

Terms and Conditions of Travel Insurance
VB-RS 2011 (RRK-D)

A: General Part

1. Extent of Insurance

1.1 Extent of the Insurance Cover

In the case of an event covered by the insurance we render benefits in accordance with Section B, provided the occurrence is contained in the scope of insurance selected. The level of benefits due is indicated in the tariff specifications relating to the travel insurance cover, these terms and conditions of insurance and the proof of insurance.

1.2 Retained Risk

If the tariff specifications for the travel-insurance cover foresee a retained risk for an insurance, this will be deducted from the refundable damage (calculated indemnification).

1.3 Conversion of Costs Incurred in a Foreign Currency

Costs incurred in a foreign currency are converted to the currency valid in the Federal Republic of Germany at the rate of exchange applicable on the day on which the receipts were received by us. The exchange rate for the day and currency in question is the latest official rate of exchange in each case, unless it can be shown that, in paying the bill in the necessary currency, the insured person had a less favourable exchange rate.

2. In which cases is insurance cover limited or excluded?

2.1 Deceit and Malintent

We pay no benefits if you or one of the insured persons have wilfully attempted to deceive us as to circumstances of importance relating to the reason for, or the amount of, benefits presumably due. We are also free of the obligation to provide cover if you or one of the insured persons has deliberately caused the event covered by the insurance. If the deception or the malintent has been established by a valid penal judgement, this shall suffice as proof.

2.2 Gross Negligence

If an event covered by the insurance occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we are entitled to reduce the insurance benefits by an amount corresponding to the seriousness of the fault attributable to such behaviour. This limitation does not apply to events covered by the accident and liability insurance and caused by gross negligence, for which, even in this case, insurance cover is provided.

2.3 War, Civil Unrest and Other Occurrences

Unless some other agreement has been reached in Section B, insurance cover is not provided for damage due to war, civil war, warlike incidents, civil unrest, strike action, nuclear energy, confiscation, dispossession or other acts of high authority, or natural occurrences. Moreover, no insurance cover is provided for events occurring due to acts of violence in connection with a large public gathering or demonstration, if you or insured persons have actively taken part in this.

2.4 Foreseeable Events

No cover is provided if the event covered by the insurance was foreseeable at the time of booking of the journey or at the time of conclusion of the insurance contract.

Note: please notice the limitations applicable to individual types of insurance cover indicated in Section B of these terms and conditions of insurance.

3. What measures must be observed (obligations) in cases of damage?

Without your cooperation and that of the insured person we are unable to render our services. Please therefore take note of the following points so as not to endanger your insurance cover.

3.1 Obligation to Minimize Damage

Keep the level of damage as low as possible, avoiding everything that might result in unnecessary cost increases. If you are uncertain about anything, please don't hesitate to contact us.

3.2 Obligation to Give Information on Damage

You, or the insured person, must provide all information on the case of damage honestly and in full. Any additional receipts and pertinent information requested by us must be provided in the same way.

3.3 Obligation to Secure Compensation Claims Against a Third Party

If you or the insured person have a claim against a third party, this claim passes to us, to the extent that we provide compensation for the damage. Claims thus transferred cannot be enforced to your disadvantage. You must safeguard the compensation claim, or the right to secure this claim, taking account of the form and deadline requirements and cooperating, if necessary, in the implementation of the claim. If your compensation claim is directed against a person with whom you had lived at the time of occurrence of the damage, the transferred claim cannot be enforced, unless this person caused the damage intentionally.

3.4 Further Obligations

Note: Please also take notice of the "Important Notes" in cases of damage, which are attached to your contract documents, and the special obligations applying in each case to the individual insurances referred to in section B of these terms and conditions of insurance.

3.5 Consequences of Non-Compliance with Obligations

If you or the insured person violate(s) one of the above-mentioned obligations intentionally, we are released from our obligation to pay benefits.

In the case of gross negligence leading to violation of the obligation, we are entitled to reduce benefits by an amount corresponding to the seriousness of the fault. If you can prove that the violation of the obligation was not due to gross negligence, the insurance cover will continue to apply.

4. What must be observed in connection with the compensation payment?

4.1 Due Dates for Our Payments

As soon as the proofs of insurance cover and premium payments have been submitted and we have ascertained our payment obligation and the level of indemnification due, this will be paid within 2 weeks at the latest.

