

Insurance Terms and Conditions for the Tomorrow Change account model  
VB-RKS 2026 (Tomorrow Change)

We are HanseMerkur Reiseversicherung AG, based in Hamburg and BD24 Berlin Direkt Versicherung AG, based in Berlin. The policy holder is Tomorrow GmbH, which has concluded the insurance contract with us.

You are the insured person, as long as you are an account holder with our policyholder. We refer to the insured person in these Insurance Terms and Conditions as "you". These Insurance Terms and Conditions apply to the policyholder and the insured person.

In the interests of readability, masculine grammatical forms are generally used. They include all genders. The Insurance Terms and Conditions consist of four sections.

In Section I, you will find information about the insured persons, deadlines for taking out the insurance and premium payments in particular. Section II sets out the scope of benefits of the insurance policies.

Section III contains an excerpt from the German Insurance Contract Act (VVG). Additional information about the travel insurance can be found in Section IV.

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Sections I and III apply to all the types of insurance. Section IV applies to the emergency insurance.

## Section I – General Provisions

### 1 Insurance cover

#### 1.1 Who is covered by the insurance?

- 1.1.1 The
- foreign travel health insurance
  - emergency insurance
  - ticket insurance

covers the holder of an existing account with Tomorrow Bank and their family, i.e. one additional adult and any children under the age of 18, up to a total of 6 persons. Children of adult age are insured up to their 27th birthday as long as they are still in education.

- 1.1.2 If the holder of the existing account with Tomorrow Bank is not travelling themselves, only the following persons are deemed to be insured:

a) Adults:  
spouse or partner cohabiting with the cardholder.

b) Children:  
biological children of and children living in the same household as the cardholder up to their 18th birthday.

- 1.1.3 For travel with the cardholder, the following persons are also deemed to be insured:

a) Other accompanying adults:  
spouse, civil partner, partner not living in the same household, brothers-in-law, sisters-in-law, brothers, sisters, half brothers, half sisters, step brothers, step sisters, parents, grandparents, step parents, adoptive parents, parents-in-law, and adult children of the cardholder and of the adults listed here.

b) Accompanying children:  
biological children, adopted children, step children, grandchildren and children-in-law of the cardholder and of the persons listed under a) up to their 18th birthday; adult children up to their 27th birthday as long as they are still in education.

- 1.1.4 Persons who have their permanent place of residence in the Federal Republic of Germany, a Member State of the EU or in Norway, Iceland or Liechtenstein are insurable. If a person does not meet the requirements of insurability, no insurance cover is provided.

- 1.1.5 Persons who:
- work for reward as a construction worker or sports person if the travel is for professional purposes;
  - are permanently dependent or are permanently unable to participate in normal life are not insurable and are not insured despite premium payments.

Assessment of participation in normal life requires consideration in particular of the person's mental condition and their objective living circumstances. A person is dependent if they largely require the help of other people for normal activities of daily life.

#### 1.2 When does the cover begin and end?

- 1.2.1 Your cover for
- foreign travel health insurance
  - emergency insurance
  - ticket insurance

commences when you make use of the account, provided that the account contract has come into force. This occurs on your first use of the account (e.g. for account transactions, withdrawal of money from a cashpoint). No benefits are provided for insured events that occur before the start of the insurance cover.

- 1.2.2 The insurance cover ends
- at the time of termination of the account contract;
  - for all insured persons on the death of the account holder.
- In the case of the death of the account holder when travelling, the insurance cover for the other insured persons remains in place until the end of the current trip.

**Note:** Please also note the information about the start and end of the respective insurance cover in Section II.

### 1.3 What trips are covered by the insurance?

The insurance cover applies to all travel abroad, unless the provisions of Section II stipulate otherwise.

Abroad within the meaning of these Terms and Conditions is anywhere except the territory of the Federal Republic of Germany and the territory of the state in which the insured person has their permanent place of residence.

**Note:** The scope of cover of the individual types of insurance described in Section II must also be observed.

### 1.4 When do we pay the compensation?

1.4.1 We make compensation payments within 2 weeks. The preconditions are:

- that our obligation to perform is established in terms of both grounds and amount;
- that the necessary evidence is available to us – this becomes our property.

This period is suspended as long as we are unable to assess your claim for reasons for which you are responsible.

1.4.2 We convert your costs in any foreign currency into EUR at the exchange rate on the day on which we receive the receipts. The official exchange rate applies, unless you bought the foreign currency to pay invoices at a less favourable rate. We may deduct the following costs from your benefit:

- costs for the transfer of benefits abroad;
- costs for special forms of transfer that you have commissioned.

