, your heirs are entitled to disability benefits. The degree of disability is measured according to the last results of the medical examination. The same applies if death occurs after more than one year, no matter what the reason is.
- 3.5 Once we have accepted the claim, we will pay a lump-sum benefit →immediately. In the case of permanent disability, we will pay the complete sum insured. In the case of partial disability, we will pay the corresponding portion of the sum insured.

**4. What do we pay if you die as a result of the accident within one year?**

In this case, we will pay the agreed sum insured to your heirs or your beneficiaries.

**5. When can your heirs or your beneficiaries claim payment for death benefit?**

- 5.1 We receive all the documents, which we require as proof of the insured event. Within one month, we will then state whether and for what amount we will accept the claim.
- 5.2 Once we have accepted the claim, we will pay →immediately.

**6. Can the degree of disability be reassessed?**

- 6.1 You and we can have the degree of your disability re-assessed every year. This applies for a maximum of three years after the accident event.
- 6.2 You must do this within one month of receiving the statement regarding our liability in accordance to section 3.2.
- 6.3 We must exercise our rights by means of the statement specified in section 3.2.
- 6.4 Does the final assessment show a higher disability benefit than that already paid? We will then pay 5% annual interest on the additional amount.

**7. When and in what amount will you receive a transitional benefit?**

- 7.1 You will receive a transitional benefit if all of the following criteria are satisfied:
- Your physical or mental capacity is impaired by at least 50% in the professional or non-professional area due to an accident.
  - This impairment continues for an uninterrupted period of three months calculated from the date of the accident.
  - Illness and infirmity have not contributed to the impairment.
  - You have submitted your claim to us four months following the date of the accident at the latest. And you have likewise submitted a medical certificate to us.
- 7.2 Have you satisfied all of the criteria set out in section 7.1? You will then receive a transitional benefit from us. The amount of the transitional benefit equals 10% of the sum insured in accordance with the degree of impairment applicable to disability.

**8. When do we pay a coma allowance?**

Have you fallen into a coma as a result of an accident? We will then pay an allowance of € 30 for each day you remain in the coma. We pay this benefit for a maximum of 365 days.

**9. When and in what amount do we reimburse your costs for cosmetic surgery?**

We reimburse costs for accident-related cosmetic operations up to € 20,000. We will pay for:

- Doctor's fees.
- Medications, bandages and other aids prescribed by the doctor.
- Accommodations and meals in the clinic.
- Dental treatment and dental prostheses. The prerequisite is that you have lost your incisors and / or cuspids as a result of an accident or they were damaged in the course of an accident.

**10. When and in what amount will we reimburse the costs of renovation?**

Are you permanently not able to engage in your professional activity without impairment as a result of an accident? We will then reimburse costs for the renovation of your workplace up to € 15,000. Your workplace is the location at which you engaged in your professional activity for the majority of the time prior to your accident. The prerequisite is that you may resume your professional activity in whole or in part following the renovation. We will pay for renovations to:



- A) Office furnishings.
- B) Office.
- C) Buildings.
- D) Toilets.
- E) Machines.
- F) Passenger vehicles or trucks.
- G) Other facilities.

Is renovation more expensive than new acquisition? We will then reimburse the costs of new acquisition.

**11. What is not insured?**

- 11.1 The following is not insured:
- A) Accidents due to mental disorders or unconsciousness, strokes or convulsive seizures.
  - B) Accidents due to drunkenness with a blood alcohol level of at least 1.1 per mille or the consumption of narcotics.
  - C) Accidents as a pilot of a plane.
  - D) Accidents as a driver, passenger or occupant of a motor vehicle at race events, where the aim is to attain top speeds. The associated test drives are likewise excluded.
  - E) Accidents, which occur if you carry out → extreme sports, train for or participate in any type of boxing or wrestling matches, martial arts competitions, horse racing or cycle racing.
  - F) Accidents, which occur if you deliberately carry out or attempt to carry out a criminal offence.
  - G) Accidents due to attempted suicide and the consequences arising from it.
- 11.2 No insurance cover is available for damage to your health caused by:
- A) Therapeutic measures.
  - B) Surgery to your body.
  - C) Radiation.
- Insurance cover remains in place in the event damage to your health are the result of an accident.
- 11.3 No insurance cover is available for damage to your health caused by an infection. The foregoing does not apply in the event the pathogenic germs entered the body through an accident. Infections where the pathogenic germs entered the body as a result of minor skin / mucous membrane injuries or as a result of insect bites remain excluded. The foregoing notwithstanding, infections resulting from tick bites, rabies and tetanus are insured.

**12. What obligations do you have in the event of the insured event?**

- 12.1 You must comply with the obligations of the General Terms and Conditions.
- 12.2 You must inform us of the accident → immediately and let yourself be examined by doctors appointed by us. We will pay these costs.
- 12.3 You must authorise doctors providing treatment or examining you to supply any information required to us. This also applies to other insurers, insurance companies and authorities.

**13. What consequences does a breach of the obligations have?**

- 13.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 13.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 13.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**14. What are the consequences for you if several insured persons are affected by a common accident?**

- 14.1 The policyholder has agreed to accumulation limits with us. This means that benefit payments to several insured persons may only be made up to a specific maximum amount.
- 14.2 Are other insured persons affected by the same insured event as you? We will then pay the amount of compensation agreed for you. This applies to the other insured persons as well. In the event all claims in total exceed the maximum amount, we will reduce your claim for reimbursement. This reduction will be proportionate to the sum of all individual claims in relation to the accumulation limit.

**E Personal Liability Insurance for Corporate Travel**

**1. What is insured?**

- 1.1 We will protect you from consequences arising from personal liability risks during the → business trip. Liability risks related to your professional activities are not covered. If a third party asserts a claim against you as a result of a personal injury or damage to property, we will check whether and to what extent you are liable to pay compensation for damage to the third party under statutory liability provisions in private law.
- 1.2 The insured event is the event leading to the claim, which caused direct damage to the third party. The time at which the damage resulting in the event leading to the claim was caused, is not relevant.

- 1.3 Your legal third-party liability under private law as a private person resulting from the risks of daily life is insured. This only applies to the extent that there is no exclusion specified in section 2.
- 1.4 If we find that the claims against you are unjustified, we will contest them.
- 1.5 If your obligation to pay compensation is determined with a binding effect for us, we will indemnify you against any justified claims. We will pay compensation → immediately.
- 1.6 Obligations to pay compensation are justified if you are obliged to pay compensation by virtue of a law, final judgement, admission or settlement agreement. If you make an admission without our consent, it is only binding to us if the claim would have arisen even without the admission. The same applies to settlement agreements, which you reached without our consent.
- 1.7 Our compensation for each insured event is limited to the agreed sum insured. This will also apply if the insurance cover extends to several persons obliged to pay compensation. Several events leading to a claim are regarded as one insured event if they can be attributed to the same cause.
- 1.8 We are authorised to make any declarations in your name, which we consider appropriate to process the claim or to contest claims for compensation. In the event of a legal dispute for an insured event regarding claims for compensation, we will conduct legal action in your name at our expense. We will not deduct our expenses for these costs from the sum insured.
- 1.9 The justified claim for compensation exceeds the sum insured? In this case, we will assume the costs of the litigation as a proportion of the insured sum to the total amount of the claims.

**2. What is not insured?**

- We will not pay for:
- 2.1 Damage or loss which you or persons also covered by this policy caused deliberately and unlawfully.
- 2.2 Risks, which are directly connected with a criminal offence committed by you deliberately and unlawfully.
- 2.3 Damage or loss which you suffer yourself (so-called own damage).
- 2.4 Damage or loss, which you cause to persons covered by the same policy.
- 2.5 Damage or loss, which you cause to your → relatives.
- 2.6 Claims relating to salary, pension, wage or other fixed earnings, subsistence, medical treatment in the case of incapacity to work and welfare claims.
- 2.7 Claims, which are asserted against you as a result of your official function or professional activity, your office or honorary position.
- 2.8 Damage or loss arising from your dangerous occupation.
- 2.9 Damage or loss, which is caused by the use of motor vehicles, aircraft or motorised water vehicles. It is irrelevant whether you are the owner, possessor, holder or the driver of the vehicle.
- 2.10 Contrary to the provisions in § 103 German Insurance Contract Law (VVG), damage or loss which you cause to others by transmitting diseases through gross negligence.
- 2.11 Damage or loss by keeping or looking after animals.
- 2.12 Claims from the fulfilment of a contract and claims under public law.
- 2.13 Damage or loss due to the loss of property.
- 2.14 Damage or loss to objects hired, rented, leased or borrowed by you. Damage to rented accommodation is insured. In addition, damage to items of furniture in hotels, holiday flats, holiday homes, ship cabins and similar accommodations. Damage or loss due to the loss of keys for the above-mentioned accommodation is also insured. In these cases, we will pay up to € 5,000 to exchange the locks. Excluded are claims arising from the consequential damage or loss as a result of losing the keys.
- 2.15 Claims due to financial losses asserted against you on the basis of all kinds of advice or recommendation.
- 2.16 Damage or loss caused by you as a hunter.
- 2.17 Damage or loss connected with your carrying out → extreme sports.
- 2.18 Damage or loss resulting from your participation in horse races, cycle races or races with motorised vehicles or during your training for such events.
- 2.19 Claims connected with training or participation in boxing or wrestling matches, or performing martial arts.

**3. What obligations do you have after the insured event has occurred?**

- 3.1 You must comply with the obligations of the General Terms and Conditions.
- 3.2 You must inform us of any insured event within one week after becoming aware of it.
- 3.3 You must:
- A) As far as possible avoid or reduce the claim. You must follow our directions as far as can be reasonably expected by you.
  - B) To provide us with detailed and true reports on the claim and to support us in the assessment and settlement of the claim.
  - C) To inform us of all circumstances which in our opinion are significant for processing the claim. You must send us all requested documents.

- 3.4 In addition, you must notify us →immediately if a third party asserts any liability claims against you. This also applies if legal proceedings are initiated by a public prosecutor or the court. Or default summons are issued to you or a third-party notice be served.
- 3.5 If you receive default summons from a person claiming compensation for damage, you must contest it in due time and in due form. Also in the case of an order issued by the administrative authorities, you must lodge an appeal in due time and in due form. You should not wait for our instructions.
- 3.6 If a third party files claims against you, you must let us conduct the proceedings.
- 4. What consequences does a breach of the obligations have?**
- 4.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 4.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 4.3 If you breach any existing obligation to provide information or clarification after the insured event has occurred, the insurance cover could become partially or totally void. The prerequisite is: We have pointed out the consequences in a separate written notification.
- 4.4 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
- 5. Do you have to pay an excess?**
- If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. In the case of damage to property, we will deduct € 150 for each insured event from the reimbursement. This also applies if specific amounts are defined as a maximum reimbursement.

