

Terms and Conditions of Travel Insurance provided by ETI International Travel Protection (TC/Air Berlin)

The following terms and conditions under Articles 1 – 12 and the glossary apply to all types of travel insurance offered by ETI International Travel Protection (hereinafter referred to as ETI). The following Articles A – H govern the cover provided by each type of insurance.

General Terms and Conditions

Article 1 →Insured trips

Insurance cover is provided for the relevant →insured trip.

Article 2 Beginning and end of insurance cover

The insurance cover

- must be concluded for the duration of the entire trip;
- begins in the Travel Cancellation Insurance (part A) with the conclusion of the insurance policy and ends when the trip commences (→commencement start of trip);
- not applicable;
- begins in the other insurance packages at the agreed point in time, at the earliest on starting the trip (→start of the trip), and ends at the agreed point in time, but at the latest on ending the →insured trip;
- will extend beyond the agreed point in time if the scheduled end of the trip is delayed for reasons beyond the control of the →insured person.

Article 3 Premium

- The premium is due →immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.
- If the premium has not been paid when the insured event occurs, ETI will be released from the obligations to make payments, provided that the →policyholder is responsible for non-payment.

Article 4 Exclusions

- Loss or damage resulting from war, civil war, events similar to war, civil commotions, →pandemics, nuclear energy or other ionising radiation, strikes and other forms of industrial action, requisition, and other events relating to Act of God.
- However, there shall be insurance cover if the →insured person is unexpectedly affected during the →insured trip by an event involving a war or civil war. This insurance cover lapses at the end of the seventh day after the commencement of a war or civil war. The extension will not apply to trips in states where a war or civil war is already in progress on the territory of the state at the point in time when the →insured person entered the state, or where the outbreak of hostilities was predictable. The extension is also not applicable to active participation in the war or civil war and for accidents with ABC weapons.
- Loss or damage in connection with terrorist attacks is not covered, if the Foreign Ministry issued a travel alert for the corresponding destination territory before the →start of the trip.

Article 5 Obligations following occurrence of the insured event

- The →insured person is under an obligation,
 - not to do anything which might result in an unnecessary increase in costs (obligation to reduce losses);
 - to notify ETI of the loss or damage →immediately;
 - to allow ETI to carry out any reasonable investigations into the cause and extent of its liability to make payment, truthfully to give any factual information which may be helpful for this purpose, to supply original documents in support, and, where appropriate, to release the doctors providing treatment from their duty of professional confidentiality, if knowledge of data is necessary in order to establish whether ETI has an obligation to pay the claim and if so, the level of payment to be made.
- If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

Article 6 Payment of benefit

Once the cause and extent of ETI's liability has been established, the benefit must be paid within two weeks.

Article 7 Claims against third parties

- To the extent allowed by law, claims for damages against third parties are assigned to ETI up to an amount equal to the sum paid out.
- The →insured person will be under an obligation, where required, to assign claims for damages in this amount to ETI.

Article 8 Special reasons for lapse of cover

ETI is released from its liability to make payment if, after the occurrence of the insured event, the →insured person deliberately attempts to deceive ETI as to the circumstances which are material to the cause or extent of its liability to make payment or intentionally or deliberately makes untrue statements, particularly in the claim notification, even when this does not cause loss or damage to ETI. In the case of intentional wrongdoing, ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made.

Article 9 Benefits under other insurance policies

- If an insured event occurs and benefit can be claimed under other insurance policies, these liability obligations shall take precedence. This shall also be applicable if a subordinated liability has been agreed in one of these insurance policies. The claims of the →insured person shall not be affected and shall not be impaired by this circumstance. If the →insured person reports the insured event to ETI, the latter will perform first and settle the claim in accordance with the terms and conditions of insurance.
- not applicable.

Article 10 Domestic jurisdiction /Applicable law

- Jurisdiction for actions against ETI will be vested in the courts of London or in the courts of the place of residence of the →policyholder in the United Kingdom.
- Where legally permitted, the applicable law will be the law of the United Kingdom.

Article 11 Statute of limitations

- Claims arising from the insurance policy shall lapse within three years. The limitation of time commences at the end of the year in which the claim arose and came to the attention of the →insured person or must have come to that person's attention.
- If the →insured person has notified his/her claim to ETI, the limitation of time is suspended until the →insured person has received the decision from ETI.

Article 12 Notices and declarations of intent

Notices and declarations of intent of the →insured person, the →policyholder and ETI must be in writing (e.g. letter, fax, email), unless expressly agreed to the contrary. →Insurance agents shall not be authorised for acceptance.

