

CHUBB®

# Conditions of Insurance

BBVA Germany

Standard Travel Insurance

Version October 2025

# Conditions of Insurance

## BBVA Germany Travel Insurance

### Version October 2025

This English translation may be used for information purposes only. The German wording prevails in case of litigation. For the German wording please go to page 32.

## Introduction

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This insurance policy provides coverage for the duration you selected when purchasing through BBVA.

**As you can chose different insurance options, please refer to your certificate of insurance for your specific benefits and insured sums.**

## Privacy Notice

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We use personal information which you supply to us in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our Master Privacy Policy, available here <https://www2.chubb.com/de-de/datenschutz.aspx>. You can ask us for a copy of the Privacy Policy at any time, by contacting us at <mailto:dataprotectionoffice.europe@chubb.com>.

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# Glossary

## **Abroad:**

Abroad refers to anywhere outside the country in which you have your customary place of abode.

## **Business equipment:**

Business equipment includes radios, photo and video cameras, music and film players, mobile phones (including smartphones) and IT equipment such as computers (including laptops and tablets).

## **Costs for changing the booking:**

These are any costs that your operator / contractual partner requests because you change your booking in terms of the destination or the date of the journey.

## **Doctor:**

Is a medically trained person, licensed under the laws of the relevant country, who is engaged in the prevention, detection, treatment and follow-up of diseases, illnesses or health impairments.

We will not accept as a doctor for purposes of these policy conditions if the treating doctor:

- is an insured person, or
- is a relative of the insured person making the claim,

unless approved by us.

## **Employment relationship:**

Employment relationship refers to a work relationship regulated by an employment contract between employer and employee that is subject to social security obligations. The insurance cover includes employment contracts subject to social security obligations. These contracts must be valid for a term of at least one year.

## **Foreign office:**

The foreign office publishes a wide range of information on all countries in the world, e.g. travel and security advice and travel warnings.

The contact details are:

Postal address: Kurstraße 36, 10117 Berlin

Telephone: +49 30 5000 0 (24-hour service)

Fax: +49 30 1817 5100 0

Web address: [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de)

## **Journey:**

A journey is a holiday or business trip.

## **Medical necessity:**

Treatments, diagnostic procedures and medication are only insured if they fulfil all of the following conditions:

1. They serve a diagnostic, curative and / or palliative purpose.
2. They are recognised by traditional medical science and appropriate.
3. The medical diagnosis and / or the prescribed treatment must comply with generally accepted medical procedures.

Treatments that are not medically necessary particularly include those that you undergo against medical advice.

Medical services, treatments, medication and aids must be medically necessary and appropriate. This is the case if all following points are met:

4. They are necessary in order to diagnose or treat your condition, illness or injury.
5. The symptoms, diagnosis and treatment are consistent with the underlying illness.
6. They are an appropriate type and level of medical treatment.
7. They are provided over the course of a reasonable period of time.

## **Natural forces:**

Natural forces are: explosion, storm, hail, lightning strike, flood, high water, avalanche, volcano eruptions, earthquakes, landslides.

## **Official interventions:**

Official interventions include measures taken by state authorities, e.g. confiscation of exotic souvenirs by customs or refusal of entry due to a lack of mandatory travel documents.

**Pandemic:**

A pandemic exists if an infectious disease breaks out across a large area of a continent or several continents. The World Health Organisation must confirm this.

**Persons at risk:**

Persons at risk are your relatives and the relatives of your life partner.

**Policyholder:**

The Policyholder is the person who has concluded an insurance contract with us.

**Public transport:**

Public transport includes all air, land and sea vehicles licensed for transporting passengers. Public transport does not include: means of transport operating sightseeing trips, hire cars, taxis, cruise ships.

**Relatives:**

Relatives are deemed to be:

8. your spouse or life partner, your cohabiting partner
9. your children, parents, adoptive children, adoptive parents, foster children, foster parents, stepchildren, step-parents, grandparents, siblings, grandchildren, parents-in-law, children-in-law

**Replacement value:**

The replacement value is the amount which is generally required to purchase new property of the same type and quality. We deduct an appropriate amount from this for the condition of the property (age, wear and tear, use etc.).

**Round Trip (outward and return trip):**

Is a journey that commences upon leaving your home including any stopovers on your outward and return journey to your destination and ends upon your return to your place of residence subject to a maximum duration of 31 days.

**Routine examinations:**

Routine examinations are medical examinations that are performed regularly. They are carried out in order to determine the patient's state of health, e.g. measuring blood sugar for diabetes.

