



## **ACE / Dr. Walter – Academic Exchange Overseas Insurance**

### **Overseas Insurance Conditions and General Contract Information, including Information on Data Processing**

The University as the policyholder is our contractual partner.

Insured persons are members of the exchange program „Erasmus Mundus“.

As the insurer, we provide the contractually agreed benefits.

The agreed benefits are shown in the following specific conditions of insurance.

This document is for information purposes only; the German wording prevails in case of litigation.

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## Part 1

# General Insurance Conditions and Contract Information for the ACE / Dr. Walter – Academic Exchange Overseas Insurance (AVB ACE / Dr. Walter – Academic Exchange)

The ACE / Dr. Walter – Academic Exchange General Insurance Conditions apply in addition to all other specific conditions of insurance set forth below, which form the basis of the insurance contract.

## The insured persons

### 1 Who is insured and where?

#### 1.1 The overseas insurance applies

- during the period of validity of the contract
- to the insured persons specified in the insurance certificate
- during a temporary legal stay abroad (the state in which the insured person has his usual place of residence does not count as abroad) and for members of the exchange program „Erasmus Mundus“.

#### 1.2 Insurance cover commences when the border of the country of domicile is crossed and ends on return when the border of the country of domicile is crossed.

Provided the insurance contract was concluded for a minimum term of 3 months, insurance cover is available for up to 4 weeks within a 12-month period for holidays taken in the home country and elsewhere in the world. Where there is a need to return home in an emergency (cf. Clause 2.2.3 of the ACE / Dr. Walter - Academic Overseas Health Insurance + Assistance ), an additional period of 2 weeks is granted.

### 2 What are the legal relationships between the parties to the contract?

#### 2.1 As the insurance has been taken out against insured events which affect others (third-party insurance), the following will apply:

##### 2.1.1 The insured person may claim benefits under the insurance by contacting us directly without the policyholder’s consent. We will make payment directly to the insured person.

##### 2.1.2 Only the policyholder, and not the insured person, may exercise other rights under the contract.

##### 2.1.3 Both the policyholder and the insured person are responsible for compliance with the obligations.

#### 2.2 All the stipulations applicable to the policyholder must be applied analogously to his successors in title and other claimants.

#### 2.3 Insurance claims may neither be transferred nor pledged prior to maturity without our consent. As far as the right to indemnity under private liability insurance is concerned, the assignment of this right to injured parties is permitted.

## The term of cover

### 3 When does the insurance cover commence and terminate?

#### 3.1 Commencement of cover

Insurance cover commences at the time stated on the insurance certificate, but no earlier than the crossing a border into an insured foreign country, but not before any qualifying periods have elapsed.

The date on which the border to a foreign country was crossed must be substantiated on request.

No payment will be made for insured events which occurred or existed before the commencement of insurance cover.

#### 3.2 Duration and termination of the insurance cover

##### 3.2.1 Duration, termination and extension

The insurance cover has been concluded for the period stated in the policy but for a maximum of 36 months. It shall terminate automatically at the expiry of this period.

Should the period of residence abroad be extended beyond the originally agreed term, an application may be made for an extension. We must receive the application for an extension before the original insurance cover expires. The extension of the original period must take effect seamlessly. The term of the original contract when added to the extension applied for must be of a total duration of no more than 36 months.

Except in the case of overseas health insurance, which is concluded for a period of less than 12 months (including any extension), we must expressly approve the extension and are entitled to reject the application for an

extension without stating reasons. We shall notify you of such rejection without delay.

### 3.2.2 Follow-up cover for pre-existing insurance

For persons submitting an application for insurance to ACE who previously enjoyed overseas protection from another insurer, the following rules apply:

The term of the pre-existing contract when added to the extension period with ACE must be of a total duration of no more than 36 months.

The qualifying period is 14 days. This qualifying period shall be waived:

- if we receive the application for an extension 14 days before expiry of the original insurance contract; and
- the date of commencement of cover under the extension applied for from ACE coincides with the date of termination of cover under the previous contract, thus ensuring continuous insurance cover.

Insured events occurring prior to the commencement of cover under the extension period are not insured.

### 3.2.3 Extended benefit period

If a return journey is impossible due to unfitnes to travel supported by a medical certificate and treatment beyond the end of the insurance period is consequently necessary, the duty to provide any benefit under this contract will continue to exist until fitness to travel is restored, but for no longer than a period of 3 months. There shall be no duty to pay premiums during this period.

### 3.3 Suspension of insurance cover during military deployments

Insurance cover for the insured person will be suspended as soon as this person serves in a military or similar formation which is involved in a war or hostilities between the countries China, Germany, France, Great Britain, Japan, Russia or the USA. Insurance cover will be reinstated as soon as we receive your notification of the end of service.

## The insured event

### 4 What must be done if an insured event occurs? (Obligations)

Our obligation to perform depends on the cooperation of the insured person.

4.1 Within the meaning of this contract, an insured event is an event which causes a loss covered by the insurance or, in the case of liability insurance, which could entail liability claims against the insured person.

4.2 The obligations to be met following the occurrence of an insured event are as stated in Clause 4.3 and in the Special Conditions of Insurance.

4.3 Fundamentally, an obligation exists

4.3.1 to avert or minimise the loss, as far as possible;

4.3.2 to inform us immediately, truthfully and completely of all the details of circumstances which could entail an obligation to perform;

4.3.3 to complete the "Notification of an insured event" form from us truthfully and to return it to us without delay;

4.3.4 to provide us with additional truthful relevant information requested;

4.3.5 to permit us to carry out any reasonable examination of the cause and amount of our obligation to pay;

4.3.6 to follow our instructions;

4.3.7 to act so that the documents which we request to substantiate the claim, particularly invoices for costs and medical certificates, are issued;

4.3.8 to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory health insurance funds, trade associations and authorities to issue all the information required for an assessment of the risk for which a benefit is to be provided and of the obligation to provide such benefit.

Where you have provided us with your consent before the insured event has occurred, we shall inform you of the collection of personal health data. You may object to such data being collected; however, this may lead to the loss of your right to claim any benefit under Clause 5.

You may at any time request that data only be collected where consent has been obtained for each individual collection.

4.3.9 to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage and bodily harm) to the responsible police station immediately and to have the report substantiated;

4.3.10 to inform us of the existence of other insurance providing cover for the insured event in question, and to inform us of claims asserted and payments received under such insurance, and of the eligibility of other third parties for compensation.

4.4 There are further deadlines which must be met for individual types of benefit and these are as set out in the Special Conditions; however, they do not refer to obligations, but rather to prerequisites which must be met before a claim can be made.

## 5 Consequences of breaches of obligation

If an obligation provided for in Clause 0 is intentionally breached, you will forfeit insurance cover. In case of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to

the severity of your negligence. These two conditions shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in writing.

If you can establish that you did not breach the obligation through gross negligence, you will retain insurance cover.