## **F** Travel Luggage Insurance for Corporate Travel

- 1. What is insured?**
- 1.1 Insured is all of your accompanying luggage on your →business trip, including all rented or borrowed items for the →business trip. This applies up to the agreed sum insured.
- 1.2 Luggage includes:
- Your personal travel requisites for the respective →business trip.
  - Presents.
  - Souvenirs.
  - Sports equipment.
- 2. When is there insurance cover?**
- 2.1 We will pay compensation to you if accompanied luggage is lost or damaged during the →business trip due to:
- Criminal action by a third party.
  - Accident involving the means of transport.
  - An accident you suffer.
  - Fire or →natural events.
- 2.2 We will pay compensation to you if your checked luggage is lost or damaged. The prerequisite is: The luggage is in the custody of:
- A transport company.
  - A company providing accommodation.
  - A luggage deposit.
- 3. How are cash and tickets insured?**
- 3.1 Your cash is insured if it is stolen, stolen by extortion or taken as a result of a break-in. We will reimburse up to € 500.
- 3.2 If your tickets are stolen, we will reimburse you for the unused portion of the ticket.
- 4. How is your luggage insured in a vehicle?**
- We insure your luggage in a parked and locked vehicle during the day between 6:00 am and 10:00 pm in the same manner as accompanied luggage. We likewise insure this at night between 10:00 pm and 6:00 am if you interrupt your journey for maximum two hours. The motor vehicle also includes any luggage boxes, which are attached to it and locked.
- 5. How much compensation do we pay?**
- If an insured event occurs, we will reimburse you up to a maximum of the sum insured:
- In the case of lost or destroyed articles that are less than two years old: The →new value. This does not apply to electronic devices.
  - In the case of lost or destroyed articles that are more than two years old and in the case of electronic devices: The →current value.
  - For damaged articles: Necessary costs of repair and, if applicable, any remaining decrease in value. Your maximum benefit is limited to the →new value or →current value, as applicable, in accordance with A) and B).
  - For films, video, audio and data media: The material value.
  - In the case of official identity documents and visas: The official charges to obtain new documents.

- 6. What is not insured or only with restrictions?**
- 6.1 The following is not insured:
- Loss due to items that are forgotten, left behind, abandoned, lost.
  - Spectacles, contact lenses, hearing aids and prostheses.
  - Money, securities, tickets and documents of any type with the exception of official identity documents and visas.
  - Money and tickets subject to the exceptions provided in section 3.
  - Consequential pecuniary loss.
  - Sample collections and merchandise.
  - Damage that arise from deliberately bringing about the insured event. If you brought about the insured event through gross negligence, we can reduce our payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not bring about the insured event with gross negligence.
- 6.2 The following is insured with restrictions:
- Video and photographic equipment, mobile phones, smartphones, IT equipment and software including accessories. They are insured as accompanied luggage up to a total of 50 % of the sum insured. If they have been checked in as luggage, there is no insurance cover.
  - Jewellery and valuables. They are only insured if they are locked in a fixed, closed container (e.g. safe). Or if they are carried around personally by the insured person and kept secure. We will pay compensation for up to a total of 50 % of the sum insured.
  - Sports equipment including accessories. They are not insured if they are being used for the intended purpose. In all other cases, they are insured up to a total of 50% of the sum insured.
  - Presents and souvenirs are insured up to a total of 10 % of the sum insured.
- 7. What obligations do you have after the insured event has occurred?**
- 7.1 You must comply with the obligations of the General Terms and Conditions.
- 7.2 You are obliged to submit proof of insurance and booking documents for the trip to us.
- 7.3 You must report damage caused by criminal acts to the local police →immediately. If this is not possible, you must file a report with the next available police station. A list of all lost articles must be attached to the police report. Have this confirmed. You must provide us certification of this.
- 7.4 You are obliged to report damage to checked luggage →immediately to one of the following:
- The transport company.
  - The company providing accommodation.
  - The luggage deposit.
- Furthermore, any damage that is not apparent from the outside must be notified in writing as soon as you have discovered it. You must do this within the respective deadline for complaints, at the latest within seven days after handing out the item of luggage. You have to supply us with the appropriate confirmations.
- 8. What consequences does a breach of the obligations have?**
- 8.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 8.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 8.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.
- 9. Do you have to pay an excess?**
- If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is € 100 for each insured event. This also applies if specific amounts are defined as a maximum reimbursement.

## **G** Travel Cancellation Insurance for Corporate Travel

- 1. What is insured?**
- 1.1 A doctor from our Medical Cancellation Advisory Team specialised in travel medicine will advise you.
- 1.2 We will pay compensation to you up to a maximum of the sum insured in the following cases:
- You cancel your →business trip.
  - You delay starting your →business trip.
- 1.3 Reimbursement up to the agreed sum insured only applies if no different amount is mentioned below.

**2. What services are offered by the Medical Cancellation Advisory Team?**

- 2.1 In the following cases, we will provide advice to you through our Medical Cancellation Advisory Team:  
 A) You fall ill after having booked your →business trip.  
 B) You have an accident.  
 C) You become pregnant.  
 D) Your doctor establishes that you have immunisation intolerance.
- 2.2 We will help you to decide whether and when you should cancel your →business trip.
- 2.3 What happens if, contrary to the assessment made by our Medical Cancellation Advisory Team, it turns out that you cannot commence your →business trip? In this case, you must cancel your trip on the date it is established that you are not able to travel. Your cancellation is thus regarded as having been carried out →immediately.
- 2.4 You did not cancel your trip even though the Medical Cancellation Advisory Team advised you to do so? Then you personally will be responsible for the risk of any higher cancellation costs.

**3. What is insured if you have to cancel your →business trip?**

- 3.1 If you have to cancel your →business trip, we will refund the contractually agreed cancellation costs. They are the costs which you owe to the service provider (e.g. airline, hotel) if you cancel your booked →business trip.
- 3.2 To get the benefits listed in section 3.1, you must satisfy all the following requirements:  
 A) The insured event affects you or a risk person.  
 B) This event was not expected at the time the insurance was taken out.  
 C) You cancelled the →business trip because this event occurred.  
 D) Due to the event, you cannot be expected to carry out your →business trip as scheduled.

**4. What events are insured?**

- 4.1 An unexpected serious illness is insured. The illness is unexpected if it occurs for the first time after booking the →business trip.
- 4.2 The unexpected deterioration of an illness, which already existed on the date you booked the →business trip. The prerequisite is: There was no treatment in the last six months before booking the →business trip. →Check ups are not considered treatment.
- 4.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if:  
 A) The statutory or private health insurance company approves out-patient psychotherapy.  
 B) It is verified by a medical certificate from a specialist.  
 C) You have in-patient treatment.
- 4.4 In addition, insured events are:  
 A) Death.  
 B) A serious injury resulting from an accident.  
 C) A date to donate or receive organs and tissue as specified in the German law on transplantations.  
 D) Pregnancy.  
 E) Adoption of a minor child.  
 F) Immunisation intolerance.  
 G) Breakage of prostheses.  
 H) Loosening of implanted joints.  
 I) Considerable damage to property due to: fire, burst pipes, →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.  
 J) A court summons. The foregoing does not apply if appearance at the court date is part of your typical professional duties.  
 K) If the passport or identity card is stolen before the →business trip and a replacement document cannot be obtained in time. The prerequisite is: The stolen document is absolutely necessary for the →business trip.

**5. Who are your risk persons?**

- Your risk persons are:  
 5.1 Your →relatives and the →relatives of your partner.  
 5.2 →Carers who care for your accompanying or non-accompanying →relatives, who are under age or are in need of care.  
 5.3 A co-worker at your company who normally substitutes for you or for whom you normally substitute.  
 5.4 The company owner and members of company management.

**6. What is insured if you delay the →start of the business trip?**

- 6.1 Do you have to delay the →start of your business trip because you or a risk person has been affected by an insured event? We will pay:  
 A) Your verified additional costs of the outward journey. The additional costs corresponding to the type and standard of the originally booked and insured outward journey are insured.  
 B) Your unused →travel services less the costs of the outward journey.
- 6.2 We will reimburse up to a maximum of the cancellation costs, which would have been due if the →business trip had been cancelled →immediately.

**7. What will we pay for in the case of a car breakdown or accident?**

- 7.1 Due to an accident or a breakdown, your vehicle becomes unroad-worthy maximum one day before the →start of your business trip? Therefore, you have to delay the →start of your business trip? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person and insured event. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 1,000.
- 7.2 The motor vehicle is deemed to be your vehicle:  
 A) If it is registered in your name.  
 B) If you are allowed to use a company car or leased vehicle.

**8. Are travel agency fees insured?**

- 8.1 A contractually agreed travel agency fee up to € 100 per person is insured. The prerequisite is: The agency stipulated the agency fee already at the time the →business trip was booked and it is included in the sum insured.
- 8.2 We will reimburse the travel agency fee only if you are entitled to a reimbursement of the cancellation costs.

**9. Are →rebooking fees insured?**

- 9.1 You would prefer to rebook than to cancel your →business trip? We will reimburse your →rebooking fees. We will pay up to a maximum of the cancellation costs, which would have been due if the →business trip had been cancelled →immediately. The prerequisite is: You are entitled to reimbursement of the cancellation costs.
- 9.2 Is your local business partner prevented? And you must delay your business appointment as a result? We will then reimburse you contractually owed →rebooking fees as well as verified additional costs for the →business trip up to a maximum of € 1,500.

**10. Are fees for the issuance of a visa insured?**

If you are unable to start your →business trip for insured reasons, we will then reimburse your verified fees incurred for the issuance of a visa. This is only the case if the visa was applied for for the →business trip concerned.

**11. What is not insured:**

- We will not pay:  
 11.1 In the case of a psychological reaction  
 A) to an act of war, civil unrest, act of terrorism, an aviation accident.  
 B) to the fear of acts of war, civil unrest, acts of terrorism.
- 11.2 In the case of addictive disorders.
- 11.3 For cancellation fees, e.g. processing fees for the cancellation of the trip or service fees, which are charged by your travel agency because you cancel the →business trip.
- 11.4 For other processing fees, e.g. processing fees of the airline, which are not stated and insured at the time of the booking.

**12. What obligations do you have after the insured event has occurred?**

- 12.1 You must comply with the obligations of the General Terms and Conditions.
- 12.2 You are obliged to keep the cancellation costs as low as possible. If an insured event has occurred, you must therefore cancel your →business trip →immediately, at the latest however before the cancellation costs are increased. The amount of the cancellation costs owed if the insured event occurs and when they will be increased can be found in the General Terms and Conditions of your service provider (e.g. airline, hotel) or in provisions agreed individually.
- 12.3 Have you involved the Medical Cancellation Advisory Team and  
 A) does it recommend that you cancel the →business trip? Then you are obliged to cancel your →business trip →immediately.  
 B) Contrary to the assessment of the doctor specialised in travel medicine, you are not able to commence your →business trip? In such cases, you must cancel your →business trip once it is determined that you are not capable of travel. You have then cancelled your →business trip in time.
- 12.4 To process your insured event, you or in the event of death, your legal successor must submit the following documents to us:  
 A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss (e.g. cancellation fee invoice), evidence of the travel agency fees.  
 B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details.  
 C) In the case of theft and traffic accident: A copy of the police report.  
 D) All other insured events must be proved by submitting the appropriate documents.
- 12.5 In individual cases, we could request you to submit a confirmation that you are unable to work, your medical history (medical record) or a medical certificate from a specialist. We could also request you to have your incapacity to travel checked by providing a specialist medical report.

**13. What consequences does a breach of the obligations have?**

- 13.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 13.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 13.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**14. Do you have to pay an excess?**

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is 20 % of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.

**H Curtailment Insurance for Corporate Travel****1. What is insured?**

We will pay:

- A) In the case of unscheduled termination of your →business trip.  
 B) If you have to interrupt your →business trip.  
 C) If you have to extend your stay.  
 D) In the case of fire or →natural events during your trip.  
 E) In the case of strike or an accident of means of transportation.

**2. What is insured if you have to →curtail your →business trip or in the case of unscheduled termination?**

- 2.1 You have to →curtail your →business trip prematurely? Then we will pay the pro rata travel price for unused →travel services at the destination. We will pay up to the maximum amount of the sum insured specified in your tariff.
- 2.2 If you cannot end your →business trip as scheduled, we will pay the additional costs of the return trip. The additional costs corresponding to the type and standard of the originally booked and insured return trip are insured.
- 2.3 To get the benefits listed in sections 2.1 and 2.2, you must satisfy all the following requirements:  
 A) The insured event affects you or a risk person.  
 B) This event was not expected at the →start of the business trip.  
 C) You →curtailed the →business trip or terminated it not according to schedule because this event occurred.  
 D) Due to the event, you cannot be expected to carry out or end your →business trip as scheduled.

