

# Travel insurance terms and conditions of MDT travel underwriting GmbH on behalf of DFV Deutsche Familienversicherung AG and other participating insurers (VB MDT 2016-D/Fincallorca):

## I. General provisions

The following provisions of Secs. 1 to 12 apply to all travel insurance offered by the lead insurer DFV Deutsche Familienversicherung AG and other participating insurers as represented by MDT Makler der Touristik GmbH.

### § 1 Insured journey / insured person(s)

The insurers provide insurance coverage to the insured person(s) on the basis of a group insurance contract concluded with your tour operator Fincallorca GmbH. The insurance coverage extends to the insured journeys made by the persons listed by name on the insurance certificate or booking confirmation/invoice, or the group of people defined by the insurance certificate provided the insurance premium or fee for joining the group contract has been paid.

### § 2 Start and end of insurance coverage

1. For travel cancellation insurance and rebooking fee insurance, coverage begins no earlier than when the journey is booked and ends when travel commences.
2. For other forms of insurance
  - a) Coverage begins when travel commences and ends on the agreed date, by the end of the journey at the latest.
  - b) Coverage extends beyond the agreed date if the end of the journey is delayed through no fault of the insured person.

### § 3 Premium / fee for joining the group contract

The premium or fee for joining the group contract is payable upon the issue of the insurance certificate. Insurance coverage only takes effect if payment has been made before commencing the journey / before the first day of coverage.

### § 4 Exclusions

1. There is no insurance coverage
  - a) For mental illness
  - b) For illnesses caused by a mental reaction or fear of armed conflict, unrest, acts of terrorism or aviation accidents.
2. Insurance coverage does not include damages as a result of war, civil war, military action, civil strife, strike action, nuclear energy, impoundment and other forms of force majeure.
3. However, coverage applies if the insured person is unexpectedly affected by a war or civil war event during an insured journey. This coverage will expire at the end of the seventh day of the war or civil war. This extension does not apply to journeys to countries on whose territory war or civil war is already taking place or is expected to break out at the time of the insured person entering the country. It also does not apply to active involvement in a war or civil war, or accidents caused by nuclear, biological or chemical weapons.

### § 5 Duties following the occurrence of an insured event

1. The insured person is required
  - a) To avoid incurring unnecessary costs (duty to avert, minimize or mitigate cost);
  - b) To report the claim to the insurers without delay;
  - c) To provide all information necessary to determine whether an insured event has occurred or the extent of the insurers liability when asked by the insurers, to provide any pertinent information truthfully, and to submit proof of insurance (e.g. booking confirmation, proof of payment) as well as any other original and substantiating documents necessary;
  - d) To allow him/herself to be examined by a physician appointed by the insurers at the request of the insurers;
  - e) To authorise medical personnel, medical institutions, care homes and carers, other personal insurers and statutory health insurance funds as well as employer's liability insurance associations and authorities to provide information and to release them from their duties of confidentiality with regard to the insurers for the purposes of determining whether and to what extent an insured event has occurred pursuant to the terms and conditions of insurance, at the request of the insurers.
2. If any of these general duties or additional duties are intentionally violated, the insurers shall be released from their duty to make payment. In the event of the grossly negligent violation of duties, the insurers shall be entitled to reduce their payments in proportion to the degree of culpability on the part of the insured person. The insurers shall still be obliged to make payment insofar as the violation has no impact on the insurers obligation to pay or the extent thereof, unless the insured person was acting maliciously.

### § 6 Payment of indemnity

1. If the insurers obligation to pay has been determined and quantified, indemnification shall be paid out within two weeks.
2. If the amount insured by the travel cancellation and rebooking fee insurance is lower than the total price paid for the journey upon the occurrence of an insured event, the insurers shall only be liable for the same proportion of damages as the insured amount as a proportion of the total price of the journey.

### § 7 Duties and consequences of their violation for third-party claims

1. If claims for damages against third parties accrue to the policyholder or an insured person, these claims must be assigned in writing to the insurers to the extent that the reimbursement of costs is provided for by the insurance agreement, without prejudice to statutory subrogation pursuant to Sec. 86 VVG ["Versicherungsvertragsgesetz": German Insurance Contract Law].
2. The policyholder or insured person must protect his/her claim to damages or any right to secure such a claim, taking into account the applicable requirements in terms of form and deadlines, and must assist the insurers as necessary with their enforcement.
3. If the policyholder or insured person intentionally violates the duties set forth in paragraphs 1 and 2, the insurers shall not be obliged to make payment to the extent that it will not be able to obtain compensation from the third party as a result. In the event of a grossly negligent violation of duty, the insurers shall be entitled to reduce their payments in proportion to the degree of culpability on the part of the insured person.
4. If claims against service providers for the reimbursement of monies paid with no legal basis accrue to the policyholder or insured person and the insurers have made compensation payments on the basis of the insurance contract, paragraphs 1 to 3 apply mutatis mutandis.