You will also retain insurance cover if you can establish that the breach of the obligation did not cause either the occurrence or establishment of the insured event or the establishment or scope of the benefit payable. This does not apply if you have acted fraudulently in breaching the obligation.

## **6 When is there no insurance cover? (Exclusions)**

Apart from the restrictions and exclusions listed in the Special Conditions of Insurance, there is on principle no insurance cover for losses:

- 6.1** caused deliberately by the insured person;
- 6.2** which the insured person causes by or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- 6.3** caused by atomic energy;
- 6.4** during the practice of the following professions / occupations:
  - Artist, stunt man, animal trainer;
  - persons working underground in the mining industry;
  - detonation and clearance personnel, as well as munitions detection personnel;
  - professional diver;
  - professional, contract and licensed sportsman (including racing driver and jockey);
  - journalist, reporter, foreign correspondent;
  - construction worker.

## **7 What applies to claims against third parties**

- 7.1** If, in case of a loss, insurance cover can be claimed under another insurance contract (i.e. health insurance, social insurance benefits, other insurers or persons), the other contract overrides this insurance contract.

If you claim ACE first, we advance the payments.

If you are entitled to claim damages from a third party, then insofar as we have made good the loss, this claim will be transferred to us. The transfer may not be invoked to your detriment.

You must protect your claim for damages or any right which serves to secure such claim, subject to compliance with the applicable formal and deadline requirements, and you must where necessary cooperate in the implementation of the same by us. If you deliberately breach this obligation, then insofar as we are consequently unable to obtain

compensation from the respective third party, we shall not be obliged to provide any benefit. If the obligation is breached in a grossly negligent manner, we shall be entitled to reduce our benefit in proportion to the severity of your negligence; the burden of proving that no gross negligence was involved rests on the insured person.

If the claim for damages is made against someone with whom you lived in a joint household at the time of occurrence of the loss, the claim may only be transferred to us if this person caused the loss deliberately.

- 7.2** If the insured person, as a citizen and/or resident of the European Union, travels within the European Union, said insured person must obtain a completed form E111 or the European Health Insurance card from your health insurance fund prior to departure.

## **8 When are the benefits due?**

- 8.1** If our obligation to provide a benefit is established in principle and as regards the amount, then payment of the benefit must be made within two weeks unless stipulated to the contrary in the Special Conditions.
- 8.2** Our obligation will be deemed to have been fulfilled when the amount in Euros is transferred to a domestic financial institution.
- 8.3** Interest is payable on the compensation at a rate of 5 percentage points above the base rate of the ECB p.a. if we or any organisation commissioned by us fail(s) to pay it within one month of the due date.

## **9 In which currency are payments made?**

**We make insurance payments in Euros (€).**

Costs incurred in other currencies will be converted into € at the rate of exchange applicable on the day on which we receive the supporting documentation. Unless you substantiate that you purchased the currencies required to pay the invoices at a less favourable rate by presentation of a bank voucher, the official rate of exchange in Frankfurt will be the daily rate for traded currencies, and the rate from the latest edition of "*Währungen der Welt*", published by the Deutsche Bundesbank, Frankfurt, will apply to non-traded currencies.

## **10 What must be observed when notifying us?**

**What applies if you change your address?**

**10.1** All notifications and declarations should be sent to our headquarters / regional office or to your insurance broker.

**10.2** If you fail to notify us of a change of address, the despatch of a registered letter to the last address known to us will suffice for a declaration of intent to be made to you. The declaration will be deemed to have been delivered three days after the dispatch of the letter.

The same applies if you should change your name.

# General contract information

## 11 Information about the insurer

### 11.1 Address

ACE European Group Limited  
Direktion für Deutschland

Registered in the companies register under number: HRB Frankfurt 58029

Lurgiallee 10, 60439 Frankfurt am Main.

Telephone: 069 75613 0  
Facsimile: 069 75613 252  
www.aceeurope.de

### 11.2 Company's head office

The Company's head office is in London, United Kingdom.

### 11.3 Legal form:

Limited (Ltd.), private limited company under English law.

### 11.4 Legal representative

The legal representative of ACE European Group Limited, Direktion für Deutschland, is the general manager and authorised representative Dr. Dankwart von Schultendorff of Frankfurt.

### 11.5 Principal business activity

Operating in all classes of property and personal insurance (but not life insurance or substitute health and legal expenses insurance), reinsurance business and provision of all kinds of insurance.

## 12 Information on the insured benefits

### 12.1 Main features / Legal basis

12.1.1 These insurance conditions incorporating our tariff provisions, your insurance certificate, and the insurance contract between TU Dresden and ACE as well as the Insurance Contract Act valid in each instance form the basis of the insurance contract.

12.1.2 This insurance covers you abroad (cf. Clause 1), providing the benefits which are specified in your insurance certificate and defined in the Special Conditions of Insurance and which accrue in accordance with Clause 8. As the insurer, we provide the contractually agreed benefits within the scope of these insurance conditions.

### 12.2 Period of validity

We may change these insurance conditions at any time for new contracts, but not for existing ones.

## 13 Information about the contract

### 13.1 Which law is applicable?

German law applies to this contract.

### 13.2 Which court has jurisdiction?

13.2.1 The exclusive place of jurisdiction for all claims against us arising from this insurance contract will be Frankfurt/Main, Germany. If you are a natural person, the court in whose district you have your place of residence when the claim is brought or, in the absence of such place of residence, your customary place of abode, also has local jurisdiction.

13.2.2 If you are a natural person, claims against you arising under the insurance contract must be brought before the court that has jurisdiction over your place of residence or, in the absence of such place of residence, your customary place of abode. If you are a legal person, the court of jurisdiction will be where you have your registered office or your place of business.

13.2.3 If your place of residence, registered office or place of business is in a country outside the European Union, Iceland, Norway or Switzerland, the place of jurisdiction will again be Frankfurt am Main.

### 13.3 Language of the contract

The language of the contract is German. Any communication made will be made in German only.

## **14 Complaints**

### **14.1 Ombudsman**

Our company is a member of the Verein Versicherungs-Ombudsmann e.V. (Insurance Industry Ombudsman Scheme). You can use this to avail yourself of the free, out-of-court arbitration procedure (with the exception of Overseas Health Insurance).

The Insurance Ombudsman can currently consider cases with an amount in dispute of up to €80,000.

We undertake to waive recourse to a court and to accept the ombudsman's ruling for decisions up to the amount of €5,000.

Your right to choose to take legal action remains unaffected by this.

The insurance ombudsman may be contacted at

beschwerde@versicherungsombudsmann.de

Postfach 080632, 10006 Berlin.

### **14.2 Supervisory authorities**

#### **14.2.1 Responsible regulatory authority**

ACE European Group Ltd. is regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, [www.fsa.gov.uk](http://www.fsa.gov.uk).

The German Office is also regulated by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungen*), Graurheindorfer Str. 108, 53117 Bonn. [www.bafin.de](http://www.bafin.de). Tel: 0228 41080.

#### **14.2.2 Complaints**

You may also address complaints to the Federal Financial Supervisory Authority at the above address.