1.4.3 You may also have travel insurance cover with other insurers. This may be statutory health insurance or another private insurer. If you have claims against other insurers, these take precedence.

You are entitled to no more than the actual costs incurred. If you have a claim to a benefit from several insurers, you can choose the insurer with which you file the claim.

If you report the claim to us first, we will reimburse the costs insured under this policy. We will then clarify with the other insurers whether and how they share in the costs. We do not require sharing of costs with private health insurance if this would disadvantage you, for example, through loss of the premium refund.

For further information, please see Clause 3.2.5.

### 1.5 Which legislation applies to the insurance policy?

**In addition to these provisions, the Insurance Contract Act (VVG) and German law apply.**

**Note on data protection:** We store your personal data to fulfil our obligations under the policy. For further information about data protection and your rights, please refer to [www.hmr.de/datenschutz/information](http://www.hmr.de/datenschutz/information) or contact us. We will be happy to provide you with a copy of the information.

### 1.6 When do claims to benefits lapse?

Claims arising from this insurance policy lapse after 3 years. The limitation period begins at the end of the year in which the benefit may be claimed. If a claim has been made by you, the limitation period is suspended until such time as our decision is communicated to you.

### 1.7 What court has jurisdiction?

You can take legal action against us in the competent court of the district in which

- we have our registered office;
- you have your place of residence;

- you habitually stay, if you do not have a fixed place of residence.

### 1.8 What form should a statement that you make to us take?

Declarations of intent and notifications to us must be in text form (letter, fax, email, electronic data carrier, etc.). The contract language is German.

### 1.9 Who can claim insurance benefits?

Only the account holder and the co-insured persons can claim insurance benefits. Other co-insured persons do not have a claim of their own against us, unless stipulated otherwise under the types of insurance in Section II.

### 1.10 Offsetting

The account holder may only offset against our claims if the counterclaim is uncontested or legally established.

## 2 Limitations of the insurance cover

2.1 We will not provide benefits if you:

- fraudulently attempt to misrepresent circumstances that are relevant to the grounds or amount of the benefit;
- have caused the damage intentionally.

2.2 Notwithstanding the other provisions of the policy, insurance cover is provided only to the extent and for as long as it is not contrary to directly applicable economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany.

This also applies to economic, trade and financial sanctions and embargoes of the United States of America, insofar as this is not contrary to legal regulations of the European Union (e.g. Blocking Regulation, Regulation (EC) No. 2271/96) or the Federal Republic of Germany (e.g. Section 7 Foreign Trade Regulation (AWV)).

**Note:** Please also note the limitations of cover for the individual types of insurance in Section II.

## 3 General information about making claims

### 3.1 How do you submit a claim to us?

For the foreign travel health insurance and emergency insurance, please contact:

BD 24 Berlin Direkt Versicherung AG  
Wrangelstraße 100  
10997 Berlin, Germany  
Tel.: +49 30 896 770-110.

You can also contact us by email:

[schaden@berlin-direktversicherung.de](mailto:schaden@berlin-direktversicherung.de)

(please include your insurance certificate number).

In emergencies, our 24-hour emergency assistance service is here to help. You can reach this at any time and from anywhere in the world on: +49 30 346 465 465.

For the ticket insurance, please contact: HanseMerkur Reiseversicherung AG, Claims Department, PO Box, 20352 Hamburg, Germany.

You can also contact us by email:

[reiseleistung@hansemerkur.de](mailto:reiseleistung@hansemerkur.de)

(please include your insurance certificate number).

### 3.2 What general duties (obligations) do you have in the event of a claim?

- 3.2.1 You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs.
- 3.2.2 You must provide all the information regarding the claim truthfully and completely. You must provide us with any information we need to be able to ascertain:
- whether an insured event exists;
  - whether and to what extent we will pay benefits.
- 3.2.3 Furthermore, you must provide us with evidence of payment for the travel services booked using the account, if this is a requirement of the insurance cover.
- 3.2.4 The account holder is obliged to provide evidence of relationships or of the existence of a marriage or civil partnership with the co-insured person.
- 3.2.5 Claims for compensation against third parties shall be transferred to us in accordance with the statutory regulation of Section 86 VVG up to the amount of the payment made. We shall ensure that this does not disadvantage you. If necessary, you are required to cooperate in the enforcement of the compensation claim.

**Note:** Please also observe the obligations for the individual types of insurance in Section II.

### 3.3 What are the legal consequences of breaches of duty (breach of obligations)?

If you breach any of the aforementioned duties or obligations of the individual insurance policies described in Section II, we shall be wholly or partially released from our obligation to perform. In this context, we comply with the regulations of Section 28(2–4) VVG. You will find this in Section III.

