

Contact

If you have any **questions on your insurance cover**, our Service Centre will be pleased to assist you on

+49 (0) 89 4166 - 1766

from Monday to Friday between 7 a.m. and 9 p.m.,
and Saturday between 9 a.m. and 4 p.m.

E-Mail: contact@erv.de

Internet: www.erv.de

Address: Europäische Reiseversicherung AG
Rosenheimer Strasse 116, 81669 Munich,
Germany

Important information for claims**What to do in case of claims**

Keep the damage to a minimum, notify us immediately and furnish appropriate original proof. If you also claim under another insurance policy (e.g. in case of illness abroad), please provide copies of invoices with original reimbursement stamp for provision of benefits.

Immediately report the damage or loss to:
Europäische Reiseversicherung AG,
Leistungsabteilung, Postfach 800545,
81605 Munich, Germany
Tel: +49 (0) 89 4166 - 1799

You can also report any damage or loss via the Internet at www.erv.de/schadensmeldung.

Terms and Conditions for Travel Insurance provided by Europäische Reiseversicherung AG (VB-ERV 2012 Terms and Conditions)*

The following terms and conditions under Articles 1 – 12 and the →Glossary apply to all types of travel insurance offered by Europäische Reiseversicherung AG (hereinafter referred to as ERV). The following Articles A and B 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 contract, at the earliest on booking the trip, and ends when the trip commences (→commencement / start of trip). In the cover for travel delays on the outward journey (Part A § 5), the cover ends when the outward journey has been completed;
- not applicable;
- begins in the other insurance types at the agreed point in time, at the earliest on starting the trip (→start / commencement of 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, ERV will be released from the liability to make payment, 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 →actions of higher authority is not insured.
- Insurance cover will, however, be provided if the →insured person is unexpectedly affected during the insured trip by an event involving a war, civil war,

events similar to war or civil commotions. Insurance cover lapses at the end of the fourteenth day after commencement of the event. This extension will not apply to trips to states where war or civil war is already in progress on state territory at the time of entry by the →insured person or if the →Foreign Office of the Federal Republic of Germany issued a travel warning applicable at the time of entering the state. The extension is also not applicable to active participation in war, civil war, events similar to war or civil commotions and to consequences of an accident or illness resulting from the use of ABC weapons.

- Loss or damage in areas for which the German →Foreign Office issued a travel warning at the time of entry by the →insured person (e.g. due to terrorist attacks or natural catastrophes) is also excluded from cover.

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 ERV of the loss or damage →immediately;
 - to allow ERV 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 ERV has an obligation to pay the claim and if so, the level of payment to be made.
- In the event of a deliberate breach of any of the above obligations, ERV shall be released from its liability to make payment. In case of breach due to gross negligence, ERV has the right to reduce payment in proportion to the severity of the fault of the →insured person. ERV will remain liable for payment in so far as the breach of obligation did not affect the determination or scope of liability on the part of ERV unless the →insured person has acted with intent to deceive.

Article 6 Payment of benefit

- Once the cause and extent of ERV's liability has been established, the benefit will be paid within two weeks.
- Any costs which the →insured person incurs in foreign currencies will be reimbursed in Euro at the exchange rate applicable on the day on which these costs were paid by the →insured person.

Article 7 Claims against third parties

- To the extent allowed by law, claims for damages against third parties are assigned to ERV 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 ERV.

Article 8 Special reasons for lapse of cover

ERV is released from its liability to make payment if, after the occurrence of the insured event, the →insured person deliberately attempts to deceive ERV 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 ERV. In the case of intentional wrongdoing, ERV will remain liable for payment in so far as the breach of obligation did not affect the determination or scope of liability on the part of ERV.

Article 9 Benefits under other insurance policies

- If an insured event occurs and benefit can be claimed under other insurance policies, these benefit commitments 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 ERV, the latter will perform first and settle the claim in accordance with the terms and conditions of insurance.
- not applicable.

* Important: The information contained in this English version of the Terms and Conditions for Travel Insurance is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions for Travel Insurance, the German original version of the Terms and Conditions for Travel Insurance, entitled: "Versicherungsbedingungen für Reiseversicherungen der Europäische Reiseversicherung AG (VB-ERV 2012)" shall prevail at all times.