# Data Processing Information Sheet

## 15 Preliminary remarks

Today, insurance companies can only work with the aid of electronic data processing (EDP). This is the only way in which contractual relationships can be handled correctly, quickly and economically. EDP also offers the insured community better protection from misuse than the former manual system.

Processing personal data which has been provided to us is regulated by the Federal Data Protection Act (BDSG), according to which the processing and use of data is only permitted if the BDSG or another statutory provision allows it or if the person concerned has agreed.

The BDSG always allows the processing and use of data if this takes place within the scope of the specific purpose of a contractual relationship or of a mutual trust similar to a contract or if it is necessary for protecting the justified interests of the party storing the data / storage place and there are no reasons for assuming that the affected person's interests worth protecting outweigh the exemption from processing or use.

## 16 Declaration of consent

Irrespective of this requirement to rank interests in individual cases and with a view to a secure legal basis for data processing, a declaration of consent in accordance with the BDSG has been included in your insurance application. This applies beyond the termination of the insurance contract and ends either upon refusal of the application or upon your revocation, which can be given at any time, except with life insurance and accident insurance.

If the declaration of consent is completely or partially deleted when the application is made, this could possibly lead to the contract not being concluded. Despite revocation or the complete or partial deletion of the declaration of consent, data may be processed and used within the limits allowed by statute as set out in the preliminary remarks.

## 17 Declaration of discharge from the duty of confidentiality

In addition, the disclosure of data which, as in the medical profession, is subject to professional confidentiality, requires the express consent of the affected party (discharge from the duty of confidentiality). A discharge from the duty of confidentiality clause is therefore also included in life assurance, health insurance and accident insurance, in the application and also in the notification of claim / benefit.

Some important examples of the processing and use of data are set out below.

## 17.1 Data storage by your insurer

We store data necessary for the insurance contract. Firstly, this consists of your information from the application (application data). In addition, actuarial data relating to the contract is held such as customer number (partner number), insured amounts, term of insurance, premium, bank details and, if necessary, third party details, e.g. broker, loss adjuster or doctor (contract data). In the case of an insured event, we store your loss information and, if necessary, we also store third party information, e.g. the degree of incapacity determined by a doctor, the assessment by your garage on the write-off of a vehicle or, in the case of maturity of life assurance, the amount payable (benefit data).

## 17.2 Disclosure of data to re-insurers

In the interests of its policyholders, an insurer will always take into consideration any adjustment to the risks it has assumed. For this reason, we cede part of the risks to both domestic and foreign reinsurers in many cases. These reinsurers also require corresponding actuarial information from us, such as policy number, premium, type of insurance coverage and risk, risk loading and, in individual cases, your personal details. If reinsurers participate in the risk assessment and loss adjustment, they will also be provided with the appropriate documents.

In individual cases the reinsurers use further reinsurers, to whom they also disclose corresponding data.

## 17.3 Disclosure of data to other insurers

According to the Insurance Contract Act, the insured must inform the Insurer of all circumstances which are relevant to the risk assessment and loss adjustment when making an application, upon any endorsement to the policy and in the event of loss. This includes e.g. information relating to previous illnesses and insured events or information about other similar insurance policies (applied for, existing, rejected or cancelled). In order to avoid insurance fraud, to clarify possible inconsistencies within the insured's information or in order to close gaps in the assessment of accrued losses, it may be necessary to ask other insurers for information or to provide corresponding information upon request.

An exchange of personal data between the insurers is also necessary in certain circumstances (double insurance, statutory subrogation and loss sharing agreements). This entails the disclosure of data relating to the affected person such as name and address, car registration number, type of insurance coverage and risk, or information relating to loss, such as amount of loss and date of loss.

## 17.4 Central reference system

When examining an application or a loss, it may be necessary either for the purposes of risk assessment, for further clarification of the facts or for avoiding insurance fraud, to make enquiries of the responsible trade association or of other insurers. It may also be necessary to respond to corresponding enquiries made by other insurers. For this reason, there are central reference systems, that can be pursued with the aid of the respective system, i.e. only if specific preconditions are fulfilled.

### Example: Property insurers

Registering claims and persons in cases of arson or if the contract is cancelled because of suspicion of insurance fraud and certain loss amounts have been reached.

*Purpose:* Risk assessment, loss investigation, prevention of further fraud.

### Example: accident insurers:

- notification of considerable breach of the pre-contractual duty of disclosure,
- refusal of benefits due to intentional breach of duty in an insured event, due to feigning an accident or the consequences of an accident,
- extraordinary cancellation by the insurer after providing benefits or commencing proceedings for benefits.

*Purpose:* Risk assessment and uncovering insurance fraud.

## 17.5 Customer support by insurance broker

You will receive customer support from a broker in relation to your insurance affairs. Brokers in this sense are, in addition to individual persons, brokering companies.

In order to properly carry out its work, we send the broker for this purpose information from your application, contract and benefit data, e.g. insurance policy number, premiums, type of insurance coverage and risk, number of insured events and amount of benefit, which is necessary for providing advice and customer service. Exclusively for the purpose of adapting the contract in personal insurance, health information can also be provided to the appropriate broker.

Brokers process and use this personal data themselves in the scope of the above mentioned advice and customer support. You will also be informed by us about any changes to data relevant to customers.

Each and every broker is legally and contractually obliged to observe the provisions of the BDSG and its specific duties of confidentiality (e.g. professional secrets and data secrecy).

## 18 Further information and explanations of your rights

As the affected party under the Federal Data Protection Act, you have a right to information and, under certain conditions, a right to the correction, barring or deletion of the data stored in your file, in addition to the aforementioned right of revocation.

Please contact your insurer's data protection officer for any further information or explanations. Always contact your insurer as well with any request for information, correction, barring or deletion of data stored by the re-insurer.

## **Specific Conditions of Insurance (Part 2 – 4)**

The following Specific Conditions of Insurance take precedence over the General Insurance Conditions (ACE / Dr. Walter – Academic Exchange General Insurance Conditions).

# Part 2

## Conditions of Overseas Health Insurance + Assistance

### (ACE / Dr. Walter – Academic Exchange Overseas Health Insurance + Assistance)

The ACE / Dr. Walter – Academic Exchange Overseas Health Insurance + Assistance conditions apply to health insurance with emergency assistance services in case of accident, illness and death, and of other emergencies abroad.

They only apply in conjunction with the ACE / Dr. Walter – Academic Exchange General Conditions of Insurance.

#### 1 What is insured?

Subject of this insurance are

**1.1 Refund of costs** incurred by the insured person during a stay abroad;

**1.2 Assistance** required during a stay abroad.

The insured benefits and services are shown under Clause 2. The insured amounts are stated in the insurance certificate.

Reference is made to the conditions for performance of the services (Clause 4.1, Agreement with the Incident Manager).