If we have ascertained our payment obligation, but cannot determine the level of indemnification within a month of receipt of notification of damage, you can demand a reasonable advance payment of your indemnification.

If, in connection with the claim, you or one of the insured persons are under investigation by the authorities or if criminal charges have been brought against you or one of the insured persons, we can delay settlement of the claim until such legal proceedings have been concluded.

4.2 Indemnification Payable from Other Insurance Contracts

If, in the event of a claim, indemnification is claimed from another insurance contract, the other contract shall have priority over this contract. This holds even if, in one of these insurance contracts, secondary liability has also been agreed on. If the event covered by the insurance is first reported to us, we will undertake initial payment.

5. Which law is applicable and when do claims arising from this contract come under the statute of limitations? To whom do these provisions apply?

In addition to these provisions the insurance contract act "Versicherungsvertragsgesetz (VVG)" and German law apply, unless this conflicts with international law. Claims based on this insurance contract fall under the statute of limitations after 3 years. The period of limitation begins at the end of the year in which the claim for benefit was first raised. If a claim has been submitted by you or the insured person, the period of limitation will be delayed until our decision in the matter has been received by you, or by the insured person, in writing.

All of the provisions of the insurance contract also apply similarly to the insured persons.

6. What must be observed when notifying us?

All notifications and explanations intended for us must be given in writing (letter, fax, e-mail, electronic data carrier, etc.) and should be sent to our head office or to the address indicated in the proof of insurance. The contract language is German.

B: Special Part on the Individual Insurances

RRKV. Travel Cancellation Insurance Against Failure to Start a Journey

1. What benefits are offered by your Travel Cancellation Insurance?

In the event of damage (see point 2; for limitations see point 3) the following benefits are provided, if these and the case of damage in question are included in the tariff specifications and fall within the given deadlines.

1.1 Reimbursement of Cancellation Costs

We reimburse the contractually owed cancellation costs in the event of failure to begin the journey or to attend the event. These also include the procurement fee, provided this was already contractually agreed on at the time of the booking of the journey / lease property, was owed, had been invoiced and was also covered by the insurance sum which had been increased accordingly by the amount of the procurement fee. The level of indemnification depends on the sum indicated in the tariff specifications.

1.2 Additional Costs for the Outbound Journey and Travel Services Not Taken Advantage Of

In the event of a delayed start to the journey we reimburse the additional outbound travelling costs commensurate with the type and quality originally booked. We reimburse the additional costs up to a maximum equivalent to the cancellation costs that would have been incurred in the event of cancellation of the trip.

1.3 Costs of Rebooking

If the booking for a journey is changed, we refund the rebooking costs incurred, up to the level of the agreed sum.

1.4 Single-Room Supplement

If you have booked a double room together with another insured person, if this other person has to cancel the trip for a reason covered by the insurance and he or she belongs to the risk persons, we will refund the single-room supplement or will accept the proportionate costs due by the person for the double room, up to the value of the cancellation costs that would have been incurred in the event of complete cancellation.

2. When is an event covered by the insurance?

An event is covered by the insurance if setting off on the booked and insured journey or taking part in the booked and insured event is unreasonable because the insured person or a risk person (for a definition see the tariff specifications) has been affected by one of the following occurrences, and this is listed in the tariff specifications:

2.1 Insured Occurrences Affecting Insured Persons or Risk Persons

You cannot begin the trip or attend the event and must cancel it or rebook due to

2.1.1 an unexpected and severe illness.

2.1.2 death, serious accident injury, complications in an existing pregnancy or diagnosis of pregnancy after the commencement of the insurance.

2.1.3 breakage of a prosthesis.

2.1.4 vaccination incompatibility.

2.1.5 loss of one's job with subsequent unemployment as a result of an unexpected dismissal due to company restructuring by the employer. Loss of orders or the insolvency of a self-employed person are not covered by the insurance.

2.1.6 commencement of a work relationship subject to compulsory social insurance or of work with extra-time compensation (1-euro job) instead of unemployment. The precondition is that you were – or the insured person was – registered by the Federal Labour Agency as unemployed at the time of booking of the journey. No cover is provided for the commencement of a period of practical training, for company-internal measures or for training measures of whatever sort, or for the commencement of work by a schoolchild or student, whether during or after school or study times.

