

# CareMed PREMIUM Insurance Terms and Conditions 2023

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This Policy is effective for policy holders with insurance effective date of January 1, 2023 – December 31, 2023.

## Product Information Sheet

Each of the following options for insurance coverage is only valid if it is explicitly concluded by you, i.e. if it is included in your insurance coverage (see insurance confirmation). Details are listed in below terms and conditions.

### What type of insurance is this?

Your insurance is an international insurance that is valid for a limited period. The scope of the insurance and the individual benefits associated with your policy are determined by the tariff you select.

### What is the scope of your insurance coverage?

#### Travel Health Insurance (HA)

Travel health insurance covers essential medical treatment for illnesses suffered during a stay abroad. We refund the costs of illnesses and accidents suffered within the period covered by the insurance. These include treatment by a doctor, treatment in hospital and medicaments.

#### Travel Accident Insurance (I)

If you take out a travel accident insurance, we will pay a one-time sum (invalidity benefit) if you suffer permanent disability as the result of an accident (e.g. restricted mobility, paralysis or amputation). The level of invalidity benefit depends on the agreed insurance sum and on the degree of impairment.

#### Travel Third Party Liability Insurance (3)

If your insurance policy includes travel third party liability insurance, you are covered during your journey against the dangers of everyday life for which you are responsible and must therefore remunerate other for. In such cases we not only regulate the damages, but also check whether, and to what extent, a compensation liability exists. Unjustified claims for compensation are rejected by us on your behalf and, to this extent, we also provide legal protection in cases of unjustified liability claims.

### Emergency Insurance (E)

This **additional coverage** can be purchased separately in case that you already have health insurance coverage for your stay abroad. You will receive assistance services (e.g. medical repatriation, visit of bedside, repatriation of mortal remains or funeral costs).

### Return Travel Emergency Insurance (T)

If you take out a return travel emergency insurance, the insurer shall pay costs for an emergency trip to your home country in case of severe sickness or death of a family member. In case of a long hospitalization of the insured, the insurer will reimburse the costs for a visit of a relative.

### Travel Luggage Insurance (L)

If you purchase luggage insurance benefit this plan will cover checked lost or damaged luggage or if luggage is lost or damaged as a result of theft, fire or elemental occurrences.

### What do you have to consider when paying the premiums?

The premiums depend on your insurance coverage. Insurance coverage commences with the payment of the premium at the earliest.

### What is not insured?

Some events are excluded from insurance coverage, for details see the section for respective insurance.

### Travel Accident Insurance:

For accidents in which drunkenness or drug consumption played a role. Illnesses and wear, e.g. backache due to constant sitting, stroke or heart attack, are not instance of accidents.

### What obligations arise at the time of conclusion of contract?

At the time of conclusion of contract you must have disclosed all information fully and truly. If you fail to do so, your insurance coverage is endangered!

### What obligations do you have to fulfill if an event covered by the insurance occurs?

Make sure that the damage incurred remains as small as possible! Avoid everything that might lead to an unnecessary increase in costs. Notify the insurer immediately about the damage incurred. For further obligations, please refer to Obligations in the terms and conditions of insurance.

### What are the legal consequences, if you fail to meet your obligations?

Very important: If you violate your obligations, the insurer is entitled to reduce the benefits to an extent which corresponds to the seriousness of the violation. This can even lead to a complete loss of insurance coverage.

### When does your insurance coverage begin and when does it end?

The insurance coverage begins with the payment of the premium at the earliest, though not before the agreed date of commencement, and it ends on the agreed expiry date.

## Important notes

### Who qualifies for insurance

Persons between 3 months and 69 years (70<sup>th</sup> birthday) staying abroad for a limited period of time. The country in which the insured person has permanent residence is not considered abroad.

Z1: travel destination: worldwide including USA

Z2: travel destination: worldwide except USA

### Early return home

In the event of early return home, premiums already paid will be reimbursed for the remaining period minus an admin fee. Minimum period needs to be 31 days. Reimbursements cannot be backdated.

### Note according to Federal Data Protection Act

**We would like to inform you hereby that in case of conclusion of contract or in case of a claim, data will be saved and forwarded to associations of insurance business as well as to reinsurer if applicable. It will only be done if necessary for proper enforcement of contractual relations. Regulations of the Federal Data Protection Act will remain unaffected. The address of each receiver of data will be given on request.**

## Behavior in case of a claim

### 1. Choice of physician / hospital

Outside the US the insured has free choice of physicians / hospitals. Referrals can be obtained by calling the toll-free emergency number of the assistance center. When you are in the United States, access to covered medical services is provided by the **Aetna Preferred Provider Network**. Use the following link to access the Preferred Provider Network: <https://www.culturalinsurance.com/aetna-provider-search>. If you need assistance, call the Claim Center between 9:00 am – 5:00 pm EST.

### 2. Reimbursement of costs

Medical costs are reimbursed to the insured on submission of the documents mentioned under 6. If the insured wishes to have the costs reimbursed directly to the provider, it has to be clearly marked on the claim form.

### 3. Approval by Team Assist

The assistance center must approve the following costs for medical treatment:

- hospitalization and surgery
- evacuation to the insured's home country in case of severe illness
- burial
- repatriation in case of death

**Written approval by the insurer is a prerequisite for receiving services and reimbursement for the above mentioned treatment and emergency situations. Approval must be obtained prior to treatment under the following telephone numbers:**

**Phone number:** +1 203-399-5130

**E-mail:** [claimhelp@culturalinsurance.com](mailto:claimhelp@culturalinsurance.com)

### In case of emergency:

**Team Assist – On Call International**

**24-Hour medical emergency numbers and e-mail:**

**Inside the U.S.:** +1-877-714-8179 (Toll Free)

**Outside the U.S.:** +1-603-952-2660 (Collect Calls Accepted)

**E-mail:** [mail@oncallinternational.com](mailto:mail@oncallinternational.com)

Team Assist is a non-insurance service and is not affiliated with Crum & Forster SPC.

### 4. Insurance confirmation

Present your insurance confirmation to the provider. It serves as a proof of your insurance coverage.

### 5. Claim form

Fill out a claim form for each individual claim. Please find it attached to these terms and conditions.

### 6. Submission of claims

Within 60 days after incurring the first medical bill send the following to the appropriate claim center. You may send all documents by e-mail, our claims staff will request original documents if needed:

- claim form completed by the insured or legal representative
- all itemized bills and receipts related to a particular claim
- medical reports from the provider, including OP reports, laboratory and X-rays documents etc.

### 7. Contact claims office

If you have questions concerning a claim that has already been submitted, please contact our claims office. Due to privacy protection only the claims team is able to provide any information about submitted claims.

### Claim Center

CareMed Claims

CISI Claim Department

1 High Ridge Park

Stamford, CT 06905, USA

Opening hours: 9:00 am – 5:00 pm EST

Phone: +1 203-399-5130

Phone: +1 866-404-2062 (press #1)

Fax: +1 203-399-5596

E-mail: [claimhelp@culturalinsurance.com](mailto:claimhelp@culturalinsurance.com)

## Section I Overview of benefits

Travel Health Insurance (HA)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
Benefit period: expenses incurred during the insured's period of coverage				
Insurable at the time of application, up to	69 <sup>th</sup> birthday	69 <sup>th</sup> birthday	69 <sup>th</sup> birthday	69 <sup>th</sup> birthday
Insurance duration	12 months, extensions possible	12 months, extensions possible	12 months, extensions possible	12 months, extensions possible
Deductible per medical claim	according to insurance confirmation	according to insurance confirmation	according to insurance confirmation	-
Non-emergent emergency room illness deductible (only for the USA)*	US\$ 250	US\$ 250	US\$ 250	Not Covered
2.1 Out-patient treatment costs				
2.1.1 Treatment	100 %	100 %	100 %	Not Covered
2.1.2 Psychotherapy, up to six sessions	€/ \$ 1.000	€/ \$ 1.000	€/ \$ 1.000	Not Covered
2.1.3 Rehabilitation measures	100 %	100 %	100 %	Not Covered
2.2 In-patient treatment costs	100 %	100 %	100 %	Not Covered
2.2.1 Medical transportation	100 %	100 %	100 %	Not Covered
2.2.2 Treatment	100 %	100 %	100 %	Not Covered
2.2.3 Rehabilitation measures	100 %	100 %	100 %	Not Covered
2.2.4 Deficiency compensation from the 6 <sup>th</sup> day of hospitalized treatment up to a max. 90 days	only for au pairs: €/US\$ 10			Not Covered
2.3 Dental treatment				
2.3.1 Pain-relieving dental treatment at 100 % per policy year up to	€/ \$ 1.000	€/ \$ 1.000	€/ \$ 1.000	Not Covered
2.3.2 Restoring function of dentures at 50 % per year up to	€/ \$ 2.000	€/ \$ 2.000	€/ \$ 2.000	Not Covered
2.3.3 Accident-related dentures per year up to	€/ \$ 2.000	€/ \$ 2.000	€/ \$ 2.000	Not Covered
2.3.4 Dentures (waiting period of 6 months)	€/ \$ 2.000	€/ \$ 2.000	€/ \$ 2.000	Not Covered
2.4 Medication, bandages, remedies and medical aids				
2.4.1 Medication and bandages	100 %	100 %	100 %	Not Covered
2.4.2 Remedies per insurance year	100 %	100 %	100 %	Not Covered
2.4.3 Accident-related aids	100 %	100 %	100 %	Not Covered
2.5 Costs for pregnancy examinations				
2.5.1 Pregnancy treatment due to complaints	100 %	100 %	100 %	Not Covered
2.5.2 Pregnancy examinations and childbirth (waiting period of 8 months)	100 %	100 %	100 %	Not Covered
2.6 Medical repatriation	100 %	100 %	100 %	Not Covered
2.7 Repatriation of remains /funeral costs	€/ \$ 30.000	€/ \$ 30.000	€/ \$ 30.000	Not Covered
Travel Accident Insurance (I)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
1.1 Disability benefit	Not Covered	€/ \$ 40.000	€/ \$ 40.000	€/ \$ 40.000
1.2 Progression in the event of total invalidity	Not Covered	350 %	350 %	350 %
1.3 Death benefit	Not Covered	€/ \$ 5.000	€/ \$ 5.000	€/ \$ 5.000
1.4 Costs for search, rescue or recovery operations	Not Covered	€/ \$ 2.500	€/ \$ 2.500	€/ \$ 2.500
Travel Third Party Liability Insurance (3)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
1.1 Personal injuries and damage to property	Not Covered	€/ \$ 2.500.000	€/ \$ 2.500.000	€/ \$ 2.500.000
1.2 Damage to rented property (deductible 20 % at least € 50 per claim) incl. damage to movable items of furniture	Not Covered	€/ \$ 25.000	€/ \$ 25.000	€/ \$ 25.000
1.3 Damage to household of host family (deductible 20 % at least € 50 per claim)	Not Covered	€/ \$ 25.000	€/ \$ 25.000	€/ \$ 25.000
1.4 Deportation costs (deductible 10 %, minimum € 100,- )	Not Covered	€/ \$ 5.000	€/ \$ 5.000	€/ \$ 5.000
1.5 Loss of keys	Not Covered	€/ \$ 250	€/ \$ 250	€/ \$ 250
1.6 Professional activities (deductible 10 % at least € 250 per claim)	Not Covered	€/ \$ 10.000	€/ \$ 10.000	€/ \$ 10.000
Return Trip Emergency Insurance (T)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
1.1 Return trip due to an emergency	Not Covered	Not Covered	€/ \$ 1.000	€/ \$ 1.000
1.2 Family member to the bedside of the insured person	Not Covered	Not Covered	100 %	100 %