**3. What events are insured?**

- 3.1 An unexpected serious illness is insured. An illness is unexpected if it occurs for the first time after the →start of the business trip.
- 3.2 The unexpected deterioration of an illness, which already existed at the →start of the business trip. The prerequisite is: There was no treatment in the last six months before →starting the business trip. →Check ups are not considered treatment.
- 3.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if:  
 A) The statutory or private health insurance company approves out-patient psychotherapy.  
 B) It is verified by a medical certificate from a specialist.  
 C) You have in-patient treatment.
- 3.4 In addition, insured events are:  
 A) Death.  
 B) A serious injury resulting from an accident.  
 C) A date to donate or receive organs and tissue as specified in the German law on transplantations.  
 D) Pregnancy.  
 E) Adoption of a minor child.  
 F) Immunisation intolerance.  
 G) Breakage of prostheses.  
 H) Loosening of implanted joints.  
 I) Considerable damage to property due to fire, burst pipes →natural events, criminal action by a third party. The prerequisite is: Your presence or that of a risk person travelling on the trip is necessary for loss assessment.

**4. Who are your risk persons?**

Your risk persons are:

- 4.1 Your →relatives and the →relatives of your partner.  
 4.2 →Carers who care for your accompanying or non-accompanying →relatives, who are under age or are in need of care.  
 4.3 A co-worker at your company who normally substitutes for you or for whom you normally substitute.  
 4.4 The company owner and members of company management.

**5. What will we pay for in the case of a car breakdown or accident?**

- 5.1 Your vehicle becomes unroadworthy during your →business trip due to an accident or breakdown? And therefore, you cannot continue your →business trip as scheduled? We will pay the documented costs for unused →travel services or additional travel costs up to a maximum of € 500 per person. In addition, we will pay the costs for a hire car in a comparable vehicle category up to € 1,000.

- 5.2 The motor vehicle is deemed to be your vehicle:  
 A) If it is registered in your name.  
 B) If you are allowed to use a company car or leased vehicle.

**6. Are additional accommodation costs insured?**

- 6.1 Is a risk person travelling on the trip receiving in-patient treatment due to an unexpected serious illness or a serious injury resulting from an accident? And do you therefore have to interrupt or extend your →business trip? Then we will pay the documented costs for the additional accommodation up to € 1,500.
- 6.2 Do you or a risk person travelling on the trip have to be treated as an outpatient due to an unexpected serious illness or a serious injury resulting from an accident? Then we will pay the documented costs for the additional accommodation up to € 1,500.
- 6.3 We will refund these costs in accordance with the type and standard of the originally booked accommodations. The costs for the in-patient treatment, however, are not insured.

**7. When do we refund unused →travel services if in-patient treatment becomes necessary during the →business trip?**

You or a risk person travelling on the →business trip have to be treated as an in-patient due to an unexpected serious illness or a serious injury resulting from an accident?  
 And therefore you have to interrupt your →business trip? In this case, we will pay the pro rata travel price →travel services which you have not used.

**8. What is insured if you have to in interrupt your →business trip?**

You have to interrupt your →business trip because you or risk persons are affected by an insured event as specified in section 3? Will then pay the costs to reach your next scheduled destination. You will receive the costs for you to reach your next destination up to the value of the →travel services not yet used. However, we will pay up to the maximum amount of the sum insured specified in your tariff.

**9. What is insured in the case of fire or →natural events during a →business trip?**

You cannot complete your →business trip as planned, because fire or →natural events at the →destination make the return journey impossible? We will then reimburse the additional costs of:

- 9.1 The unscheduled return trip.  
 9.2 The extended stay up to € 5,000. We will refund these costs in accordance with the type and standard of the originally booked and insured →travel services.

**10. What is insured in the case of strike or an accident involving a means of transport?**

- 10.1 Your return trip is delayed by more than 12 hours due to a strike or an accident involving a means of transport? We will then reimburse additional costs for the extended stay and the return trip up to a total of € 1,500 per insured person. We reimburse contrary to the terms of section 15.1 of the General Terms and Conditions, where damages caused by strike are excluded.
- 10.2 The additional costs corresponding to the type and standard of the originally booked services are insured.

**11. What is not insured:**

We will not pay:

- 11.1 In the case of a psychological reaction  
 A) to an act of war, civil unrest, act of terrorism, an aviation accident.  
 B) to the fear of acts of war, civil unrest, acts of terrorism.  
 11.2 In the case of addictive disorders.

**12. What obligations do you have after the insured event has occurred?**

- 12.1 You must comply with the obligations of the General Terms and Conditions.  
 12.2 So that we can process your insured event, you or in the event of death, your legal successor must submit the following documents to us:  
 A) We always require: Proof of insurance, booking document, the completed claims form, proof of loss (e.g. invoices).  
 B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details of a doctor at your →destination.  
 C) In the case of theft and traffic accident: A copy of the police report.  
 D) All other insured events must be proved by submitting the appropriate documents.

**13. What consequences does a breach of the obligations have?**

- 13.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 13.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 13.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**14. Do you have to pay an excess?**

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is 20% of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.

**I Insurance for Sending Replacement Employees for Corporate Travel**

**1. What is insured?**

- 1.1 You cannot start your →business trip due to an insured event or must curtail or interrupt travel? And is your employer required to send a replacement employee for you for business reasons? We will pay:
- A) Verified additional costs resulting from rebooking your unused ticket.
  - B) Additional costs for an additional ticket for outbound and/or return travel if your ticket cannot be used by the replacement employee and an additional ticket must therefore be purchased.
  - C) Additional lodging costs for the replacement employee.
  - D) The costs corresponding to the type and standard of the originally booked services are insured. Reimbursement will be provided up to the maximum sum insured.

**2. What events are insured?**

- 2.1 An unexpected serious illness is insured. The illness is unexpected if it occurs for the first time after booking the →business trip.
- 2.2 The unexpected deterioration of an illness, which already existed on the date you booked the →business trip. The prerequisite is: There was no treatment in the last six months before booking the →business trip. →Check ups are not considered treatment.
- 2.3 Illnesses can also be mental illnesses. A mental illness is deemed to be severe if:
- A) The statutory or private health insurance company approves out-patient psychotherapy.
  - B) It is verified by a medical certificate from a specialist.
  - C) You have in-patient treatment.
- 2.4 In addition, insured events are:
- A) Death.
  - B) A serious injury resulting from an accident.
  - C) A date to donate or receive organs and tissue as specified in the German law on transplantations.
  - D) Pregnancy.
  - E) Adoption of a minor child.
  - F) Immunisation intolerance.
  - G) Breakage of prostheses.
  - H) Loosening of implanted joints.
  - I) Considerable damage to property due to: fire, burst pipes, →natural events, criminal action by a third party. The prerequisite is: Your presence is necessary for loss assessment.
  - J) A court summons. The foregoing does not apply if appearance at the court hearing is part of your typical professional duties.
  - K) If the passport or identity card is stolen before the →business trip and a replacement document cannot be obtained in time. The prerequisite is: The stolen document is absolutely necessary for the →business trip.

**3. What is not insured:**

- We will not pay:
- 3.1 In the case of a psychological reaction
    - A) to an act of war, civil unrest, act of terrorism, an aviation accident.
    - B) to the fear of acts of war, civil unrest, acts of terrorism.
  - 3.2 In the case of addictive disorders.
  - 3.3 For cancellation fees, e.g. processing fees for the cancellation of the trip or service fees, which are charged by your travel agency because you cancel the trip.

**4. What obligations do you have after the insured event has occurred?**

- 4.1 You must comply with the obligations of the General Terms and Conditions.
- 4.2 To process your insured event, you or in the event of death, your legal successor must submit the following documents to us:
- A) We always require: Proof of insurance, booking document, proof of loss (e.g. invoice for a completed rebooking).
  - B) In the case of unexpected serious illness, serious injury resulting from an accident, pregnancy, immunisation intolerance, breakage of prostheses, loosening of implanted joints: A medical certificate with diagnosis and treatment details.
  - C) All other insured events must be proved by submitting the appropriate documents.
- 4.3 In individual cases, we could request you to submit a confirmation that you are unable to work, your medical history (medical record) or a medical certificate from a specialist. We could also request you to have your incapacity to travel checked by providing a specialist medical report.

**5. What consequences does a breach of the obligations have?**

- 5.1 You will lose your insurance cover if you have deliberately breached the above-mentioned obligations.
- 5.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you can prove that you did not breach the obligations with gross negligence.
- 5.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This does not apply in the case of fraudulent intent.

**6. Do you have to pay an excess?**

If you have chosen a tariff with an excess, you will have to pay part of the loss yourself. Your own contribution is 20% of the refundable amount, however at least € 25 per person. This also applies if specific amounts are defined as a maximum reimbursement.

# Terms and Conditions for ERGO Crisis Cover. (VB-ERGO Crisis Cover 2015)

The following General Terms and Conditions under Articles A1 - A9, the Glossary and the Special Sections B1 - B19 apply to the crisis cover offered by ERGO Versicherung AG

Psychological benefits described in section B 3.2.1 of the Special Sections may only be provided or performed, as applicable, in German and English. In all cases, the policyholder may only be a legal entity, i.e. an enterprise, a general partnership, a limited partnership, a partnership under civil law or a registered partner association.

These terms and conditions apply equally to insurance for business and corporate travel. As used in this text, the term "→business trip" also includes corporate travel. Terms that are defined in the glossary are noted with a →.

## General Terms and Conditions (Part A)

### 1. Who is the insured person?

You are the insured person if the policyholder concluded the insurance policy in your favour. As an insured person, you are named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

### 2. Who is the policyholder?

The policyholder is the company or person whom ERV has concluded the insurance policy with. The policyholder is named in the insurance policy.

### 3. For which →business trip do you have insurance cover?

You have insurance cover for any number of →business trips you take during the term of insurance. The maximum term of insurance per →business trip is defined in the insurance policy.

### 4. When does your insurance cover begin and end?

- 4.1 Your insurance cover under the Travel Cancellation Insurance (Part G) begins with the agreed start of the insurance, however not prior to booking a covered →business trip and ends when the →trip commences, however at the latest upon the agreed end of the contract.
- 4.2 Under the other insurance types, your insurance cover begins with the agreed start of the insurance, at the earliest however when the →business trip commences. Your insurance cover ends when you have finished your →business trip, at the latest however upon the agreed end of the contract.
- 4.3 You were not able to finish your →business trip as scheduled for reasons beyond your control? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

### 5. Are holidays during a →business trip insured?

Have you interrupted your →business trip due to holiday? In this case, within the scope of the agreed insurance cover, you are insured for up to six workdays.

### 6. What is the term of the contract and how can it be terminated?

- 6.1 The term of contract is one year. The insurance policy extends automatically for an additional one-year term if the policyholder or we do not terminate three months prior to the end of the respective term at the latest.
- 6.2 The insurance policy may be cancelled by the policyholder or us if an insured event has occurred. Cancellation is only permissible within one month of conclusion of the negotiations on compensation. The policyholder may cancel with immediate effect or at a later point in time, at the latest however upon conclusion of the current insurance year. We may cancel upon one month's notice.