These do not form part of any treatment.

**Sports equipment:**

Sports equipment includes all items that you need to practise a sport including any accessories.

**Without delay:**

Without any undue delay.

# Part I. General Conditions of Insurance for Travel Insurance (GCIT)

The GCIT apply in addition to all other Special Conditions of Insurance listed below which form the basis of the insurance contract.

## 1. Who is an insured person?

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You are an insured person if you are specifically named in the certificate of insurance or if you belong to the group of persons defined therein. You are aged up to 74 years inclusive and you are a permanent resident of Germany.

## 2. Who can be a Policyholder?

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A Policyholder can be anyone who has their permanent abode in Germany and is aged from 18 years to 74 years inclusive at the date of purchase of the policy.

## 3. What journeys are covered?

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You have insurance cover purchased for your journey via BBVA and specified in the certificate of insurance.

## 4. When does the insurance cover commence and end?

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- 4.1 Your insurance cover for travel insurance commences upon the agreed commencement date subject to this being no earlier than the commencement of your journey. Your insurance cover ends upon the agreed date subject to this being no later than when your journey has ended.
- 4.2 If your journey cannot end as planned, your insurance cover for travel insurance shall extend beyond the agreed date as follows:
  - 1.2.1 up to 14 days if it can be proven that a means of public transport was cancelled or could not be used (e.g. due to weather conditions) and you did not have any alternative means of transport.
  - 1.3.1 up to 31 days:
    - if you are unable to undertake a return journey for medical reasons as a result of an accident, illness or quarantine
    - if you are unable to undertake a return journey as a result of an accident, illness or quarantine of any other insured person named in the policy
  - 1.3.2 our written agreement is required for a period of more than 31 days.

## 5. What are the maximum durations of journeys we insure?

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- 5.1 We only insure your journey if it is planned for a maximum of 31 calendar days. The first calendar day is deemed to be the date on which you arrive at the destination. The last calendar day is deemed to be the date on which you arrive at your home. You may also not change your customary place of abode.
- 5.2 You must prove that these conditions are met at our request. If they are not met, the insurance contract shall not be concluded irrespective of whether any premium payments have been made.

## 6. What must you observe when paying the premium?

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- 6.1 Notwithstanding § 33 (1) of the German Insurance Contract Act (VVG), the one-off premium is payable immediately following the conclusion of the insurance contract. This must be paid upon receipt of the certificate of insurance.
- 6.2 If a one-off premium is not paid on time, we are entitled, as long as payment is not affected, to rescind the contract unless the Policyholder is not responsible for the non-payment.
- 6.3 If a one-off premium has not been paid at the time of the occurrence of an insured event, we shall not provide benefit. This does not apply if the Policyholder is not responsible for the non-payment. We shall only be released from liability if we had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

6.4 The following applies for direct debit payments: Payment shall be on time if we are able to collect the premium on the due date from the reported bank account and the account holder does not oppose an authorised collection. If we are unable to collect the premium for reasons that are not the Policyholder's fault, payment shall be deemed to be on time if it is affected without delay following a written or electronic demand for payment.

## 7. Amount of the insured sum

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The amount of the respective insured sum is specified in your certificate of insurance.

## 8. When is there no insurance cover?

---

There is no insurance cover in the following cases:

- 8.1 You have no insurance cover for losses caused as a result of strike of other industrial action, pandemics, nuclear energy or other ionising radiation, seizure and other official interventions, for consequences of accidents or illnesses caused by the use of chemical, biological, radiological and nuclear weapons.
- 8.2 You do not have insurance cover for travel to areas for which the Federal Foreign Office of the Federal Republic of Germany has issued a travel warning at the time of commencement of the trip. If you are not sure whether there is a travel warning for your destination, please check the website of the Federal Foreign Office at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de).
- 8.3 As the insurer, we shall not provide any insurance cover and shall not be obliged to pay any indemnity or insurance benefits under this contract if such insurance cover, indemnity payment or benefit would expose us or our parent or holding company to a sanction, prohibition or restriction in accordance with UN-resolutions or trade or financial sanctions, statutes or regulations by the EU, the United Kingdom, Germany or the USA.
- 8.4 You do not have insurance cover for journeys you take to undergo medical, dental or cosmetic treatment.
- 8.5 You are not covered for journeys you undertake when you are already in the final stages of an incurable disease that is likely to result in your death.
- 8.6 No insurance cover is provided for trips that you undertake against medical advice.
- 8.7 Losses incurred in connection with a professional manual activity during the journey.
- 8.8 Losses incurred by persons travelling alone who have not yet attained the age of 18 years.
- 8.9 Losses that had already occurred or should have been known at the time the insurance was concluded or the journey was booked.
- 8.10 Losses that were intentionally caused by you or other insured persons.
- 8.11 Losses that you or the other insured persons have caused as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence.
- 8.12 Losses that have been caused either directly or indirectly by acts of war or civil war.
- 8.13 Losses in relation to which the external loss adjuster such as e.g. a doctor is a direct beneficiary or is related to you or the other insured person by blood or marriage.
- 8.14 Losses that are incurred under the direct influence of drugs, medication, narcotics or medicinal products.
- 8.15 Suicide.
- 8.16 Losses that occur during active participation in:
  - competitions, races and rallies or training for such races with motor vehicles or boats
  - competitions and training as a professional sportsperson or in connection with an extreme sport e.g. skydiving, high mountain tours
- 8.17 Losses incurred as the pilot of an aircraft (including the pilot of aerial sports equipment) provided that he requires a permit for this according to German law and also as another member of the crew of an aircraft.
- 8.18 Losses caused by nuclear radiation.
- 8.19 Losses as a result of the insolvency of a travel agent or transport operating company (e.g. airline company), hotel or excursion provider.
- 8.20 Losses incurred as a result of failing to take prescribed medication.
- 8.21 Tropical diseases, if the Robert-Koch-Institut ([www.rki.de](http://www.rki.de)) had recommended a vaccination before the commencement of the journey but the insured person did not have such vaccination.
- 8.22 Cruise trips.

8.23 Participation in or practice of any sport or activity unless it is shown as covered in the Scope of the Insurance section.

8.24 Any expenses which are recoverable (whether successful or not) by an insured person from:

- a. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation, or
- b. any compensation scheme

These exclusions apply in addition to the exclusions specified in the respective Special Section.

## 9. What are your obligations after the occurrence of an insured event?

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9.1 You must:

- avoid anything that could lead to unnecessary costs (duty to mitigate loss)
- report the loss without delay
- describe the insured event and the consequences in a truthful manner
- complete the claim form sent to you in a truthful manner
- allow any reasonable investigation into the cause and amount of the loss and into the extent of our duty to provide benefit
- follow our instructions
- provide any relevant information in a truthful manner
- inform us of the existence of other insurance policies providing cover for the insured event in question and of claims made and indemnity payments received under such insurance. You must also inform us of any third parties' obligations to provide compensation.

9.2 You must submit original documents as evidence and, if necessary, release the treating doctors from their duty of confidentiality. You are only obliged to release doctors from their duty of confidentiality if we need to have knowledge of the respective information in order to assess our duty to provide benefit or the extent of the benefit.

## 10. What are the consequences of breaching obligations?

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10.1 We shall not be under a duty to provide benefit if you intentionally breach one of the above obligations.

10.2 In the event of gross negligence, we are entitled to reduce our benefit in proportion to the severity of the negligence. This shall not apply if you prove that you did not breach the obligation grossly negligently.

10.3 Clauses 10.1 and 10.2 shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in written or electronic form.

10.4 You shall retain your insurance cover if you can establish that the breach of the obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit. However, if you have breached an obligation fraudulently, we shall not be under a duty to provide benefit in any event.

## 11. When will you receive payment?

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11.1 If the legal basis of our duty to provide benefit and the amount of benefit is established, you shall receive payment within 2 weeks.

11.2 We shall reimburse any costs that you have incurred in a foreign currency in euros. We shall use the exchange rate for the day on which we receive the supporting documents.

## 12. What happens if there are any third-party obligations (subsidiarity)?

---

If indemnity can be claimed for an insured event under another insurance contract (e.g. health insurance, statutory social insurance benefits, other insurers or persons), the other contract shall take precedence over this insurance contract.

If you are entitled to claim damages from a third party, then this claim shall be transferred to us if we compensate the loss. Such transfer cannot be exercised to your detriment.

You must protect your claim for compensation 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 enforcement 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. In the event of a grossly negligent breach of the obligation, 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 with the policyholder.

If the claim for compensation is made against someone with whom the insured person lives in a joint household at the time the loss occurs, then the claim may only be transferred to us if this person caused the loss deliberately.

### 13. What amount must you bear yourself? (Excess)

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Various excesses may be agreed for individual benefits. These excesses are specified in your certificate of insurance. This does not apply if you purchased excess waiver add-on.