Travel Luggage Insurance (L)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
Sum insured	Not Covered	Not Covered	€/ \$ 2.000	€/ \$ 2.000
4.1 Damage due to delay in delivery (necessary replacements)	Not Covered	Not Covered	€/ \$ 500	€/ \$ 500
4.2 Valuables (e.g. jewelry)	Not Covered	Not Covered	50 % of sum insured	50 % of sum insured
4.3 Glasses, hearing aids, mobile phones	Not Covered	Not Covered	€/ \$ 250 per item	€/ \$ 250 per item
Emergency Insurance (E)	Basic PREMIUM	Upgrade PREMIUM	Ultimate PREMIUM	Addon PREMIUM
2.1 Accident salvage, search and rescue charges	Not Covered	Not Covered	Not Covered	€/ \$ 5.000
2.2 Additional costs for medical repatriation	Not Covered	Not Covered	Not Covered	100 %
2.3 Family member to the bedside of the insured person	Not Covered	Not Covered	Not Covered	100 %
2.4 Repatriation of mortal remains or funeral abroad	Not Covered	Not Covered	Not Covered	100 %
2.5 Assistance contacting home bank and advance cash supply	Not Covered	Not Covered	Not Covered	€/ \$ 1.500 (loan)

The contents of the CareMed PREMIUM insurance terms and conditions and the insurance confirmation are the decisive factors for the Scope of the insurance coverage. Please also note the limitations of benefits.

\*Non-emergent emergency room illness deductible shall mean the amount of covered expenses which is the insured's responsibility to pay, when services are rendered in an emergency room for an illness. This deductible shall be waived when: 1) The insured has been admitted to the hospital as an inpatient; or 2) the illness is life threatening. For the purpose of this definition, life threatening shall mean a strong possibility that the illness or situation will kill them.

## Important Information on your Insurance Policy



**CRUM & FORSTER®**  
A FAIRFAX COMPANY

### Insurer:

Underwritten by Crum & Forster SPC, a member of the Crum & Forster Group of Companies with an A.M. Best rated A.

**Participating Organization:** CareMed – Cultural Insurance Services International

### Policy Holder:

Fairmont Specialty Trust  
ITA GlobalTrust,LTD  
Suite 4210, 2nd Floor Canella Court,  
48 Market St,  
Camana Bay  
PO Box 32203,  
Grand Cayman KY1-1208,  
Cayman Islands

The Policy is a legal contract between the Policyholder and Crum & Forster SPC for and on behalf of ITI SP (herein referenced as “the Company”). This Policy is issued by Crum & Forster SPC for and on behalf of ITI SP to the Fairmont Specialty Trust located in the Cayman Islands. This Policy is not subject to U.S. jurisdiction. The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy. The Company and the Policyholder have agreed to all the terms and conditions of the Policy. The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.

This is limited benefit short duration coverage.

### Period of validity

Except for existing contracts, these insurance terms and conditions can be changed by us at any time. We are bound to our offer (quotation) for 30 days.

### Term and conditions of termination

The contract shall apply to the period of time stated in the insurance policy.

### Contract language

The prevailing language of this contractual relationship and communication with policy holders during the contractual period of validity shall be English.

## Section II General Provisions

### 1 Insurance holders, insured persons and eligibility for insurance

- 1.1. The insurance holder is the natural or legal person who has entered into the insurance contract with us. Insured persons are the persons whose names appear on the confirmation of insurance and for whom the premium was paid. These insurance conditions apply to you as the insurance holder as well as to you as the insured person.
- 1.2. Those who temporarily reside abroad are eligible for insurance.
  - A foreign country within the context of these insurance conditions is not the country in which the insured person has a residence at the time of application (home country).
  - This also includes volunteers who work with wild animals under professional supervision.
- 1.3. The insurance does not cover professional athletes who engage in any activities as an athlete for remuneration, persons who require long-term care or persons whose involvement in everyday life is permanently excluded. The mental state and the objective life circumstances of the person in particular are to be taken into account for such a classification. People in need of care are those who require help from others for the tasks of their day-to-day lives.
- 1.4. For persons who do not meet the requirements for eligibility for insurance in accordance with these conditions, the insurance contract is not concluded by payment of the premium. The amount shall be available to the sender if the premium is nevertheless paid for a non-insurable person.

### 2 Conclusion and termination of the insurance contract

#### 2.1. Conclusion of the insurance contract

The application must

- be received by us in writing or
- duly completed online.

It is necessary that you answer the questions in the insurance application truthfully and completely so that we can properly evaluate your insurance application. You must also include

circumstances to which you attach little importance. Please note that your insurance cover will be jeopardized if you provide incorrect or incomplete information.

- 2.1.1. In the case of other insurance policies, an application must be made for the conclusion of an insurance contract for the entire duration of the stay abroad.

Please take note of the waiting periods for insurance policies not applied for before the start of the trip in accordance with Section 4.2.1.

- 2.1.2. Your insurance coverage cannot be extended if your stay is extended. New insurance coverage can only be taken out through a new insurance policy. The application for the new insurance coverage must be submitted to us before the expiration of the original insurance. The new insurance coverage shall only come into effect if we expressly agree to it.

- 2.1.3. If a premium is paid for an insurance policy that has not been accepted, the sender is entitled to this premium.

## 2.2. Start of the insurance contract

The insurance contract begins

- after the premium has been paid in due time and
- at the agreed upon time and
- when we send you an insurance confirmation.

## 2.3. Duration of insurance contract

The insurance is valid for the agreed upon duration.

## 2.4. End of insurance contract

The insurance contract ends at the agreed upon expiration date. The statutory provisions on the right of extraordinary termination shall remain unaffected by these agreements.

## 3 Premium

### 3.1. Payment of the first or one-time premium

- 3.1.1. The first or one-time premium is due immediately after you have received the insurance and payment confirmation.
- 3.1.2. If you do not pay the first or one-time premium, we can withdraw from the contract and be exempt from payment as long as the premium is not paid.

### 3.2. Payment of subsequent premiums

- 3.2.1. Subsequent premiums are due on the agreed upon dates.
- 3.2.2. If you do not pay the subsequent premium or do not pay it on time, we can cancel the contract and provide no service.

### 3.3. Premium collection

If premium collection from an account has been agreed upon, this shall take place immediately after the mandate has been granted. The payment shall be considered on time if the premium can be collected on the day of debiting, unless you raise an objection to it. If the premium could not be collected through no fault of your own, payment shall be deemed to have been made on time if you make it immediately upon our request.

## 4 Beginning, duration and end of insurance coverage

### 4.1. Start of insurance coverage

Insurance coverage commences at the time stated in the insurance confirmation (insurance start), not before the conclusion of the insurance contract and

- 4.1.1. after timely payment of premiums
- 4.1.2. in the case of travel health insurance: at the border crossing from the home country abroad, at the earliest, however, after any waiting periods have elapsed

No payments will be made for insured events that occurred before the insurance coverage commenced or before the waiting period expired.

### 4.2. Waiting periods

Insurance coverage for travel health insurance does not commence before the end of the following waiting periods. The waiting periods begin with the beginning of the insurance coverage.

- 4.2.1. Waiting period due to later start of contract

If you do not apply for insurance coverage until after your departure, the waiting period is 31 days. Up until the beginning of the insurance period, a comparable pre-insurance post-departure will be credited against the waiting period.