A Travel Cancellation Insurance

§ 1 Cover provided

ETI will pay up to a total of the amount of the contractually agreed insurance sum in each case

- for cancellation of the trip;
- for delayed →commencement of the trip;
- for agency charges.

§ 2 Cancellation of the trip

- ETI will reimburse the contractually agreed cancellation charges, if
 - the →insured person or a risk person is affected by one of the insured events listed below,
 - the occurrence of the event could not be foreseen when the outward or return journey was booked,
 - the cancellation took place on account of this event and
 - it is therefore not reasonable to expect the →insured person or risk person to undertake the trip as scheduled.
- Insured events are
 - death;
 - serious injury resulting from an accident;
 - unexpected serious illness;
 - pregnancy;
 - immunisation intolerance;
 - breaking of prostheses and loosening of implanted joints;
 - loss or damage to property due to fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake, landslide or criminal action by a third party, if the loss or damage is sub-

stantial or the presence of the →insured person is necessary for loss assessment;

- loss of employment as a result of unexpected dismissal by the employer for business reasons;
 - the taking up of employment where this person was registered as unemployed when the trip was booked;
 - School examinations that have to be taken in order to move up to the next higher class or to obtain the school-leaving certificate (resit examinations), if the date for the school examination falls unexpectedly in the insured travel time or is scheduled to take place within 14 days of the scheduled end of the trip.
- Risk persons are
 - The →relatives of the →insured person;
 - Carers;
 - Persons travelling on the trip and their →relatives and →carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. →Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Delayed →start of trip

- ETI will pay verified additional costs of the outward trip up to the amount of the cancellation costs which would have been incurred if the trip had been cancelled →immediately.
- A prerequisite for this is that the →insured person would have been entitled to insurance benefit in the event of cancellation of the trip pursuant to §2. The costs will be paid corresponding to the type and standard originally booked outward trip.

§ 4 Agency charges

- ETI will reimburse the contractually agreed agency charges owed by the →insured person, if these charges were contractually agreed at the time that the trip was booked, were owed and invoiced, and ETI will reimburse such charges in the amount of the insured sum selected.
- A prerequisite for this is that the →insured person is entitled to reimbursement of cancellation costs pursuant to §2. If the agency charges exceed the scope generally deemed to be customary and reasonable, ETI shall be entitled to reduce its payment to a reasonable amount. Charges only owed to the travel agent as a result of cancelling the trip are not reimbursed (e.g. processing charges for cancellation of a trip).

§ 5 Exclusions

No insurance cover is provided,

- if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
- in the case of →chronic psychiatric illnesses, even if these occur as episodes;
- if the medical referee appointed by ETI (see §6 No. 3 c) does not confirm the incapacity to travel;
- in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- for agency charges owed to the travel agent as a result of cancelling the trip (e.g. processing charges for cancelling a trip).

§ 6 Obligations following occurrence of the insured event

- In order to receive a benefit pursuant to §2, the →insured person will be under an obligation to cancel the trip →immediately on the occurrence of the insured cause of cancellation in order to keep the cancellation charges to a minimum.
- The →insured person shall submit the following documents to ETI:
 - proof of insurance, booking documents and as necessary a bill for cancellation costs and a bill for payments to intermediaries including verification of payment;
 - in the case of serious injury due to an accident, unexpected serious illness, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - in the case of death a death certificate;
 - in the case of damage to property suitable verifications (e.g. police report);
 - in the case of loss of employment the notice of termination from the employer;
 - in the case of taking up employment the notification of deregistration from the Job Centre and a copy of the new employment contract as proof of the new employment;
 - in the case of a resit for an examination a certificate of confirmation from the school;

- h) in the case of cancellation of a holiday home, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hired item for further rental purposes.
3. At the request of ETI, the →insured person is also obliged to carry out or permit the following as proof of the insured event,
- to submit a certificate of disability and as necessary a specialist medical report;
 - to grant ETI the right to initiate an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or an unexpected serious illness in the form of a specialist medical report;
 - to undergo an examination carried out by a medical referee appointed by ETI.
4. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 7 Excess

The excess to be paid by the →insured person for each insured event shall be 20% of the benefit payment, but at least £25 per person.

§ 8 Value insured / Underinsurance

- The sum insured per →insured trip must correspond to the full agreed price of the trip including any payments due to intermediaries on booking (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
- If the sum insured is lower than the value insured when an insured event occurs (underinsurance) ETI will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

B Rebooking Fee Insurance

§ 1 Cover provided

- ETI will reimburse the contractually agreed rebooking fees for insured flights up to £150 as well as the additional costs up to £150 of the rescheduled flights. Cover is provided for a rebooking/rescheduling of insured flights during the insured period.
- ETI will assist with rebooking the insured flights and, if possible, take care of the respective organisation.