2.1.7 economy-dependent short-time work with an anticipated reduction in income from the level of at least a regular monthly net income. A precondition here is that the employer has reported the short-time work in the period between the conclusion of the insurance and the commencement of the journey.

2.1.8 your inability to begin the journey and your cancellation or rebooking of this because of a change in your job, such that the insured period of the trip falls within the probationary period, though within the first 6 months of the new work activities at most. A precondition here is that the insured journey was booked before your knowledge of the change in jobs.

2.1.9 your being forced to cancel or rebook your trip as a consequence of considerable damage to your property resulting from fire, a burst water pipe, natural occurrences or criminal acts (e.g. burglary) committed by a third party. The term "considerable damage" is taken to mean damage to property as a result of the above-mentioned occurrences to a value of at least that indicated in the tariff specifications.

2.2 Insured Occurrences Affecting Insured Persons

2.2.1 You are unable to begin your journey or to attend the event and cancel or rebook this in order to repeat an unsuccessful examination at school, university or college, in the hope of thereby avoiding an extension of the period of studies or to obtain a school-leaving or final-examination certificate. The prerequisite here is that the insured journey was booked before the date of the unsuccessful examination and that the repeat-examination date unexpectedly falls within the period of the insured journey or within a period of 14 days thereafter.

2.2.2 You cancel a school trip or class trip because you have not been moved up to the next class or have not been permitted to take an exam, or because you have left the class before the beginning of the insured trip.

2.2.3 You are unable to begin your journey and cancel or rebook this because you are unexpectedly called on to do basic military service, or to take part in reserve-duty training, or are called on to discharge community service and the dates cannot be postponed and the cancellation costs are not accepted by a cost-bearer. No cover is provided in the event of transfer or deployment of a short-service volunteer or a regular soldier.

2.2.4 You are unable to begin your trip due to an unexpected court summons and cancel or rebook it, provided the court of jurisdiction refuses to accept your trip booking as a reason for postponement of the court appearance.

2.2.5 You cancel the journey due to the submission of a petition for divorce (or the equivalent petition in the event of an amicable separation) to the court of jurisdiction immediately before a joint trip of the affected married couple.

2.2.6 You can only continue your journey belatedly or must discontinue it because you have missed a transport

connection as a result of delay or postponement of public transport. The term "public transport" as used in these terms and conditions refers to all land or water vehicles licenced for use as local public transport, as well as to inner-German shuttle flights. A precondition here is that the subsequent connection transport is also covered by the insurance and the delay in the transport corresponds to the minimum delay indicated in the tariff specifications.

2.2.7 Insurance cover in accordance with point 1.3 is also provided if, for other reasons, you rebook your trip before the deadline indicated in the tariff specifications.

2.3 Insurance Cover in the Event of Accompanying Dogs

You cannot begin your journey and cancel or rebook this due to unexpected serious illness, a serious accident or vaccination incompatibility of a dog listed for the journey.

3. What limitations on the insurance cover must be taken into consideration?

3.1 Prior Illnesses

No insurance is provided for illnesses that were known at the time at which the insurance was taken out and were treated during the 6 months prior to this. An exception is made here for medical check-ups.

3.2 Psychic Reactions

No cover is provided for illnesses that, in the given circumstances, can be regarded as the results of psychic reactions to terrorist attacks, aircraft or bus accidents or the fear of internal unrest, acts of war, natural occurrences, illnesses or epidemics.

4. What (obligations) must be taken into account when cancelling the trip?

Supplements to point 3 of the General Part

4.1 Notification Without Delay

To keep the costs as low as possible, in the event of an occurrence covered by the insurance you or the insured person must cancel the booking immediately vis-à-vis the travel agent and/or the booking point.

4.2 Evidence Provided by a Medical Specialist

An insured occurrence must be verified at the time of damage (cancellation time) by an explanatory medical certificate, containing a diagnosis and the dates of treatment by a doctor. Should we regard it as necessary, we can have the question of inability to travel certified by a medical specialist.

4.3 Consequences of Non-Compliance with Obligations

The legal consequences of any violation of these obligations are given under point 3.5 of the General Part.