Article 10 Domestic jurisdiction / Applicable law

1. Jurisdiction for actions against ERV will be vested in the courts of Munich or in the courts of the place of residence of the →policyholder in Germany.
2. Where legally permitted, the applicable law will be the law of Germany.

Article 11 Statute of limitations

1. 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.
2. If the →insured person has notified his / her claim to ERV, the limitation of time is suspended until the →insured person has received the decision from ERV.

Article 12 Notices and declarations of intent

Notices and declarations of intent of the →insured person, the →policyholder and ERV must be in writing, unless expressly agreed to the contrary. →Insurance agents shall not be authorised for acceptance.

A Travel Cancellation Insurance

§ 1 Cover provided

1. Prior to cancellation of the trip, ERV will provide advice to the →insured person through its Medical Cancellation Advisory Team.
2. ERV will pay
 - a) for cancellation of the trip;
 - b) for delayed →commencement of the trip;
 - c) for delays on the outward journey;
 - d) for agency charges;
 - e) for →rebooking charges.

§ 2 Cancellation of the trip

1. ERV will reimburse the cancellation charges due by contract up to the agreed sum insured, if
 - a) the →insured person or a risk person is affected by one of the insured events listed below,
 - b) the occurrence of the event could not be foreseen when the insurance was taken out,
 - c) the cancellation took place on account of this event and
 - d) it is therefore not reasonable to expect the →insured person to undertake the trip as scheduled.
2. Insured event is unexpected serious illness. Illness is deemed unexpected if it occurs for the first time after taking out the insurance. Deteriorations of already existing illnesses are deemed unexpected if no medical treatment was necessary in the six months prior to taking out the insurance; this excludes medical →check-ups.
3. Insured events are also
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected date for organ or tissue donation (living donation) under the Transplantation Act;
 - d) pregnancy;
 - e) immunisation intolerance;
 - f) breaking of prostheses and loosening of implanted joints;
 - g) loss or damage to property due to fire, burst pipes, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person or a risk person travelling on the trip is necessary for loss assessment;
 - h) loss of employment as a result of unexpected dismissal by the employer for business reasons. Instead of reimbursing the cancellation charges, ERV will optionally pay the →remaining travel price up to the contractual cancellation charges owed on occurrence of the insured event. This option must be exercised →immediately when contacting ERV to notify occurrence of the insured event;
 - i) the taking up of employment (→employment relationship) including →change of employment;
 - j) cyclical short-time work, provided that the →insured person is affected by it for a period of at least three consecutive months and the regular, monthly gross salary of the →insured person is reduced by at least 35 %;
 - k) the retaking of a failed examination at a →school / university, if the date of the retaken examination unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip;

- l) for student trips: leaving a class for good prior to →commencement of the insured trip, e. g. due to a change of →schools or failure to move up to the next higher class.
4. Risk persons are
 - a) the →relatives of the →insured person;
 - b) →carers;
 - c) persons travelling on the trip and their →relatives and →carers, provided not more than four persons and, where applicable, a further two accompanying under-age children have booked the trip together. →Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Medical Cancellation Advisory

1. If the →insured person falls ill or suffers an accident after booking the trip, the Medical Cancellation Advisory Team of ERV will advise as to whether and when the insured trip should be cancelled.
2. If contrary to the assessment of the Medical Cancellation Advisory Team it turns out that the insured trip cannot be made after all, the cancellation is deemed immediate (→immediately) if made once the inability to travel has been established.
3. If the →insured person initially fails to cancel the trip against the advice of the Medical Cancellation Advisory Team and does not travel later due to this illness or the consequences of the accident, ERV will reimburse the cancellation charges that would have been incurred if the trip had been cancelled →immediately.

§ 4 Delayed →start of trip

1. In the event of a delayed →start of the trip, ERV will pay
 - a) the verified additional costs of the outward trip corresponding to the type and standard originally booked;
 - b) any unused →travel services less costs of the outward trip.
2. 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.
3. Reimbursements under section 1 a) and b) will be made up to the amount of cancellation charges which would have been due if the trip had been cancelled →immediately, up to a maximum of the agreed sum insured.