## Section II – Schedule of Benefits

### Foreign travel health insurance

(Insurer: BD24 Berlin Direkt Versicherung AG)

#### 1 Subject and scope of the insurance cover

- 1.1 We offer insured persons who are only travelling abroad temporarily insurance cover for unforeseen acute illnesses, accidents and other events specified in the policy. If an insured event occurs abroad, we will provide compensation for expenses for usual local costs of

- a) medical treatment;
- b) other benefits listed in Clause 3;
- c) medically essential repatriation of the insured person on the instruction of a doctor to the nearest suitable hospital to the place of residence of the insured person;
- d) repatriation of mortal remains or a funeral abroad.

No benefits are provided for further treatments within Germany.

- 1.2 Insured events are medically essential treatment of an insured person for an acute illness or the consequences of an accident. The insured event starts with the treatment; it ends when there is no further need for treatment on medical advice. If the treatment must be extended to an illness or consequence of an accident that is not causally related to the treatment up to that point, a new insured event comes about. Insured events also include examination and medically essential treatment for pregnancy and death.

- 1.3 The scope of cover is determined by these Insurance Terms and Conditions and the legal provisions of the Federal Republic of Germany.

#### 2 Start, duration and end of the insurance cover

##### 2.1 Start and duration

Insurance cover is provided for the first 62 days of all temporary travel abroad on which the insured person embarks after the start of the insurance policy.

Specifically, the insurance cover commences on leaving the Federal Republic of Germany or the territory in which the insured person has their registered place of residence, provided that the travel does not commence before the account has been used. In the case of travel abroad for more than 62 days, the insurance cover exists only for the first 62 days of the period abroad.

##### 2.2 End

The insurance cover ends, including for insured events that have not yet been concluded,

- a) at the end of the period abroad, i.e. on return to the Federal Republic or the territory in which the insured person has their place of residence;
- b) at the latest on expiry of the first 62 days of the period abroad.

#### 3 Scope of the obligation to provide benefits

##### 3.1 Medical treatment costs

We will reimburse the costs customary in the local area that are incurred for essential medical treatment in the official currency of the country of destination during the period abroad. While abroad, the insured person has a free choice of legally recognised and licensed doctors and dentists in the country of destination, provided that they charge in accordance with the applicable official fee regulations for doctors and dentists – if applicable – or charge the fees customary in the local area. We will provide benefits in the contractually agreed scope for examination and treatment methods and medication that are generally accepted by conventional medicine in Germany. We will also provide benefits for methods and medication that have proven to be equally likely to succeed in practice or that are used because there are no conventional medical treatments or medication available. We may, however, reduce our benefits to the amount that would have been incurred for the use of existing conventional medical methods or medication. Treatments within the meaning of these Terms and Conditions include:

- a) medical treatments including medically essential pregnancy treatments caused by acute conditions, births up to the end of the 36th week of pregnancy (premature births), treatments for miscarriage and medically essential terminations;
- b) medically prescribed medication and surgical dressings (nutritional supplements, tonics and cosmetic treatments are not deemed to be medication even if they are medically prescribed);
- c) medically prescribed radiation, light and other physical treatments;
- d) medically prescribed massages, medicinal packs, inhalations and physiotherapy up to a total of €300.00 per trip;
- e) medically prescribed aids that become necessary for the first time as a result of an accident and serve to treat the consequences of an accident;
- f) x-ray diagnosis;
- g) urgent inpatient treatments, provided that they take place in an establishment that is generally recognised as a hospital in the country of destination, is under constant medical supervision, has adequate diagnostic

and therapeutic facilities and keeps medical records. In place of reimbursement of costs, a daily hospital allowance of €30.00 per day may be paid;

- h) transport to the nearest reachable doctor/hospital for treatment and back to your accommodation;
- i) urgent operations;
- j) pain-relieving preservative dental treatment, including simple fillings and repair of existing dentures.

### 3.2 Daily hospital allowance

In the case of medically essential inpatient treatment (within the meaning of Clause 3.1 g) for co-insured children up to the age of 10, a daily hospital allowance of €30.00 per day is paid for a maximum of 21 days.

### 3.3 Repatriation

If repatriation to the nearest suitable hospital to the insured person's registered place of residence is deemed medically essential following consultation between our company doctor and the attending physician abroad, transport will be arranged by our company doctor. Repatriation is medically essential if adequate medical treatment is not guaranteed in the country of destination. We meet the costs of repatriation and the costs of an accompanying person, where accompaniment is medically essential, ordered by the authorities or prescribed by the appointed transport company.