### 14. What limitation periods must you observe?

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14.1 Your claims arising from the insurance contract become time-barred within three years. Limitation commences at the end of the year in which the claim arose and the you gained knowledge or should have gained knowledge of such claim.

14.2 If you have notified us of the claim, the limitation period shall be suspended until such time as you have received our decision.

### 15. What must you observe when submitting declarations of intent?

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15.1 Notices and declarations of intent must be made in written or electronic form unless expressly agreed to the contrary. This applies for the Policyholder and for us.

15.2 All notices and declarations intended for us should be sent to our main office / headquarters.

15.3 You must inform us of any changes to your address. If you fail to notify us of a change of address, sending a registered letter to your last known address will suffice for the purposes of a declaration of intent to be made to you. The declaration shall be deemed to have been delivered three days after the letter is sent. The same applies in the event that you change your name.

### 16. What does the pre-contractual duty of disclosure entail?

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#### 16.1 Completeness and accuracy of statements on circumstances relevant to risk

By the time you submit your policy declaration, you are obliged to notify us of all facts material to any risk known to you which we have requested from you in written or electronic form and which are relevant to our decision to conclude the contract with the agreed content. You also have a duty of disclosure if we send you questions within the sense of the preceding sentence in written or electronic form following your policy declaration but before our policy acceptance.

If any other person is to be insured, then such other person shall also be responsible for the truthful and complete disclosure of such facts material to any risk and for answering the questions put to him.

If the contract is concluded by your authorised agent and if such authorised agent has knowledge of any such fact material to risk, you shall be deemed to have had personal knowledge of such fact material to risk or to have fraudulently concealed it.

#### 16.2 Rescission

##### 16.2.1 Conditions for and exercise of rescission

We shall be entitled to rescind the contract if you breach your duty of disclosure pursuant to Clause 16.1. This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

We must exercise our right of rescission in writing within one month. In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first have knowledge of the breach of the duty of disclosure establishing our right of rescission.

Rescission shall take place by sending a declaration to you.

##### 16.2.2 Exclusion of the right of rescission

We shall have no right of rescission if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

The same applies if you establish that you or your authorised agent did not make the incorrect or incomplete statements deliberately or grossly negligently.

We shall have no right of rescission for any grossly negligent breach of the duty of disclosure if you establish that we would still have concluded the contract even if we had been aware of the undisclosed facts, albeit under different terms.

#### 16.2.3 Consequences of rescission

There shall be no insurance cover in the event of rescission.

If we rescind the contract following the occurrence of the insured event, we cannot refuse to provide cover if you can establish that the incompletely or inaccurately disclosed fact did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit.

However, there will be no insurance cover even in this case if you have breached the duty of disclosure fraudulently.

We shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the rescission takes effect.

#### 16.3 Notice of termination or retroactive policy adjustment

- 16.3.1 If we have no right of rescission because any breach of the duty of disclosure by you was done neither deliberately nor grossly negligently then, unless you were not responsible for the breach of the duty of disclosure, we may terminate the insurance contract by giving one month's notice in written or electronic form.

This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first had knowledge of the breach of your duty of disclosure.

We may not exercise our right to terminate the contract for breach of the duty of disclosure if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

The right to terminate the contract is also excluded if you establish that we would still have concluded the contract even if we had been aware of the undisclosed circumstances, albeit under different terms.

- 16.3.2 Where we are unable to rescind or terminate the contract due to the fact that we would still have concluded the contract under different terms even if we had been aware of the undisclosed facts, these different terms shall at our request form an integral part of the contract with retroactive effect. If you are not responsible for the breach of duty, such different terms shall form an integral part of the contract with effect from the current insurance period.

This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

We must implement the policy adjustment in writing within one month. In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first had knowledge of the breach of the duty of disclosure establishing our right to adjust the policy.

We may not implement a policy adjustment if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

If as a result of the policy adjustment the premium increases by more than 10 % or if we exclude coverage of the risk relating to the undisclosed fact, you may terminate the contract without notice in written or electronic form within one month of receipt of our communication.

#### 16.4 Avoidance

Our right to avoid the contract due to fraudulent misrepresentation remains unaffected. In the event of avoidance, we shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the declaration of avoidance takes effect.

# Special Conditions of Insurance (Parts II - V)

The following Special Conditions of Insurance shall take precedence over the General Conditions of Insurance (Travel General Conditions of Insurance). The special conditions of insurance only apply if the individual risks are listed in the certificate of insurance.