### 7. How do we calculate the insurance premium?

- 7.1 We calculate the preliminary insurance premium in advance for the respective insurance year. This is based on the scope of cover as provided in the insurance policy and the risk information provided to us.
- 7.2 Upon expiry of the insurance year, the policyholder transfers us the actual risk information for the preceding insurance year. We then calculate the final premium for the preceding insurance year.

### 8. What obligations do you have prior to the occurrence of an insured event?

The policyholder is obliged to provide us the risk information listed in the insurance policy for the preceding insurance year; this is required upon our request at the latest.

### 9. What obligations do you have after the insured event has occurred?

- 9.1 You must:
- A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).
- B) Notify the damage to us →immediately.

### Article 1 Insured →business trips

Insurance cover of the ERGO crisis cover is provided for any number of →business trips taken by an insured person during the insured period. The maximum term of insurance per →business trip is defined in the insurance policy.

### Article 2 Begin and end of insurance cover

- Insurance cover
  - begins on the agreed date, at the latest with the →start of the →business trip and ends at the agreed date, however at the latest at the end of the insured →business trip;
  - extends beyond the agreed term in the event the scheduled end of the →business trip is delayed for reasons for which the insured person is not at fault.
- If the →insurance year for ERGO crisis cover ends during an insured →business trip, insurance cover only continues in the event the insurance policy has not been cancelled and is automatically renewed for an additional →insurance year pursuant to its terms.

### Article 3 Contract conclusion / Contract administration

Contract conclusion and contract administration are managed by ERGO Reiseversicherung AG, Thomas-Dehler-Straße 2, 81737 München (referred to hereinafter as "ERV") on behalf of ERGO Versicherung AG, ERGO-Platz 1, 40477 Düsseldorf.

### Article 4 Term / Termination in the case of annual insurance policies

- The insurance policy has a one-year term and extends automatically for an additional one-year term if not terminated by one of the parties three months prior to the end of the respective term at the latest.
- The policyholder and ERGO Versicherung AG may terminate the insurance policy following the occurrence of an insured event. Termination is only permissible within one month of conclusion of the negotiations on compensation. The policyholder may terminate the contract with immediate effect or at a later point in time, at the latest however upon conclusion of the current →insurance year. ERGO Versicherung AG may terminate the contract upon one month's notice, at the earliest however at the conclusion of an insured trip.

### Article 5 First premium / Single premium

- The first / single premium, as applicable, is due immediately upon issuance of the insurance policy.
- If the first / single premium, as applicable, is not paid in time, ERGO Versicherung AG is authorized to terminate the contract until payment is made provide the policyholder is at fault for non-payment.
- ERGO Versicherung AG is not obliged to pay benefits if the first / single premium, as applicable, has not been paid in accordance with the contract prior to the occurrence of an insured event and the policyholder is at fault for non-payment.

### Article 6 Renewal premium

- Renewal premiums for an additional →insurance year upon commencement of the new insurance year.
- If the renewal premium is not paid as agreed, ERGO Versicherung AG may send the policyholder, at his own expense, a written reminder calling upon him to make payment within two weeks at the least.
- If the policyholder remains in default following expiry of this deadline,
  - and the insured event occurs after expiry of the deadline, ERGO Versicherung AG is not obliged to pay benefits;
  - ERGO Versicherung AG may terminate the insurance policy with immediate effect.
 If payment is made within one month of receipt of notice of termination, termination is not effective and the policy remains in place. There is no insurance cover for insured events occurring between receipt of the notice of termination and payment.

### Article 7 Direct debit authorisation / Timeliness of payment in the case of direct debit

- In the case of annual insurance policies, the policyholder will grant ERV direct debit authorisation. ERV is authorized to execute a direct debit in order to collect the premium for ERGO crisis cover on behalf of ERGO Versicherung AG. ERV will collect the premium from this bank/credit card account via direct debit. The policyholder is required to voluntarily inform ERV of changes in bank / credit card account information and issue a new direct debit authorisation.

2. Payment is in time if the premium may be debited at the agreed time (due date) and the policyholder does not object to an authorised debit.
3. If ERV is unable to collect a premium that has fallen due without the fault of the policyholder, payment is still in time if the policyholder makes arrangement for proper debiting of the premium within a grace period set out in writing in a demand for payment. In all other cases, the policyholder is in default without further dunning notice.
4. If the policyholder is in default of premium payment, ERV may inform the policyholder of this at his expense. The policyholder is required to →immediately make arrangements for proper debiting of the premium.

**Article 8 Exclusions**

1. Events and all consequences of events intentionally caused by the policyholder, his representatives or the insured person affected by the event are excluded from insurance cover.  
To the extent an insured event is intentionally caused by an insured person who is not a representative of the policyholder, and other insured persons involuntarily become observers or victims of such event, insurance cover remains in place for those persons not involved in causing such event.
2. No insurance cover is applicable to events and the consequences of events that, directly or indirectly, are the result of an act or omission on the part of a person affected by the event, or on the part of a person authorised by the policyholder, that represents a crime pursuant to German penal law (Strafgesetzbuch) or the laws of the country in which the act / omission took place.
3. Not covered by the insurance is damage caused by war, civil war, events similar to war, civil unrest, →pandemics, nuclear energy or other ionising radiation, strikes and other forms of industrial action, seizure and other →actions of higher authority, as well as damages occurring in areas for which a travel warning was issued by the →Foreign Office of the Federal Republic of Germany at the time of entry by the insured person.
4. However, damages caused by war, civil war, events similar to war or civil unrest are insured if the insured person is surprised by any of the foregoing during an insured trip. Insurance cover lapses at the end of the 14th day following commencement of the respective event. The extension does not apply in the case of travel to countries within which war, civil war, events similar to war or civil unrest are occurring at the time of the insured person's arrival in such country or for which a travel warning was issued by the →Foreign Office of the Federal Republic of Germany at the time of entry by the insured person. Similarly, it does not apply in the case of active participation in war, civil war, events similar to war or civil unrest nor to the consequences of accidents or illnesses resulting from the use of NBC weapons.
5. No insurance cover applies in the case of damage associated with acts of terrorism provided the →Foreign Office of the Federal Republic of Germany had issued a travel warning for the respective destination prior to the →start of travel.

**Article 9 Compensation under other insurance policies**

In the event compensation may be claimed under other insurance policies for an insured event, such coverage takes priority. This is without prejudice or limitation to the rights of the insured person. If the insured person reports an insured event to ERGO Versicherung AG, it will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.

**Glossary**

**Abroad**

Abroad is to be understood as a country in which the insured person does not have her permanent place of residence.

**Actions of higher authority**

Actions of higher authority are measures taken by the authorities (e.g. confiscation of exotic souvenirs by the customs authority or refusal of entry if the required entry documents are missing).

**Business trip**

A business trip is a temporary professional absence, arranged by the employer of the insured person, away from the insured person's permanent residence or regular place of work. Journeys at the permanent residence or the regular place of work and between these places are not deemed to be business trips. Journeys to work at primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be business trips.

Corporate travel is your temporary professional absence away from your permanent residence or regular place of work to the extent you are an independent professional, a managing director, board member or other person not subject to instructions from a company. Journeys at the permanent residence or the regular place of work and between these places are not deemed to be corporate travel. Journeys to work at primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be corporate travel.

The term "business trip" is deemed to include corporate travel for purposes of these terms and conditions.

**Commencement / Start of the →business trip**

For purposes of ERGO crisis cover, a →business trip is deemed to start with departure of the residence.

**Foreign Office**

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world, (... e.g. travel and safety information, travel warnings).

**Contact details are:**

Mailing address: Auswärtiges Amt, 11013 Berlin, Germany  
Switchboard: +49 30 -18 170 (24 h service)  
Fax: +49 30 -18 17 34 02  
Internet address: www.auswaertiges-amt.de

**Immediately**

Without culpable delay.

**Insurance year**

The insurance year commences at the agreed date and lasts for 12 months (one year). Example: Start on 12 August 2019, 12:00 pm, end on 12 August 2020, 12:00 pm.

**Pandemic**

A pandemic exists if an infectious disease breaks out on large parts of a continent or on several continents (e.g. plague).

**Start / Commencement of the →business trip:**

See under "Commencement / Start of the →business trip"

**Special Provisions (Part B)**

**1 Object insured**

- 1.1 The insurer provides the policyholder insurance cover if insured persons named in the insurance policy experience an event described in section 2.1 a) - e) in the capacity described therein and they thus are exposed to a risk of experiencing post-traumatic stress and / or adjustment disorder. The insurance cover includes preventive measures that are intended to prevent the development of such disorders.
- 1.2 Insurance protection is given – notwithstanding the other contract provisions – only to the extent and as long as this is not excluded by economic, trade or financial sanctions and / or embargoes of the European Union or the Federal Republic of Germany.  
This also applies for economic, trade or financial sanctions or embargoes, which are imposed by the United States of America, to the extent they do no conflict with European or German legal norms.

**2 Insured events and insured persons**

- Insurance cover applies in the event an insured person contacts a registered psychologist under section 3.2.1 within two weeks of experiencing an insured event as defined in section 2.1 a) - e) because of the fear that the event could cause or had caused a post-traumatic stress and / or adjustment disorder.  
A post-traumatic stress and / or adjustment disorder is present in the event the requirements established in the International Statistical Classification of Diseases and Related Health Problems / globally-recognised medical diagnostic systems, referred to herein as: ICD-10F 43.1 and 43.2 and are verified. (The current version recognised internationally (English version) is: ICD-10, Version 2011  
ICD-10: F 43.1 Post-traumatic stress disorder  
ICD-10: F 43.2 Adjustment disorder  
Note: A post-traumatic stress disorder is a potential psychological secondary reaction on the part of an insured person to an exceptionally stressful event experienced by the insured person. This may also be triggered by the circumstance that other persons or strangers are directly affected by such an event and the insured person is only involved indirectly, e.g. as an observer. In many cases, such a traumatic event results in a feeling of helplessness and a shock to one's understanding of self and the world.
- 2.1 Insurance cover only applies in the case of insured →business trips as defined in article A1 for the consequences described above of event described below:
    - a) the presence of an insured person as observer, victim or involuntary participant in cases where a person is severely injured as a result of an external event affecting the body - including poisoning. Insurance cover likewise applies if an insured person is present as an observer where a third person is severely injured in an attempted suicide. Minor injuries and injuries that do not require direct and immediate medical attention at the site of the accident are excluded from insurance cover. Insurance cover is only applicable in the event at least one emergency physician and / or emergency services are called to the accident site;
    - b) The involuntary presence of an insured person when a person dies or is killed;

- c) If an insured person is the victim or observer of one of the following crimes:
- Rape
  - Robbery
  - Hostage taking
  - Serious bodily injury
  - Kidnapping
  - Armed robbery
  - Threatened use of violence with danger to life and limb
- d) If an own child, a step-, adopted or foster child in the home, a spouse or partner pursuant to the Civil Partnerships Act dies an unnatural death. An unnatural death within the meaning of the VB-ERGO crisis cover 2015 is the death of a person through accident or external influence. Death due to internal and from natural causes remains expressly excluded from insurance cover, in particular as a result of illness, deformity or infirmity without harmful external influence to the course of the illness. Sudden infant death is deemed to be a natural death for purposes of the VB-ERGO crisis cover 2015 and is expressly excluded from insurance cover;
- e) The presence of an insured person as a victim of a natural or man-made catastrophe. An event is only deemed to be a catastrophe if a least one emergency physician and / or emergency services are called to the site of the event.

## 2.2 Insured persons:

You are the insured person if you are the policyholder concluded the insurance policy in your favour. As an insured person, you are referred to by name in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

## 2.3 Series of insured events (serial loss)

Multiple insured events occurring during the term of the insurance policy which

- have the same cause,
- have the same causes with intrinsic, insured event substantive and temporal, relationships, are deemed to have occurred, independent of the time of their actual occurrence, at the time at which the first insured event occurred with the respective cause.