### 4.2.2. Waiting period for childbirth

The waiting period for childbirth is 8 months

### 4.2.3. Waiting period for dentures

The waiting period for non-accidental dentures is 6 months

The waiting period is waived in the event of an acute and life-threatening illness or for accidents.

### 4.3. End of insurance coverage

The insurance coverage also ends for pending insured events

- 4.3.1. after the agreed duration, but no later than the end of the insured stay.

- 4.3.2. with the death of the insured person

- 4.3.3. if the conditions for your eligibility for insurance no longer apply.

## 5 Scope of insurance coverage

- 5.1. The insurance coverage exists for the contractually agreed local area of application of the insured trip

- 5.2. If the insured event occurs in your home country, there is no insurance coverage. For the purposes of these contractual provisions, the home country is the country in which you have your

- permanent residence or
- are subject to social security contributions at the time of application.

## 6 General limitations of insurance coverage

- 6.1. Insurance coverage shall not be provided for damage caused by war, civil war, warlike events, civil commotion, strike, nuclear energy, confiscation, seizure or other acts of government.
- 6.2. We are exempt from the obligation to indemnify if the insured event was foreseeable for you when you took out the insurance.
- 6.3. We are released from the obligation to indemnify if you have caused the insured event intentionally;
- 6.4. We shall not be obliged to perform if you fraudulently attempt to deceive us about circumstances which are of significance for the reason for or the amount of the performance.

## 7 General obligations and consequences of breaches of obligations

- 7.1. Obligation to mitigate damage  
Keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs.
- 7.2. Obligation to provide damage information  
All information regarding the claim must be true and complete. Any additional documents and relevant information requested by us must be provided in the same manner.
- 7.3. Obligation to secure claims for damages against third parties  
If you are entitled to a claim for compensation against a third party, this claim shall pass to us insofar as we compensate the damage. The transferred claim cannot be asserted to your disadvantage. You shall preserve the claim for compensation or any law serving to secure this claim in compliance with the applicable form and deadline regulations and, if necessary, cooperate in its enforcement. If your claim for compensation is directed against a person with whom you live in a domestic community when the damage occurs, the transferred claim cannot be asserted unless this person caused the damage intentionally.
- 7.4. Further obligations  
Attention: Please also observe the "Behavior in case of a claim" enclosed with your contract documents and the respective special obligations for the individual insurance policies in Section III of these Terms and Conditions of Insurance.



- 7.5. Consequences of non-compliance with obligations  
If you intentionally violate one of the aforementioned obligations, we shall be released from the obligation to pay the benefit. In the event of a grossly negligent breach of duty, we shall be entitled to reduce the performance in proportion to the seriousness of the fault. In the event that you demonstrate that the obligation has not been breached through gross negligence, the insurance coverage shall remain in effect.

## 8 What should I bear in mind when paying compensation?

Our insurance sums and indemnities in Section I. are in US-dollar or Euro depending on travel destination. Benefit limits in the US are in US-dollar, benefit limits in any other country are in Euro.

### 8.1. Due date for payment

We will pay, at the latest, within 2 weeks from when the proof of insurance and premium payment is made available and we have determined our payment obligation and the amount of compensation.

If the obligation to pay has been established, but the amount of the compensation cannot be established within one month of our receipt of the notice of loss, a reasonable advance on the compensation can be demanded.

In the event that official investigations or criminal proceedings have been initiated against you in connection with the insured event, we may postpone the settlement of the claim until these proceedings have been legally concluded.

### 8.2. Costs in foreign currency

We shall convert the costs incurred at the Euro exchange rate of the day on which we receive the receipts. The official exchange rate shall apply, unless the currencies used to pay the invoices were acquired at a less favorable rate. At your request, we can either deduct costs that arise when we make transfers abroad or select special forms of transfer.

### 8.3. Compensation from other insurance contracts

If compensation can be claimed under another insurance contract in the event of an insured event, the other contract shall take precedence over this contract. If you report the damage to us first, we will reimburse you for the costs covered by this rate. We will then clarify with the other insurers whether and how they will contribute to the costs. We do not share the costs with a private health insurance company if you suffer disadvantages as a result, e.g. loss of premium refunds.

## 9 Set-off

Counterclaims can only be set off against our claims if the counterclaim is undisputed or has been legally established.

## 10 What should I bear in mind when sending messages?

All notifications and declarations intended for us should be sent to the head office or to the address stated in the insurance confirmation in text form (letter, fax, e-mail, electronic data carrier, etc.). The contract language is English.

## 11 When do the claims under the contract expire? To whom do the provisions apply?

**Privacy policy:** We store your personal data for the fulfillment of the contract. You can contact us for more information on our privacy policy and your related rights or find more information at:

[https://www.culturalinsurance.com/cisi\\_privacy.asp](https://www.culturalinsurance.com/cisi_privacy.asp)

- 11.1. Any claims arising from this insurance contract become statute-barred after 3 years. The limitation period begins at the end of the year in which the service can be requested. If a claim has been filed by you, the statute of limitations is suspended until you receive our decision in text form.
- 11.2. All provisions agreed upon shall be correspondingly applicable to the insured persons.

## Section III "Specifications"

The following insurance policies only apply if they are co-insured under the tariff concluded by you. In the event of an insured event, benefits that are covered by several insurance policies in these terms and conditions can only be claimed from one insurance policy.

## Travel Health Insurance (HA)

### 1 General rules on insurance coverage

#### 1.1. What is an insured event?

An insured event is your treatment which is medically essential due to illness or the consequences of an accident. The insured event commences with the medical treatment. It terminates when medical reports show that treatment is no longer necessary. The following are also considered to be insured events

- Pregnancy and childbirth, provided that the pregnancy started after the commencement of the insurance coverage.
- Medically essential treatments due to complications during pregnancy.
- Premature births up to the 36th week of pregnancy.
- Miscarriages.
- Medically essential abortions.
- Death.

You can read more about what we will pay in the event of an insured event in Section 2. Please also read Section 3 carefully. The provisions here stipulate when we will not make payment, even if the insured event has occurred.

#### 1.2. Which doctors and hospitals can you choose from?

Choose freely from the following statutory recognized and licensed professionals for curative treatment

- Doctors,
- Dentists,
- Healers,
- Chiropractors,
- Osteopaths and
- Hospitals.

The prerequisite for this is that

- they are in accordance with the applicable official fee schedule (if available) or
- they are in accordance customary local charges.

The hospital must be recognized and accredited in the

- country of residence and must be
- under permanent medical supervision,
- possess adequate diagnostic and therapeutic facilities and
- maintain medical records.

#### 1.3. What methods do we offer for when you need to be examined and treated?

We provide

- tests,
- treatments,
- pharmaceuticals,

that are recognized by mainstream medicine. We also provide services for other treatments and medicines

- that have proven themselves in practice or
- that are only available in place of mainstream medicine.

These methods include, for example,

- homeopathic treatment or
- anthroposophical medicine, or
- herbal medicine.

In these cases, we can reduce the benefits to the amount that would have been paid if the conventional medicine had been available.

## 2 Insured benefits

You will receive the following benefits in the event of an insured event, insofar as these are insured in the tariff you have selected, and the insured event occurred after the commencement of the insurance coverage and after expiration of any waiting periods. You can find an overview of this and the extent of our benefits in Section I of these Terms and Conditions of Insurance. In the event that upper limits are not specified, we will reimburse the local customary treatment costs.

To the extent that tariff benefits are provided for medical devices, the following items are considered medical devices: bandages, hernia bands, insoles, walking aids and compression stockings, hearing aids, correction splints, artificial limbs/prostheses, couch and seat shells, patient elevators, breathing monitor devices, infusion pumps, inhalation devices, oxygen devices, monitoring monitors for infants, orthopedic trunk, arm and leg support apparatus as well as speech devices.

### 2.1. What do we do if you need outpatient treatment?

We reimburse the costs of

#### 2.1.1. healing treatment

#### 2.1.2. psychoanalytic or psychotherapeutic treatments

#### 2.1.3. medically necessary rehabilitation measures.

### 2.2. What do we do if you need inpatient treatment?

We reimburse the costs of

#### 2.2.1. transportation

- to the nearest available hospital and
- back to your accommodation.

We also reimburse the costs of transportation to the emergency department of the hospital if there is no inpatient admission.

#### 2.2.2. medical treatment including accommodation, meals and care in hospital

#### 2.2.3. medically necessary rehabilitation measures

#### 2.2.4. a daily hospital allowance from the sixth day of a complete inpatient stay for a maximum of 90 days (for au pairs only)

### 2.3. What do we do if you need dental treatment?

We reimburse the costs of

#### 2.3.1. pain-relieving preservative dental treatments including dental fillings,

#### 2.3.2. Measures for restoring the function of existing dentures (repairs),

#### 2.3.3. accidental dentures

#### 2.3.4. Dentures after a waiting period of 6 months

### 2.4. What do we do for medicines, bandages, remedies or aids?

If prescribed by a practitioner listed under section 1.2, we will provide medically essential

#### 2.4.1. medication and bandages. You must obtain medication from a pharmacy. The following are not considered to be medication, even if they are prescribed:

Nutritional, strengthening and cosmetic products.

#### 2.4.2. medicinal products. These are

- Radiation, light and other physical treatments
- Massages, medical packages and inhalations

#### 2.4.3. A simple type of medical device which becomes necessary for the first time only as a result of an accident and is used for the direct treatment of the consequences of the accident;

### 2.5. What do we do in the event of pregnancy?

#### 2.5.1. We reimburse the costs

- of a pregnancy treatment,
- in case of a miscarriage.
- for a medically unavoidable termination of pregnancy
- for childbirth before the end of the 37th week of pregnancy

which is medically essential due to acute complications or pregnancy complications and whose need for treatment was not yet determined at the beginning of the insurance contract.