### § 8 Particular grounds for forfeiture, time-barring

1. The insurers shall be released from the duty to pay indemnification if the insured person
  - a) Intentionally brings about the insured event
  - b) Maliciously attempts to mislead the insurers regarding circumstances that are material to the reason for the payment or the amount to be paid.
2. Claims to insurance payouts become time-barred after three years. This period begins at the end of the year in which the claim arose and was known (or must have been known) to the insured person. If a claim has been reported to the insurers, time-barring shall be postponed until the insured person obtains a decision from the insurers.

### § 9 Claims against third parties

1. Claims for compensation from third parties shall be assigned to the insurers to the extent provided for by law up to the amount of the payment made.
2. If necessary, the insured person shall be obliged to assign claims for compensation up to this amount to the insurers.

### § 10 Indemnification from other insurance contracts

1. The insurance coverage is subsidiary to any other insurance coverage, which means that if compensation can be claimed under other policies when an insured event occurs, these payment obligations take precedence. This shall also apply if a subordinate liability has also been agreed to in one of the other insurance arrangements. This shall neither affect nor limit the claims accruing to the insured person. If the insured person reports the insured event to MDT or the insurers it represents, said insurers shall pay in advance and manage the insured event as agreed by contract (subsidiarity).
2. The above provisions do not apply to travel accident insurance.

### § 11 Sanction clause

Without prejudice to the other provisions of the contract, insurance protection only exists to the extent that and for as long as it is not contradicted by any economic, trade or financial sanctions or embargoes imposed by the European Union or of the Federal Republic of Germany that apply to the contracting parties. This also applies with regard to economic, trade or financial sanctions or embargoes adopted by the United States of America in relation to Iran, as far as there are no European or German legal provisions to the contrary.

### § 12 Court of competent jurisdiction / applicable law

1. Claims against the policyholder or insured person arising from the insurance arrangement shall fall under the jurisdiction of the courts in the place where the policyholder or insured person has his/her residence, or in the absence thereof, his/her habitual abode.
2. Claims against the lead insurer can be brought before the court at the place of residence or habitual abode of the policyholder or insured person, or before the court at the registered offices of the lead insurer.
3. If, after concluding the contract, the policyholder or insured person transfers his/her place of residence or habitual abode to a country that is neither a member state of the European Union nor a signatory to the Agreement on the European Economic Area, or if his/her place of residence or habitual abode is not known at the time that a suit is brought, the court at the registered offices of the lead insurer shall have jurisdiction.
4. German law applies to the extent permitted by law.

### § 13 Announcements and declarations of intent

Announcements and declarations of intent by the policyholder, insured person and the lead insurer must be made in writing (e.g. letter, fax, e-mail).

## II. Special provisions (depending on the scope of insurance agreed to by contract)

### A

#### Travel cancellation insurance

##### § 1 Cancellation of travel / agency commission

If travel is not commenced, the insurers shall reimburse

- a) The contractually agreed cancellation fees
- b) The contractually agreed and invoiced agency fee owed to the travel agent, insofar as this amount was taken into account in the insurance coverage.  
Insurance does not cover compensation owed as a result of cancellation or other fees (e.g. visa fees etc.). If the agency fee exceeds the customary and reasonable amount, the insurers may reduce their payment to a reasonable sum.

##### § 2 Insured events / persons at risk

1. Insurance coverage applies if the scheduled implementation of the journey cannot reasonably be expected because the insured person him/herself or a person at risk as defined by paragraph 2 is affected by one of the following events during the term of the insurance coverage:
  - a) Unexpected severe illness. An illness is considered unexpected if it occurs for the first time after the insurance is taken out. The deterioration of existing illnesses is considered unexpected if no treatment was administered by a doctor in the six months prior to taking out insurance (excluding check-ups)
  - b) Severe injury through accident
  - c) Breakage of artificial limbs or loosening of transplanted joints
  - d) Death
  - e) Adverse reaction to vaccinations
  - f) Discovery of pregnancy following the start of insurance coverage, or complications to an existing pregnancy
  - g) Damage to property as a result of fire, explosion, burst water pipes, natural hazards or crimes committed by third parties (e.g. burglary), provided the damage is significant or the presence of the insured person is required to process the case
  - h) Redundancy due to unexpected termination of employment by the employer for operational reasons
  - i) The start of employment, provided the person was registered as unemployed when booking travel and the employment agency agreed to the journey
  - j) Retaking a failed exam or sitting a follow-up exam for school or university education, provided travel was booked before the date of the failed exam and the date of the re-sit / follow-up exam unexpectedly falls within the period of the insured journey, or within 14 days of the scheduled end of the journey; for high-school pupils: unexpected failure to graduate to the next class (based on the latest interim report)
  - k) For school trips: Definitive exclusion from the class, for example due to failure to graduate to the next class or changing school;
  - l) A change of employer, provided the former employment was based on a permanent contract, the journey was booked before the change of employer was known and the travel period falls within the probationary period of the new position, up to a maximum of the first six months in the new position;
  - m) Separation from a spouse and filing for divorce (or official proof of separation if the year of separation is not yet over) immediately before the married couple concerned undertake a joint trip;
  - n) Receipt of an unexpected court summons by the insured person, provided the court concerned does not accept the booking of the journey as grounds for postponing the summons.
2. Persons at risk include
  - a) The insured person's family members
  - b) Those providing care to minors or other family members in need of care who are not travelling
  - c) Fellow travellers and their family members and caregivers, provided no more than twelve adults and two further accompanying minors have booked the journey together. Accompanying family members are always considered persons at risk.