§ 2 Rebooking

- ETI will reimburse the contractually agreed rebooking fees for insured flights up to £150 as well as the additional costs up to £150, but the total reimbursement will not exceed the cancellation cost which the insured person would have incurred in case the flights would not have been rebooked, but cancelled immediately, provided that
 - the →insured person or a risk person is affected by one of the insured events listed below,
 - the occurrence of the event could not be foreseen when the outward or return journey was booked,
 - the cancellation took place on account of this event and
 - it is therefore not reasonable to expect the →insured person or risk person to undertake the trip as scheduled.
- A prerequisite for this is that the insured person would have been entitled to obtain insurance benefit in the event of cancellation of the trip pursuant to part A. The costs will be paid corresponding to the type and standard originally booked.
- Insured events are
 - death;
 - serious injury resulting from an accident;
 - unexpected serious illness;
 - pregnancy;
 - immunisation intolerance;
 - breaking of prostheses and loosening of implanted joints;
 - loss or damage to property due to fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake, landslide or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person is necessary for loss assessment;
 - loss of employment as a result of unexpected dismissal by the employer for business reasons;
 - the taking up of employment where this person was registered as unemployed when the trip was booked;
 - School examinations that have to be taken in order to move up to the next higher class or to obtain the school-leaving certificate (resit examinations), if the

- date for the school examination falls unexpectedly in the insured travel time or is scheduled to take place within 14 days of the scheduled end of the trip.
4. Risk persons are
 - The →relatives of the →insured person;
 - Carers;
 - Persons travelling on the trip and their →relatives and →carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. →Relatives travelling on the trip are always deemed to be risk persons.
5. If an insured case occurs and the rebooking was arranged through cancellation and new booking, the insured person has the choice either to claim the refund within the scope of rebooking fee insurance or claiming the travel cancellation insurance. The →insured person has to exercise this right of choice bindingly within declaration of the claim.

§ 3 Assistance for Rebooking

ETI will assist with rebooking the flight when requested and where it is possible. This assistance service will be provided by our 24 hour emergency centre.

§ 4 Exclusions

- No insurance cover is provided,
- if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
 - in the case of →chronic psychiatric illnesses, even if these occur as episodes;
 - if the medical referee appointed by ETI (see § 6 No. 3c) does not confirm the incapacity to travel;
 - in the case of medical interventions on donor organs and other aids (e.g. hearing aids).

§ 5 Obligations following occurrence of the insured event

- The →insured person shall submit the following documents to ETI:
 - proof of insurance, booking documents and as necessary a bill for cancellation costs and a bill for payments to intermediaries including verification of payment;
 - in the case of serious injury due to an accident, unexpected serious illness, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - in the case of death a death certificate;
 - in the case of damage to property suitable verifications (e.g. police report);
 - in the case of loss of employment the notice of termination from the employer;
 - in the case of taking up employment the notification of deregistration from the Job Centre and a copy of the new employment contract as proof of the new employment;
 - in the case of a resit for an examination a certificate of confirmation from the school;
 - in the case of cancellation of a holiday home, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hire item for further rental purposes.
- At the request of ETI, the →insured person is also obliged to carry out or permit the following as proof of the insured event,
 - to submit a certificate of disability and as necessary a specialist medical report;
 - to grant ETI the right to initiate an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or an unexpected serious illness in the form of a specialist medical report;
 - to undergo an examination carried out by a medical referee appointed by ETI.
- If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

C Curtailment Insurance

§ 1 Cover provided

- ETI will pay for the following
- unscheduled →curtailment of the trip;
 - travel services not used;
 - extended stay;
 - interruption of the tour;
 - natural events during the trip, in so far as the →insured

person or a risk person was affected by an insured event not foreseeable when the trip was booked and on account of which it was unreasonable for the →insured person to complete the scheduled trip.

§ 2 Insured events / Risk persons

- Insured events are
 - death;
 - serious injury resulting from an accident;
 - unexpected serious illness;
 - breakage of a prosthesis and loosening of implanted joints;
 - loss or damage to property due to fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake, landslide or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person is necessary for loss assessment.
- Risk persons are
 - The →relatives of the →insured person;
 - Carers;
 - Persons travelling on the trip and their →relatives and →carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. →Relatives travelling on the trip are always deemed to be risk persons.

§ 3 →Curtailed of the trip / Unscheduled curtailment

If the →insured person cannot complete the →insured trip as scheduled on account of an insured event, EUROPASCHE will pay for the additional costs of the return journey corresponding to the type and standard originally booked, provided that the return trip was booked and insured with the outward trip.