#### 2 Which benefits are insured?

##### 2.1 Illness/accidents/death

##### 2.1.1 Scope of cover

2.1.1.1 Insurance cover covers the occurrence of a medical emergency, i.e. if bodily harm is suffered or if a sudden, unforeseen illness of the insured person occurs during the stay abroad which requires immediate in- or out-patient treatment by a registered medical practitioner and which cannot be postponed until the return home.

Reference is made to the exclusions stated under Clause 3.

##### 2.1.1.2 Pregnancy

Necessary medical treatments and examinations due to pregnancy are also deemed to be insured events, as long as the pregnancy did not exist prior to the commencement of the insurance cover.

However, pregnancies at stage less than six months, at the moment of departure from the home country, to participate in this action, shall not be excluded from cover.

Complications related to pregnancies shall be covered at any time.

2.1.1.3 Within the scope of the agreed cover we pay for methods of medical examination or

treatment and medically prescribed pharmaceuticals which

- are generally scientifically recognised;
- are proved in practice to be equivalent to conventional medicine or which are used because conventional medicine methods or drugs are not available. In this case we are entitled to reduce the payment to the amount that would have arisen if conventional medicine had been used;
- match the general and common health insurance standard in the host country (in Germany for out-patient treatments costs up to 2.3 times the physician fee-scale GOÄ rate, no analogous calculation; for in-hospital treatments ordinary ward without optional extra services in a shared room, no private treatment).

2.1.1.4 The insured event begins with treatment and ends when there is no longer a need for treatment, according to medical assessment.

If treatment has to be extended to an illness or the consequences of an accident which has no causal connection with that previously treated, a new insured event is deemed to have occurred.

##### 2.1.2 Insured benefits

If the insured person falls ill or suffers an accident, the following services will be performed:

Attention is drawn to Clause 6 of these conditions below.

##### 2.1.2.1 Support services / administration

2.1.2.1.1 Information on available out-patient treatment or referral to a German- or English-speaking doctor;

2.1.2.1.2 Arrangement of doctors, specialists, laboratories and hospitals;

2.1.2.1.3 Organisation of the despatch of

- medicines;
- plasma;

- medical equipment and, if necessary, arrangement of personnel trained to use it.
- 2.1.2.2 Costs of treatment**
- 2.1.2.2.1 Refund of the costs of medically necessary treatment due to illness or accident, up to the sum insured per trip as agreed in the insurance certificate.**
- The excess specified in the insurance certificate is deemed to have been agreed in respect of each insured event.
- The following are deemed treatment within the meaning of this condition:
- 2.1.2.2.2 Medically prescribed medicines and dressings.** Food, nutritional supplements and cosmetic preparations are not deemed to be medicaments, even if they are medically prescribed;
- 2.1.2.2.3 Medically prescribed radiation, light and other physical treatments;**
- 2.1.2.2.4 Medically prescribed aids which are necessary as a consequence of an accident and which are used to treat the consequences thereof;**
- 2.1.2.2.5 X-ray diagnosis;**
- 2.1.2.2.6 In-patient treatment, provided that this is administered in an institution which is generally recognised as a hospital in the host country and which is under permanent medical management, has adequate diagnostic and therapeutic facilities, works on the financial principles generally accepted in the host country and maintains patient records;**
- 2.1.2.2.7 Transport to and from the nearest hospital or doctor suitable for treatment;**
- 2.1.2.2.8 Operations;**
- 2.1.2.2.9 Palliative dental treatment including single fillings (up to 1.7 x the medical/dental fee scale GOÄ/GOZ rate in Germany) and, in the case of damage to false teeth, measures to restore mastication function for the protection and conservation of the remaining teeth and simple dental prostheses required as a result of the accident up to the amount stated in the insurance certificate.**
- 2.1.2.2.10 Pregnancy:**
- examination and treatment for pregnancy, unless the pregnancy existed at the start of the insurance contract or the renewal contract;
  - Treatment for spontaneous abortion;
  - Childbirth.
- 2.1.2.3 Hospital stays**
- 2.1.2.3.1 Making contact between the doctor responsible for treatment and the GP and the transmission of information between the doctors involved;**
- 2.1.2.3.2 Giving notice to relatives;**
- 2.1.2.3.3 Arrangement of a specialist with bedside consultation, if medically necessary;**
- 2.1.2.3.4 Guaranteed assumption of hospital costs (c.f. 2.1.2.2.56), limited to the amount specified in the insurance certificate for general care;**
- 2.1.2.3.5 In the case of a serious accident or sudden serious illness**
- Arrangement of return travel to the location of the hospital for a person close to the insured person;
  - Assumption of the travel or flight (economy class) costs for one journey by said person to the hospital and back. Costs of board and lodging will not be assumed. Payment will be made for a maximum of two such insured events per year of insurance. The excess specified in the insurance certificate is deemed to have been agreed in respect of each insured event.
- 2.1.2.4 Patient transport**
- 2.1.2.4.1 Organisation of**
- patient transport specified under Clause 2.1.2.4.2 using a medically suitable means of transport for the insured person;
  - accompaniment by a person close to the insured person, if technically feasible.
- 2.1.2.4.2 Assumption of costs up to the amount specified in the insurance certificate for medically advisable transport of the insured person by a medically suitable means of transport (ambulance or aircraft). The doctor appointed by the incident management will be responsible for deciding whether transport should be by land or air, by agreement with the doctor responsible for treatment.**
- The following are insured:
- Transport to the nearest hospital suitable for treatment or to a specialist hospital;
  - Return transport to the nearest suitable hospital at the residence of the insured person, as soon as evacuation is medically advisable and reasonable, as well as transport between hospitals which may be necessary within the home country.
- 2.1.3 Search, rescue and recovery missions**
- 2.1.3.1 Organisation of searches for and the rescue/recovery of the injured person, provided that the local authorities or other aid organisations do not conduct these.**
- 2.1.3.2 Assumption of costs up to the amount specified in the insurance certificate for search, rescue and recovery operations by public- or private-sector rescue services, if charges are usually made.**
- 2.1.4 Emergency assistance in cases of accident and illness**
- 2.1.4.1 Contact with the insured person's bank and transfer of the amount made available by said bank, in the absence of any other facility for the transfer of funds.**
- 2.1.4.2 Advance of an amount specified in the insurance certificate, should it not be possible to make contact with the bank within 24 hours.**