§ 5 Cover for delays on the outward journey

1. ERV will reimburse
 - a) the additional costs of the outward journey corresponding to the type and standard originally booked, up to € 1,500 per insured event, if the →insured person misses a connection due to the delay of →public transport by at least two hours (referring to the delayed arrival at the destination) and, as a consequence, the outward journey is delayed;
 - b) the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to € 150 per insured event, if the outward journey of the →insured person is delayed by at least two hours due to the delay of →public transport.
2. A prerequisite for this is that the sum insured includes connections.

§ 6 Agency charges

1. ERV will reimburse any commission which the →insured person is required to pay the travel agency, up to a maximum of € 100 per person, if these charges were contractually agreed at the time that the trip was booked, owed, invoiced and included within the sum insured.
2. A prerequisite for this is that the →insured person is entitled to reimbursement of cancellation costs pursuant to § 2. 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).

§ 7 Cover for →rebooking charges

ERV will reimburse the →rebooking charges incurred by the →insured person up to the amount of the cancellation charges which would have been due if the trip had been cancelled →immediately, provided that the →insured person would have been entitled to reimbursement of the cancellation charges.

§ 8 Exclusions

- No insurance cover is provided,
- a) 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;

- b) in the case of psychiatric illnesses and addictive disorders;
- c) if the medical referee appointed by ERV (see § 9 section 3 c) does not confirm the incapacity to travel;
- d) in the case of medical interventions on organs which are not the body's own and other aids (e. g. hearing aids);
- e) for agency charges owed to the travel agent as a result of cancelling the trip (e. g. processing charges for cancelling a trip);
- f) for charges payable for a visa;
- g) for bounties on hunting trips.

§ 9 Obligations following occurrence of the insured event

1. 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, unless the Medical Cancellation Advisory Team according to § 3 gives a recommendation to the contrary.
2. The →insured person shall submit the following documents to ERV:
 - a) proof of insurance, booking documents and possibly a bill for the cancellation charges and a bill for payments to intermediaries including verification of payment and the completed claims form;
 - b) in the case of unexpected serious illness, serious injury due to an accident, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate;
 - c) in the case of an unexpected date for organ or tissue donation a medical certificate confirming the date;
 - d) in the case of death a death certificate;
 - e) in the case of damage to property suitable verifications (e. g. police report);
 - f) in the case of loss of employment the notice of termination from the employer;
 - g) in the case of taking up employment (→employment relationship) or a →change of employment a copy of the new employment contract as proof of the new →employment relationship;
 - h) in the case of short-time work confirmation from the employer of the duration of short-time work and the extent of salary reduction;
 - i) in the case of retaking an examination or leaving a class for good a certificate of confirmation from the →school / university;
 - j) in the case of cancellation of a holiday home, hire car, 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;
 - k) in the case of delayed →public transport a confirmation of the delay from the transport company.
3. At the request of ERV, the →insured person is also obliged to carry out or permit the following as proof of the insured event,
 - a) to submit a certificate of disability and as necessary a specialist medical report;
 - b) to grant ERV 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;
 - c) to undergo an examination carried out by a medical referee appointed by ERV.
4. In the event of a deliberate breach of any of the above obligations, ERV shall be released from its liability to make payment. In case of breach due to gross negligence, ERV has the right to reduce payment in proportion to the severity of the fault of the →insured person. ERV will remain liable for payment in so far as the breach of obligation did not affect the determination or scope of liability on the part of ERV unless the →insured person has acted with intent to deceive.

§ 10 Excess

For tariffs with 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 agency charges (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) ERV will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

B Curtailment Insurance

§ 1 Cover provided

ERV will pay for the following

- a) unscheduled termination of the trip;
- b) unused →travel services on interruption of the trip;
- c) delays on the return journey;
- d) extended stay;
- e) interruption of the tour;
- f) fire, burst pipes or →natural events during the trip.