#### 2.5.2. If the pregnancy did not commence when the insurance contract started, we will reimburse

- the costs for prenatal check-ups
- Childbirth at the end of the waiting period.

The reimbursement of corresponding medical examination and treatment costs by midwives is only feasible if the costs are not invoiced simultaneously by a doctor.

### 2.6. What do we do for return transportation?

We reimburse the additional costs for return transportation from abroad to your home country, provided that the return transport is medically prescribed, medically reasonable and justifiable.

### 2.7. What would we do if the insured person passed away?

We reimburse the necessary additional costs incurred in the event of the death of an insured person as a result of the transfer of the deceased person to his or her home country, or assume the costs for a burial in the country of residence.

### 2.8. Subsequent liability

If an illness requires medical treatment beyond the end of the insurance coverage because a return trip is not possible due to proven incapacity to be transported, our obligation to provide benefits within the scope of this tariff shall continue until restoration of transportability, for a maximum period of 3 months.

## 3 When do we not offer or offer services only to a limited extent?

### 3.1. In what cases can we reduce the benefit to a reasonable amount?

We may reduce the benefits to a reasonable amount if

- the medical treatment exceeds the medically necessary level or
- if the costs of the medical treatment exceed the customary local level.

If you do not make use of mainstream medicine, we can reduce the benefits to the amount that would accrue from the use of existing mainstream methods or medicines. (See point 1.3 for more details.)

### 3.2. In what cases do we not offer services?

We do not offer payment in the following cases, even if the insured event has occurred:

#### 3.2.1. for treatments

- which were the sole reasons for, or
- one of the reasons for commencing the trip.

#### 3.2.2. for treatments

- the requirement for which were determined at the start of the trip, and
- which were due to an illness already diagnosed by a doctor at the start of the trip.

#### Exception:

You undertake the trip on account of the death of the spouse or a first-degree relative.

#### 3.2.3. for illnesses and complaints and their foreseeable

consequences existing in a group contract and known to the insured person when the contract is concluded or when the insured person is admitted, as well as the foreseeable consequences for the insured person of such illnesses and accidents which have been treated in the last six months prior to conclusion of the contract.

This does not apply to treatments for the elimination of life-threatening conditions that occurred acutely during the trip abroad. In this context, life-threatening conditions are health conditions which, according to general life experience (e.g. a heart attack) or due to a diagnosis by a third doctor who does not directly treat the condition (e.g. a medical officer of the competent insurer), can lead to the death of the sick person in direct temporal relation;

- 3.2.4. for the treatment of tuberculosis, diabetes, tumors and dialysis if the illness or need for treatment already existed at the start of the insurance contract;
- 3.2.5. for treatment and check-ups relating to pregnancy, if this already existed at the beginning of the insurance period, unless the insured tariff provides otherwise;
- 3.2.6. for illnesses, including their consequences, and for the consequences of accidents resulting from foreseeable war or active participation in violence during civil unrest. Wars or civil unrest are predictable if the US Foreign Office issues a travel warning for the respective country before the start of the trip.
- 3.2.7. for cures and treatments in a sanatorium as well as rehabilitation.

Exception:

These treatments are carried out as a follow-up to an in-patient treatment due to

- a severe stroke,
- a severe heart attack or
- a serious skeletal illness (intervertebral disc surgery, hip endoprosthesis)

and serve to shorten the stay in the emergency hospital. In these cases, you have insurance coverage if you

- notify us of the planned stay before the treatment and
- we have promised the benefits in writing.

- 3.2.8. for withdrawal measures including withdrawal cures.

- 3.2.9. for outpatient treatment in a spa or health resort.

Exception:

- The treatment is necessary due to an accident occurring there.
- You were in the spa or health resort only temporarily and not for the purpose of a cure and got ill there.

- 3.2.10. for treatments through

- spouses,
- parents,
- children,
- Persons with whom you live that are in your own family or host family.

We shall also pay for proven material costs in these cases.

- 3.2.11. for treatments or accommodation based on

- lingering illness,
- long-term care or
- monitoring.

- 3.2.12. for immunization measures or preventive medical checkups.

Exception:

These are the preventive examinations for pregnancies listed under Section 2.5.2.

- 3.2.13. for treatment for reproductive disorders and damage, including infertility, artificial insemination and related preventive and subsequent treatments

- 3.2.14. For

- Pivot teeth,
- insole fillings,
- crownings,
- orthodontic treatments,
- prophylactic services,
- bite blocks and splints,
- function-analytical and function-therapeutic services, and
- implant dental services.

- 3.2.15. for organ donations and consequences

- 3.2.16. We may deduct the statutory benefits from the insurance benefits if we are entitled to benefits from the statutory accident or pension insurance, statutory welfare or accident care.

#### **4 What must you bear in mind in the event of an insured event (obligations)?**

- 4.1. Immediate contact

Please contact our emergency service immediately

- in case of inpatient treatment in hospital.
- before the start of comprehensive diagnostic and therapeutic measures.
- in case of a medically reasonable return transport

You can also contact us in all other cases after your return.

- 4.2. Obligation of disclosure

You must return our claim form completed in full.

If we believe it is necessary, you are required to have yourself examined by one of our doctors.

We need the following proofs from you, which become our property:

- 4.2.1. original documents

- with the name of the person being treated,
- who diagnosed the disease and
- with the services provided by the practitioner according to
- type
- place and
- treatment period.

If other insurance coverage exists for medical treatment costs and if this is claimed first, then copies of invoices shall suffice as proof. The items to be reimbursed must be recorded here.

- 4.2.2. The prescriptions together with the treatment bill and bills for remedies or medical devices together with the prescription.
- 4.2.3. An official death certificate and a medical certificate stating the cause of death if a transfer or burial is to be paid.
- 4.2.4. Other evidence and supporting documents requested by us which we require in order to verify our obligation to pay. This only applies if the procurement is reasonable for you.
- 4.3. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

### **Travel accident insurance (I)**

#### **1 What benefits does your travel accident insurance cover? What deadlines and other prerequisites apply to the individual benefit types?**

- 1.1. Disability allowance

Disability occurs when

- your physical or
- mental capacity

is permanently impaired as a result of an accident. An impairment is permanent if it is expected to exist for longer than 3 years and a change in this condition is not to be expected.

If you suffer disability as a result of an accident, we will pay the disability benefit up to the amount of the agreed insured sum.

- 1.1.1. The disability must have occurred within 15 months of the accident and must have been established in writing by a doctor.
- 1.1.2. You must notify us of the disability claims within 6 months of the determination of the disability. If you fail to do so within this period, you will not be entitled to disability benefits.
- 1.1.3. If you die as a result of an accident within 1 year of the accident, there is no entitlement to disability benefit. In this case, we shall pay a death benefit (Section 1.3) if this has been agreed.
- 1.1.4. You will receive the disability benefit as a one-off payment. The calculation of the benefit is based on the agreed sum insured and the degree of disability caused by the accident.
- 1.1.5. The level of disability is determined by the following dismemberment schedule, insofar as the affected body parts or sensory organs are named there, otherwise by the extent to which the patient's normal physical or mental performance capacity is permanently impaired (subsection 1.1.6). The decisive factor is the accident-related state of health, which is



recognizable at the latest by the end of the 3rd year after the accident.

In the event of loss or complete functional incapacity of the following parts of the body or sensory organs, the degree of disability specified here shall apply exclusively.

Dismemberment schedule:

of an arm in the shoulder joint	70 %
of one arm to upper elbow joint	65 %
of one arm below the elbow joint	60 %
of a hand in the wrist	55 %
of a thumb	20 %
of an index finger	10 %
of another finger	5 %
of a leg over the middle of the thigh	70 %
of one leg up to the middle of the thigh	60 %
of one leg to below the knee	50 %
of one leg to the middle of the lower leg	45 %
of a foot in the ankle	40 %
of a big toe	5 %
of another toe	2 %
of one eye	50 %
of hearing in one ear	30 %
of the smell	10 %
of taste	5 %

In the event of partial loss or partial functional impairment, the corresponding part of the stated degree of disability applies.

1.1.6. For other parts of the body or sensory organs, the degree of disability depends on the extent to which normal physical or mental performance is permanently impaired overall. The benchmark is an average person of the same age and sex. The dimensioning is carried out exclusively according to medical aspects.

1.1.7. A pre-disability exists if affected body parts or sensory organs were already permanently impaired before the accident. It shall be measured in accordance with Sections 1.1.5 and 1.1.6. The degree of disability is reduced by this previous disability.

1.1.8. Degree of disability in the event of impairment of several parts of the body or sensory organs  
An accident can affect several parts of the body or sensory organs. Then the degrees of disability determined in accordance with the above provisions are added together. However, more than 100 % shall not be taken into account.

1.1.9. If you die before the disability is assessed, we will pay a disability benefit if the death is not the result of an accident within the first year of the accident (subsection 1.1.3) and the other conditions for disability benefit under subsection 1.1 are fulfilled.

We pay according to the degree of disability that would have been expected on the basis of the medical findings.

1.1.10. A change in the state of health may occur after the degree of disability has been assessed. You and we are entitled to have the degree of disability assessed once a year by a doctor. You and we are entitled to this right up to a maximum of 3 years after the accident. If we require a reassessment, we will inform you of this together with the declaration of your obligation to perform. If you wish to have a reassessment, you must inform us within 3 years of the accident.