### 3.4 Hospital visits

If it has been established that an insured person must receive inpatient treatment in a hospital for more than 10 days, we will provide the following benefits:

- organisation of a person close to the insured person to travel to the location of the hospital and back to their place of residence;
- cover for their outward and return travel costs in economy class;
- cover of up to €100.00 per night for accommodation costs for a maximum of 8 nights in a hotel.

The precondition, however, is that the insured person is still in hospital by the time the relative or friend arrives.

### 3.5 Repatriation of mortal remains

In the event of the decease of an insured person, we shall reimburse the costs of the repatriation of their mortal remains to their permanent place of residence.

### 3.6 Funeral expenses abroad

We will reimburse funeral costs up to the amount that would have been incurred by repatriation of mortal remains. The costs of the grave, gravestone and funeral service are not reimbursable.

### 3.7 Additional benefits abroad

If an illness during the period abroad requires treatment beyond the end of the insurance cover because the return journey is not possible due to demonstrable unfitness for travel and/or if return transport is medically essential, there is an obligation to provide benefits within the framework of these Terms and Conditions for a further period of 3 months.

## 4 Limitation of the obligation to provide benefits

4.1 There is no obligation to provide benefits:

- a) for treatments abroad that were the sole reason or one of the reasons for travel;
- b) for treatments in cases where it was known that such treatment would be necessary if the trip was undertaken as planned,

unless the trip was undertaken because of the death of a spouse or a first-degree relative;

- c) for diseases, including their consequences, and for the consequences of accidents caused by acts of war or active participation in unrest and not expressly included in the insurance cover;
- d) for illnesses and accidents caused intentionally, including their consequences;
- e) for spa and sanatorium treatments and rehabilitation measures;
- f) for addiction withdrawal measures including withdrawal cures;
- g) for outpatient treatments in a spa or health resort. The limitation does not apply if the treatment is necessary because of an accident incurred while there. It does not apply in the case of illnesses if the insured person was only staying temporarily in the spa or health resort and not for the purposes of taking a cure;
- h) for expenses that arise for treatment methods and medication that are not generally recognised by the scientific community in the Federal Republic of Germany or in the country of destination;
- i) for medically prescribed aids, unless they become necessary for the first time solely as a result of an accident and serve to treat the consequences of an accident directly;
- j) for treatments carried out by spouses, parents or children. Verified material costs are reimbursed at the tariff rate;
- k) for treatments by persons with whom the insured person is living in their own home or where they are staying. Verified material costs are reimbursed at the tariff rate;
- l) for treatments or accommodation resulting from infirmity, the need for care or safekeeping;
- m) for psychoanalytical and psychotherapeutic treatments;
- n) for replacement teeth, pivot teeth, inlays, crowns, orthodontic treatment, prophylactic services, dental splints and braces, functional analysis and therapy and implant dentistry;
- o) for immunisations;
- p) for treatments for conditions of and/or damage to the reproductive organs;
- q) for suicide, attempted suicide and the consequences thereof;
- r) for treatments for HIV infections and their consequences;
- s) for medication, even if medically prescribed, which is a nutritional supplement, tonic or cosmetic treatment.

4.2 If a treatment goes beyond what is medically essential, we may reduce our benefits to an appropriate amount.

4.3 If there is a claim to benefits under statutory accident or pension insurance or to statutory health or accident care, we may deduct the statutory benefits from the insurance benefits, notwithstanding claims for daily hospital allowance.

## 5 Compensation from other insurance policies

If compensation may be claimed for an insured event under another insurance policy, the other insurance policy takes precedence over this policy. If the insured event is first reported to us, we will make advance payments. Section 1 Clause 3.2.5 also applies.

## 6 Payment of insurance benefits

6.1 We are only obliged to pay benefits if the following evidence – which becomes our property – is provided:

- a) original receipts that must include the name of the person treated, the name of the illness, details of the services provided by the attending physician including the type, place and period of treatment. If other insurance cover is in place for medical treatment costs and

- if this is used first, copies of invoices with reimbursement notes are sufficient as evidence;
- b) prescriptions must be submitted together with the doctor's invoice and invoices for medicines and medical aids;
- c) if a claim is made for daily hospital allowance, certification of the inpatient treatment by the hospital must be submitted, which includes the name of the person treated, the name of the illness and the dates of admission and discharge;
- d) evidence of the amount of costs that would have been incurred for a planned return journey if benefits are claimed for medically essential repatriation; in addition, a medical certificate from the attending physician abroad confirming the medical necessity of repatriation must be submitted;
- e) an official death certificate and a medical certificate for the cause of death if costs for repatriation of mortal remains or funeral are to be paid.