§ 2 →Curtailed of the trip/unscheduled termination

1. If the trip is curtailed prematurely ERV will pay the pro rata travel price for unused →travel services at the destination up to the agreed sum insured.
2. In case of unscheduled termination of the trip, ERV will pay the additional costs of the return trip corresponding to the type and standard originally booked, if the return trip was included in the booking and the cover.
3. As a prerequisite for payment under sections 1 and 2
 - a) the →insured person or a risk person must have been affected by one of the following insured events,
 - b) the occurrence of this event must have been unpredictable at the →start of the trip,
 - c) the →curtailment or unscheduled termination of the trip must be due to this event, and
 - d) the →insured person cannot therefore be reasonably expected to conduct or terminate the trip as scheduled.
4. Insured event is unexpected serious illness. Illness is deemed unexpected if it occurs for the first time after the →start of the trip. Deteriorations of already existing illnesses are deemed unexpected if no medical treatment was necessary in the six months prior to the →start of the trip; this excludes medical →check-ups.
5. Insured events are also
 - a) death;
 - b) serious injury resulting from an accident;
 - c) pregnancy;
 - d) breaking of prostheses and loosening of implanted joints;
 - e) loss or damage to property due to fire, burst pipes, →natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the →insured person or a risk person travelling on the trip is necessary for loss assessment.
6. Risk persons are
 - a) the →relatives of the →insured person;
 - b) →carers;
 - c) persons travelling on the trip and their →relatives and →carers, provided not more than four persons and, where applicable, a further two accompanying under-age children have booked the trip together. →Relatives travelling on the trip are always deemed to be risk persons.

§ 3 Unused →travel services on interruption of the trip

ERV will pay the pro rata travel price for unused →travel services if the trip was interrupted because the →insured person required hospital treatment due to unexpected serious illness or serious injury after an accident.

§ 4 Cover for delays on the return journey

1. ERV will reimburse
 - a) the additional costs of the return journey corresponding to the type and standard originally booked, up to € 1,500 per insured event, if the →insured person misses a connection due to the delay of →public transport by at least two hours (referring to the delayed arrival at the destination) and, as a consequence, the return journey is delayed;
 - b) the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to € 150 per insured event, if the return journey of the →insured person is delayed by at least two hours due to the delay of →public transport.
2. A prerequisite for this is that the sum insured includes connections.

§ 5 Extended stay

1. If the →insured person or a risk person travelling with him/her becomes incapable of travelling 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, ERV will pay for each event the verified additional costs which the →insured person incurs for accommodation
 - a) up to € 1,500, if an accompanying risk person is undergoing hospital treatment or
 - b) up to € 750, if only out-patient treatment is given to the →insured person or an accompanying risk person.
2. A prerequisite for this is that the accommodation was booked and included within the sum insured. 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

ERV 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 or an accompanying risk person on the booked tour is temporarily unable to carry on the tour as a result of an insured event. ERV 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 at the destination.

§ 7 Fire, burst pipes or →natural events during the trip

1. If the insured trip cannot be completed on schedule as a result of fire, burst pipes or a →natural event at the →holiday resort or if the presence of the →insured person or an accompanying risk person is required at their place of residence on account of such an event, ERV will pay the additional costs for the unscheduled return trip and the extended stay.
2. The prerequisite for this is that the accommodation and/or the return journey was booked and included within the sum insured. The costs will be paid corresponding to the type and standard originally booked.

§ 8 Exclusions

No insurance cover is provided,

- a) 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;
- b) in the case of psychiatric illnesses and addictive disorders;
- c) in the case of medical interventions on organs which are not the body's own and other aids (e. g. hearing aids);
- d) for charges payable for a visa;
- e) for bounties on hunting trips.

§ 9 Obligations following occurrence of the insured event

1. The →insured person shall submit the following documents to ERV:
 - a) proof of insurance, booking documents and bills;
 - b) in the case of unexpected serious illness, serious injury due to accident, pregnancy and breaking of prostheses and loosening of implanted joints a medical certificate from a doctor at the place of stay;
 - c) in the case of death a death certificate;
 - d) in the case of loss or damage to property and in the case of fire, burst pipes or →natural events during the trip suitable verifications (e. g. police report);
 - e) in the case of delayed →public transport a confirmation of the delay from the transport company.
2. At the request of ERV, the →insured person is also obliged to provide verification of the insured event by granting ERV the right to initiate an investigation into the issue of incapacity to travel on account of unexpected serious illness or a serious injury arising from an accident by a specialist medical report.
3. In the event of a deliberate breach of any of the above obligations, ERV shall be released from its liability to make payment. In case of breach due to gross negligence, ERV has the right to reduce payment in proportion to the severity of the fault of the →insured person. ERV will remain liable for payment in so far as the breach of obligation did not affect the determination or scope of liability on the part of ERV unless the →insured person has acted with intent to deceive.