##### § 3 Cancellation Information Service

1. The Cancellation Information Service informs the insured person about his/her cancellation options (when he/she should cancel) if the insured person falls ill, suffers injury through accident or some other insured event occurs after booking the journey. The occurrence of an insured event must be reported without delay in order to use this service, and a fully completed application including the necessary attachments must be submitted.
2. If the journey cannot be undertaken despite an assessment of the Cancellation Information Service to the contrary, cancellation shall be deemed to have been effected without delay if it is carried out at the time that the incapacity to travel becomes clear.
3. If the insured person does not cancel the journey at first despite being advised to the contrary by the Cancellation Information Service, and if he/she is later unable to undertake the journey on account of the same illness, injury or other insured event, the insurers shall only pay indemnity up to the amount of the cancellation fees that would have been incurred if cancellation had been effected without delay.

##### § 4 Delayed commencement of travel

The insurers shall reimburse any substantiated additional travel costs and a portion of the travel price for travel services not received on location if the commencement of the journey is delayed by at least two hours due to an insured event or a delay in public transport. Additional costs shall be reimbursed according to the originally booked type and quality of service up to the cancellation costs that would have been incurred if the journey had not been undertaken.

##### § 5 Exclusions

There is no insurance protection for

- a) mental disorders and addictive disorders;
- b) in the case of ailments due to psychological reaction or fear of war events, unrest, acts of terrorism or air accidents;
- c) in the case of medical measures on donor organs and other auxiliary equipment (e.g. hearing aids, pacemakers, etc.).
- d) for visa charges.
- e) charges owed to the travel agent only as a result of cancellation and other charges (e.g. visa fees etc.) are not insured.

##### § 6 Deductible

Unless otherwise agreed, the insured person shall pay a deductible of 20% of the reimbursable damages, but at least EUR 25.00 per person/object. This is waived in full for insurance products with no deductible.

##### § 7 Additional duties following the occurrence of an insured event

1. The insured person is required
  - a) To cancel his/her journey without delay following the occurrence of an insured event in order to keep cancellation costs low, and to submit the booking cancellation and original proof of insurance;
  - b) To inform the Cancellation Information Service without delay about the occurrence of an insured event;
  - c) To substantiate any serious injury through accident, unexpected severe illness, pregnancy, breakage of artificial limbs, loosening of transplanted joints or adverse reaction to vaccinations by means of a medical certificate, and mental illnesses by means of a medical certificate from a psychiatrist;
  - d) If existing medical conditions deteriorate, suitable documentation of the progress of the condition and any treatments or examinations are to be submitted for the six months prior to taking out insurance until the insured event occurred (day of claim);
  - e) To substantiate the insured event, at the request of the insurers:
    - To submit a certificate of incapacity to work
    - To allow the insurers to obtain a medical certificate regarding the nature and severity of the illness and inability to reasonably expect the insured person to undertake the journey, and to consent to the necessary examination by the physician;
  - f) To submit a death certificate in the event of a death;
  - g) To substantiate any other claims by means of suitable documentation;
  - h) In the event of reduced working hours pursuant to part A Sec. 2 (2), to submit confirmation from the employer regarding the date of the resolution, duration of reduced working hours and the extent to which the insured person's entitlement to compensation has been reduced provided this has been agreed to by contract with the tour operator and indicated on the booking confirmation / invoice;
  - i) In the event of claims under the travel guarantee pursuant to part A Sec. 2 (3), to substantiate participation in the journey, unexpected termination for operational reasons and the payment of the residual amount by means of suitable documentation, provided this has been agreed to by contract with the tour operator and indicated on the booking confirmation / invoice.
2. I Sec. 5 (2) shall apply *mutatis mutandis* in the event that the above duties are violated.

### B

#### Travel curtailment insurance

##### § 1 Insured events / persons at risk

The events / persons at risk set forth in A Sec. 2 (1a – g) and Sec. 2 (2) are covered.

##### § 2 Travel services not used

The insurers shall reimburse

- a) A pro rata portion of the travel price for travel services not received on location, provided the journey is curtailed due to an insured event;
- b) A pro rata portion of the travel price for travel services not received, provided the insured person is temporarily unable to avail him/herself of a travel service on account of in-patient treatment for an unexpected severe illness or serious injury.