§ 4 →Travel services not used

ETI will pay the pro rata travel price for the →travel services not used up to the amount of the contractually agreed sum, less the return travel costs, if the trip was curtailed prematurely on account of an insured event.

§ 5 Extended stay

- If it is not possible to move the →insured person or a risk person travelling with him / her due to a serious injury as a result of an accident or unexpected serious illness during the →insured trip, and if he / she is therefore not able to complete the →insured trip as scheduled, ETI will pay for each event the verified additional costs which the →insured person incurs for accommodation
 - up to £1,500, if an accompanying risk person is undergoing hospital treatment or
 - up to £750, if only out-patient treatment is given to the →insured person or an accompanying risk person.
- A prerequisite for this is that the accommodation was booked and insured with the trip. Where such costs are paid, the standards originally booked will be taken as the basis. The costs for hospitalisation will not be paid.

§ 6 Interrupted tour

ETI will pay the travel costs to catch up with the tour group up to the amount of the contractually agreed sum, if the →insured person on the booked tour is temporarily unable to carry on the tour as a result of an insured event. ETI will pay the travel costs to catch up with the tour group up to a maximum of the value of the →travel services not yet used less the return travel costs.

§ 7 Natural events during the trip

If the →insured trip cannot reasonably be completed on schedule as a result of explosion, storm, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake or landslide at the holiday resort or if the presence of the →insured person is required at their place of residence on account of such an event, ETI will pay the additional costs for the unscheduled return trip and the extended stay. The prerequisite for this is that the accommodation and or the return journey was booked and insured with the outward journey. The costs will be paid corresponding to the type and standard originally booked.

§ 8 Exclusions

- No insurance cover is provided,
- if the illness is a psychological reaction to an act of war, civil commotion, an act of terrorism, an aviation accident or to the fear of acts of war, civil commotion or acts of terrorism;
 - in the case of →chronic psychiatric illnesses, even if these occur as episodes;
 - in the case of medical interventions on donor organs and other aids (e.g. hearing aids).

§ 9 Obligations following occurrence of the insured event

- The →insured person shall submit the following documents to ETI:
 - proof of insurance, booking documents and bills;
 - in the case of serious injury due to accident, unexpected serious illness, and breakage of prosthesis and loosening of implanted joints, a doctor's certificate, in

the case of psychiatric illness proof in the form of a psychiatrist's certificate;

- c) in the case of death a death certificate;
 - d) in the case of loss or damage to property or as a consequence of natural events suitable verifications (e.g. police report).
2. At the request of ETI, the →insured person is also obliged to provide verification of the insured event and also grants ETI the right to submit to an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or unexpected serious illness by a specialist medical report.
3. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 10 Excess

The excess to be paid by the →insured person for each insured event shall be 20% of the benefit payment, but at least £25 per person.

§ 11 Value insured/Underinsurance

1. The sum insured per →insured trip must correspond to the full agreed price of the trip including any payments due to intermediaries on booking (value insured). The costs for services not included in this price (e.g. for additional programmes) are also insured, if they have been included within the sum insured.
2. If the sum insured is lower than the value insured when an insured event occurs (underinsurance) ETI will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

D Medical Insurance

§ 1 Cover provided

In the event of serious illnesses, which occurs in acute form on the →insured trip, or in the event of accidents, ETI will pay the costs of

- a) medical treatment →abroad;
- b) medical transport;
- c) repatriation in the event of death.

§ 2 Medical treatment →abroad

1. ETI will pay the costs of medical treatment required →abroad, which is performed or ordered by doctors. This includes in particular the costs of
 - a) in-patient treatment in hospital including operations;
 - b) out-patient treatment;
 - c) drugs, medicines and bandages;
 - d) in the event of a premature birth →abroad, the costs of treatment required →abroad for the newborn child up to £50,000;
 - e) dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement of teeth up to a total of £250 for each insured event;
 - f) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness on the →insured trip up to the total of £250 for each insured event.
2. If medical return transport is required by the end of the →insured trip because it is not possible to move the →insured person, ETI will pay the costs of medical treatment up until the day when it is possible to move the →insured person.
3. Hospital daily benefit
The →insured person, if he/she requires medical treatment as an in-patient in a hospital (→medically necessary treatment) while →abroad, will have a choice of receiving a hospital daily benefit of £50 per day of in-patient treatment for a maximum of 30 days from the start of hospital treatment, instead of the reimbursement of costs for hospital treatment. The right to choose must be exercised →immediately at the start of in-patient treatment and ETI must be informed.
4. If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, ETI will pay the costs of accommodation for an accompanying person in the hospital.
5. Telephone costs
Telephone costs to make contact with the Emergency Call Centre of ETI will be paid up to £25 for each insured event.