## Part II. Conditions of Insurance for Travel Curtailment, Travel Delay and Missed departure Insurance

### 1. What is insured?

---

- 1.1 We provide indemnity to you or the person(s) travelling with you up to a maximum of the respective insured sum specified in the certificate of insurance in the following cases:
- You curtail your journey (if listed in the certificate of insurance)
  - You are delayed in commencing your journey or your trip is delayed (if listed in the certificate of insurance)
  - You miss your departure (if listed in the certificate of insurance)

Please refer to the clauses below for the conditions for the individual cases.

- 1.2 Notwithstanding clause 8.1 of the General Terms and Conditions of Insurance, insurance cover in accordance with clause 2.1 shall apply if you are diagnosed with Coronavirus Disease 19 (COVID-19) as proven by a positive PCR test and your inability to travel is confirmed by a treating Doctor. This does not apply if the Federal Foreign Office has already issued a travel warning for the destination at the time you booked the journey.

### 2. What events are insured?

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#### 2.1 Curtailment of your journey:

##### 2.1.1 Preconditions for the curtailment due to:

- 2.1.1.1 An unexpected serious illness. An illness is unexpected if it presents for the first time after the insurance policy was concluded.
- 2.1.1.2 An unexpected worsening of an illness that already existed at the time the insurance policy was concluded. It is a precondition that: there had been no treatment in the six months before concluding the insurance policy. Routine examinations are not deemed to be treatment.
- 2.1.1.3 A serious mental illness if this had not been diagnosed by a doctor or psychologist. A mental illness is deemed to be serious if:
- the statutory or private health insurance provider has authorised outpatient psychotherapy treatment, or
  - it is confirmed by way of a certificate from a consultant psychiatrist, or
  - inpatient treatment is received.
- 2.1.1.4 Death.
- 2.1.1.5 Serious accident consequences, if an incapacity to travel is confirmed by a doctor.
- 2.1.1.6 Pregnancy complications if these were not already known at the time the journey was booked.
- 2.1.1.7 A significant loss to property owned by the insured person due to: fire, burst water pipes, natural forces, criminal offence committed by a third party. It is a precondition that: your presence or that of a person at risk who is travelling with you is necessary in order to determine the loss.
- 2.1.1.8 An unexpected termination of your existing employment contract for operational reasons and notification of unemployment with the German Federal Employment Agency.
- 2.1.1.9 An unforeseen court summons which cannot be postponed if the insured person is called as a witness or a juror (but not in a professional or advisory capacity).
- 2.1.1.10 An appointment for donating or receiving organs and tissue within the scope of the German Transplant Act.
- 2.1.1.11 An unexpected serious illness, worsening of an illness, death or pregnancy complications suffered by close family members (parents, siblings, spouse, life partner, children, grandchildren, grandparents, uncle, aunt, nephew, niece) or a travel companion.

#### 2.1.2 Type and amount of benefit if you curtail your journey or have to end your journey other than as scheduled

If you have to curtail your journey or are unable to end your journey as scheduled, we shall reimburse you the additional costs for the return journey. This also includes any proven extra accommodation costs. The additional costs depending on the type and quality of the originally booked and insured return journey up to the amount of the insured sum for curtailment specified in the certificate of insurance are insured.

All of the following conditions must be fulfilled in order for you to receive an insured benefit:

- the insured event affects you or an insured person
- this event was not expected at the time the journey was commenced
- you curtailed the journey or ended it otherwise than as scheduled because this event occurred
- you cannot be expected to carry out or end your journey as scheduled as a result of the event

## 2.2 Travel delay

### 2.2.1. Preconditions for the benefit

The insured person's Trip is delayed as a result of public transport delay, adverse weather conditions, mechanical breakdown or a technical fault occurring in the scheduled public transport on which the insured person is booked to travel. This does not apply if the delay is the result of the strike about which the insured person had knowledge before departure.

### 2.2.2 Type and amount of benefit

2.2.1.1 If the delay lasts for at least 6 hours, we shall provide the amount specified in the certificate of insurance for Travel delay.

2.2.1.2 If the delay lasts for at least 24 hours and you abandon your journey, we shall reimburse you your proven unused travel and accommodation costs up to the amount of the insured sum for abandonment specified in the certificate of insurance. We shall reimburse these in accordance with the type and quality of the originally booked and insured journey and accommodation.