- 6.2 We are entitled to pay benefits to the provider or sender of proper evidence unless we have legitimate doubts as to the authenticity of the provider or sender.
- 6.3 Additional costs arising from payment transfers abroad or the use of special forms of transfer requested by the insured person may be deducted from the benefits.

## 7 Special obligations when an insured event occurs

(In addition to the general obligations specified in Section I Clause 3.2)

- 7.1 At our request, the insured person must provide all the information required to establish the circumstances of the insured event or our obligation to provide benefits and their scope.
- 7.2 The insured person is obliged to allow themselves to be examined by a doctor appointed by us at our request.
- 7.3 Evidence must be provided of the start and end dates of any trip abroad by the insured person at our request if we are obliged to pay benefits.
- 7.4 The insured person is obliged to make prompt contact with the worldwide emergency assistance service of the insurer in the case of repatriation, an inpatient treatment in a hospital and before the start of extensive diagnostic and therapeutic measures.

## 8 Consequences of non-compliance with obligations

The legal consequences of a breach of any of these obligations are outlined in Section I Clause 3.3. Knowledge and culpability of the insured person is equivalent to the knowledge and culpability of the account holder.

## Emergency insurance

(Insurer: BD24 Berlin Direkt Versicherung AG)

### 1 Description and scope of the insurance cover

- 1.1 Through our worldwide emergency assistance service, we provide support services for the emergencies specified in Clause 2 that the insured person experiences during travel abroad. The precondition is that the insured person or a representative appointed by them makes contact with the worldwide emergency assistance service by telephone or other means when an insured event occurs. If the insured person or a representative appointed by them fails to make contact with the worldwide emergency assistance service and additional costs are incurred as a result, we will not meet these additional costs.

- 1.2 Notwithstanding Clause 1.1, we will also provide benefits within the scope of Clause 2.1.2 d) (patient transport) and Clause 2.2 (death) for journeys within the Federal Republic of Germany and in countries with a national border with the Federal Republic of Germany.

## 2 Benefits

### 2.1 Illness / Accident

#### 2.1.1 Outpatient treatment

If outpatient treatment is required, we will provide information on request about the options for medical care of the insured person. If possible, we shall identify a German- or English-speaking doctor.

#### 2.1.2 Hospital stay

If the insured person is treated as an inpatient in hospital as a result of an illness or the consequences of an accident, we will provide the following benefits:

- a) Nursing and care services
- We will establish contact between the insured person's GP and the attending hospital physicians through a doctor appointed by us.
  - During the hospital stay, we will ensure that information is shared between the doctors involved.
  - On request, we will notify relatives.
- b) Guarantee of payment of costs / settlement
- If necessary, we will provide the hospital with a guarantee of payment of costs up to €15,000.00 in the form of a loan guarantee for the insured person.
  - In the name and on behalf of the insured person, we will arrange for settlement by the health insurer or other third parties who are obliged to meet the costs of the inpatient treatment.
  - If the sums advanced by us are not repaid by a health insurer or other third party, they shall be repaid to us by the insured person within one month of issue of invoice.

#### c) Hospital visits

If it has been established that the hospital stay will last longer than five days, we will organise on request the travel of a relative or close friend of the insured person to the location of the hospital and back to their place of residence and meet the transport costs incurred for the outward and return journeys.

#### d) Patient transport in the case of demonstrable fitness to travel for journeys within the Federal Republic of Germany and in countries with a national border with the Federal Republic of Germany

At the request of the insured person, we will organise patient transport by medically appropriate means from the place of inpatient treatment on the trip to the nearest suitable hospital to the insured person's place of residence, provided that the inpatient treatment will take at least 7 days. We will meet the additional costs incurred above the cost of the originally planned return trip up to €2,500.00.

#### 2.1.3 Patient repatriation

As soon as it is medically sensible and ordered by a doctor, we will organise repatriation from abroad by medically appropriate means (including ambulance aircraft) to the insured person's place of residence or to the nearest suitable hospital to the insured person's place of residence. We will meet the additional costs incurred above the cost of the originally planned return trip.

#### 2.1.4 Delivery of medication

If the insured person requires medically prescribed medication that has been lost on the trip,

we will arrange for the procurement of replacement medication in consultation with the insured person's GP and send it to the insured person. The insured person shall refund the costs of the replacement medication to us within one month of the end of the trip.