### § 3 Additional costs insurance (unscheduled curtailment / interruption of the journey)

- Subject to the stipulated conditions, the insurers shall reimburse
  - The additional costs for the return journey in the event of the unscheduled curtailment of travel due to an insured event;
  - The additional costs of the return journey if the insured person misses a connection due to a delay in public transport of at least two hours, delaying their journey home;
  - Necessary, adequate and proven additional costs additional costs for catering and accommodation up to EUR 150.00 incurred as a result of events pursuant to a) or b)
  - Additional costs for unscheduled return travel or an extended stay due to natural hazards at the travel destination or at the insured person's place of residence, provided the journey cannot end as scheduled as a result or the insured person's presence is required at their place of residence
  - The additional cost of accommodation if the insured person or an accompanying person at risk is unable to travel due to serious injury or unexpected serious illness and is therefore unable to conclude the journey as scheduled
    - Up to EUR 2,500.00 if an accompanying person at risk is undergoing in-patient treatment
    - Up to EUR 750.00 if the insured person or an accompanying person at risk is undergoing out-patient treatment
  - Costs for catching up with the travel group if the insured person is temporarily unable to travel with the booked tour (including cruises) due to an insured event, up to a maximum of a pro rata portion of the travel price for the travel services not received on location
- Insurance coverage pursuant to 1. a) – f) is subject to the condition that the corresponding travel services (accommodation, return journey) have all been booked and insured. The reimbursement of costs is based on the type and quality of service originally booked.

### § 4 Exclusions

There is no insurance protection for

- mental disorders and addictive disorders;
- in the case of ailments due to psychological reaction or fear of war events, unrest, acts of terrorism or air accidents;
- in the case of medical measures on donor organs and other auxiliary equipment (e.g. hearing aids, pacemakers, etc.).
- for visa charges.

### § 5 Deductible

Unless otherwise agreed, the insured person shall pay a deductible of 20% of the reimbursable damages, but at least EUR 25.00 per person/object. This is waived in full for insurance products with no deductible.

### § 6 Additional duties following the occurrence of an insured event

The provisions of A Sec. 6 (1) c) to g) and 6 (2) apply.

## C

### Rebooking fee insurance

#### § 1 Scope of insurance coverage

In the event of rebooking within the same season (e.g. catalogue term summer or winter season) up to 42 days prior to the commencement of travel, the insurers shall reimburse contractually agreed rebooking fees up to EUR 40.00 per insured person and up to EUR 40.00 per property in the case of booked properties.

## D

### Travel health insurance

#### § 1 Subject of insurance

The insurers shall pay indemnification for the costs of treating acute illnesses and accidents occurring during the insured journey abroad, as well as for medical transport and repatriation in the event of death. "Abroad" refers to countries other than the country in which the insured person has a permanent residence.

#### § 2 Medical treatment abroad

- The insurers shall reimburse the costs of any necessary medical treatment carried out or ordered by physicians while abroad. This includes, but is not limited to
  - In-patient treatment in hospital including operations;
  - Out-patient medical treatment;
  - Medications, remedies and dressings;
  - Medical treatment of premature babies up to EUR 100,000.00;
  - Analgesic dental treatments including simple fillings and repairs to dental prostheses up to a total of EUR 350.00 per insured event;
  - Aids (e.g. walking aids, rent for a wheelchair, prosthetics), insofar as they become necessary for the first time following an accident or illness, up to a total of EUR 350.00 per insured event;
  - Massages, fango treatments, acupuncture, unless these treatments are offered as part of a spa visit.
- The insurers shall reimburse the costs of the medical treatment until the day that the insured person can be transported, provided medical transport is not possible by the end of the insured journey on account of the insured person's incapacity to travel.

- In the event of medically necessary full in-patient treatment abroad, the insured person may opt for a daily hospital rate of EUR 50.00 per day for a maximum of 30 days from the start of in-patient treatment, instead of the reimbursement of costs. The insurers must be notified without delay following the start of in-patient treatment if this option is to be exercised.
- In derogation from Sec. 1, insured persons with a permanent residence in Germany also receive a daily hospital rate pursuant to Sec. 2 (3) when travelling within Germany.
- If a co-insured child up to 12 years of age requires in-patient treatment, the insurers shall reimburse the cost of accommodating an accompanying adult at the hospital (rooming in).
- The costs of calling the emergency hotline are reimbursed up to EUR 25.00 per insured event.

### § 3 Medical transports / repatriation

The insurers shall reimburse costs for

- The medically expedient and justifiable return transport of the insured person to his/her place of residence or the nearest suitable hospital to his/her place of residence;
- Medical transports to the hospital for in-patient treatment abroad, and back to the accommodation at the travel destination;
- Transfer to the place of burial or burial abroad.