In the event another insurer is obliged to pay benefits, insurance benefits under this insurance policy will only be provided if and to the extent the other insurer is not required to assume liability for the relevant loss and / or the agreed insurance cover in such cases is not sufficient. Excesses from other insurance policies are not within the scope of this contract. The insurer's total benefits for the entire series is limited to the sum insured per insured event referred to in Part B section 5.1 for the insurance year in which the first event of the relevant series occurred.

## 3 Scope of insurance benefit / insured costs

- 3.1 The insurer provides a 24-hour telephone hotline that may be used by the policyholder and the insured person in the event of a crisis and by means of which crisis intervention may be initiated.
- 3.2 The insurer provides support in implementing preventive measures for purposes of avoiding a post-traumatic stress and / or adaptive disorder within three months of occurrence of the events described in section 2.1 a) - e) and will assume the resulting costs as provided below:

### 3.2.1 Acute psychological intervention / crisis intervention following traumatic events

Conduct of a DIN EN ISO 9001 certified crisis intervention by the declared psychologist.

The declared psychologist is the company identified in the insurance policy to be engaged to perform the required psychological measures in the case of an insured event.

DIN EN ISO 9001 sets out the minimum requirements for a quality management system (QM system) that a company must meet in order to be able to supply products and services that satisfy customer expectations and any regulatory requirements.

**Psychological benefits may only be provided or performed, as applicable, in German and English.**

Crisis intervention includes the following services:

- Psychological initial contact (acute intervention) with the insured person within 120 minutes of the report of an insured event to the crisis hotline pursuant to section 3.1.
- Performance of a crisis intervention in the scope of a personal meeting with the insured person by an employee with training in the field of trauma psychology after passage of the initial shock. Crisis intervention includes up to six meetings with the psychologist engaged within three months of the occurrence of the underlying event.
- In addition to the personal crisis intervention meetings, for a period of three months following the occurrence of the event concerned, the insured person and the policyholder may contact the emergency telephone number of the declared psychological service provider for additional psychological advice or support when looking for a therapist to provide additional follow-on treatment.

- Documentation of the event and the crisis intervention by the treating psychologist as basis for potential additional, and not-insured, trauma therapy if needed. Upon request, the insured person may have these documents sent to him or herself following the end of the insured treatment.

Psychological acute intervention is understood to mean that insured persons who were involved in an event listed in section 2.1 a) - e) in the capacity referred to therein receive the support set out below from a qualified employee with training in trauma psychology immediately, i.e. at the latest within two hours of the report of a traumatic event:

- Risk assessment regarding the potential development of a post-traumatic stress disorder (PTSD),
- Psychoeducation (information for the person concerned),
- Stress management and self-management,
- Stabilisation, distancing and facilitation of resources for relieving acute stress disorders,
- Professional support for the person concerned based in principle of psycho-trauma therapy,
- Support for the natural healing process in order to quickly reach fitness for work,
- References to sources of assistance and recommendations follow-on treatment.

### 3.2.2 Additional costs in consultation with the declared psychologist

The intent of crisis intervention is to enable the insured person to recognise and understand his acute physical and psychic reaction to the traumatic event. If, in the opinion of the declared psychologist, additional measures listed below are necessary to support the healing process and / or to prevent a worsening of the condition, the insurer will bear the associated costs as provided below:

- a) Costs for courses of treatment, rehabilitation and holiday ordered by the declared psychologist, a doctor or a psychotherapist including the costs for travel, lodging and meals for persons directly affected by an insured event provided such costs are exclusively and directly incurred as a result of the psychological stress and the insured person is not reimbursed for such costs by another party, e.g. by her health insurer. The costs will be assumed for a period of four weeks at most and up to a maximum amount of € 50,000 per insured person. Costs will only be assumed for such measures that are performed within three months at the latest of the occurrence of the insured event.
- b) Fees for psychologists who are engaged to communicate news of death or a life-threatening injury to an insured person to his relatives.

### 3.2.3 Other insured costs

The insurer will reimburse the costs listed below provided they were necessary following the occurrence of an insured event and were incurred, at most, within three months of the occurrence of the insured event:

- a) Expenses for travel, evacuation and accommodations costs for an insured person for travel from the location of the insured event to the home town provided they were required as a result of psychological stress resulting from the insured event;
- b) Expenses such as travel and accommodations costs for a psychologist who treats an insured person following an insured event;
- c) Fees and expenses for hiring a public relations consultant who is hired by the policyholder in prior consultation with ERGO Versicherung AG, including expenses and costs for public relations measures organised by such consultant. The maximum compensation for these benefits is limited to € 10,000 per insured event and, concurrently, all insured events within the →insurance year.

## 4 Exclusions

Governed in article A8 in the case of ERGO crisis cover.

## 5 Sum insured and limits to insurance benefits

### 5.1 Sum insured

Per insurance policy, ERGO Versicherung AG will provide insurance benefits in the amount of € 200,000 per insured event and, at most, two-times this amount insured for all insured events within the →insurance year.

In the event lower insurance amounts have been agreed with regard to individual cost items (sub-limits), they comprise the maximum benefits for the corresponding positions within the scope of the amount insured under the contract.

### 5.2 Costs of the insurer are not taken into account in calculating the insured sum.

## 6 Payment of the insurance benefit

### 6.1 All payments under this contract for the benefit of insured persons will be made to the policyholder by the insurer in discharge of its obligations.

### 6.2 Payments will be made in Euro. In the event costs are incurred →abroad, payment will be made in the currency of the country in which they are incurred based on the median of the bid and ask price on the Frankfurt currency exchange in effect on the date of the loss event.

### 6.3 Due date for payment

Insurance benefits are due for payment within two weeks of the insurer completing its determination of the grounds and amount of the claim.



**6.4 Interest**

In the event the insurance benefit is not paid within one month after notice of the claim or within two weeks after determination of the claim, the insurance benefit will be subject to interest at a rate of 4% p.a. from the due date provide no other interest rate is applicable based on other legal grounds.

**6.5 Suspension**

When determining the deadlines provided for in section 6.3 or 6.4, any period during which compensation cannot be determined or paid due to failure of the policyholder will not be taken into consideration.

**6.6 Delay in payment**

The insurer may delay making payment if

- 6.6.1 there are doubts as to the policyholder's right to receive payment, until required proof as has been provided;
- 6.6.2 in the event official investigations have been opened with regard to the insured event or criminal proceedings against the policyholder or persons affected by the insured event have been initiated, until the conclusion of such proceedings.

**7 Pre-contractual reporting obligations of the policyholder**

7.1 Truthful and complete obligation to report risk-relevant circumstances

7.1.1 Prior to submitting its contract declaration, the policyholder is required to report to the insurer all risk-relevant circumstances of which the policyholder is aware that are material to the insurer's decision to conclude the contract based on the agreed contents on which the insurer inquired about in writing.

7.1.2 The policyholder is likewise obliged to report in the event the insurer has posed written questions as provided in section 7.1.1 following the policyholder's contract declaration but prior to acceptance of the contract by the insurer.

**7.2 Legal consequences of a breach of the reporting obligation**

**7.2.1 Revocation and release from obligation to perform**

If the policyholder breaches its reporting obligation as provided in section 7.1, the insurer may revoke the contract unless the policyholder breached the reporting obligation based neither on intent nor gross negligence.

In the case of gross negligence on the part of the policyholder, the insurer's right of revocation is excluded in the event the policyholder proves that the insurer would have concluded the contract on the same or other terms had it been aware of the undisclosed circumstances.

In the event the insurer revokes the contract following an insured event, it is not obliged to pay benefits unless the policyholder proves that the breach of the reporting obligation relates to a circumstance that was not the cause of the occurrence, the determination of the insured event nor for the determination or scope of the insurer's obligation to pay benefits. The insurer is not obligated to pay benefits in the event the policyholder fraudulently breached its reporting obligations.

**7.2.2 Termination**

In the event the policyholder has breached its reporting obligation under section 7.1 neither intentionally nor due to gross negligence, the insurer may terminate the contract subject to one month's notice unless the insurer would have concluded the contract on the same or other terms had it been aware of the undisclosed circumstances.

**7.2.3 Contract amendments**

In the event the policyholder has breached its reporting obligation neither intentionally nor due to gross negligence and the insurer would likewise have concluded the contract subject to other terms had it known of the undisclosed circumstances, upon the request of the insurer, such other terms will become part of the contract on a retroactive basis. The amended terms of the contract will become part of the contract following the end of the current →insurance year in the event the policyholder was not at fault for a breach of the obligation. In the event the premium increases by more than 10% as a result of an amendment to the contract, or if the insurer excludes insurance cover for undisclosed circumstance, the policyholder may terminate the contract with immediate effect within one month of receipt of notification by the insurer. The insurer is required to inform the policyholder of its right of termination in the notification of the contract amendment.

**7.2.4 Exclusion of insurer's rights**

The insurer's right of revocation (section 7.2.1), to termination (section 7.2.2) and to amend the contract (section 7.2.3) are each excluded in the event the insurer was aware of the undisclosed risk or incorrect reporting.

**7.2.5 Rescission**

The insurer's right to rescind the contract based on intentional fraud remains unaffected.

**7.3 Deadline to exercise the insurer's rights**

The insurer must exercise its rights of revocation (section 7.2.1), termination (section 7.2.2) and to amend the contract (section 7.2.3) within one month in writing and, in doing so, indicate the circumstances upon which it bases its decision; it may indicate additional

reasons retroactively within one month of learning of them. The one-month period begins at the time at which the insurer receives knowledge of the breach of the reporting obligation and the circumstances upon which the respectively exercised right is based.

**7.4 Notice of legal consequences**

The rights to revocation (section 7.2.1), to termination (section 7.2.2) and to amend the contract (section 7.2.3) may only be exercised in the event it has given separate written notice to the policyholder of the consequences of a breach of the reporting obligation.

**7.5 Representatives of the policyholder**

If the contract is concluded by a representative of the policyholder, for purposes of applying sections 7.1 and 7.2, both the knowledge and the fraudulent intent of the representative and knowledge and the fraudulent intent of the policyholder must be taken into consideration. The policyholder may only rely on a claim that the reporting obligation was not breached on grounds of intent or gross negligence if neither the representative nor the policyholder acted intentionally or with gross negligence.

**7.6 Lapse of insurer's rights**

The insurer's rights of revocation (section 7.2.1), to termination (section 7.2.2) and to amend the contract (section 7.2.3) lapse at the end of five years following conclusion of the contract. This does not apply to insured events that occur prior to the expiry of this period. The period is ten years if the policyholder or its representative have breached the reporting obligation intentionally or due to gross negligence.

**8 Payment of the insurance premium**

Governed by articles A5, A6 and A7 for ERGO crisis cover.

**9 Begin and end of insurance cover**

Governed by articles A2 and A4 for ERGO crisis cover.

**10 Obligations of the policyholder**

10.1 Obligations upon the occurrence of an insured event

- 10.1.1 Upon, or immediately after, the occurrence of an event referred to in section 2.1 a) - e), the policyholder is required to
  - a) inform the hotline listed in the insurance policy and arrange for the involvement of the declared psychologist.
  - b) to document the event and the presence of the insured person and ensure that the required proof is available.
  - c) to inform the insurer of the presence of an insured person at an insured event.

10.1.2 Upon and following the occurrence of an insured event, the policyholder and the insured persons are required to avoid or mitigate damages to the extent possible.