## **2.2 Death**

If the insured person dies on the trip, we will organise the funeral abroad or repatriation of the mortal remains of the insured person at the request of their relatives and meet the costs for this.

## **2.3 Other emergencies**

### **2.3.1 Search, rescue and recovery costs**

If the insured person suffers an accident and must be searched for, rescued or recovered, we will meet the costs for this up to €5,000.00.

### **2.3.2 Criminal proceedings**

If the insured person is arrested or threatened with arrest, we will provide assistance in arranging a lawyer or interpreter. We will provide a loan for the court, legal and interpreting costs incurred in this connection, up to an amount of €3,000.00. We will also provide a loan of up to €13,000.00 if bail is demanded by the authorities. The insured person shall repay the amounts advanced (loans) to us as soon as they are returned by the authorities or the court, at the latest within three months of payment.

### **2.3.3 Loss of means of payment while travelling**

If the insured person gets into financial difficulties because of the loss of their means of payment as a result of theft, robbery or any other form of loss, we will make contact with their bank. If necessary, we will provide assistance in transferring a sum of money made available by the bank to the insured person. If we are unable to make contact with the bank within 24 hours, we will provide the insured person with a loan up to a maximum of €1,500.00, subject to prior submission of a copy of their passport or ID including their name and address. This loan shall be repaid within one month of the end of the trip in a single lump sum.

In the event of loss of credit or debit cards, we will assist you in blocking the cards. We are not liable, however, for successful blocking of the card or any financial losses incurred despite the block.

### **2.3.4 Loss of travel documents**

If travel documents are lost, we will assist you in obtaining replacement documents.

### **2.3.5 Rebookings / Delays**

If the insured person gets into difficulties because they miss a journey they have booked or booked journeys are delayed or cancelled, we will provide assistance with rebooking. The insured person shall meet rebooking costs and increases in travel costs. At the request of the insured person, we will notify third parties of changes to the planned itinerary.

### **2.3.6 Bicycle cover**

#### **a) Breakdowns**

If the journey cannot be continued because of the breakdown of or an accident involving the bicycle used by the insured person for the trip, we will meet the repair costs up to €75.00 so that the journey can continue. If the bicycle cannot be repaired at the scene of the breakdown, we will either reimburse the additional cost of the journey to the starting point or the final destination of the day's stage up to an amount of €75.00 per insured event. Tyre damage is not covered.

#### **b) Theft**

If the journey cannot be continued as planned due to the theft of the bicycle used by the insured person on the trip, we will cover the additional costs for return to the home location, starting location or destination for that day's stage of the journey up to €250.00 per insured event.

## **2.4 Curtailment of travel / Delayed return / Care for an accompanying minor**

### **2.4.1 Curtailment of travel**

We will organise the return trip and meet the additional costs above the cost of the return trip originally planned if the booked trip cannot be completed by the insured person as planned for any of the following reasons:

- a) death, serious accident or unexpected serious illness of the insured person, the insured person's travelling companion or of relatives who are not travelling or of those persons who are looking after minor relatives or relatives who require care who are not travelling. Relatives of the insured person are deemed to be their spouse or partner in a cohabiting relationship, children, parents, adoptive parents, step parents, brothers and sisters, grandparents, grandchildren, parents-in-law, children-in-law and brothers and sisters-in-law;
- b) significant damage to the insured person's property or the property of their travelling companion at their place of residence as a result of fire, natural events or intentional criminal acts by third parties, insofar as the damage is significant in relation to the economic circumstances and assets of the victim of the damage or if the presence of the insured person is necessary to assess the damage;
- c) abduction of the insured person or the travelling companion of the insured person. Reimbursement of the additional costs incurred above the cost of the original return journey is limited in the case of abduction to a maximum of €10,000.00 per insured person.

The following cases are excluded, however:

- a) additional costs resulting from compensation claims by transport companies because of unplanned deviations from the planned route caused by the insured person (e.g. emergency landings);
- b) pro rata costs for days not used at a holiday location or loss of holiday enjoyment.

### **2.4.2 Emergency message**

If early curtailment of the travel is necessary because of the death or serious illness of a person who is not travelling specified under 2.4.1 a) or for a reason specified under 2.4.1 b) and the insured person cannot be reached, we will attempt to send an emergency message (e.g. by radio) and meet the costs for this.

### **2.4.3 Care for an accompanying minor**

In addition, we will organise and pay for care for a minor who is continuing the journey alone or has to curtail it, in the event that all carers or the sole carer travelling with the minor are/is unable to complete the journey as planned because of death, serious accident or unexpected serious illness.