### § 4 Exclusions / limitations

- Insurance does not cover
  - Medical treatments that constitute the reason for travelling;
  - Medical treatments which the insured person knew upon commencement of travel would have to take place for medical reasons if the journey went ahead as scheduled;
  - Medical treatments due to the deterioration of existing conditions, provided they were foreseeable before the first day of travel;
  - Hypnosis, psychoanalytic and psychotherapeutic treatments;
  - Massages, fango treatments, acupuncture and treatments provided as part of a stay at a spa or sanatorium;
  - Dental treatments and expenses for aids and prostheses in excess of the scope defined by Sec. 2 (1 e and f);
  - costs of accident or sickness whose (co-)cause is the influence of alcohol or drug abuse, as well as abuse of intoxicants/narcotics, sleeping tablets or other narcotic substances;
  - Nursing care or involuntary commitment.

### § 5 Additional duties following the occurrence of an insured event

- The insured person is required
  - To contact the emergency hotline without delay before the start of in-patient treatment or before the medical return transport
  - To submit the original invoices or duplicates with an original reimbursement stamp of another service provider for the services provided to the insurers. These become the insurers property.
- § 5 (2) shall apply mutatis mutandis in the event that the above duties are violated.

### § 6 Deductible

Unless otherwise agreed, the insured person shall pay a deductible of EUR 100.00 per insured event. This is waived in full for insurance products with no deductible.

## E

### 24-hour emergency insurance

#### § 1 Subject of insurance

The insurers provide assistance via the 24-hour emergency hotline in the following emergencies that could befall the insured person during his/her journey.

#### § 2 Illness / accident

- Medical care at the travel destination
  - On request, the emergency hotline will provide information (before and during the journey) about the medical treatment options available, and will give the name of a German or English-speaking doctor if possible;
  - If the insured person requires medications that he/she has lost during the journey, the emergency hotline will arrange the procurement and delivery of replacements. The insured person must repay the cost of the medication within one month of receiving the invoice.
- Stay at a hospital  
The emergency hotline will provide the following services if the insured person requires in-patient treatment at a hospital:
  - Care  
If required, the emergency hotline will establish contact with the respective GP and the treating clinicians via its own doctor, and will ensure that information is transferred between all doctors involved
  - Visits  
If desired, the emergency hotline will organise for a person close to the insured person to be transported to the place where he/she is in hospital and back to their place of residence, provided the hospital stay is expected to last more than five days. The insurers shall bear the cost of transport.

c) **Cost assumption guarantee and settlement**

The emergency hotline is authorised by the insurers to provide the hospital with a cost assumption guarantee of up to EUR 15,000.00. It shall handle settlement with the respective healthcare providers on behalf of and in the name of the insured person. If these do not assume the amounts paid out by the insurers, the insured person shall pay them back to the insurers within one month of receiving the invoice.

**3. Medical return transport**

As soon as it is medically expedient and justifiable, the emergency hotline will organise the medical return transport of the insured person using medically adequate means of transport (including air ambulance) to the place of residence of the insured person or the nearest suitable hospital to his/her place of residence.

**§ 3 Death**

If the insured person dies during the journey, the emergency hotline will organise for them to be buried abroad or transferred to the place of burial at the request of the survivors.

**§ 4 Search and rescue costs**

If the insured person suffers an accident and must be sought and/or rescued as a result, the insurers shall bear the costs up to a maximum of EUR 10,000.00.

**§ 5 Loss of means of payment, travel documents and baggage**

1. If the insured person runs into financial difficulty as a result of losing his/her means of payment, the emergency hotline will establish contact with his/her bank and help it transfer the amount provided. Should it prove impossible to contact the bank within a 24-hour period, the insurers shall provide the insured person with a loan of up to EUR 1,500.00. This loan must be repaid to the insurers within a month of the end of the journey.
2. The emergency hotline will help with the cancellation of credit or debit cards if they are lost. However, the emergency hotline is not liable for the proper implementation of the cancellation or for any losses incurred.
3. The emergency hotline will help replace lost travel documents.
4. The emergency hotline will help locate lost baggage.

**§ 6 Criminal prosecution measures**

If the insured person is imprisoned or threatened with imprisonment, the emergency hotline will help organise a lawyer and interpreter. The insurers will bear court, lawyer's and interpreter's fees up to EUR 5,000.00, as well as bail money of up to EUR 15,000.00. These amounts must be paid back to the insurers within three months of payment.

**§ 7 Transfer of information / emergency contact**

1. At the request of the insured person, the emergency hotline will provide information about the nearest diplomatic mission (address and telephone opening times) as well as the travel warnings and safety precautions issued by the Foreign Office of the Federal Republic of Germany.
2. In the event of changes to the travel itinerary or an emergency involving the insured person, the emergency hotline will attempt to pass information on to third parties at the insured person's request.
3. If contact with the insured person is lost during the journey, the emergency hotline will attempt to organise an emergency contact. The insurers shall bear the costs.