§ 3 Medical Transport/Repatriation

ETI will pay the costs for

- a) medical transport for the in-patient stay in the hospital →abroad and back to the accommodation at the holiday resort;
- b) medically effective and reasonable evacuation of the →insured person from →abroad back to the place of residence of the →insured person or to a suitable hospital nearest to his/her place of residence;
- c) the funeral costs →abroad or repatriation of the deceased person to the place of burial in the event of death.

§ 4 Travel in the United Kingdom

The following insurance cover is provided for persons with a permanent place of residence in the United Kingdom for travel within the United Kingdom:

- a) In the event of the →insured person requiring medical treatment as an inpatient in hospital (→medically necessary treatment) at the holiday resort during the trip as a result of the occurrence of an acute illness or injury, ETI will pay a hospital daily benefit of £50 per day for a maximum of 30 days from the start of hospital treatment.
- b) ETI will pay the costs of medically reasonable evacuation from →abroad back to the place of residence of the →insured person and/or to a suitable hospital nearest to his/her place of residence, and repatriation of the deceased person to the place of burial in the event of death.

§ 5 Transfer stays in the United Kingdom

If the →insured person does not have their permanent place of residence in the United Kingdom and if the →insured person stays in the United Kingdom up to a maximum of 48 hours for purposes of onward travel to the destination country or back to the →home country, ETI will pay the treatment costs, costs of medical transport and repatriation in the scope defined in §§2 and 3.

§ 6 Exclusions/Restrictions

1. The following are not insured
 - a) medical treatment which was the reason for going on the trip (→start/commencement of trip);
 - b) medical treatment and other measures ordered by a doctor where the →insured person was aware when starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
 - c) deterioration of existing diseases, if they were foreseeable at the start of the trip;
 - d) purchase and repair of heart pacemakers, prostheses, aids to assist sight and hearing aids;
 - e) costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the consumption of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
 - f) acupuncture, fango and massages;
 - g) need for care or safe-keeping;
 - h) psychoanalytical and psychotherapeutic treatment and hypnosis.
2. If a treatment or some other measure exceeds the level necessary on medical grounds (→medically necessary treatment), ETI is entitled to reduce its payment to a reasonable amount. The calculated fees and charges must not exceed the scope generally deemed to be customary and reasonable in the relevant country. Otherwise, the reimbursement shall be restricted to standard rates applicable in the country.

§ 7 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation,
 - a) to make contact with the Emergency Call Centre of ETI →immediately before the start of inpatient treatment in a hospital and before medical evacuation is carried out;
 - b) to submit to ETI the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of ETI.
2. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 8 Excess

1. The →insured person will bear an excess for the costs of medical treatment →abroad amounting to £100 for each insured event.
2. The excess will not be applicable if the →insured person a) has already submitted the claim to another insurer for payment and this insurer is involved in the claims settlement or b) is still under age.

E Medical Emergency Assistance

§ 1 Cover provided

ETI will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following medical emergencies during the trip.

§ 2 Illness/Accident

1. Information about medical care ETI will, on request, provide information before and after the start of the trip on the options for care of the →insured person by a doctor. Where possible, it will appoint an English-speaking doctor.
2. Hospitalisation
Where the →insured person is treated as an in-patient in a hospital, ETI will provide the following services:
 - a) Care
Through a doctor appointed by ETI, contact will be established with the hospital doctors giving treatment and, where required, with the →insured person's doctor at home and will ensure information is passed between the doctors involved. ETI will, on request, ensure that →relatives of the →insured person are informed.
 - b) Hospital visit
If hospitalisation looks likely to last for more than five days, ETI will organise a trip for a person close to the →insured person to the place of hospitalisation and from there back to his/her place of residence. ETI will pay the costs of the means of transport.
 - c) Cost payment/Settlement
ETI will give the hospital a guarantee to pay costs up to £15,000.
In the name of and at the request of the →insured person, it will settle with the bodies responsible for bearing the costs guarantee of treatment. Any sums paid by ETI that are not borne by the responsible insurance companies must be paid back to ETI by the →insured person within one month of the account being rendered.
3. Medical evacuation

As soon as it is medically prudent and reasonable, ETI will organise the return transport of the →insured person to his/her place of residence or to a suitable hospital nearest to his/her place of residence, by a medically appropriate means of transport (including air ambulance).