## **3 Limitations of the insurance cover**

We are exempt from the obligation to provide benefits if there is a high probability that the insured event was foreseeable to the insured person.

## **4 Compensation from other insurance policies**

If compensation may be claimed for an insured event under another insurance policy, the other insurance policy takes precedence over this policy. If the

insured event is first reported to us, we will make advance payments. Section I Clause 3.2.5 also applies.

## Ticket insurance

(Insurer: HanseMerkur Reiseversicherung AG)

(Payment via the account is a precondition)

### 1 Insured interests

Event tickets purchased in full through the existing account with Tomorrow Bank by the insured person are insured against non-participation.

### 2 Scope of benefits

#### 2.1 Type of event

##### 2.1.1 Individual ticket

In the case of failure to attend an event for any of the reasons specified under Clause 3, the purchase price of the individual ticket(s) will be refunded.

##### 2.1.2 Season ticket

For season tickets, we are obliged to provide a refund for each individual event if any of the reasons for non-participation specified under Clause 3 applies.

#### 2.2 Compensation limit

Compensation is limited:

- to €500.00 for all unused tickets for the same event;
- to a maximum of two claims per year.

#### 2.3 Deductible

A deductible of 20%, and at least €10.00, applies to each ticket in the case of a claim.

### 3 Preconditions for the insurance cover

Insurance cover is provided if the planned visit to the event is not possible or unreasonable because you have been affected during the period of insurance cover by any of the following events:

- 3.1 your own illness or the illness of your own minor child;
- 3.2 a stay in hospital (starting 0-72 hours before the event);
- 3.3 the death of family members (funeral 1 day before the event, on the day of the event or 1 day after the event);  
Family members within the meaning of these Insurance Terms and Conditions are the spouse, registered civil partner and unmarried children of the insured person up to their 25th birthday, insofar as they are entitled to and receiving maintenance from the insured person;
- 3.4 vehicle accidents or theft (0-72 hours before the event);
- 3.5 cancellation of the event without an alternative date, insofar as the event organiser does not refund the ticket costs.

### 4 Limitations of the insurance cover

We will not provide benefits if:

- you fraudulently attempt to misrepresent circumstances that are relevant to the grounds for or amount of the benefit;
- you caused the damage intentionally;
- the damage is caused by events that could reasonably have been expected at the time of purchase of the tickets.

### 4.1 Limitation of the insurance cover in the event of gross negligence

If you bring about the insured event through gross negligence, we are entitled to reduce the benefit in proportion to the extent of your culpability.

### 5 Evidence of insured events

In order to prove the occurrence of an insured event within the period of insurance, you must:

- a) submit original invoices and receipts;
- b) submit proof of insurance to us;
- c) waive doctors' confidentiality obligations where necessary and allow us to assess the cause and amount of the claim that has been made in a reasonable way;
- d) submit the original unused event ticket(s) or a copy of the event ticket(s) with confirmation from the event organiser that you did not attend the event(s) immediately after the occurrence of the insured reason for withdrawal;
- e) confirm accidental injuries or illnesses that make attendance of the event unreasonable by means of a medical certificate;
- f) in cases covered by Clause 3.3, present a copy of the death certificate;
- g) in cases covered by Clause 3.5, present a statement from the event organiser confirming that the event was cancelled, that there is no alternative date and that the cost of the entrance ticket has not been refunded.

#### 5.1 Consequences of non-compliance with obligations

The legal consequences of a breach of any of these obligations are outlined in Section I Clause 3.3. Knowledge and culpability of the insured person is equivalent to the knowledge and culpability of the account holder.

## Section III – Excerpt from the Insurance Contract Act (VVG)

### Section 28 Non-observance of an incidental obligation

(2) Where the contract provides that the insurer is not obliged to effect payment in the event of the non-observance of an incidental obligation on the part of the policyholder, he or she is released from the liability if the policyholder intentionally breached the obligation. In the case of grossly negligent non-observance of the obligation, the insurer is entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence is on the policyholder.

(3) Notwithstanding subsection (2), the insurer is liable insofar as the non-observance of the obligation caused neither the occurrence nor the establishment of the insured event, or the establishment or the extent of the insurer's obligation to effect payment. Sentence 1 does not apply if the policyholder fraudulently breached the obligation.

(4) The condition on which the insurer's entire or partial release from liability in accordance with subsection (2) is based is, in the event of a violation of an existing duty to provide information or duty of disclosure after the occurrence of an insured event, the fact that the insurer informed the policyholder of this legal consequence, in separate correspondence and in writing.