**§ 8 Rebooking**

The emergency hotline can be of assistance in the event of rebooking if the insured person

- a) Misses a booked means of transport, or if booked means of transport are delayed or cancelled;
- b) Makes an unscheduled return journey due to an emergency;
- c) Is unable to commence or continue the booked journey due to the overbooking of a means of transport.

**§ 9 Psychological assistance**

If the insured person becomes involved in an acute emergency and requires psychological assistance, the emergency hotline will provide psychological first aid by telephone.

**§ 10 Care and return of minors**

If an accompanying minor can no longer be cared for due to the death, serious injury or unexpected severe illness of a co-insured person who was caring for the child, the insurers shall arrange for the care of the child and for the child to be returned to its place of residence, and shall bear all of the associated costs. The insurer shall bear the costs for this.

**§ 11 Additional duties following the occurrence of an insured event**

1. The insured person must contact the emergency hotline without delay in order to take advantage of its assistance services in an emergency.
2. I Sec. 5 (2) shall apply *mutatis mutandis* in the event that the above duties are violated.

F

**Baggage insurance**

**§ 1 Insured items**

Insured baggage includes all of the items of property required by the insured person to travel, including gifts and souvenirs.

**§ 2 Subject of insurance**

**1. Carried baggage**

The insurers shall pay indemnification if carried baggage is lost or damaged as a result of crimes committed by third parties, accident during transport, fire, explosion or natural hazards.

**2. Surrendered baggage**

The insurers shall pay indemnification

- a) If surrendered baggage is lost or damaged while it is in the care of a transport company, storage facility or place of accommodation.
- b) For necessary replacement purchases up to EUR 500.00 per insured event, if surrendered baggage does not reach its destination at the same time as the insured person due to delays in transport.

**§ 3 Exclusions / limitations**

**1. Insurance does not cover**

- a) Money, securities, tickets or any documents except for official ID and visas
- b) Subsequent financial damages
2. Limitations of insurance coverage:
  - a) Glasses, contact lenses, hearing aids and prosthetics as well as mobile phones, all with their respective accessories, are insured up to the value of EUR 250.00;
  - b) Computing devices and software, including accessories, are insured up to a total value of EUR 500.00;
  - c) Video and photographic devices including accessories, jewellery and valuables are not insured as surrendered baggage. As carried baggage, these items are insured up to a total of 50% of the insured amount;
  - d) Sports equipment including accessories is insured up to a maximum of 250 Euro if it is used under normal conditions of use.
  - e) Gifts and souvenirs are insured up to the value of 15% of the insured amount;
  - f) Damage to baggage while camping is only covered by insurance on official camping sites;
  - g) Baggage in a parked motor vehicle and any attached containers is only insured if the vehicle and the containers are secured by lock and key, and the loss or damage occurs between 6.00 a.m. and 10.00 p.m. Insurance coverage applies at any time for interruptions to driving of no longer than two hours each.
3. If the insured person brings about the damage or loss through gross negligence, the insurers shall be entitled to reduce its payments in proportion to the degree of culpability on the part of the insured person.

**§ 4 Amount of indemnity**

If an insured event occurs, the insurers shall reimburse

- a) The amount generally required to acquire new items of the same type and quality, less an amount reflecting the condition of the insured item (age, wear and tear, use etc.), for items which have been lost or destroyed (fair value)
- b) The necessary repair costs and any remaining impairment in value up to fair value for damaged items;
- c) The material value of films as well as visual, audio and data media;
- d) The official fees for replacing official ID and visas.

**§ 5 Additional duties following the occurrence of an insured event**

1. The insured person is obliged to report damages as a result of criminal activities without delay to the nearest competent or available police station, submitting a list of all items lost, to have this list confirmed and to provide the insurers with a certificate in this regard.
2. Damage to surrendered baggage must be reported to the transport company, place of accommodation or storage facility without delay. Damage that is not externally apparent must be reported in writing without delay upon discovery and in accordance with the respective deadline for complaints, within seven days of receiving the baggage at the latest. Corresponding confirmations must be submitted to the insurers.
3. I Sec. 5 (2) shall apply *mutatis mutandis* in the event that the above duties are violated.

**§ 6 Deductible**

Unless otherwise agreed, the insured person shall pay a deductible of EUR 100.00 per insured event. This is waived in full for insurance products with no deductible.

**In the event of discrepancies arising from the translation into English, the German wording shall be authoritative.**

All administration, contracts and claims are handled by MDT travel underwriting GmbH on behalf of the lead insurer DFV Deutsche Familienversicherung AG and other participating insurers.