§ 3 Dispatch of medicines

1. Where the →insured person requires medicines, which have been lost on the trip, ETI will organise procurement of replacement medicines and send them to the →insured person and pay for their dispatch.
2. The →insured person must refund the cost of replacement medicines to ETI within one month of the account being rendered.

§ 4 Death

If the →insured person dies on the trip, ETI will, at the request of the →relatives, organise burial →abroad or repatriation of the deceased person to the place of burial.

§ 5 Return transport for children

1. If children under the age of 16 travelling on the trip can no longer be cared for because of death, accident or unexpected serious illness suffered by the →insured person, ETI will organise return travel to the place of residence.
2. ETI will pay for the additional costs arising over and above the cost of the return journey originally planned.

§ 6 Search, rescue and recovery costs

If the →insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, ETI will pay costs of up to £5,000.

§ 7 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation to make contact with the Emergency Call Centre of ETI →immediately.
2. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

F Non Medical Assistance

§ 1 Cover provided

ETI will provide 24-hour assistance services through its Emergency Call Centre in the event of the →insured person suffering any of the following emergencies during the trip.

§ 2 Loss of traveller's means of payment, travel documents and baggage

1. Traveller's means of payment
If the →insured person suffers financial distress due to theft, robbery or other loss of his/her traveller's means of payment, ETI will establish contact with his/her bank.
 - a) Where necessary, ETI will assist in transferring the sum made available by the →insured person's bank.
 - b) If it is not possible to make contact with the →insured person's bank within 24 hours, ETI will provide the →insured person with a loan of up to £1,500. This sum must be paid back to ETI within one month of the end of the trip.
2. Credit cards and EC cards
If credit cards or EC cards are lost, ETI will assist the →insured person in stopping payment on the cards. ETI will not however be liable for the stoppage of payment being properly performed or for any pecuniary loss suffered in spite of the stoppage of payment.
3. Travel documents
If travel documents are lost, ETI will assist the →insured person in obtaining replacements.
4. Baggage
If baggage is lost, ETI will assist the →insured person in finding the baggage.

§ 3 Lateness, cancellation, missing a flight or any other booked means of travel

1. If a flight or any other booked means of travel is delayed or cancelled, or if the →insured person misses such a booked form of travel, ETI will help with rebooking.
2. ETI will, if requested by the →insured person, inform third parties of changes to the planned itinerary.

§ 4 Overbooking

If the →insured person cannot start or continue the booked trip as planned due to overbooking of the means of transport, ETI will help with rebooking.

§ 5 Unscheduled return journey

In the event of any unscheduled return journey as a result of an emergency, also due to an insured event, ETI will help with rebooking.

§ 6 Personal message

If the →insured person cannot be reached during the trip, ETI will make arrangements for a personal message to be broadcast on the radio and will bear the costs for this.

§ 7 Information to third parties

In the event of changes to the itinerary or if the →insured person experiences an immediate emergency, ETI will endeavour to pass on information to →relatives and the employer at the request of the →insured person.

§ 8 Information and safety notices

At the request of the →insured person, ETI will provide information about

- a) the nearest diplomatic mission (address and telephone contact);
- b) travel warnings and safety notices from the Foreign Ministry of the United Kingdom.

§ 9 Prosecution

If the →insured person is arrested or threatened with arrest, ETI will assist in obtaining a lawyer and an interpreter. It will advance court costs, and the costs of lawyers and interpreters up to £2,500 and, where required, bail of up to £12,500. The →insured person must repay to ETI the sums paid out →immediately after they are refunded and at the latest within three months.

§ 10 Psychological counselling

If the →insured person suffers acute mental trauma during the →insured trip requiring psychological assistance, ETI will provide an initial counselling by telephone.

G Luggage Insurance

§ 1 Insured articles

The insured baggage means articles which are personal travel requisites, as well as sports equipment, presents, and souvenirs of the trip.

§ 2 Cover provided

1. Accompanied baggage
ETI will pay benefit if accompanied baggage is lost or damaged during the trip as a result of
 - a) criminal action by a third party;
 - b) accidents sustained by the means of transport;
 - c) fire, explosion, storm, hail, lightning strike, flooding, inundation, avalanche, volcano eruption, earthquake and landslide.
2. Unaccompanied baggage
ETI will pay benefit if unaccompanied baggage is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

§ 3 Level of benefit

If an insured event occurs, ETI will make payment up to the sum insured for

- a) articles lost or destroyed, this benefit will be the →current value.
- b) articles damaged, this benefit will be the necessary cost of repair and, where appropriate, an amount for permanent loss of value, but not more than the →current value;
- c) films, video, audio and data media, this benefit will be the material value;
- d) identity documents and visas, the official charges for obtaining new documents.