10.1.3 The policyholder and the insured persons are required to permit the insurer and companies and persons hired by it to conduct every reasonable investigation of the causes and amount of the damages and regard the scope of the obligation to pay compensation and, in this regard, provide all useful information upon request in writing and to provide documentation.

10.1.4 To the extent the psychic condition of an insured person is determinative for purposes of insurance benefits, the policyholder is required to substantiate this by submitting suitable medical / psychological records.

10.1.5 In the event an insured person does not wish to submit medical / psychological records to the policyholder, he may send them directly to the insurer or alternatively release health-care providers from their confidentiality obligation so that the insurer may request the records directly from the treating doctors and /or psychologists.

**11 Legal consequences of the breach of an obligation**

11.1 If the policyholder breaches an obligation under this contract that it is required to satisfy prior to the occurrence of an insured event, the insurer may terminate the contract with immediate effect within one month of learning of the breach of the respective obligation. The insurer has no right of revocation in the event the policyholder shows that that breach of the respective obligation was not intentional or the result of gross negligence.

11.2 If the event an obligation under this contract is breached intentionally, the insurer is not obliged to pay benefits. In cases of a breach of an obligation due to gross negligence, the insurer is entitled to reduce payment to a degree corresponding to the seriousness of the policyholder's fault. The complete or partial loss of insurance cover requires the insurer to have provided separate written notice of this legal consequence in the event of a breach of a duty to provide information or clarification following the occurrence of an insured event. The policyholder is required to provide proof that it did not breach the obligation due to gross negligence.

11.3 Insurance cover remains effective if the policyholder can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit the insurance provider is obliged to provide. This shall not apply if policyholder fraudulently breached the obligation.

11.4 The provisions set out above apply regardless of whether the insurer exercises a right of termination to which it is entitled under section 11.1.

**12 Increased risk**

- 12.1 An increased risk exists if the actually prevailing circumstances change after the policyholder has submitted the contract declaration such that the occurrence of an insured event is more probable or the potential damages are greater.  
An increased risk may include, but is not limited to, cases in which a risk-related circumstance changes after the insurer has inquired about it prior to conclusion of the contract.  
An increased risk pursuant to paragraph 1 does not exist if the risk has only increased to a minor extent or the circumstances are to be included within the insurance cover.
- 12.2 Duties of the policyholder
- 12.2.1 After submitting its contract declaration, the policyholder may not undertake any increased risk, or permit a third party to undertake an increased risk, without the prior consent of the insurer.
- 12.2.2 If the policyholder recognises at a later point in time that it undertook or permitted an increased risk without the prior consent of the insurer, it must notify the insurer of this → immediately.
- 12.2.3 The policyholder must notify the insurer → immediately of an increased risk occurring after its contract declaration independent of his will as soon as the policyholder becomes aware of it.
- 12.3 Termination or contract amendment by the insurer
- 12.3.1 **Insurer's right of termination**  
If the policyholder breaches its obligation under section 12.2.1, the insurer may terminate the contract with immediate effect unless the policyholder may prove that the obligation was not breached intentionally or a result of gross negligence. The policyholder is required to prove the non-existence of intent or gross negligence. In the event a breach is due to simple negligence, the insurer may terminate the contract on one month's notice.  
In the event the insurer becomes aware of an increased risk as referred to in section 12.2.2 or 12.2.3, it may terminate the contract on one month's notice.
- 12.3.2 **Contract amendment**  
In lieu of termination, the insurer may demand an increased premium in line with its terms of business principles from the time of the increased risk or it may exclude the increased risk from the scope of insurance cover.  
In the event the premium increases by more than 10% as a result of an increased risk, or if the insurer excludes insurance cover for the increased risk, the policyholder may terminate the contract with immediate effect within one month of receipt of notification by the insurer. The insurer is required to inform the policyholder of its right of termination in the notification.
- 12.4 Lapse of insurer's rights  
The insurer's right to termination (section 12.3.1) or to amend the contract (section 12.3.2) lapse in the event they are not exercised within one month of the insurer becoming aware of the increased risk or if the circumstances prevailing prior to the increased risk are restored.
- 12.5 Release from duty to perform in the event of an risk
- 12.5.1 If an insured event occurs following an increased risk, the insurer is not obliged to pay benefits if the policyholder intentionally breached its obligations under section 12.2.1. If the policyholder breaches these obligations due to gross negligence, the insurer is authorized to reduce benefits to the extent that corresponds to the degree of fault on the part of the policyholder. The policyholder bears the burden of proof with regard to the non-existence of gross negligence.
- 12.5.2 In the event of an increased risk as referred to in sections 12.2.2 and 12.2.3, the insurer is relieved from its duty to perform in relation to an insured event occurring later than one month following the point in time at which the insurer should have received notice if the policyholder breached its reporting obligation intentionally. Sections 12.5.1 sent. 2 and 3 apply accordingly in the event the policyholder breached its obligation due to gross negligence.  
The insurer remains obliged to perform if it was aware of the increased risk at the point in time at which it should have received notice.
- 12.5.3 The insurer remains obliged to perform
- to the extent the policyholder proves that the increased risk was not the cause for the occurrence of the insured event or the scope of the obligation to perform,
  - if, upon occurrence of the insured event, the deadline for termination on the part of the insurer had expired and no notice of termination had been given,
  - if the insurer elects to demand a higher premium from the time of the increased risk in lieu of termination.

**13 Insurance for third parties**

- 13.1 Rights in the contract  
The policyholder may conclude the insurance policy in its own name for the interests of a third party (insured). The policyholder is solely authorized to exercise rights under the contract rather than the insured. The foregoing applies even in cases where the insured is in possession of the insurance policy.
- 13.2. Knowledge and conduct  
To the extent the knowledge and the conduct of the policyholder are legally significant, the knowledge and the conduct of the insured are likewise to be taken into account in the event of insurance for third parties. To the extent the contract includes the interests of the policyholder and the insured, the policyholder must only permit the attribution of the conduct and the knowledge of the insured in the event the insured is a representative of the policyholder. § 47 German Insurance Contract Act (VVG) applies in all other respects.

**14 Assignment of rights to compensation**

- 14.1 If the policyholder has a right to seek compensation from a third party, this right is assigned to the insurer pursuant to § 86 VVG to the extent the insurer covers the loss. The transfer of the claim cannot be asserted to the detriment of the policyholder. A transfer cannot be demanded in the event the policyholder's right to compensation relates to a person with whom he or the person affected by the insured event resides in a common household at the time of the occurrence of the loss unless such person intentionally cause the loss.
- 14.2 Obligations to secure claims to compensation  
The policyholder is required to preserve its claims to compensation or rights serving to secure such a claim subject to observance of applicable form and deadline requirements and, following assignment of the claim to compensation to the insurer, to assist the insurer in enforcing such claims.
- 14.3 If the policyholder breaches the obligation described in section 14.2 intentionally, the insurer is not obliged to perform to the extent it is not able to demand compensation from third parties as a result. In cases of a breach of an obligations due to gross negligence, the insurer is entitled to reduce payment to a degree corresponding to the seriousness of the policy holder's fault. The policyholder bears the burden of proof for the non-existence of gross negligence on the part of the policyholder.

**15 Termination following occurrence an the insured event**

Governed by article A 4 for ERGO crisis cover.

**16 Release of the insurer's duty to perform for good cause**

- 16.1 The insurer is relieved of its duty to perform in the event the policyholder, or its representative, caused the insured event intentionally. In the case of gross negligence on the part of the persons referred to above, the insurer is authorized to reduce benefits to the extent that corresponds to their degree of fault.
- 16.2 The insurer is likewise released from its duty to perform in the event the policyholder fraudulently deceives, or attempts to deceive, the insurer with regard to facts that are relevant to the cause or amount of compensation. The requirements set out in sent. 1 are deemed to have been satisfied if the deception or attempted deception has been determined pursuant to a final order in a criminal proceeding. However, a criminal conviction is not required as proof of fraudulent deception.

**17 Limitations period**

- 17.1 Claims under the insurance policy lapse after three years.
- 17.2 The limitations period commences with conclusion of the year in which the claim arose and the creditor became aware of the circumstances supporting the claim and of the identity of the liable party, or would have obtained such knowledge, had he not acted with gross negligence.
- 17.3 If a claim under the insurance policy has been reported to the insurer, the limitations period is suspended until the time at which the insurer's decision has been delivered in writing to the party submitting the claim.

**18 Competent court**

The exclusive place of jurisdiction for all disputes arising under or in connection with the contract is agreed to be the location of the insurer's headquarters or the branch office competent for the respective insurance policy.

**19 Applicable law**

This contract is governed by German law. This applies similarly in the case of risks and activities located → abroad.

# Terms and Conditions for Legal Protection for Motorists for Corporate Travel.

## (VB-ERGO-RS Corporate Travel 2015)

The following General Terms and Conditions under Articles 1-19, the Glossary and the Special Sections apply to legal protection for motorists for corporate travel offered by ERGO Versicherung AG.

### Who is responsible for contract conclusion / contract management?

Contract conclusion is arranged by ERGO Reiseversicherung AG, Thomas-Dehler-Straße 2, 81737 München, Germany (referred to hereinafter as "ERV") on behalf of ERGO Versicherung AG, ERGO-Platz 1, 40477 Düsseldorf, Germany (hereinafter referred to as "ERGO"). This applies in like manner to contract management. ERGO has transferred the claims adjustment function to a legally-independent claims adjustment company within the meaning of § 126 German Insurance Contract Act (VVG). This company is the ERGO Rechtsschutz Leistungs-GmbH, Thomas-Dehler-Straße 2, 81737 München, Germany. These terms and conditions apply equally to insurance for business and corporate travel. As used in this text, the term "→business trip" also includes corporate travel. Terms that are defined in the Glossary are indicated in an →.

## General Terms and Conditions

### 1. Who is the insured person?

You are the insured person if the policyholder concluded the insurance policy in your favour. As an insured person, you are referred to by name in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover.

### 2. Who is the policyholder?

The policyholder is the company or person who concluded the insurance policy with ERGO. The policyholder is named in the insurance policy.

### 3. For which →business trips do you have insurance cover?

You have insurance cover for any number of →business trips you take during the term of the insurance cover. The maximum term of insurance per →business trip is defined in the insurance policy.

### 4. When does your insurance cover begin and end?

- 4.1 Your insurance cover begins with the agreed start of the insurance, at the earliest however when the →business trip commences. Your insurance cover ends when you have finished your →business trip, at the latest however with the agreed end of the contract.
- 4.2 You were not able to finish your →business trip as scheduled for reasons beyond your control? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

### 5. Are holidays during a →business trip insured?

Have you interrupted your →business trip due for days off or holiday? In this case, within the scope of the agreed insurance cover, you are insured for up to six workdays.

### 6. What is the term of the contract and how can it be terminated?

- 6.1 The contract term is one year. The insurance policy extends automatically for an additional one-year term if not terminated by us or the policyholder three months prior to the end of the respective term at the latest.
- 6.2 In the event a legal protection event has occurred for which we acknowledge our duty to indemnify, both we and the policyholder may terminate the insurance policy. This is not the case for expanded telephone consultation.
- 6.3 In the event we reject legal expense insurance even though we are obliged to perform, the policyholder may terminate the contract prematurely.
- 6.4 In such cases, notice of termination must be provided within one month of receipt of the rejection of the request to provide legal expense cover or to acknowledge the duty to perform. The policyholder may terminate the contract with immediate effect or at a later point in time, at the latest however with conclusion of the current insurance year. We may cancel upon one month's notice.