§ 10 Excess

For tariffs with 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) ERV will only be liable for the appropriate proportion of the sum insured to the value insured less the excess.

Glossary

A

Abroad

Abroad is not deemed to be Germany and not the country in which the →insured person has a permanent residence.

Actions of higher authority

Actions of higher authority are measures taken by the authorities (e. g. confiscation of exotic souvenirs by the customs authority or refusal of entry due to lack of required entry documents).

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).

Change of employment

Change of employment refers to any situation where the employee changes employer with a resulting termination of the previous →employment relationship and conclusion of a new employment contract. Transfers within a company are not deemed a change of employment.

Check-ups

Check-ups are regular medical examinations carried out to determine the state of health of the patient (e. g. measuring the blood sugar level in case of diabetes). They are not carried out for a specific purpose or for treatment.

Commencement / Start of trip

For purposes of the Travel Cancellation Insurance and the **Home and Travel plus**, the trip is deemed to have commenced once the first booked →travel service begins. In detail, the following individual events are deemed commencement of the trip under the Travel Cancellation Insurance and the **Home and Travel plus**:

- for a flight: with check-in (or if the traveller has checked in on the previous evening when he/she 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, and in case the outward journey is undertaken 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 trip, the trip starts 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.

Contractual cancellation costs

Contractual cancellation costs are the costs which the traveller owes to the service provider required to provide the →travel services (e. g. tour operator, holiday home owner) in the event of cancellation of the trip or the →travel service. This does not include the costs incurred for arranging →travel services (e. g. under a procurement contract with a travel agency).

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.).

Curtailement 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.

E

Employment relationship

Employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions. The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15 hours, concluded for at least one year.

F

Foreign Office

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all the states in the world (including travel and safety information or travel warnings).

Contact details:

Address Auswärtiges Amt, 11013 Berlin, Germany
Switchboard +49 (0)30 18 170 (24-h service)
Fax +49 (0)30 18 17 3402
www.auswaertiges-amt.de

H

Holiday resort

Holiday resort is any place of a trip that has been booked and insured. These are understood to be a political community including the surrounding area within a radius of 50 km. It includes all connecting routes between the holiday resorts and back to the hometown.

Home country

Home country is the country in which the →insured person has a permanent residence or last had a permanent residence before the commencement of the insured stay.

I

Immediately

Without culpable delay.

Insured address

Insured address is the house / flat of the →insured person at their primary place of residence.

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, or the group of persons described, in the insurance documents (e.g. premium note, payment receipt, policy attachment). Commitments (e.g. obligations) that the →insured person has to fulfil have to be fulfilled by the →insured person's legal representative in the case of a minor or legal incapacity or by the →insured person's legal successor in the event of death.

M

Medically necessary (treatment)

1. Treatments and diagnostic procedures are only insured if they have a diagnostic, healing and / or palliative purpose, are medically necessary and reasonable. They must be carried out 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.

N

Natural events

Natural events include explosions, storm, hail, lightning, high water, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

P

Pandemic

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

Policyholder

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

Private motor vehicle

Private motor vehicles are all off-track land vehicles powered by an engine (e.g. car, motorcycle) which are registered to the →insured person. Hire cars and company vehicles which are not registered to the →insured person but are entrusted to the →insured person for use are also considered private motor vehicles.

Public transport

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

R

Rebooking charges

Rebooking charges refers to any fees which a tour operator may charge the →insured person because of a change of destination or travel dates.

Relatives

Relatives are the spouse or civil partner, or partner living in cohabitation, children, parents, adopted children, adopted parents, foster children, foster 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.

Remaining travel price

The remaining travel price is the total travel price invoiced for the booked and insured trip at the time of occurrence of the insured event less owed or paid deposits.

S

School / University

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;
- 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.

Universities are deemed to be

- all colleges of higher education and universities at which students can gain an academic degree.

Sports equipment

Sports equipment refers to all items required for practising a sport (e.g. golf club, surfboard, mountain bike, etc.) including accessories.

Start / Commencement of trip

See under "Commencement / Start 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 resort, or at the destination the booking of a hotel room, a holiday home, a house boat or chartering a yacht.