If the final assessment results in a higher disability benefit than we have already paid, interest of 4% per annum shall be payable on the additional amount.

1.2. Accidental insurance with progressive disability scale (350% progression)

If you have entered into an accidental insurance policy with a progressive disability scale with us, we shall supplement the degree of disability determined in accordance with Section 1.1 as follows:

1.2.1. We shall pay an additional 2% of the sum insured for each percentage point exceeding the accidental degree of disability of 25%.

1.2.2. We pay an additional 2% of the sum insured for each percentage point that exceeds the accidental degree of disability of 50%.

The additional benefit is limited to a maximum of €/€ 150.000 for each insured person. If further accident insurance policies are taken out with Crum & Forster SPC for the insured person, the maximum amount applies to all insurance contracts together.

This supplement has the following effect on the amount of the disability benefit:

IG*	VS*	IG*	VS*	IG*	VS*	IG*	VS*
1	1	26	28	51	105	76	230
2	2	27	31	52	110	77	235
3	3	28	34	53	115	78	240
4	4	29	37	54	120	79	245
5	5	30	40	55	125	80	250
6	6	31	43	56	130	81	255
7	7	32	46	57	135	82	260
8	8	33	49	58	140	83	265
9	9	34	52	59	145	84	270
10	10	35	55	60	150	85	275
11	11	36	58	61	155	86	280
12	12	37	61	62	160	87	285
13	13	38	64	63	165	88	290
14	14	39	67	64	170	89	295
15	15	40	70	65	175	90	300
16	16	41	73	66	180	91	305
17	17	42	76	67	185	92	310
18	18	43	79	68	190	93	315
19	19	44	82	69	195	94	320
20	20	45	85	70	200	95	325
21	21	46	88	71	205	96	330
22	22	47	91	72	210	97	335
23	23	48	94	73	215	98	340
24	24	49	97	74	220	99	345
25	25	50	100	75	225	100	350

\* IG = Accident-related degree of disability in %

\* VS = Benefit from the sum insured in %

1.3. Death benefit

If the death occurs within 1 year after the accident, we pay the death benefit in the amount of the agreed insured sum:

1.4. Costs for search, rescue or recovery operations

Following an accident, if you have incurred costs for

- Search, rescue or recovery operations by rescue services organized under public or private law, or
  - the medically ordered transportation of the injured person to a hospital or special clinic, or
  - transportation to the last permanent residence,
- we shall reimburse proven costs in total up to the amount of the agreed insured sum if the costs are not borne
- by third parties or
  - by us through other insurance policies.

Insurance coverage also applies if an accident was imminent or suspected based on specific circumstances.

## 2 When is there an insured event (accident)?

2.1. Definition of accident

An accident occurs when you involuntarily suffer damage to your health as a result of an event (accidental event) that suddenly has an external effect on your body.

2.2. Extended definition of accident

An accident is also considered to have occurred if, as a result of increased exertion, a joint of the limbs or the spine is dislocated or muscles, tendons, ligaments, capsules of the limbs or the spine are pulled or torn.

Menisci and intervertebral discs are neither muscles, tendons, ligaments nor capsules. Therefore, they are not covered by this system.

An increased exertion is a movement whose use of muscles goes beyond the normal actions of daily life. Your individual physical conditions are decisive for the assessment of the use of muscles.

### 3 Which restrictions of the insurance coverage have to be observed?

#### 3.1. Excluded accidents

There is no insurance coverage for the following accidents:

- 3.1.1. Accidents caused by loss of consciousness, strokes, epileptic seizures or other seizures that affect the whole body. A dysfunction of consciousness happens when you are so hampered in your receptivity and ability to react that you are no longer able to cope with the requirements of the existing dangerous situation. Causes for the disturbance of consciousness can be:
- a health impairment,
  - the intake of medication,
  - alcohol consumption,
  - consumption of drugs or other substances that impair consciousness.

#### Exception:

The disturbance of consciousness or the seizure was caused by an accident event as defined in Section 2.1 for which insurance coverage exists under this contract. The exclusion does not apply in these cases.

- 3.1.2. Accidents that happen to you because you deliberately commit or attempt to commit a crime.

#### 3.1.3. Accidents

- as a pilot of an aircraft or air sports equipment, as far as a permit is required according to US law.
- as any other crew member of an aircraft.
- in the case of professional activities to be carried out with the aid of an aircraft.

#### 3.1.4. Accidents due to participation in races with motor vehicles.

The participant is any driver, co-driver or occupant of the motor vehicle. Races are considered races or associated practice rallies in which the achievement of maximum speeds is important.

#### 3.1.5. Health damage due to radiation.

#### 3.1.6. Infections.

#### Exception:

They become infected

- with rabies or tetanus.
- with other pathogens that entered the body through more than minor accident injuries. Accident injuries are minor if they do not require medical treatment without the infection and its consequences.
- by such therapeutic measures or interventions for which insurance cover exists as an exception (Section 3.1.11).

The exclusion does not apply in these cases.

#### 3.1.7. Poisoning due to ingestion of solid or liquid substances through the pharynx (entrance to the esophagus).

#### 3.1.8. Abdominal or pelvic fractures.

#### Exception:

They have arisen as a result of a violent external impact and the impact is covered by insurance coverage under this contract. The exclusion does not apply in this case.

#### 3.1.9. Damage to intervertebral discs as well as bleeding from internal organs and cerebral hemorrhages, provided that no accident event according to Section 2 has caused these health damages predominantly (i.e. more than 50%).

#### 3.1.10. Pathological disorders resulting from psychological reactions, even if they were caused by an accident.

#### 3.1.11. Damage to health caused by curative measures or interventions on the body of the insured person, provided that no accident event pursuant to Section 2 has predominantly (i.e. more than 50%) caused such damage to health. Radiation diagnostic and radiotherapeutic treatments are also considered therapeutic measures or interventions.

#### 3.2. Contribution

If illnesses or infirmities have contributed to the damage to health or its consequences caused by an accident event, the

benefit shall be reduced in proportion to the proportion of the illness or infirmity if this proportion is at least 25%. If illnesses or infirmities have contributed to the damage to health or its consequences caused by an accident event, any entitlement to benefits shall lapse if this proportion amounts to more than 50% or if this event is explicitly excluded under Section 3.1.

### 4 What should happen after an accident (obligations)?

The deadlines and other prerequisites for the individual types of benefits are regulated under Section 1. The following rules of conduct (obligations) must be observed after an accident.

- 4.1. After an accident which is likely to result in a benefit, you must immediately consult a doctor, follow their orders and inform us.
- 4.2. We appoint doctors whenever it is necessary for the assessment of our service obligation. You must get examined by these doctors. We bear the necessary costs and the loss of earnings resulting from the examination.
- 4.3. In order to assess the obligation to pay benefits, we may need information from doctors who treated or examined you before or after the accident, as well as from other insurers, insurance carriers and authorities.  
You must allow us to obtain the necessary information. For this purpose, you can authorize the doctors and the offices mentioned above to provide us with the information directly. Otherwise, you can obtain the information yourself and make it available to us.  
In the event of disability, we will pay up to 1% of the insured sum for the medical fees you incur in order to substantiate your entitlement to benefits. In the case of costs for cosmetic operations as well as for search and rescue operations, up to 1% of the insured sum will be covered.  
We do not bear any other costs.
- 4.4. In the event that the accident leads to your death, we must be notified within 48 hours. Insofar as the necessity for the examination of the obligation to pay benefits, we must be given the right to have an autopsy performed by a doctor commissioned by us.
- 4.5. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section.

## Travel Liability Insurance (3)

### 5 What benefits does your travel liability insurance cover?

#### 5.1. Review of claims against you

You have insurance coverage for the insured consequences of liability risks on the trip.

We first check whether there is an insured event and whether you are obliged to pay compensation under the statutory provisions.

- 5.1.1. If the examination shows that the claims against you are unjustified, we will defend them. This includes disputes with claimants and lawyers as well as possible judicial clarification.
- 5.1.2. Once your obligation to pay damages has been established and an insured event has occurred, we will pay the justified claims up to the amount of the agreed insured sum (insured sum). A justified claim results from
- an acknowledgement given or approved by us,
  - a settlement concluded or approved by us, or
  - a judicial decision.
- 5.1.3. If there is a legal dispute in the event of an insured event, we will conduct this on your behalf and bear the costs. The costs are not deducted from the sum insured (coverage amount). If the justified claims for damages exceed the sum insured, we shall bear the costs only in the ratio of the sum insured (coverage amount) to the total amount of the claims. We are entitled in such cases to exempt ourselves from further claims by paying the sum insured (coverage amount) and our share of

the costs incurred up to that point corresponding to the sum insured (coverage amount).

5.1.4. If you have

- to provide security by operation of law for a pension owed from an insured claim
- or you are permitted to prevent the enforcement of a judicial decision by way of security or deposit, we undertake the provision of security or deposit in your place.

5.2. Extension to rental property damage

The exclusion in accordance with Section 3.1.3 shall not apply to rental property damage.

Damage to rented property occurs when you cause damage to rented accommodation. The insurance coverage also applies to the premises which may be used by you in connection with the accommodation (e.g. dining rooms or shared bathrooms).

Damage to movable items of furniture is only insured if expressly agreed in Section I.

Damage to

- heating, machine, boiler and hot water preparation systems
  - Electrical and gas appliances
- as well as damages caused by wear, tear and excessive strain are not insured.