### 7. How do we calculate the insurance premium?

- 7.1 We calculate the preliminary insurance premium in advance for the respective insurance year. This is based on the scope of cover as provided in the insurance policy and the risk information provided to us.
- 7.2 With expiry of the insurance year, the policyholder transfers us the actual risk information for the preceding insurance year. We then calculate the final premium for the preceding insurance year.

### 8. What obligations do you have prior to the occurrence of an insured event?

- 8.1 The policyholder is obliged to provide us the risk information listed in the insurance policy for the preceding insurance year; this is required upon our request at the latest.
- 8.2 In the event the policyholder breaches this obligation intentionally or due to gross negligence, we may terminate the contract with immediate effect within one month of learning of such a breach. Our right of termination is not applicable in the event the policyholder proves that obligation was breached neither intentionally nor due to gross negligence.

### 9. What obligations do you have and what are the consequences of their breach?

- 9.1 Obligations upon the occurrence of a legal protection claim  
The driver must have the required driving licence at the time of the occurrence of the legal protection claim. He must be authorized to drive the vehicle. The vehicle must be registered or display an insurance indicator. The following applies in the event of a breach of these obligations: Legal expense insurance is only available to you in the event you had no knowledge of the breach without fault or only as a result of simple negligence. The following applies in the event the lack of knowledge was the result of gross negligence: We may reduce our payments. The standard is the degree of your fault. Insurance cover remains in place if you prove that your lack of knowledge was not the result of gross negligence. This applies in like manner if you or the driver prove that the breach of an obligation was not the cause for  
- the occurrence or determination of the insured event;  
- determination or the scope of our duty to perform.
- 9.2 Obligations following the occurrence of a legal protection claim
- 9.2.1 The following applies in the event of an occurrence of a legal protection claim if you require insurance cover:
- 9.2.1.1 You must notify us of the legal protection claim →immediately.
- 9.2.1.2 You must inform us completely and truthfully of all circumstances related to the legal protection claim. You must inform us of evidence and provide documents to us upon request.
- 9.2.1.3 You must coordinate measures that trigger costs with us to the extent this may reasonably be expected of you (e.g. if you wish you to engage a lawyer, want to lodge a complaint, want to defend against a complaint, want to pursue an appeal).
- 9.2.1.4 You must avert or mitigate damages to the extent you are able to. This applies in accordance with § 82 German Insurance Contract Act (VVG). § 82 (section 1) VVG provides: "The policyholder must, upon the occurrence of the insured event, ensure that the loss is avoided or minimised wherever possible." You must therefore keep the costs for legal prosecution (e. g. attorneys', court costs and costs of the opposing party) as low as possible. In this regard, you should consult us or your lawyer. You must follow our instructions to the extent you may be reasonably be expected to do so. In addition, you must obtain instructions from us when circumstances permit.
- 9.2.2 We will confirm the scope of insurance cover available for the legal protection claim. The following applies if you take action in advance in order to safeguard your legal interests and this results in costs: We will only bear the costs that we would have borne had confirmation of insurance cover been provided prior to the initiation of such measures.

- 9.2.3 You may choose your own lawyer.  
We will select a lawyer  
- if you desire;  
- if you do not indicate a lawyer and it appears to us to be necessary to engage a lawyer on short notice.  
If we engage a lawyer, we will engage him in your name. We are not responsible for work performed by the lawyer.
- 9.2.4 You must inform your lawyer completely and truthfully. You must inform him of evidence and provide information as needed. You must also obtain required documents for your lawyer. Upon request, you must provide us information on the status of the matter.
- 9.2.5 You will lose your insurance cover if you have deliberately breached the obligations set out in sections 9.2.1 or 9.2.4. The following applies if you breach them as a result of gross negligence: We may reduce our payments. The standard is the degree of your fault. In addition, the following applies in the event you breach your obligations to provide information or clarification: We must have previously informed you of this legal consequence in a separate written communication. Your insurance cover remains in place in all other cases.  
Your insurance cover remains in place if you prove that you did not breach this obligation as a result of gross negligence. Your insurance cover likewise remains in place if you prove that the breach of an obligation was not the cause for  
- the occurrence or determination of the insured event;  
- determination or the scope of our duty to perform.  
However, your insurance cover does not remain in place in the event you have fraudulently breached an obligation.
- 9.2.6 In the context of satisfying your obligations, the knowledge and the conduct of the attorney you engage will be attributed to you. The prerequisite is that your lawyer assumes the settlement of the legal protection claim from us.
- 9.2.7 Your claims to legal protection benefits may only be assigned with our written consent.
- 9.2.8 Your claims to others for the reimbursement of costs we have borne pass to us when they are incurred. You are required to provide us documents necessary for us to assert claims. In addition, you must cooperate in measure against third parties if we request you to do so. You must repay us for costs that have already been reimbursed. The following applies in the event you breach this obligation intentionally: We are not obliged to perform to the extent we are not able to demand compensation from third parties as a result. We may reduce payment in the event of a breach of this obligation as a result of gross negligence. The standard is the degree of your fault. You must prove that you did not act in a grossly negligent manner.
- 10. What must you take into account when paying the premium?**
- 10.1 Deviating from § 33 section 1 German Insurance Contract Act; (VVG), the first premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.
- 10.2 If the first premium has not been paid in time, we may revoke the contract for as long as payment has not been made. This applies only in the event the policyholder is at fault for non-payment.
- 10.3 If the first premium has not been paid when the insured event occurs, we will not pay any benefits. This does not apply in the event the policyholder is not at fault for non-payment.
- 11. What must you take into account when paying the renewal premium?**
- 11.1 Renewal premiums are due at the start of the agreed premium period.
- 11.2 If the renewal premium is not paid in time, we send the policyholder, at his own expense, a written reminder calling upon him to make payment within two weeks at the least. This demand for payment is only effective if we indicate the outstanding amounts for the premium, interest and costs separately.
- 11.3 If the policyholder remains in default following expiry of this grace period,  
A) and if an insured event occurs following expiry of the grace period, we will not pay any benefits;  
B) we can terminate the insurance policy with immediate effect. In the event we have terminated the contract and the policyholder subsequently pays the amount demanded within one month, the contract continues to remain valid. There is no insurance cover for insured events occurring between receipt of the notice of termination and payment.
- 12. What are the rules for premium payments via direct debit or credit card?**
- 12.1 The following applies to payments by direct debit or credit card: The payment is considered to be in time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the policyholder: The payment is still in time, if the policyholder makes it possible to execute the direct debit within the grace period indicated in our written payment reminder. In all other cases, the policyholder is in arrears without additional warning. The foregoing is not the case where the policyholder was not able enable direct debiting through no fault of his own.
- 12.2 We may send the policyholder a reminder at his expense in the event the policyholder is in arrears in payment of the premium. The policyholder must then →immediately enable proper direct debiting.
- 13. In what cases do you not have any insurance cover?**
- 13.1 Insurance cover is not available in the event you enforce your legal interests
- 13.1.1 in order to defend against claims for compensation. This exclusion does not apply if the claims are based on a breach of contract;
- 13.1.2 in administrative offences and administrative proceedings for parking violations;
- 13.1.3 under the legal expenses insurance policy against us or the claims settlement company employed by us;
- 13.1.4 in proceedings before constitutional courts;
- 13.1.5 in proceedings before international or supra-national courts;
- 13.1.6 with a causal connection to insolvency proceedings initiated or to be initiated with regard to your assets;
- 13.1.7 with a causal connection to war, hostile acts or acts of terrorism, riot, civil unrest, strike, lock-outs or earthquakes.
- 13.2 Legal protection is not available for purposes of safeguarding legal interests
- 13.2.1 against the policyholder;
- 13.2.2 based on claims or liabilities transferred or passing to you following of the legal protection claim;
- 13.2.3 to the extent there is a causal connection to a criminal act you have committed intentionally in the cases referred to in sections 2.1 - 2.3 of the Special Provisions. If, after the fact, such connection is discovered, you must repay the benefits to us.
- 14. What must you take into account in the event of an →increased risk?**
- 14.1 After the policyholder has provided his contract declaration, without our consent he may not:  
a) Undertake any →increased risk,  
b) Permit any third party to undertake an →increased risk.
- 14.2 What if the policyholder subsequently recognises that he has undertaken or permitted an →increased risk without our consent? He must inform us of this →immediately.
- 14.3 What if an →increased risk occurs without the intent of the policyholder after submission of the contract declaration? He must inform us of this →immediately after learning of this.
- 15. What are the consequences of an →increased risk?**
- 15.1 Termination  
A) If the policyholder breaches his obligation under section 14.1 intentionally or due to gross negligence? We may terminate the contract with immediate effect.  
B) If the breach is due to simple negligence? In such cases, we may terminate the contract on one month's notice.  
C) What if we learn of an →increased risk under sections 14.2 and 14.3? In such cases, we may terminate the contract on one month's notice.
- 15.2 Contract amendment  
In lieu of termination, we may:  
A) Demand a correspondingly higher premium from the time of the →increased risk;  
B) Exclude the →increased risk from insurance cover.  
The policyholder may terminate the contract in the event of an amendment of the contract under A) or B). He may do so within one month after we have informed him or the contract amendment and his right of termination.
- 15.3 After we have learned of the →increased risk, we have one month to terminate the contract or to continue the contract subject to amended terms. These rights lapse if we do not exercise them within this deadline. The foregoing applies in like manner once the →increased risk has been eliminated.
- 16. What are the consequences of an →increased risk in the event of a claim?**
- 16.1 We are not obligated to make pay benefits if the policyholder has breached his obligations under section 14.1 intentionally.
- 16.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if the policyholder proves to us that he did not breach the obligation with gross negligence.
- 16.3 We are not obligated to make pay benefits if the policyholder has breached his reporting obligation under sections 14.2 or 14.3 intentionally. This is provided that the claim occurs more than one month after the time at which we should have received notification.
- 16.4 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. This does not apply, if the policyholder proves to us that he did not breach the obligation with gross negligence.
- 16.5 Were we aware of the →increased risk at the time at which we should have received notice? In such cases, your insurance cover remains in place.
- 16.6 Your insurance cover remains in place if  
A) you prove that the →increased risk was not the cause of the occurrence or the determination of the insured event or the scope of the benefits;

- B) our termination period had expired at the time of the insured event and we had not provided notice of termination;
- C) we included the →increased risk in the insurance cover by imposing a higher premium.

**17. Which limitation periods must you take into account?**

- 17.1 Claims under the insurance contract lapse after three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.
- 17.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

**18. What must you take into account when submitting a declaration of intent?**

- 18.1 Notices and declarations of intent must be in writing unless otherwise explicitly specified. This applies to the policyholder, you and us.

**19. What law is applicable and what court has jurisdiction?**

- 19.1 This contract is governed by German law.
- 19.2 Law suits against the insurance company:  
If you or the policyholder want to sue us, you may lodge your complaint at the following locations:  
- At our headquarters or the location of the branch office responsible for your contract;  
- At your place of residence if you are an individual. If you have no place of residence, you may lodge a complaint at the location of your permanent place of residence.
- 19.3 Lawsuits against the claims processing company (“company”):  
The following applies if you intend to assert your claim to legal protection in court: You must address your complaint to the company that we have engaged to process claims, cf. § 126 German Insurance Contract Act (VVG).  
It is listed in your insurance policy, you may lodge your complaint at the following locations:  
- at the location of the company’s headquarters,  
- the court located in your place of residence. If you have no place of residence, you may lodge a complaint at the location of your permanent place of residence.
- 19.4 Lawsuits against the policyholder:  
If we have to sue the policyholder, we may lodge the suit at the following locations:  
- If the policyholder is an individual, at the court located in his place of residence.  
If the policyholder has no place of residence, we may lodge a complaint at the location of his permanent place of residence.  
- If neither his place of residence nor his permanent place of residence are known at the time the suit is lodged, at the location of our headquarters or the location of the branch office responsible for the contract.  
- If the policyholder is a legal entity or a general partnership, a limited partnership, a partnership under civil law or a registered partner association, the court located at its headquarters or its branch office, has jurisdiction.