	Attention is drawn to Clause 0 of these conditions below.	2.2.3.2	Damage to the property of the insured person resulting from fire, natural hazards or criminal offence by a third party, if the damage is considerable in terms of the financial status and assets of the victim or the presence of the insured person is required for the purposes of loss adjustment.
<b>2.1.5</b>	<b>Death</b>		
	Should the insured person die during travel during the term of the contract, the following alternative services will be performed:		
2.1.5.1	<u>Return of remains</u>	2.2.3.3	Assumption of the travel or flight costs (economy class) for one journey as specified in Clause 2.2.3.1 or 2.2.3.2. Costs of board and lodging will not be assumed. Payment will be made for a maximum of two such insured events per year of insurance.
	Organisation and assumption of costs of the return of the remains of the deceased to the place of residence;		
2.1.5.2	<u>Funeral arrangements</u>	<b>3</b>	<b>In which cases is insurance cover excluded?</b>
	Funeral arrangements abroad and assumption of the costs.		In addition to the exclusions specified in Clause 6 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, no cover exists for:
<b>2.2</b>	<b>Other emergencies</b>		
	Attention is drawn to Clause 6 of these conditions below.		
<b>2.2.1</b>	<b>Loss of travel funds and documents</b>	<b>3.1</b>	Pregnancy as well as illness and disorders which existed or were known or diagnosed (even by tentative diagnosis) at the start of the insurance and in each case at the start of the extension of the contract and their consequences, as well as consequences or illnesses and accidents that have been treated during the time of six months before the insurance application.
	Should the insured person be a victim of theft, robbery or loss of baggage while travelling, the following services will be performed:		In divergence from this exclusion, cover is granted for treatments to eliminate life-threatening conditions which became acute during the stay abroad.
2.2.1.1	<u>Loss of travel funds</u>	<b>3.2</b>	Losses which could very probably have been anticipated by the insured person;
2.2.1.1.1	Contact with the insured person's bank and transfer of the sum made available by said bank, in the absence of any other facility for the transfer of funds;	<b>3.3</b>	Treatment abroad which was the sole reason or one of the reasons for undertaking the journey;
2.2.1.1.2	Advance of an amount specified in the insurance certificate, should it not be possible to make contact with the bank within 24 hours.	<b>3.4</b>	Losses attributable to causes of which the insured person was aware before residence abroad commenced;
2.2.1.2	<u>Loss of travel documents</u>	<b>3.5</b>	Treatment or accommodation rendered necessary by lingering illness, a requirement for nursing care or accommodation;
	Assistance in procuring replacements and assumption of the official charges incurred for their issue.	<b>3.6</b>	Spa and sanatorium treatment and rehabilitation measures;
<b>2.2.2</b>	<b>Criminal prosecution</b>	<b>3.7</b>	Outpatient treatment at a spa.
	Should the insured person be arrested or threatened with arrest during travel during the term of the contract, the following services will be performed:		This restriction will be waived if the treatment is rendered necessary by an accident which occurred there. It will be waived in cases of illness if the insured person was only at the spa temporarily and not for the purposes of treatment;
2.2.2.1	Procurement of a lawyer and/or interpreter and advance of the court, legal and interpreting costs incurred in this context, up to the amount shown in the insurance certificate.	<b>3.8</b>	Dependency treatment including withdrawal treatment at a spa;
2.2.2.2	Advance of any bail demanded by the authorities up to the amount shown in the insurance certificate.	<b>3.9</b>	Alcohol, drug or solvent abuse or claims due to the influence of alcohol or drugs (with the exception of benefits under 2.1.2.1 and 2.1.5);
<b>2.2.3</b>	<b>Return journey in an emergency</b>	<b>3.10</b>	Abortions, unless medically prescribed;
	Organisation of travel from the country of foreign residence to the country of origin and back in a case of		
2.2.3.1	Death, serious accident or unexpected serious illness of the spouse/partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, sons- and daughters-in-law and brothers- and sisters-in-law of the insured person;		

- 3.11** Examinations or treatments owing to disruptions to the functions, or defects, of reproduction organs;
- 3.12** Losses, including their consequences, and accidents directly or indirectly attributable to acts of war or civil war.
- However, insurance cover will exist if the insured person is surprised by acts of war or civil war while travelling abroad.
- Insurance cover will terminate at the end of the seventh day following the outbreak of a war or civil war on the territory of the state in which the insured person is staying.
- The extension does not apply to travel to or through states on the territory of which war or civil war is already being waged. Neither will it exist for active participation in war or civil war or for losses or accidents caused by NBC weapons and in connection with a war or hostilities between China, Germany, France, Great Britain, Japan, Russia or the USA;
- 3.13** Treatment by spouses, parents or children as well as members of the host family in which an insured person is living. Substantiated material expenses will be refunded;
- 3.14** Costs exceeding the amount mentioned in the insurance certificate in respect of expenses for psychiatric or psychotherapeutic treatments;
- 3.15** Appliances (e.g. spectacles, pads, surgical stockings, etc. and health requisites such as heat lamps and thermometers);
- 3.16** Certificates, reports and examinations for the purpose of obtaining a residence permit;
- 3.17** preventive examinations and check-ups (e.g. cancer screening, vaccinations, laboratory screening and allergy tests); pregnancy screening pursuant to Clause 2.1.2.2.10 remains unaffected by this
- 3.18** Cosmetic treatment (including e.g. acne, hair loss, mole and wart removal);
- 3.19** False teeth (excluding simple dental prostheses required as a result of the accident up to the amount stated in the insurance certificate), pivot teeth, bridges, crowns and orthodontic treatment;
- 3.20** Computer tomography, magnetic resonance imaging and sintigraphy, with the exception of life-threatening accidents or illnesses or with the consent of the insurer/incident manager;
- 3.21** Physiotherapy except after accidents;
- 3.22** Treatment by non-medical practitioners;
- 3.23** Expenses incurred by methods of treatment and medicines which are not generally scientifically recognised either in the Federal Republic of Germany or at the place of residence;
- 3.24** Treatments or other measures which exceed what is medically necessary. In this case we are entitled to reduce the payment to an appropriate level.

## **4 What applies to the provision of insured benefits?**

### **4.1 Condition for the provision of insured benefits**

A condition for the provision of incident management services and the refund of the associated costs is that the insured or a person authorised by the insured person contacts the incident manager and agrees the further procedure with him/her.

Incident management services will be performed within a reasonable period and by agreement with the insured person. However, the incident manager has discretion in the choice of contractor used to perform the services. If third parties are commissioned, thereby incurring costs which are not covered by this insurance, the incident manager will have the right to demand appropriate financial guarantees from the insured person. The incident manager will determine the form and extent to which this takes place.

### **4.2 Assistance services**

Assistance services will be performed by us or by the organisation (incident manager) specified in the insurance certificate.

The incident manager will not be responsible for any delay to or obstacle whatsoever in the performance of the services which may arise in connection with the following occurrences:

- Acts of war or civil war;
- Civil commotion, strike, insurgency, retaliatory measures, acts of sabotage, terrorism or other acts of violence;
- Instructions of agencies of the state;
- Natural disasters such as earthquakes, volcanic eruption or flooding;
- Regional contamination by nuclear substances (atomic energy).

### **4.3 Financial services**

#### **4.3.1** We are only under an obligation to perform if

- original invoices or
- copies including a payment confirmation of another insurer regarding

are submitted for the services performed and the substantiation required, particularly officially authenticated translations, have been submitted. These will be our property.

#### **4.3.2**

All vouchers must bear the first name and surname of the party treated, the name of the illness and the individual medical services with dates of treatment.

Receipts must clearly show the medicines prescribed, the price and confirmation of payment.

Vouchers for dental treatment must identify the teeth treated and state the treatment carried out. Benefits provided or refused by other insurance carriers must be verified as set out under Clause 4.3.1.