5.3. Damage to the household of the host family

Contrary to Clauses 1.2 and 3.1.7, liability claims against you for damage to

- movable property (e.g. pictures, furniture, television sets, tableware, carpets)
- to rooms in the host family's household, the use of which is intended and permitted in connection with the accommodation,

shall be deemed insured.

The household of the host family shall include the house or apartment occupied by the host family (main, secondary and holiday residence), including the land and outbuildings or located therein.

The total benefit for all damages to movable property and rooms of the host family within one insurance year or a shorter insurance period, if agreed, shall be limited to twice the amount stated in Section I. The amount of the benefit shall not exceed the amount stated in Section I above. The insurance year shall be a period of 12 months, calculated from the commencement of the insurance, including all contract extensions.

5.4. Deportation costs

Insurance coverage exists for your deportation to your home country ordered by the local authorities. Insurance coverage for deportation costs only exists if the deportation

- was officially ordered within the insured period and the period of the contract with the host family and
- within the period for the stay stated in the residence permit or visa by the authorities.

5.5. Loss of keys

Statutory liability arising from the loss of foreign keys (including general master keys for a central locking system and code cards) that have been legally held in the custody of the insured person is also insured. The insurance coverage is limited to statutory liability claims due to the costs

- for the necessary replacement of locks and locking systems
- for temporary security measures (emergency lock)
- of property protection up to 14 days, calculated from the time when the loss of the key was determined.

The maximum compensation per loss event in accordance with Section I applies to all losses within one insurance year - or a shorter insurance period, if agreed. The insurance year shall be a period of 12 months from the commencement of the insurance.

Excluded are liability claims arising

- from consequential loss of a key (e.g. due to burglary).
- from the loss of safe and furniture keys
- from the loss of other keys for movable property.

5.6. Professional activities

Insurance cover is provided within the framework of

- the exercise of the profession,
- as a volunteer in social or environmental service,
- Intern,
- Work & Travel participant or
- Au Pair.

Only liability claims arising from activities which you are permitted to perform on the basis of your level of training are deemed to be insured. This insurance cover only applies if claims are asserted against you and no other insurance cover exists.

**6 When does an insured event occur?**

6.1. An insured event shall be deemed to have occurred if you as a private individual are obliged to pay compensation to others due to dangers of daily life as a result of the statutory liability provisions under private law applicable at the place of loss.

6.2. Insurance covers events caused by you which directly resulted in the death, injury or damage to health of people (personal injury) or the damage or destruction of property (property damage).

6.3. Several events are regarded as one insured event if they are attributable to the same cause.

**7 Which restrictions of the insurance coverage have to be observed?**

7.1. Non-insured liability risks

7.1.1. relating to salary, pension, wages and other fixed emoluments, meals, medical treatment in the event of disability, welfare claims and claims under tumultuous damage laws.

7.1.2. as a result of your involvement in

- Horse, bicycle or motor vehicle races,
- Boxing and wrestling,
- martial arts of any kind including the preparations (training) for it.

7.1.3. because of damage to third-party property which you have rented, leased, borrowed or acquired through prohibited power of your own or which is the subject of a special custody agreement.

7.1.4. unless expressly co-insured, from the rental, lending or other transfer of use of property to third parties.

7.1.5. as a result of environmental impact on soil, air or water (including water bodies) and any further damage resulting therefrom.

7.1.6. from damage claims of your relatives who live with you in the same household. The following are considered relatives

- Spouse or
- Partner in a cohabitation similar to marriage, or
- Children or
- Parents, adoptive parents, stepparents, or
- Siblings or
- Grandparents or
- Grandchildren or
- In-laws, children-in-law or brothers-in-law.

7.1.7. between several persons who have booked a trip together and who carry out this trip together, unless expressly insured.

7.1.8. that result from you inflicting a disease on others.

7.1.9. from the use

- of a motor vehicle (e.g. passenger car, motorcycle or truck),
- of an aircraft, or
- of a watercraft.

It is irrelevant whether you are the owner, proprietor, keeper or driver of the vehicle.

- 7.1.10. from the ownership, keeping or herding of animals as well as from the practice of hunting.
- 7.1.11. if not expressly co-insured, from the pursuit of a profession, service, office (also honorary office) or activity in any kind of organization
- 7.1.12. from the use of weapons of all kinds.
- 7.1.13. from all resulting financial losses.
- 7.2. Limitation of benefits
- 7.2.1. Compensation is limited to the agreed insured sums for each insured event. This shall also apply if the insurance coverage extends to several persons liable to pay compensation under the same insurance contract.
- 7.2.2. The compensation payments for all insured events within the insured period are limited to 2 times the agreed insured sums. Several events are regarded as one insured event if they are attributable to the same cause.
- 7.2.3. If you have to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the residual amount of the sum insured remaining after deduction of any other benefits from the insured event, the annuity to be paid will only be reimbursed by us in the ratio of the sum insured or its residual amount to the capital value of the annuity.
- 7.2.4. If the settlement of a liability claim demanded by us through acknowledgement, satisfaction or settlement fails due to your conduct, we shall not be liable for the additional costs of compensation, interest and costs arising from the refusal.
- 7.2.5. If you make an acknowledgement without our consent, it shall only bind us if the claim would also have existed without such acknowledgement. This also applies to settlements that you conclude without our consent.

## **8 What must be considered in the event of a claim (obligations)?**

- 8.1. Immediate notification of damage  
If a claim for damages is asserted against you, please notify us of this damage immediately.
- 8.2. Immediate notification in the event of litigation  
If an investigation procedure is initiated or an order for punishment or an order for payment is issued, you must notify us immediately. This also applies if you have already reported the insured loss yourself.  
If a claim is asserted against you in court or by order for payment, if legal aid is applied for or if the third party is announced to you in court, you must also report this immediately.  
The same applies in the event of arrest, injunction or proceedings to preserve evidence.
- 8.3. Transfer of process control  
In the event of a civil liability suit, you must leave the conduct of the case to us, give power of attorney to the attorney appointed or designated by us and provide all information deemed necessary by him or by us.  
You must object to reminders or orders by administrative authorities for damages without waiting for our instructions, lodge an objection in due time or take the necessary legal action.
- 8.4. Transfer of right exercises in pension cases  
If, as a result of changed circumstances, you acquire the right to demand the cancelation or reduction of a pension payable, you are obliged to have this right exercised by us on your behalf.
- 8.5. Authorization  
We shall be deemed authorized to make all declarations on your behalf which appear expedient for the settlement or defense of the claim.
- 8.6. Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations result from Section 7.5 of the General Section

## **Emergency insurance (E)**

### **9 General rules on insurance cover**

We shall pay if there is an insured event listed under item 2. A loan must be repaid to us within 1 month of the end of the trip in one lump sum. To obtain a loan, you must present a copy of your identity card or passport to our emergency service.

### **10 When does an insured event occur?**

- 10.1. Salvage costs  
After an accident, did you incur costs for search, rescue or recovery operations by rescue services organized under public or private law? We will reimburse the costs up to the agreed amount.
- 10.2. Return transport  
We will reimburse - except in the event of an interruption to your trip abroad - the additional costs for a return transport to the nearest suitable hospital in your home country, provided that the return transport is medically prescribed, medically reasonable and justifiable.  
The assessment of medically reasonable and justifiable return transportation is carried out by an advisory physician of the insurer in coordination with the treating physician in the country of residence.
- 10.3. Medical visit  
We will reimburse the cost of a medical visit if it is established that you will need to stay in hospital for more than 5 days. In this case, if desired, we can organize the
  - trip of a close acquaintance to the place of the hospital stay and back to the place of residence and
  - cover the outward and return trip costs.
 The prerequisite, however, is that you are still in hospital when the person close to you arrives.
- 10.4. Funeral or transportation costs  
We organize the transportation of the deceased to the permanent residence and bear the costs for this or bear the costs for a burial at the place of stay up to the amount that would have been incurred if the deceased had been transferred.
- 10.5. Loss of travel funds  
If you are in financial distress due to the loss of your travel funds due to
  - theft or
  - robbery or
  - any other loss
 we establish contact with your local bank via our emergency call service.
  - If necessary, we will help you transfer an amount made available to you by your local bank.
  - If it is not possible to contact your local bank within 24 hours, we will provide you with a loan up to the agreed amount via our emergency call service.

### **11 What must you bear in mind in the event of an insured event (obligations)?**

- 11.1. Contact Team Assist  
The prerequisite for the benefits of the emergency insurance is that you or one of your authorized representatives contact Team Assist by telephone or in any other way when the insured loss occurs. This contact must be made immediately. You will find the telephone number under "Behavior in case of claim" in the terms and conditions or on your insurance confirmation.
- 11.2. Declaration of repayment for loans  
If you receive a loan payment, you must submit a signed repayment declaration of the loan to us.
- 11.3. Consequences of non-compliance with obligations



The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

## Return trip emergency insurance (T)

### 12 What benefits does your emergency return trip insurance cover?

#### 12.1. Emergency home trip

We pay for your emergency home-travel from abroad and cover the costs up to the agreed amount of insurance per insurance year for:

- 12.1.1. Your interim return trip to your home country in a simple trip mode, e.g. 2nd class train trip or cheapest economy class air ticket, in the event of serious illness, life-threatening consequences of an accident, or death of a parent or sibling, provided that the serious illness or accident in the event of a parent or sibling did not occur until after your arrival in the host country and has been medically ascertained and the original ticket cannot be used or rebooked;
- 12.1.2. Your return trip to the foreign country in the case of an emergency home trip in a single form of travel, e.g. 2nd class rail travel or cheapest economy class air ticket, if you remain in the foreign country for more than 30 days before the originally planned return trip or if you have to return to the foreign country to take an examination necessary to further your school career. We will cover the costs for the return trip if the return ticket has been used or rebooked for the emergency return trip.
- 12.2. Medical visit  
If it is certain that your stay in hospital will last longer than 14 days, we will, at your request, organize a one-time trip for a person close to you to the place of hospital stay and from there back to your place of residence and bear the costs incurred for the means of transport for the outward and return trip (economy class). However, the prerequisite is that your stay in the hospital has not been completed by the time the close person arrives.