§ 4 Exclusions/Restrictions

1. The following are not covered:
 - a) spectacles, contact lenses, hearing aids and prostheses;
 - b) money, securities, tickets and documents of any type with the exception of official identity documents and visas;
 - c) consequential pecuniary loss.
2. Restrictions on insurance cover
 - a) as unaccompanied baggage, video and photographic equipment, including accessories, and jewellery and valuables, are not insured. As accompanied baggage, these items are covered up to 50% of the insured sum. Items of jewellery and valuables are only covered if they are locked in a fixed, closed container (e.g. safe) or are carried around securely with the →insured person;
 - b) IT equipment and software including the relevant accessories are insured up to £ 500;
 - c) Sports equipment including accessories are in each case insured up to 25% of the insured sum. They are not insured if they are being used in accordance with the normal rules and procedures;
 - d) Presents and souvenirs are insured up to 10% of the insured sum;
 - e) Insurance cover for damage to baggage while using a tent and camping is only covered at officially organised camping sites.
3. Baggage in a parked motor vehicle
Insurance cover is provided if baggage is stolen from a parked motor vehicle during the →insured trip and from containers attached to the vehicle secured with a lock and the loss is sustained between the hours of 6.00 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

§ 5 Obligations following occurrence of an insured event

1. The →insured person is under an obligation to report loss or damage caused by criminal action →immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the items lost, and to have the fact of loss or damage confirmed. ETI must be supplied with a confirming certificate.
2. Damage to unaccompanied baggage must be reported →immediately to the transport company or the company providing accommodation. Where loss or damage is not apparent from the outside, the transport company must be requested, after the discovery, →immediately, to provide a written certificate relating to it within the prevailing deadlines for claiming, but not more than within seven days of handing out the item of baggage. ETI must be supplied with appropriate certificates confirming this.
3. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 6 Excess

1. The →insured person will bear an excess. This amounts to £100 for each insured event.
2. The excess will not be applicable if
 - a) the loss or damage to the baggage occurred while it was checked in by an airline or
 - b) the →insured person has submitted the claim previously to another insurer for reimbursement and this insurance company is involved in the settlement of a claim.

§ 7 Special reasons for lapse of cover

1. If the →insured person intentionally caused the loss or damage or deliberately attempts to deceive ETI as to the circumstances which are material to the cause or the level of the benefit, ETI shall be released from its liability to make payment. In the case of intentional wrongdoing, ETI will still be liable to make payment to the extent that the breach does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made.

2. If the →insured person causes the loss or damage by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person.

H Delay Cover

§ 1 Cover provided

ETI will pay for the costs which the →insured person incurs through

- a) delays in means of →public transport;
- b) delayed collection of baggage.

§ 2 Delays in means of →public transport

1. ETI will pay the additional costs of the outward or return journey, if the →insured person is delayed by at least two hours (for this purpose the delayed arrival at the destination is the point of reference) as a result of a delay in →public transport and misses a connecting means of transport and therefore has to delay the onward journey of the →insured trip. A prerequisite for this is that the outward and return journeys were booked and insured together. Additional costs will be reimbursed corresponding to the type and standard originally booked up to £1,500 per insured case.
2. ETI will also pay the verified costs for necessary and reasonable expenses (subsistence and accommodation) up to £150 for each insured event, if the onward journey of the →insured person is delayed by at least two hours as a result of a delay in →public transport.

§ 3 Delayed collection of baggage

ETI will pay the verified expenses for replacement purchases necessary to continue the journey up to £ 250 for each insured event, if unaccompanied baggage fails to reach the destination on the same day as the →insured person due to delayed transportation.

§ 4 Obligations following occurrence of an insured event

1. The →insured person will be under an obligation to have the delay in the means of →public transport or baggage confirmed by the transport company. ETI must be supplied with a certificate of confirmation, proof of insurance and booking documents.
2. If any of the above obligations is intentionally not met, ETI will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, ETI will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the →insured person. ETI will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether ETI has an obligation to pay the claim and if so, the level of payment to be made, unless the →insured person has acted fraudulently.

§ 5 Excess

If the additional costs of the outward or return journey are reimbursed as a result of delay in the →public means of transport (benefit pursuant to § 2 no. 1), the →insured person will bear an excess. The excess to be paid by the →insured person will be 20% of the benefit payment for each insured event, but at least £25 per person.

Glossary

A

Abroad

Abroad is not deemed to be the United Kingdom and not the country in which the insured person has their permanent residence.