- 4.3.3 Costs incurred will be refunded less savings made, refunds, etc.
- 4.3.4 We are entitled to make payment to the party providing or submitting proper substantiation.
- 4.3.5 Translation costs may be deducted from payments.
- 4.3.6 Payments by third parties will be deducted from payments under this contract in accordance with Clause 7 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions.

**5 What must be done if an insured event occurs? (Obligations)**

- 5.1 **In addition to the obligations set out under Clause 4 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, the insured person shall:**

- 5.1.1 notify us of any hospital treatment within ten days of its commencement;
- 5.1.2 claim insurance benefits from ourselves in writing;
- 5.1.3 submit to examination by a doctor appointed by ourselves on demand.
- 5.1.4 report any cases of theft, robbery or the loss of travel funds and documents to the respective responsible authority.

**5.2 Consequences of breach of obligation**

Please refer to Clause 5 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions for the consequences of breach of obligation.

**6 When must advances be repaid?**

If advances are agreed and no third party assumes the costs then you must repay them to us within two months of the advance.



# Part 3

## Conditions of Overseas Personal Liability Insurance (ACE / Dr. Walter – Academic Exchange Personal Liability Insurance)

The ACE / Dr. Walter – Academic Exchange Private Liability Insurance applies only in conjunction with the ACE / Dr. Walter – Academic Exchange General Insurance Conditions.

### 1 What is insured?

Insurance cover exists for circumstances in which a claim is made against the insured person by a third party under statutory provisions for liability for compensation under private law because of a loss occurring during the effectiveness of the insurance contract entailing

- the death, injury or harm to the health of persons (bodily injury);
- or damage to or destruction of property (property damage).

### 2 What is covered?

#### 2.1 Insured risks

Within the scope of the following stipulations, the insurance cover extends to the statutory liability of the insured person

- as a private individual abroad under Clause 1 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions;
- arising from the risks of everyday life.

Insured risks of everyday life are activities, **particularly**

- 2.1.1 as the head of a family or household (e.g. arising from the obligation to supervise minors);
- 2.1.2 as a cyclist;
- 2.1.3 from participation in sport, with the exception of the exclusions under Clause 4.2 below;
- 2.1.4 from the legitimate private possession and use of cutting weapons, shafted weapons, firearms, munitions and missiles, but not for the purposes of hunting or criminal offences;
- 2.1.5 as a rider when using third-party horses for private purposes. Liability claims by the keeper or owner of the animals against the insured person are not insured;
- 2.1.6 as the keeper of or carer for tame domestic pets, tame small animals and bees, but not dogs, cattle, horses, other riding and draught animals, wild animals or animals kept for commercial or agricultural purposes;
- 2.1.7 as the tenant (but not the permanent tenant, lessee, etc.) of apartments, hotel or boarding house rooms and buildings for residential

purposes rented for the purposes of dwelling abroad.

### 2.2 Uninsured risks or risks with restricted insurance

#### 2.2.1 Professional and other activities

The risks of a business, profession, service or office (including honorary office), traineeships, responsible work in any type of association or unusual and dangerous occupations are excluded. This includes for example working as an au-pair and any other childcare work carried out for remuneration.

#### 2.2.2 Motor vehicles, aircraft and watercraft

2.2.2.1 Liability arising from the ownership, possession, keeping or operation of a motor vehicle, an air- or watercraft for losses caused by the use of such vehicle is not insured.

2.2.2.2 However, liability insurance cover exists in respect of losses arising from the use of

2.2.2.2.1 Model aircraft, unmanned balloons and kites;

- which are not powered by engines or propellants;
- the total flying weight of which does not exceed 5 kg;
- and for which insurance is not compulsory;

2.2.2.2.2 Water sports vehicles, with the exception of own sailing boats and own or third-party water sports vehicles with engines - including auxiliary or outboard motors - or propellants.

### 3 Which benefits are provided up to which amount?

#### 3.1 Type of benefit

Cover is provided under the insurance for:

- 3.1.1 investigating liability;
- 3.1.2 defending unfounded claims for damages;
- 3.1.3 indemnifying the insured person against justified liability for damages.

Liability for damages is justified if the insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. Admissions made and settlements reached by the insured person without our consent will only bind us if there would have been a claim even without the admission or settlement.

If the insured person is found liable for damages and the decision is binding on us, we must indemnify the policyholder against the third party claim within a period of two weeks.

**3.1.4** Defence counsel's costs in accordance with the fee scale, or greater if expressly agreed with us, for the appointment of defence counsel desired or approved by us for the insured person in a criminal prosecution due to an insured event which may entail a liability claim for which insurance cover exists;

**3.1.5** Provision of security or deposit for the insured person if the insured person has a statutory obligation to provide security for a pension due because of an insured event, or prevention of enforcement of a court ruling against the insured person by provision of security or a bond;

**3.1.6** Conduct of litigation in the name of the insured person, should an insured event result in litigation regarding the claim between the insured person and the claimant or the latter's successor in title.

We will assume the costs of litigation.

## **3.2 Amount of benefit**

### **Excess**

You have to bear an excess up to the amount stated in the insurance certificate for each and every insured event.

### **3.2.1 Maximum limit per event of damage**

**3.2.1.1** The compensation paid is restricted to the amount stated in the insurance certificate per insured event.

This will also apply if the insurance cover extends to more than one party entitled to compensation.

Several losses with a common cause occurring within a close time scale will be deemed a single claim.

The aggregate payment for all claims in any one insurance year will be restricted to twice the agreed sum insured.

**3.2.1.2** Expenditure on costs in accordance with Clause 3.1.6 will not be debited from the sum insured, unless the litigation takes place in the United States of America (USA) or Canada.

However, should the justified liability claims resulting from a single claim exceed the sum insured, we will assume the court costs in the ratio of the insured sum to the total amount of the claims.

In such cases, we are entitled to discharge ourselves from further performance by payment of the insured amount and the proportion of the costs accrued hitherto corresponding to the insured amount.

**3.2.1.3** If the insured person has to make pension payments to the claimant and if the cash value of the pension exceeds the sum insured or the amount of the sum insured after the deduction of any other payments

from the same insured event, the pension to be paid will only be refunded in the ratio of the sum insured or the residual amount thereof to the cash value of the pension.

The cash value of the pension and the amount of cover will be determined under the declaration made to the responsible regulatory authority in the business plan when calculating the proportional value.

### **3.2.2 Maximum payment for damage to rented property**

For insurance payments resulting from damage to rented property specified in accordance with Clause 2.1.7, the payment of compensation will be restricted to the sum specified in the insurance contract for each insured event and each year of insurance.

### **3.2.3 Restriction in the case of additional costs attributable to the insured party**

Should settlement of a liability claim by acknowledgement, satisfaction or settlement demanded by us fail due to the behaviour of the insured person, we will not pay the additional expenses for the compensation and for interest and costs arising from this behaviour.