### 13 What must you bear in mind in the event of an insured event (obligations)?

- 13.1. The prerequisite for the benefits is that you or your representative contact our worldwide emergency service by telephone or in any other way when the insured loss occurs.
- 13.2. The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

## Luggage insurance (L)

### 14 What things does your luggage insurance cover?

- 14.1. The insurance covers personal travel necessities that you take with you on your trip as well as gifts and souvenirs that you acquire during the trip.
- 14.2. Sports equipment, as well as its accessories (but not engines), is only insured as long as it is not used as intended.
- 14.3. Precious items are only insured if they
  - are worn or used in accordance with their intended purpose, or
  - are carried in personal custody and held in safe custody, or
  - are in a properly locked room in a building or on a passenger ship, or
  - have been handed over to the campsite management for safekeeping, or
  - are not visible on an official campsite in a caravan/camper van properly secured by a lock or in a permanently enclosed motor vehicle secured by a lock.

Precious items include furs, jewelry, valuables made of precious metals, photographs and film cameras, computer equipment, electronic communication and entertainment equipment including accessories.

In the event that you do not have any jewelry and precious metal objects in personal custody, they shall only be insured as long as they are stored in a sealed container which offers increased security against the removal of the container itself.

### 15 What services does your luggage insurance cover?

In the event of an insured event, we shall reimburse

- 15.1. your insured value at the time of the occurrence of the loss up to the sum insured for destroyed or lost items. The insured value is the general amount required to acquire new items of the same type and quality at the permanent place of residence of the insured person, less an amount corresponding to the condition of the insured items (age, wear and tear, use, etc.) (current value).
- 15.2. damaged, repairable items, the necessary repair costs and, if applicable, a lasting depreciation, but not more than the insured value.
- 15.3. films, images, sound and data carriers of the material value.
- 15.4. the recovery of identity cards, passports, motor vehicle papers and other identity documents as the official fees.

### 16 When does an insured event occur?

You are under the insurance cover if your luggage is affected during an insured event. An insured event occurs when

- 16.1. checked in baggage
  - is lost,
  - destroyed or damaged, while in the custody of a transportation official, tourist accommodation or luggage storage facility.
- 16.2. checked luggage does not reach its destination on the same day as you arrive (delivery deadline exceeded).
- 16.3. luggage is lost, destroyed or damaged during the rest of the travel period as a result of
  - criminal acts of third parties. These include theft, burglary, robbery, extortion and deliberate damage to property.
  - transportation accidents (such as traffic accidents).
  - Fire, lightning, explosion, storm, flood, landslide, earthquake, avalanche.

### 17 What compensation limits are to be observed?

Unless otherwise agreed, we will reimburse the following per insured event in case of

- 17.1. exceeding the delivery deadline, the proven expenses for necessary replacement purchases up to €/ \$ 500.
- 17.2. Damage to valuables up to 50% of the sum insured.
- 17.3. Damage to glasses, contact lenses and hearing aids, musical instruments, computer equipment and electronic communication and entertainment equipment, each with accessories, up to €/ \$ 250 per item.
- 17.4. Damage to golf and diving equipment and bicycles, each with accessories, up to 50% of the sum insured.
- 17.5. Damage to wave boards and sailing equipment, each with accessories, up to 50% of the sum insured.
- 17.6. Damage to gifts and souvenirs acquired during the trip up to a maximum of €/ \$ 300.

### 18 Which restrictions of the insurance coverage have to be observed?

#### 18.1. Non-insured property and events

The following are not insured

- 18.1.1. Damage caused by the loss, lying, standing or hanging of objects.
- 18.1.2. Damages caused by the natural or defective nature of the insured items, or wear and tear.



- 18.1.3. Cash, cheques, cheque cards, credit cards, telephone cards, bonds, tickets, certificates and documents of all kinds, objects of predominantly artistic or amateur value, dental Gold, prostheses of all kinds, firearms of all kinds including accessories as well as land, air and water vehicles, hang-gliders, gliders, parachutes, each with accessories.
- 18.2. Limitation of insurance coverage in the event of serious misconduct  
In the event that the insured event is caused by gross negligence, we shall be entitled to reduce the benefit in proportion to the seriousness of the fault.
- 18.3. Limitation of insurance coverage in motor vehicles and water sports vehicles and in camping through criminal acts of third parties
- 18.3.1. There is insurance coverage for damage to luggage
- in motor vehicles,
  - trailers and
  - water sports vehicles.
- The prerequisite is that the luggage is not visible in a tightly enclosed and locked interior or luggage compartment (in the case of water sports vehicles, a cabin or packing box) or in luggage boxes firmly attached to the vehicle.
- 18.3.2. If the items are left unattended, insurance coverage is only provided during the day between 6.00 am and 10.00 pm and when the vehicle, trailer or tent is closed. The insurance covers an unattended motor vehicle between 10 p.m. and 6 a.m. during an interruption of no more than 2 hours. The only supervision is your permanent presence or the permanent presence of a trusted person you have instructed at the property to be secured.
- 18.3.3. The insurance only covers damage to luggage during camping or camping on official campsites (set up by authorities, associations or private entrepreneurs).

## 19 What must be considered in the event of a claim (obligations)?

- 19.1. Safeguarding of compensation claims against third parties  
You must immediately report any damage to luggage in custody or damage
- caused by late delivery to the point of posting and
  - have this confirmed in writing.
- A certificate of this shall be submitted to us. In the case of damage that is not externally recognizable, you must immediately request the respective company to inspect and certify the damage after discovery, observing the respective complaint period, at the latest within 7 days.
- 19.2. Police notification  
In the event of damage caused by criminal acts of third parties and fire damage, you must
- Notify the police department without delay and
  - submit a complete list of all items affected by the claim to the police department and have this confirmed in writing.
- An individual list of the items involved in the claim must be submitted to the police and must include information on the date of purchase and the purchase price of each item.
- The complete police protocol must be submitted to us.
- 19.3. Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are set out in Section 7.5 of the General Section

enter into the contract with the agreed content and for which the insurer has requested in text form before submitting his declaration of contract.<sup>2</sup> In the event that the insurer poses questions within the meaning of sentence 1 after the insurance holder's declaration of contract but before acceptance of the contract, the insurance holder shall also be obliged to notify the insurer to this extent.

(2) In the event that the insurance holder violates his duty of disclosure pursuant to paragraph 1, the insurer may withdraw from the contract.

(3) <sup>1</sup>The insurer's right of withdrawal is excluded if the insurance holder has not breached the duty of disclosure either intentionally or through gross negligence. <sup>2</sup>In this case, the insurer has the right to terminate the contract by giving one month's notice.

(4) The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure and his right of termination pursuant to paragraph 3 sentence 2 shall be excluded if he would have concluded the contract even if he had been aware of the undisclosed circumstances, albeit under different conditions. <sup>2</sup>At the insurer's request, the other conditions become part of the contract retroactively from the current insurance period in the event of a breach of duty for which the insurance holder is not responsible.

(5) The insurer shall only be entitled to the rights under paragraphs 2 to 4 if he has informed the insurance holder of the consequences of a breach of the obligation to notify by means of a separate notification in text form. <sup>2</sup>The rights shall be excluded if the insurer was aware of the undisclosed risk circumstance or the incorrectness of the notification.

(6) If the premium is increased by more than 10 percent in the case of paragraph 4 sentence 2 as a result of a change in the contract or if the insurer excludes the risk insurance for the undisclosed circumstance, the insurance holder may terminate the contract without notice within one month of receipt of the insurer's notification. <sup>2</sup>The insurer must inform the insurance holder of this right in the notification.

### § 37 Late payment for first premium

(1) If the one-time premium or the first premium is not paid on time, the insurer is entitled to withdraw from the contract as long as payment has not been affected, unless the insurance holder is not responsible for the non-payment.

(2) <sup>1</sup> If the one-time or first premium is not paid when the insured event occurs, the insurer is not obliged to pay, unless the insurance holder is not responsible for the non-payment. <sup>2</sup>The insurer shall only be exempt from indemnification if it has drawn the insurance holder's attention to this legal consequence of non-payment of the premium by means of a separate notification in text form or by a conspicuous reference on the insurance confirmation.

### § 38 Delayed payment for subsequent premium

(1) <sup>1</sup>If a subsequent premium is not paid on time, the insurer may, at the insurance holder's expense, set a payment deadline in text form, which must be at least two weeks. <sup>2</sup>The provision shall be enforceable only if it sets out in detail the amounts of premium, interest and costs in arrears and the legal consequences of the expiry of the period referred to in paragraphs 2 and 3; in the case of grouped contracts, the amounts shall be indicated separately.

(2) If the insured event occurs after expiry of the deadline and if the insurance holder is in default with the payment of the premium or the interest or costs upon occurrence, the insurer is not obliged to indemnify.