C

Carers

Carers are those persons who care for the accompanying or non-accompanying →relatives of the insured person who are under age or require long-term care (e.g. au-pair).

Chronic psychiatric illnesses

A chronic psychiatric illness is deemed to exist if the insured person has been regularly under the care of medical treatment or psychotherapy on account of an underlying condition. Chronic illnesses also include those illnesses which occur as episodes.

Commencement/Start of trip

For purposes of Travel Cancellation Insurance, the trip is deemed to have commenced when the first booked →travel

service begins. The following individual events are deemed to be commencement for Travel Cancellation Insurance:

- for a flight: with check-in (or if the insured person has checked in on the previous evening when the traveller goes through the security check on the day of travel)
- for a journey by sea: with check-in on the ship
- for a bus trip: when the traveller enters the bus
- for a rail trip: when the traveller enters the train
- for a trip by car: with acceptance of a hire car or a mobile home, when commencing the outward journey with the →insured person's own car when the first booked →travel service is commenced, e.g. when responsibility for the booked holiday home is accepted. If a transfer service (e.g. rail & fly) is a fixed element of the overall trip, the trip commences when the transfer is commenced (entering the transfer vehicle, e.g. train). For the purpose of all other travel insurance policies, the trip commences when the →insured person leaves their home.

Current value

The value is the sum generally required to purchase new items of the same kind and quality less an amount representing the condition of the articles insured (age, wear, usage, etc.).

Curtailment of the trip

A trip is deemed to have been curtailed, if the →insured person definitively ends his/her stay at the holiday destination and returns home.

H

Home country

The home country is the country in which the →insured person has their permanent residence or last had their permanent residence before the commencement of the →insured stay.

Host country

The host country includes all the countries of the European Union, and Iceland, Liechtenstein, Norway and Switzerland. The country in which the →insured person has their permanent place of residence is not deemed to be the host country.

I

Immediately

Without culpable delay.

Insurance agents

An insurance agent is the intermediary who concludes the insurance policy with the →policyholder as the representative of the insurer. The insurance broker who represents the →policyholder is not deemed to be the insurance agent.

Insured persons

Insured persons are the persons named in the insurance certificate or the receipt, or the group of persons described in the insurance certificate.

Insured stay/trip

The insured stay/trip is deemed to be the entire temporary stay/trip of the →insured person in/to the host countries.

Insured trip

See under "Insured stay/trip"

M

Medically necessary treatment

1. Treatments and diagnostic procedures can only be insured if they have a diagnostic, healing and/or palliative purpose, are medically necessary and reasonable. They must be prescribed by a licensed, registered doctor, dentist or other therapist. Claims/costs will only be paid/reimbursed if the medical diagnosis and/or the prescribed treatment are in accordance with generally accepted medical procedures. Treatments are in particular not medically necessary if the →insured person has such treatments carried out against medical advice.
2. Medical benefits or medical care are only regarded as medically necessary and reasonable, if
 - a) they are necessary in order to diagnose or treat the condition, the disease or injury of a patient;
 - b) the symptoms, the diagnosis and treatment are in accordance with the underlying disease;
 - c) they represent the most reasonable type and level of medical care and
 - d) they are carried out over a reasonable treatment period.

P

Pandemic

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

Policyholder

The policyholder is the person who has concluded an insurance policy with ETI.

Public transport

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

R

Relative

The relatives are the spouse or civilpartner, or partner living in cohabitation, children, parents, adopted children, adopted parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in-law, children-in-law, and brothers-in-law and sisters-in-law of the →insured person.

Replacement/Repurchase value

Replacement value is the purchase price which has to be paid for a vehicle of equal value or for parts of equal value.

S

Schools (school-leaving certificate/school examination)

Schools are deemed to be

- all educational institutions which are appropriate for meeting the statutory requirements of compulsory schooling, and those educational institutions which lead to the qualifications of school-leaving certificate, vocational school-leaving certificate, general certificate for entrance to a university, certificate for entrance to a specialist university, or to any other school leaving qualification following school education in accordance with the relevant national legislation;
- tertiary institutions (universities, universities of applied sciences) at which an academic qualification can be obtained;
- schools for apprenticeship trainees (vocational colleges) and schools in which a further accredited title (e.g. master craftsman) can be obtained from the chambers of industry and commerce or the craft guilds in accordance with specific trade guidelines.

Start/Commencement of trip

See under "Commencement of trip"

T

Travel services

Travel services are deemed to be, for example, a booking for a flight, a journey by sea, a bus or rail trip, a bus transfer or some other form of transport to or from the holiday destination, or at the destination the booking of a hotel room, a holiday home, a house boat or chartering a yacht.