### **3.2.4 Other liability insurance**

In accordance with Clause 7 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, any other existing insurance cover will take precedence over this overseas personal liability insurance cover.

## **4 When is there no insurance cover? (Exclusions)**

In addition to the exclusions specified in Clause 6 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, no cover exists for liability claims,

**4.1** if they exceed the scope of the statutory liability of the insured person due to a contract or express commitments;

**4.2** from losses as a consequence of

- hunting
- participation in horse, cycle or motor vehicle races, boxing or wrestling or their preparations (training);

**4.3** from losses to relatives of the insured person, who share the latter's household.

Relatives do not include host parents or host children, but do include spouses/partners, parents, children, adoptive parents and children, parents-in-law, step-parents and children, grandparents and grandchildren, siblings, and foster parents and children (persons who are associated with each other in a long-term, typical family relationship such as that of parents and children);

**4.4** between several parties insured under the same insurance contract;

**4.5** between the legal representatives of parties without legal capacity or those with restricted legal capacity;

**4.6** because of material damage to third-party property and pecuniary losses resulting from such property which the insured person has rented, leased, borrowed or acquired by illegitimate independent interference or which is the subject of a separate custodial contract.

However, damage to rented premises/buildings and their fixtures and fittings in accordance with Clause 2.1.7 (damage to rented property) is included, although the following are excluded:

- Liability claims for wear, tear and excessive use;
- Damage to heating, boiler and hot water systems, to electrical and gas appliances;
- Liability claims which are covered by the waiver of regress under the Fire Insurers' Agreement for Comprehensive Claims.

**4.7** resulting from asbestos or substances and manufactures which include asbestos;

**4.8** which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser beams;

**4.9** caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from them;

**4.10** from material damage arising

- from the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc);
- from sewage, the formation of sludge, subsidence of property (including a structure erected upon it or a part thereof), landslides, tremors resulting from pile-driving, flooding by standing or flowing bodies of water;
- from field damage caused by grazing animals or game.

**4.11** resulting from exchange, transfer or provision of electronic data, as long as it is

**4.11.1** deletion, suppression, destruction or change of data;

**4.11.2** non-recording or false saving of data;

**4.11.3** disturbance of access to electronic data exchange;

**4.11.4** transmission of confidential data or information;

**4.12** resulting from infringement of right to personality or name;

**4.13** resulting from hostility, harassment, disturbance, unequal treatment or other discrimination;

**4.14** for bodily harm arising from the transmission of an illness suffered by the insured person.

The same applies for material damage and pecuniary losses resulting from such, arising from illness of animals kept or sold by the insured person.

In both cases, cover exists if the insured person proves that he/she has neither acted with deliberate intent nor negligently.

## **5 What must be done if an insured event occurs? (Obligations)**

Should an insured event occur, you - or the insured person - will bear the following obligations, in addition to those in Clause 4 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions:

### **5.1 Notification**

**5.1.1** We must be informed of every insured event immediately, even if a claim has not yet been made.

**5.1.2** Should the claimant assert a claim against the insured person or a public prosecution, public authority or court proceedings be launched, default summons be issued or a dispute is announced against the insured person in court, you or the insured person must notify us immediately.

### **5.2 Default summons / orders**

You must lodge an appeal or have recourse to law in good time against default summons or orders from administrative authorities to pay compensation, without awaiting instructions from us.

## **5.3 Conduct of litigation**

Should the liability claim entail litigation, the insured person must allow it to be conducted by us. We will instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer appointed or designated by us power of attorney and provide all information and documents required.

## **5.4 Authorisation**

**5.4.1** We are deemed to be authorised to make any declarations which appear suitable in the name of the insured person in order to settle or dispute the claim.

**5.4.2** Should the insured person be accorded the right to suspend or reduce any pension payable due to a change in circumstances, this person is obliged to allow us to exercise this right in their name.

## **5.5 Consequences of breach of obligation**

Please refer to Clause 5 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions for the consequences of breaches of obligation.

# Part 4

## Conditions for Overseas Accident Insurance

### (ACE / Dr. Walter – Academic Exchange Accident Insurance Conditions)

The ACE / Dr. Walter – Academic Exchange Accident Insurance Conditions only apply in conjunction with the ACE / Dr. Walter – Academic Exchange General Insurance Conditions.

## Scope of Insurance

<p><b>1 What is insured?</b></p> <p><b>1.1</b> We offer insurance protection for accidents which occur to the insured person during the valid period of the contract.</p> <p><b>1.2</b> The insurance protection</p> <ul style="list-style-type: none"> <li>- encompasses accidents in the insured foreign countries</li> <li>- is valid around the clock</li> <li>- covers all occupational and non-occupational accidents for the duration of the residence or stay abroad according to Clauses 1 and 3 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions.</li> </ul> <p><b>1.3</b> An accident occurs if the insured involuntarily suffers a sudden impairment of health which is due to an external event (accident event) affecting his body.</p> <p><b>1.4</b> An accident also occurs if, due to increased physical efforts in the area of the limbs or spine</p> <ul style="list-style-type: none"> <li>- a joint is dislocated, or</li> <li>- muscles, tendons, ligaments or capsules are strained or torn.</li> </ul> <p><b>1.5</b> We refer to the provisions concerning the limitations of benefits (Clause 3 below), non-insurable occupations (Clause 6.4 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions) and the exclusions (Clause 4 below). These limitations apply to all types of benefits.</p>	<p><b>2 What type of benefits are insured?</b></p> <p>The type of benefits insured are described in the following.</p> <p>The insured amounts which you have agreed to with us are contained in the insurance certificate.</p> <p><b>2.1 Disability Benefit</b></p> <p><b>2.1.1 Prerequisites for the benefits:</b></p> <p><b>2.1.1.1</b> The insured person suffers permanent impairment of their physical or mental capacities (disability) as the result of an accident.</p> <p>An impairment is permanent if it is likely to exist for more than three years and no change to the person's condition is envisaged.</p> <p>The disability:</p> <ul style="list-style-type: none"> <li>- occurred within a year of the accident; and</li> <li>- was identified by a doctor in writing within fifteen months of the accident and has been claimed for by you by submitting a medical certificate to us.</li> </ul> <p><b>2.1.1.2</b> No claim for disability benefits exists if the insured dies within one year after the accident due to causes from the accident.</p> <p><b>2.1.2 Type and amount of the benefits:</b></p> <p><b>2.1.2.1</b> We will pay the disability benefits as a capital sum amounting to the agreed sum insured.</p> <p><b>2.1.2.2</b> The basis for the calculation of the benefits is the insured amount and the degree of disability due to the accident.</p>
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2.1.2.2.1 In the event of loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disability shall apply exclusively:

Arm	70%
Arm up to above the elbow joint	65%
Arm below the elbow joint	60%
Hand	55%
Thumb	20%
Index finger	10%
Other finger	5%
Leg	
Above the middle of the thigh	70%
Up to the middle of the thigh	60%
Up to below the knee	50%
Up to the middle of the lower leg	45%
Foot	40%
Big toe	5%
Other toe	2%
Eye	50%
If however the vision of the other eye was lost before the accident	100%
Hearing in one ear	30%
If however the hearing in the other ear was lost before the accident	100%
Hearing in both ears	100%
Sense of smell	10%
Sense of taste	5%
Voice	100%

For partial loss or the impairment of the function, the corresponding portion of the particular percentage applies.