(3) <sup>1</sup>The insurer may terminate the contract without notice after the expiration of the deadline if the insurance holder is in default with the payment of the amounts owed. <sup>2</sup>The termination can be combined with the determination of the payment deadline in such a way that it becomes effective upon expiration of the deadline. If the insurance holder is in default of payment at this point in time; the

## Section IV Extract from the Insurance Contract Act

### § 19 Duty of disclosure

(1) The insurance holder must notify the insurer of the circumstances of risk known to him which are relevant to the insurer's decision to

insurance holder must be expressly informed of this in the termination. <sup>3</sup>The termination ceases to be effective if the insurance holder makes the payment within one month of the termination. Or, if it has been associated with the determination of the deadline, within one month of the expiration of the deadline; paragraph 2 remains unaffected.

## Section V Explanatory notes

We would like you to have a good understanding of your insurance. For this reason, we would like to explain the technical term "unexpected serious illness" and give you some examples. Please bear in mind that the examples provided are not exhaustive.

Insurance covers unexpected serious illness. The illness must be "unexpected" and "severe". First of all, we would define the criterion "unexpected" and then give examples of "serious" illnesses.

Case 1: Any first occurrence of illness after taking out the insurance and after travel booking is regarded as unexpected.

Case 2: The insurance also covers the recurrence of an illness if no treatment has been carried out for this illness in the last 2 weeks prior to conclusion of the insurance policy.

Case 3: Insofar as there has been no treatment for an existing illness within the last 6 months prior to conclusion of the insurance policy, the unexpected deterioration of this illness is also insured.

Regular medical examinations to determine the state of health do not count as treatment. The tests are not carried out on the basis of a specific cause and are not intended to treat the illness.

### All conceivable cases are not insured. Example where there is no "unexpected serious illness" (not exhaustive):

- The insured person suffers from an illness in which relapses are a characteristic feature of the course (e.g. multiple sclerosis, Crohn's disease). A treatment for the existing illness has been carried out in the last 6 months before the conclusion of the insurance contract or travel booking. Therefore, this illness is not insured.

## Contact

### In case of emergency

**Team Assist – On Call International**

**24-Hour Emergency Medical Assistance Service**

**Inside the U.S.:** +1-877-714-8179 (Toll Free)

**Outside the U.S.:** +1-603-952-2660 (Collect Calls Accepted)

**E-mail:** mail@oncallinternational.com

Team Assist is a non-insurance service and is not affiliated with Crum & Forster SPC.

### Claim Center

CareMed Claims

CISI Claim Department

1 High Ridge Park

Stamford, CT 06905, USA

Opening hours: 9:00 am – 5:00 pm EST

Phone: +1 203-399-5130

Phone: +1 866-404-2062 (press #1)

Fax: +1 203-399-5596

E-mail: claimhelp@culturalinsurance.com

### CareMed Sales Contact

CareMed International Insurance

Budapester Str. 4

53111 Bonn, Germany

Phone: +49 (0)228-5554900

Fax: +49 (0)228 55549075

E-mail: info@caremed-travel.com

### CareMed US Office

Cultural Insurance Services International, Inc.

CareMed USA

1 High Ridge Park

Stamford, CT 06905

USA

## Complaints

In the event that You are dissatisfied and wish to make a complaint You can do so to the Complaints team at:

1 High Ridge Park  
Stamford, CT 06905  
USA  
+1-203-399-5130  
claimhelp@culturalinsurance.com

It is Our intention always to supply a first-class standard of service and should You remain dissatisfied and are unable to resolve the situation, or You wish to make an enquiry regarding this insurance You may contact Us at the following address:

Fairmont Specialty Trust  
ITA GlobalTrust, LTD  
Suite 4210, 2nd Floor Canella Court,  
48 Market St,  
Camana Bay  
PO Box 32203,  
Grand Cayman KY1-1208,  
Cayman Islands

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

“License” or “Licensed” means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**Beneficiary:** The Insured may designate a beneficiary for Accidental Death Benefits, if any. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

**Assignment:** We may pay benefits directly to any Hospital or person rendering covered services, unless the Covered Person requests otherwise in writing no later than the time he or she submits written proof of loss. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

## ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy, the application of the Policyholder, a copy of which is attached, endorsements, riders, and the application or participation agreement with the Participating Organization and attached papers constitute the entire contract between the parties. If an application of a Plan Participant is required, the application of any Plan Participant, at Our option, may also be made a part of this contract.

All statements made by the Policyholder, Participating Organization, or by a Plan Participant are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Plan Participant's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Workers' Compensation Insurance:** The Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any

Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due.

**Clerical Error:** Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**EVIDENCE OF COVERAGE:** Where it is required by law, or upon the request of the Policyholder, an Evidence of Coverage of insurance will be delivered to the Participating Organization for delivery to each Plan Participant. Each Evidence of Coverage will list the benefits, conditions and limits of the Evidence of Coverage. It will state to whom the benefits will be paid.

**ASSIGNMENT:** No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

**INSOLVENCY:** The insolvency, Bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Plan Participants under the Policy.

**WAIVER:** Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

**SANCTIONS:** The Company shall not be deemed to provide coverage nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



## SUBSCRIPTION AGREEMENT

I hereby apply to be a Plan Participant of the Fairmont Specialty Trust (the "Trust") and to participate in the insurance coverage extended to Plan Participants under the Trust by Crum & Forster SPC ("the Company") to Plan Participants under the Trust (the "Coverage"). I understand that the Coverage is not a general health insurance product, but is intended for use in the event of a sudden and unexpected event while traveling outside my Home Country. I understand that the Coverage extended to me will terminate upon my return to my Home Country. I understand that I may obtain full details of the insurance by requesting a copy of the Master Policy from the Plan Manager. I understand that the liability of the Company as insurer of the Coverage is as provided in the Master Policy. By acceptance of coverage and/or submission of any claim for benefits, the Plan Participant ratifies the authority of the signer to so act and bind the Plan Participant.

The Plan Participant undertakes to make all premium payments as they fall due in respect of the Coverage extended to them. The Plan Administrator shall not be responsible for the administration of such payments. If the Plan Participant fails to make any premium payment due in respect of the Coverage extended to them, subject to the discretion of the Insurance Company, such Coverage will lapse.

The Plan Participant hereby confirms the accuracy of all information validity of all representations and warranties provided to the Plan Administrator in connection with its participation in the Plan and/or the subscription for the Coverage, howsoever provided, including the terms of this Subscription Agreement, (together "Representations & Warranties"). The Plan Participant acknowledges that certain of such information will be relied upon by the Company as insurers of the Coverage and that any inaccuracy therein may result in the invalidity of such Coverage as it relates to the Plan Participant, the loss of Coverage and all monies paid in relation thereto. The Plan Participant hereby undertakes to inform the Plan Administrator of any change to any of matter that forms the subject of any of the Representation & Warranties. The Plan Participant hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any Representation & Warranty or failure to advise the Plan Administrator of any change in any matter that forms the subject of any of the Representation & Warranties. The Plan Participant agrees that the Plan Administrator shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Plan Participant and the Plan Participant hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by the Plan Administrator acting in accordance with any such instruction.

Payments under the terms of the Coverage shall be paid by the Insurers to the Plan Participant or directly to a provider if assignment of benefits has been authorized. The Plan Administrator shall not be responsible for the administration of such payments.

I confirm that I have satisfied myself that the insurance is appropriate for me and that I meet the eligibility criteria.

## Medical Claim form

Your personal data	
Last name:	First name:
Date of birth (DD/MM/YY):	Gender:
Date of departure from home country*:	
*please add travel receipts for proof of departure, e.g. plane or train ticket or separate written statement	
Insurance period from to	Extension period from to
Address in home country	Address in country of destination
Street:	c/o:
City, ZIP code:	Street:
State:	City, ZIP code:
Country:	State:
Phone number:	Country:
E-mail address:	Phone number:
Your medical treatment	
Type of illness or accident:	
Has this illness/accident occurred or has been treated prior to start of travel?    yes <input type="checkbox"/> no <input type="checkbox"/>	
If yes, when?	
In case of an accident:    own responsibility <input type="checkbox"/> caused by a third party <input type="checkbox"/>	
Is there currently insurance cover through another health insurance provider (e.g. credit card)?	
If yes, which insurance?	
Number of enclosed documents:	
Reimbursement	
Payments are possible only by bank transfer.	
Have you already paid the doctor's bill?    yes <input type="checkbox"/> no <input type="checkbox"/>	
If no, payment will be made directly to the doctor/hospital:	
Name of attending doctor/hospital:	
Address of attending doctor/hospital:	
If yes, you will receive reimbursement by wire transfer to the below account:	
Account holder:	
Name of bank:	
Address & country of bank:	
SWIFT/BIC (please indicate in any case):	
IBAN (please indicate in any case):	
Claim documents	
<p><b>Please e-mail completed and signed claim form as well as invoices, documents and available medical reports to our claim office.</b></p> <p>INCOMPLETE OR WRONG INFORMATION MAY CAUSE A DELAY IN CLAIM PROCESSING.</p>	<p><b>Claim Center</b>  CareMed Claims  CISI Claim Department  1 High Ridge Park  Stamford, CT 06905, USA  Opening hours: 9:00 am – 5:00 pm EST  Phone: +1 203-399-5130  Phone: +1 866-404-2062 (press #1)  Fax: +1 203-399-5596  E-mail: <a href="mailto:claimhelp@culturalinsurance.com">claimhelp@culturalinsurance.com</a></p>
I hereby authorize any hospital, physician or other person who has attended or examined me, including those in my home country to furnish to the Assistance Center, or its representative, all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical reports. A photostatic copy of this authorization shall be considered as effective and valid as the original.	
Date	Signature of insured