### Section 86 Assignment of claims

(1) If the policyholder has a claim for compensation against a third party, this claim is transferred to the insurer to the extent that the insurer compensates for the damage. The claim may not be assigned to the detriment of the policyholder.

(2) The policyholder safeguards his or her claim for damages, or a right serving to safeguard this claim, in accordance with the applicable form and time requirements, and assists the insurer wherever necessary in asserting them.

If the policyholder intentionally breaches this obligation, the insurer is not obliged to effect payment insofar as he or she cannot as a result claim compensation for it from a third party. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce the benefits payable, commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence is on the policyholder.

(3) If the policyholder claims compensation from a person with whom he or she is sharing a common household when the loss occurs, assignment in accordance with subsection (1) may not be asserted, unless that person intentionally caused the loss.

## Section IV – Additional Information about the Travel Insurance

We want you to have a good understanding of your insurance. We would therefore like to explain the specific term "unexpected serious illness" and provide some examples for you. Please note that the examples are not exhaustive.

You are insured against unexpected serious illness by this policy. The illness must be "unexpected" and "serious". We will start by defining the criterion "unexpected" and then provide some examples of "serious" illnesses.

### Case 1:

Any initial occurrence of an illness after the insurance is taken out and after the trip is booked is considered to be unexpected.

### Case 2:

A repeat occurrence of an illness is also insured if no treatment for this illness was given in the 2 weeks before the insurance was taken out.

### Case 3:

An unexpected deterioration of a pre-existing illness is also insured if no treatment for the illness was given in the 6 months before the insurance was taken out.

Regular medical examinations to establish the state of your health are not regarded as treatment. The examinations must not have been carried out for a specific reason or to treat the illness.

### Examples of serious illnesses (not exhaustive):

- the attending physician has confirmed unfitness to travel;
- the medical impairment certified by the doctor is so severe that the insured person is unable to make use of the planned main travel services because of the symptoms and complaints arising from the illness;
- the presence of the insured person is required because of the medically certified illness of a risk person;

### Examples of an "unexpected serious illness" in travel cancellation insurance (not exhaustive):

- The insured person takes out insurance for a trip that has been booked. Shortly before they set off, they suffer a heart attack.
- The mother of the insured person is diagnosed with pneumonia after the insurance has been taken out and the trip booked. Because of her condition, the mother is dependent on the care of the insured person.
- When the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given in the 6 months before the insurance was taken out. Before setting off, they have a strong allergic reaction. The attending physician confirms their unfitness to travel because of the intensity of the allergic reaction.

### Examples of an "unexpected serious illness" in travel curtailment and emergency insurance (not exhaustive):

- The insured person takes out insurance for a trip that has been booked. During the trip, they have a heart attack for the first time.

- After the insurance has been taken out and the trip booked, the mother of the insured person is diagnosed with pneumonia during the insured person's trip. Because of her condition, the mother is dependent on the care of the insured person.
- When the insurance is taken out, the insured person has an allergy. No treatment for the allergy has been given in the 6 months before the insurance was taken out. During the trip, they have a strong allergic reaction. The attending physician recommends an early return from the trip because of the intensity of the allergic reaction.

Not all the conceivable cases are insured. Examples that are not cases of "unexpected serious illness" (not exhaustive):

- The insured person is suffering from an illness that progresses in stages (e.g. multiple sclerosis, Crohn's disease). Treatment for the pre-existing illness has been given in the 6 months before the insurance was taken out or the trip was booked. The illness is not therefore covered.

## Arbitration bodies

We wish to draw your attention to the possibility of out-of-court dispute resolution.

HanseMerkur's voluntary membership of the Verband der Privaten Krankenversicherung e.V. means that it will participate in dispute resolution proceedings before a consumer arbitration board for health and long-term care insurance in accordance with its Articles of Association.

Ombudsman

Private Kranken- und Pflegeversicherung PO Box

060222

10052 Berlin, Germany

Hotline: +49 1802 550 444

Fax: +49 30 204 589 31

Further information is available online at:

[www.pkv-ombudsmann.de](http://www.pkv-ombudsmann.de).

For the other insurance categories, participation is on the basis of voluntary membership of Versicherungsombudsmann e.V. (insurance ombudsman organisation).

Versicherungsombudsmann e.V. PO Box

080 632

10006 Berlin, Germany

Tel.: +49 800 3696000

Fax: +49 800 3699000

Email: [Beschwerde@versicherungsombudsmann.de](mailto:Beschwerde@versicherungsombudsmann.de)

Further information is available online at:

[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de).