2.1.2.2.2 For other parts of the body and sensory organs, the degree of disability is measured according to the degree to which the normal physical or mental capacities are impaired as a whole. In determining this, only medical aspects are to be considered.

2.1.2.2.3 If parts of the body or sensory organs or their functions were already permanently impaired before the accident, the degree of disability is reduced by the degree of the disability before the accident. This shall be determined according to Clause 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 If several parts of the body or sensory organs are impaired by the accident, then the degrees of disability determined according to the above provisions shall be added together. However, more than one hundred percent shall not be considered.

2.1.2.3 If the insured person dies

- due to non-accident related causes within one year after the accident or
- regardless of the cause later than one year after the accident

and a claim for disability benefits existed, then we will provide benefits according to the degree of disability which could have been expected based on medical evidence.

## 2.2 Death Benefit

### 2.2.1 Prerequisites for the benefits:

The insured died within one year due to the accident.

We refer to the special obligations in accordance with Clause 5.1.3 below.

### 2.2.2 Amount of benefits

The death benefits will be paid according to the agreed sum insured.

## 3 What effect do illnesses or infirmities have?

As an accident insurer, we provide benefits for the consequences of accidents. If illnesses or infirmities have contributed to the impairment of health or its consequences and this impairment was due to an accident, then the benefits will be reduced according to the share of the illness or the infirmity, and this reduction shall apply

- to the percentage of the disability in the case of disability, and,
- the benefit in the case of death.

If, however, the portion contributed is less than 25 percent, then no reduction is applied.

## 4 In which cases is insurance cover excluded?

In addition to the exclusions specified in Clause 6 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, no cover exists for:

### 4.1 No insurance cover exists in case of the following accidents:

4.1.1 Accidents of the insured due to mental derangement, disturbances of consciousness, -also if based on drunkenness -, strokes, epileptic fits or other convulsive seizures, which affect the entire body of the insured person.

However, insurance protection exists if these disturbances or seizures were caused by an accident event which is covered by this contract.

4.1.2 Accidents which are directly or indirectly caused by war or civil war events.

However, insurance cover will exist if the insured person is surprised by acts of war or civil war while travelling abroad.

Such insurance cover will expire at the end of the seventh day following the outbreak of a war or civil war in the territory of the state in which the insured person is staying. This deadline will be extended to 14 days if the insured person can show that he did everything in his power to leave the state within seven days but that he did not manage to do so.

The extension does not apply to travel to or through states on the territory of which war or civil war is already being waged. Neither will it apply to active participation in war or civil war or for accidents caused by NBC weapons and in connection with any war or hostilities between China, Germany, France, Great Britain, Japan, Russia or the USA.

- 4.1.3** Accidents which occurred to the insured person
- as the pilot of an aircraft, including as the pilot of an aerial sport device (i.e. parachuting, paragliding), if according to German law they require a permit for this;
  - as another member of the crew of an aircraft;
  - during an occupational activity requiring the assistance of an aircraft;
  - during the use of space vehicles.

- 4.1.4** Accidents which occur to the insured person when participating as a driver, passenger or occupant of a motor vehicle in driving events including the associated training driving, when the goal of such events is the attainment of maximum speeds.

**4.2 In addition, the following impairments are excluded:**

- 4.2.1** Injury to inter-vertebral disks and bleeding from internal organs and cerebral haemorrhages.
- However, insurance protection does exist if an accident event covered by this contract according to Clause 1.3 is the predominant cause.
- 4.2.2** Impairments to health from radiation.
- 4.2.3** Impairments to health from therapeutic measures or operations on the body of the insured.
- However, insurance protection does exist
- if the therapeutic measures or operations, including radio-diagnostic and therapeutic measures and operations, are required due an accident, which is covered by this contract;
  - for violent acts by a third party.
- 4.2.4** Infections.
- 4.2.4.1** These are also excluded if they were caused
- by insect stings or bites or
  - by other minor injuries to the skin or mucous membrane
- through which the pathogen either immediately or later enters the body.

- 4.2.4.2** However, insurance protection exists for
- rabies and tetanus as well as for
  - infections caused by pathogens which entered the body due to accident injuries, which are not excluded according to Clause 4.2.4.1.

- 4.2.4.3** For infections which were caused by therapeutic measures or operations, Clause 4.2.3, sentence 2, applies accordingly.

- 4.2.5** Poisoning as the result of taking solid or liquid materials through the throat.

- 4.2.6** Pathological disorders as the result of psychic reactions, even if these were caused by an accident.

- 4.2.7** Abdominal or lower abdominal hernias.
- However, insurance cover exists if these occurred due to a violent external effect which is covered by this contract.

## The insured event

### 5 What must be done after an accident (obligations)?

- 5.1** In addition to the obligations specified in Clause 4 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions, the following obligations also exist:

- 5.1.1** After an accident which will probably result in the duty of performance, you or the insured person must promptly

- seek the advice of a doctor,
- follow his directions and
- notify us.

- 5.1.2** If we commission a doctor to conduct an examination, then the insured must allow the doctor to examine him. We will bear the required costs, including any loss of earnings due to such an examination.

- 5.1.3** If death results from the accident, then we are to be notified within 48 hours, even if we were already notified of the accident.

We shall be given the right to have an autopsy conducted by a doctor whom we have commissioned to do this, if necessary.

### 6 Consequences of breaches of obligation

Please refer to Clause 5 of the ACE / Dr. Walter – Academic Exchange General Insurance Conditions for the consequences of breach of obligation.

### 7 When are the benefits due?

- 7.1** We are obliged to state in writing within one month – for a disability claim within three months – if and for what amount we admit a claim. The time-limits start with the receipt of the following documents:

- Evidence of the accident events and the consequences of the accident;
- For a disability claim additional evidence concerning the conclusion of the therapy if

this is necessary for the assessment of the disability.

We bear the medical fees which you incurred to establish the basis for a right to benefits.

**7.2** If we accept the claim or if we have reached an agreement with you on the reason and the amount, we will provide the benefits within two weeks.

**7.3** If initially only the reason for the obligation to indemnify has been established, then we shall – at your request – provide appropriate advances.

Before the conclusion of the therapy process, disability benefits within one year after the accident may only be claimed up to the

amount of the death amount specified in the contract.

**7.4** Both you and we are entitled to have the degree of the disability medically re-examined annually for up to three years after the accident.

This right must exercised

- by us along with our statement about our duty to indemnify according to Clause 7.1;
- by you no later than three months before the expiration of the time limit.

If the final assessment of the degree of disability results in higher benefits than we have provided, then annual interest of 5% will be paid on the additional amount.