**Increased risk:**

An increased risk occurs in the event the actual circumstances are changed such that the probability of the occurrence of an insured event is increased or that damages increase.

**Start / Commencement of the →business trip:**

See under "Commencement / start of the →business trip".

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**Special Provisions**

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**1. What is insured?**

- 1.1 We provide the resources you need in order preserve your legal interests.
- 1.2 Insurance cover is available for you as driver or passenger of a motor vehicle on shore, including trailer, during your →business trip. Cover is likewise applicable when you are a passenger on a public transit means, pedestrian or cyclist.
- 1.3 Your legal expense insurance also includes legal advice by telephone. In the event of a legal protection claim, we can provide a referral to suitable lawyer if desired.

**2. What benefits does my legal protection for motorists provide?**  
The legal protection for motorists for corporate travel includes the following benefits:

- 2.1 Legal expense insurance for compensation claims in order to be able to pursue claims for damages. They may not result from a breach of contract;
- 2.2 Criminal legal expenses insurance in order to defend against the accusation
  - 2.2.1 of a traffic-related offence. The following applies in the event it has been finally determined that you have committed an offence: You have defended yourself against an accusation of an intentional act. We have paid the costs for this. You are required to reimburse for these costs;
  - 2.2.2 of any other offence. The intentional and negligent commission of the respective act must be subject to criminal prosecution. You must be accused of having acted negligently. The following applies if you have been accused of acting intentionally: You have retroactive insurance cover. However, this insurance cover does not apply if a final determination has been made that you acted intentionally. There is no insurance cover in connection with an accused crime. There is likewise no insurance cover in connection with the accusation of an offence that may only be committed intentionally (e.g. theft). In such cases, neither the legitimacy of the accusation nor the outcome of the criminal proceedings is relevant. The following applies in the event you are accused of trespass (§ 123 German Criminal Code (StGB)), slander (§ 185 StGB), property damage (§ 303 StGB) or tax evasion (§ 370 German Fiscal Code (AO)): You have retroactive insurance cover for the investigatory proceedings if initiated pursuant to § 153 (section 1) StPO or § 170 (section 2) StPO;
- 2.3 Legal expense insurance for administrative offences in order to defend oneself against accusations of an administrative offence;
- 2.4 Extended telephone consultation  
The extended telephone consultation includes preventive initial consultations by telephone. You may therefore take advantage of these benefits with the occurrence of a legal protection claim. The exclusions from insurance cover do not apply. We will refer the law firm providing telephonic advice.

**3. What is the scope of these benefits?**

- 3.1 We pay:
  - 3.1.1 in the event of the occurrence of a legal protection claim →domestically, compensation for a lawyer engaged to act on your behalf. We will pay these costs up to the amount of statutory compensation due a lawyer who practices on the location of the competent court. In addition, we will pay the travel costs for your lawyer to visit you for a distance of up to 50 km (mobile lawyer). The prerequisite is that you were not able to visit your lawyer due to illness or accident. We will pay travel costs, including daily and absence allowances, up to the rates applicable to business trips taken by German lawyers. The following applies if you live more than 100 km linear distance from the competent court and you are representing your interests before the court: We will either pay additional costs for a lawyer residing in your judicial district or the travel costs of your lawyer to travel to the location of the competent court. We will pay these additional costs up to the statutory remuneration for a lawyer who merely conducts correspondence with lawyer at the location of the competent court. We will not pay these costs within the scope of benefits for criminal and administrative offence legal expense insurance. If your lawyer calculates a fee for his consultation, we will pay statutory remuneration up to the amount of € 250. The statutory provision regarding the set-off of fees remain unaffected;

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**Glossary**

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**Abroad:**

Abroad is defined as all countries other than Germany.

**Business trip:**

A business trip is your temporary professional absence, arranged by your employer, away from your permanent residence or regular place of work. Journeys at the permanent residence or the regular place of work and between these places are not deemed to be business trips. Journeys to work to primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be business trips.  
Corporate travel is your temporary professional absence away from your permanent residence or regular place of work to the extent you are an independent professional, a managing director, board member or other person not subject to instructions from a company. Journeys at the permanent residence or the regular place of work and between these places are not deemed to be corporate travel. Journeys to work to primarily different locations (change in place of work), as well as work in the field, are likewise not deemed to be corporate travel.  
The term “business trip” is deemed to include corporate travel for purposes of these terms and conditions.

**Commencement / Start of the →business trip:**

A →business trip starts when you leave your residence or your regular place of employment.

**Domestic:**

Domestic is deemed to refer to Germany.

**Immediately:**

Without culpable delay.

- 3.1.2 the costs of a lawyer representing you in the event of a the occurrence of a legal protection claim →abroad. The prerequisite is that this lawyer is located at the location of the competent court or is admitted to practice →domestically. The following applies in the event he is admitted to practice →domestically. We will pay compensation up to the amount of statutory remuneration for costs that would have been incurred had the court where your lawyer is admitted to practice been the competent court. In addition, we will pay the travel costs for your lawyer to visit you for a distance of up to 50 km (mobile lawyer). The prerequisite is that you were not able to visit your lawyer due to illness or accident. We will pay travel costs, including daily and absence allowances, up to the rates applicable to business trips taken by German lawyers. The following applies in the event you live more than 100 km linear distance from the competent court and a foreign lawyer is acting on your behalf: We will pay additional costs for a lawyer located in your judicial district. We will pay these additional costs up to the amount of statutory remuneration for a lawyer who merely conducts correspondence with foreign lawyer.  
The following applies in the event the legal protection claim relates to a vehicle accident →abroad within Europe: We will also bear the business fees incurred by the domestic lawyer. The prerequisite is that it was necessary to prosecute a legal action →abroad. Accordingly, this means that it was not possible to settle the claim with the claims officer or the arbitration panel, as applicable, →domestically;
- 3.1.3 the court costs. This includes compensation for witnesses and experts who are involved by the court. In addition, we pay the costs of the bailiff;
- 3.1.4 the fees of an arbitration or mediation process. We will pay these fees up to the amount of fees that would have been incurred had the matter been given to a court of first instance;
- 3.1.5 the standard remuneration
- 3.1.5.1 of a publicly-appointed technical expert or a legally-independent technical expert organisation in Germany. This applies if you defend yourself in a traffic-related criminal and administrative proceedings;
- 3.1.5.2 an expert who resides →abroad. This applies in the event claims for compensation are asserted related to damage to a motor vehicle occurring →abroad on land or to a trailer;
- 3.1.6 the costs of your travel to a foreign court. The prerequisite is that your appearance is required as defendant or party. Your appearance must be required in order to avoid negative legal consequences. We pay these costs up to the amount of the rates applicable to business travel by German attorneys;
- 3.1.7 the costs incurred by the opposing party in order to pursue his legal rights. The prerequisite is that you are required to reimburse these costs.
- 3.2 You may demand that we assume the costs that we are required to pay as soon as you document that you are obliged to pay them. The same applies as soon as you document that you have already satisfied this obligation.  
Any costs, which you have incurred in a foreign currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs.
- 3.3 We will not pay
- 3.3.1 costs you have paid without a legal obligation to do so;
- 3.3.2 costs incurred in association with an amicable resolution (settlement). However we will pay these costs if they correspond to the relationship between the results you attempted to reach and what you were actually able to achieve. In this context, the economic results are solely decisive, other factors such as the avoidance of evidentiary proceedings or the risk of litigation costs, will not be taken into consideration. We will also pay the costs in the event a different allocation of costs is required by law;
- 3.3.3 costs resulting in connection with the fourth or every subsequent levy of execution per enforcement order (e.g. judgement, writ of execution);
- 3.3.4 costs resulting from levies of execution issued later than five years after the writ of execution became final (e.g. judgement, writ of execution);
- 3.3.5 costs for criminal enforcement proceedings of any type after monetary fine or penalty has become final below € 250;
- 3.3.6 costs that another would be obliged to pay in the event there was no legal expense insurance in place;
- 3.3.7 costs incurred in connection with levies of execution related to real estate, buildings or parts of buildings used for commercial purposes. This applies to costs resulting from required environmental disposal and removal of hazardous materials and waste material;
- 3.3.8 costs that are associated with the non-covered portion in the event of a partial assumption obligation (“Teileintrittspflicht”). The following applies in the event of claims that are partially within and partially without the scope of insurance cover: We will only pay that portion of costs that corresponds to the value of the covered portion in relation to the total amount in controversy (ratio). In the situations described in sections 2.2 and 2.3, our share of the costs is based on the weighting and significance of the individual accusations within the overall circumstances.
- 3.4 For each legal protection claim, we will pay the agreed amount insured at most. Payments for you and co-insured persons related to the same legal protection claim will be considered together for such purposes. This applies in like manner to payments based on several legal protection claims with a substantive and temporal connection.
- 3.5 We will take care of
- 3.5.1 the translation of written documents that you need in order to protect your legal interests →abroad. We will also pay the costs of the translation;
- 3.5.2 the payment of an interest-free loan of up to € 50,000 for a bond. The prerequisite is that this bond is required in order to temporarily gain a reprieve from criminal enforcement measures.
- 3.6 All regulations relating to the lawyer apply in like manner for legal and other experts engaged →abroad if they are representation your legal interests locally.
- 4. What are the requirements for my claim to legal protection benefits?**
- 4.1 You have right to legal protection benefits following the occurrence of a legal protection claim. A legal protection claim is
- 4.1.1 in the case of legal expense protection for a claim to compensation (section 2.1), the underlying loss event;
- 4.1.2 in all other cases, the (alleged) breach of legal obligations or laws or regulations.
- 4.2 If the legal protection claims continues over time, its commencement is decisive. If you are representing your legal interests and this is based on several legal protection claims, the first legal protection claim is decisive. The following applies in such cases:  
All legal protections claim that occurred more than one year before the start of insurance cover for the relevant object of the insurance are not covered. In the event a legal protection claim extends over time, it is not covered if it concludes more than one year before the start of insurance cover for the relevant object of the insurance.
- 5. What applies in the event a claim for legal protection is rejected based on a lack of chances of success or due to maliciousness?**
- 5.1 We may reject a claim for legal protection if, in our opinion, you are representing your legal interests without sufficient chance of success. This applies in cases described in section 2.1.
- 5.2 We may likewise reject a claim for legal protection if you are representing your legal interests maliciously. Maliciousness applies in the event the expected expenditures bear a grossly disproportionate relationship to the desired result. The legitimate concerns of the community of insureds must be taken into consideration for such purposes.
- 5.3 We will communicate a refusal to you →immediately in writing with an indication of the reasons.
- 5.4 The following applies in the event we deny our obligation to perform under section 5.1 or 5.2 and you do not agree with our assessment: You may have the lawyer acting on your behalf, or another lawyer that you need to engage, provide us a statement. In this statement, you must substantiate that you are protecting your legal interests in a reasonable relationship to your desired objective and that there are sufficient chances of success. The decision is binding on both parties. This does not apply if it is obviously that the decision deviates materially from the actual factual and legal circumstances.
- 5.5 We may set a deadline for you of at least one month. Within this period, you must inform the lawyer of the circumstances fully and truthfully and indicate evidence so that the lawyer may submit the statement as referred to in section 6.4. Your insurance cover lapses in the event you do not comply with this obligation within the period we have indicated. We will explicitly inform you of this consequence.

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