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 mdt travel



## Glossary for the travel insurance terms and conditions of MDT travel underwriting GmbH – for DFV Deutsche Familienversicherung AG and other participating insurers (VB MDT 2016-D/Fincallorca)

### Abroad

"Abroad" refers to countries other than Germany and other than the country in which the insured person has a permanent residence or in which the insured person regularly spends more than 3 months out of the year. For the conclusion of the insurance, the nationality of the insured person is not decisive but rather Germany as the place of signing. There is also insurance protection for trips not booked in Germany.

### Accident

An accident has occurred for the purposes of travel accident insurance if the insured person suffers an injury to their person as a result of a sudden external event affecting their body through no fault of their own.

Insurance covers accidents that result in the death or long-term invalidity of the insured traveller.

### Baggage

Baggage includes all personal items with which a person is travelling, including gifts and souvenirs.

#### - Surrendered

Surrendered baggage is all baggage placed in the care of a transport company, a place of accommodation or a storage facility (including the safe in a hotel room, for example).

#### - Carried

Carried baggage is all baggage that has not been surrendered or placed in the care of a transport company, and is on the person of the insured person (hand luggage, for example).

### Cancellation

If a journey is cancelled before departure or not commenced, this is considered a cancellation.

### Caregiver

Caregivers are persons providing care to family members of the insured person who are either minors or otherwise in need of care, whether they are travelling or not.

### Change to a booking

A change to a booking is insured by rebooking fee insurance if changes are made to the date of travel, destination, travellers, place of departure, accommodation or mode of transport within the same season, up to a maximum of 42 days prior to departure.

In the event of a more short-term change to a booking (fewer than 42 days prior to departure), rebooking fees charged by the tour operator in case of an insured event are insured up to a maximum of the cancellation fees incurred in connection with the travel cancellation insurance.

### Check-ups

Check-ups are regular medical assessments carried out to determine state of the patient's health (these include urine tests, a physical check including listening to the heart and checking the joints, measuring blood pressure, ECG etc.). They are not carried out in response to a particular occurrence (such as the emergence of complications or complaints, or follow-up checks required after an operation), nor do they serve to treat the illness (such as allowing or accelerating recovery, remedying or mitigating symptoms, restoring physical or mental function through the direct or indirect intervention of doctors, therapists, medical personnel and/or the prescription of medications or other therapeutic measures).

### Commencement of travel

For the purposes of travel cancellation insurance, the journey is considered to have been commenced upon receipt of the first booked travel service.

For the purpose of travel cancellation insurance, the following specific events are considered to constitute commencement:

- For flights: checking in (or the passenger security check on the day of travel if check-in was carried out the prior evening),
- For travel by ship: checking in on board the ship,
- For travel by bus: boarding the bus,
- For travel by rail: boarding the train,
- For travel by car: the handover of a rental car or mobile home,
- For travel with a private passenger car: receipt of the first booked travel service, for example handover of the booked holiday apartment.
- If a transfer service (such as rail & fly) constitutes an integral part of the journey as a whole, travel commences with the transfer journey (boarding the vehicle for transfer, e.g. train).

For all other forms of travel insurance, travel commences upon departure from the insured person's residence.

#### - Delayed commencement of travel

The commencement of travel is considered delayed if an event occurs that is covered by insurance, or if a means of public transport is delayed by at least two hours.

### Curtailment of travel

A journey is considered to have been curtailed if the insured person ends their stay at the travel destination and returns home.

### Damage to rented property

Damage to rented property consists of damage to rented holiday homes, holiday flats and other premises in buildings that are leased for private purposes while travelling, e.g. damage to bathroom fixtures, doors, walls and floors.

### Fair value

Fair value is the amount generally required to acquire new items of the same type and quality, less an amount reflecting the condition of the insured item (age, wear and tear, use etc.).

### Family

A family may consist of a maximum of two adults with at least one accompanying child, regardless of the degree of relatedness. Adult children are co-insured provided they are still in education. A small group (e.g. 2 teachers with pupils) cannot be considered a family, for example.

### Family members

Family members include the spouse or civil partner, children, parents, adopted children, adoptive parents, step-children, step-parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, sons/daughters-in-law and brothers/sisters-in-law of the insured person. There are generally no limits on the degree of relatedness. However, the existence of a relationship must be substantiated.

### Force majeure

Force majeure is when the event causing damage is external, i.e. does not stem from the nature of the object at risk (objective precondition), is unforeseeable, does not demonstrate any operating relationship and the event could neither have been averted nor made harmless even by exercising the most extreme, reasonably expected degree of care (subjective precondition). Force majeure generally requires the completely unexpected occurrence of such an event.

### Gross negligence

Actions are considered **grossly negligent** if the perpetrator "does not apply the necessary care in a particularly severe manner, even the simplest most apparent consideration is not given and thought is not given to that which should occur to anybody in the given circumstances". Grossly negligent breaches of duty are inexcusable and significantly exceed customary proportions.

### Group contract

A group contract is in place between the insurer(s) and the tour operator as policyholder. The traveller enters into said group insurance contract, and is therefore an insured person.

### Higher authority – interventions and directives from higher authority

Intervention or directives from higher authority refers to a legal or illegal act of state (e.g. confiscation).

### Identity papers

Reimbursement of official fees for the replacement of identification and vehicle documents, such as ID card, passport, driver's license etc. The official fees for replacing identity papers are reimbursed.

### Illness (unexpected severe illness)

An illness is considered unexpected if it occurs for the first time after the insurance is taken out. The deterioration of existing illnesses is considered unexpected if no treatment was administered by a doctor in the six months prior to taking out insurance (excluding check-ups).

### Pre-existing condition

A pre-existing condition is an illness suffered at the time of concluding a contract or taking out insurance of which the insured person is aware. This includes all chronic illnesses, but also illnesses that occur in acute episodes such as multiple sclerosis or AIDS, as well as chronic mental illnesses.

### Insured persons

Insured persons are the group of people listed by name on the insurance certificate / travel booking confirmation or the payment receipt, or described in the insurance certificate / travel booking confirmation.

### Invalidity

The long-term impairment of physical and/or mental faculties on account of an accident, which may also result in a long-term inability to work.

### Medical expediency

The assessment of whether a return transport is medically expedient and justifiable is carried out by an advising doctor for the insurers in consultation with the doctor providing treatment in the destination country (and potentially in consultation with the customer's doctor in Germany).

This is the case, for example, if the chances of recovery in Germany are better than in the destination country.

**Medical necessity**

A treatment is considered to be a medical necessity if it can be argued that it is medically necessary according to objective medical assessments and scientific knowledge at the time of the treatment. Medical services or treatments are therefore only to be deemed a medical necessity or appropriate if

- They are required in order to diagnose or treat the condition, illness or injury of a patient,
- The complaints, diagnosis and treatment match the underlying illness,
- The services and treatments constitute the most appropriate type and degree of medical care, and
- Said service and treatments are only performed for an appropriate period of time.

**Medical transport**

A medical transport is any transport carried out in an ambulance with proper medical care provided by trained personnel.

**Natural hazard**

Natural hazards are triggered by forces of nature. These include lightning strike, fire, explosions, earthquakes, volcanic eruptions, storms, avalanches, flooding and rock/landslides.

**Necessary and reasonable additional costs**

Necessary and reasonable additional costs are costs arising from an unavoidable situation and based on the originally booked type and quality of insured travel service.

**Object**

Objects include holiday homes and apartments, mobile homes, rental cars, houseboats, chartered yachts, motorail trains and ferries. These are insured as part of the total travel price with the family / object tariff.

**Pandemic**

A pandemic is when an infectious disease has broken out in large regions of one or more continents (phase 6 of the World Health Organization's pandemic alert system).

Claims in connection with pandemics are covered in all insurance products.

**Public transport**

Public transport refers to all air, land or sea vehicles authorized to carry members of the public. Means of transport that operate tours are not considered public transport; nor are rental cars or taxis.

**Reasonable expectation**

Travel can be reasonably expected if an average person in the travellers situation would consider travel to be acceptable, bearable, or feasible/practical according to objective standards. Purely subjective sensibilities have no bearing.

**School / college**

Schools are all educational establishments that are suitable for completing statutory compulsory schooling, as well as establishments that lead to a qualified certificate of secondary education, a school-leaving certificate, general qualification for university entrance, specific qualification for university entrance or any other certificate of education recognized by the relevant national laws on school education:

all technical colleges and universities offering academic degrees; part-time (vocational) schools and schools at which a title (e.g. Master Craftsman) can be achieved that is recognized by the chambers of industry and commerce or chambers of handicrafts following a specified period of vocational practice.

**Seismic events**

Variable, reversible deformation of the earth or its geology/geological formations, for example as a result of earthquake, marine quake etc.

**Substantiation**

As a matter of principle, all insured events must be substantiated by the corresponding written documents and confirmations. Suitable documents include insurance certificates and booking confirmations, booking cancellations, certificates from physicians and medical specialists, certificates of incapacity to work, confirmations or certificates from government offices, authorities, relevant professionals and other parties of a nature that is congruent with this list. **Terrorism**

Terrorism is the systematic spreading of fear and terror through acts of violence, particularly in pursuit of political goals, for example.

**Travel service**

Travel services include booking a flight, ship, bus, train, bus transfer or any other mode of transport to the vacation destination or back, as well as booking a hotel room, a holiday apartment, a mobile home, a houseboat or chartering a yacht. Travel services are listed in the booking confirmation, together with a price.

**Without delay**

With no culpable hesitation.

In the case of an event that is covered by travel cancellation insurance in particular, cancellation should be effected as early as possible in order to keep the cancellation fees as low as possible (duty to avert, minimize or mitigate cost), bearing in mind the staggered cancellation fees charged by the tour operator or service provider.

Please also note the free cancellation information service in this regard.