For this, you must:

- have checked in before the scheduled departure time
- comply with the contractual conditions of the travel operator and the airline company
- provide us with written details regarding the reasons for the public transport company's delay

## 2.3 Missed departure

### 2.3.1 Preconditions for the benefit

The insured person is unable to reach the scheduled destination if they arrive too late at the point of departure to board the public transport due to a proven public transport delay or due to a road traffic accident. This does not apply if the delay is the result of a strike of which the insured person was aware before his departure.

### 2.3.2 Type and amount of benefit

We reimburse you the necessary proven additional costs of the outward journey up to the amount specified in the certificate of insurance. We do not reimburse the additional costs if they are reimbursed by other parties, e.g. airline companies. The amount of the insured sum is specified in the certificate of insurance.

## 3. What is not insured?

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We do not provide benefit:

### 3.1 For a psychological reaction:

- to an act of war, civil disturbance, act of terrorism or a plane crash
- to the fear of acts of war, civil disturbances or acts of terrorism

### 3.2 For addictions.

3.3 In the event of insured events that are attributable to a pregnancy within a period of eight weeks before the due date of delivery.

3.4 For cancellation fees, e.g. processing fees for travel cancellation or service fees that your travel agent charges you for cancelling your journey.

3.5 For other processing fees, e.g. processing fees charged by the airline company that are not specified at the time of the booking and that are also insured.

3.6 For fees involved with obtaining a visa.

3.7 For your financial situation as a result of which you must cancel the journey.

3.8 For missing travel documents such as a passport, visa or travel permit.

3.9 For missing information from a travel operator, travel agent, transport company or hotel that is necessary for curtailment.

- 3.10 If the insured person has intentionally caused the insured event.
- 3.11 We shall also not provide benefit under travel curtailment insurance if the insured event was caused as a result of booking a journey to or through a country to which travel has been advised against by the Federal Foreign Office.
- 3.12 Any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts your journey (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people).
- 3.13 Any loss due to Coronavirus Disease 19 (COVID-19) which results in restrictions impacting your journey being introduced or made by any travel or accommodation provider or any government or governmental body.

#### 4. What are your obligations after the occurrence of an insured event?

- 4.1 You must observe the obligations contained in the General Conditions of Insurance.
- 4.2 You are obliged to keep the costs as low as possible. If an insured event occurs, you must curtail your journey as a result without delay, in any event before the date on which the costs increase. Please refer to the General Terms and Conditions of your service provider or the individual contract provisions for the amount of the cancellation costs upon the curtailment of an insured event and when such costs increase.
- 4.3 In order to be able to process your claim, you or, in the event of death, your successor must provide us with the following documents:
- we always require: proof of insurance, booking documents, the completed claim form, evidence of the loss (e.g. invoice for cancellation costs), proof of the travel agency fee
  - in the event of unexpected serious illness, serious injury as a result of an accident, pregnancy complications or immunisation intolerance: A medical certificate including diagnosis and treatment dates
  - in the event of theft or a road traffic accident: A copy of the police report
  - you must prove all further insured events by submitting appropriate documents
- 4.4 In individual cases, we may ask you to provide a certificate relating to your fitness to work, your treatment history (medical records) or a specialist medical certificate. We may also ask you to have your unfitness to travel assessed by a specialist medical report.

#### 5. What are the consequences of breaching obligations?

Please refer to clause 10 of the GCIT for the consequences of failing to observe obligations.

## Part III. Conditions of Insurance for Overseas Travel Health Insurance + Assistance

The Conditions of Insurance for overseas travel health insurance + Assistance apply exclusively in conjunction with the General Conditions of Insurance and the Contractual Information for Travel Insurance.

### 1. What is insured?

---

- 1.1 If you have fallen ill or suffered an accident during your journey, we shall reimburse costs for:
- treatment abroad
  - the return transport of a patient and return transport of baggage
  - accompanying traveller expenses
  - a burial abroad or the transportation charges for returning your body or ashes back to your home country
- 1.2 If you experience a medical emergency during your journey, we provide assistance via our emergency call centre, which is a 24-hour service. Please telephone the emergency call centre for this. The telephone number is specified in your certificate of insurance. The Assistance services are available 24 hours a day, 7 days a week. Assistance must be contacted before any assistance services are organised. Assistance is not a substitute for local first aid in any event. **There shall be no assistance for repatriation or an early return journey unless there has been a previous phone call to Assistance and agreement has been granted.**
- Assistance reserves the unlimited right to decide whether the insured person's medical condition is serious enough to justify medical emergency transport. The Assistance medical authorities are solely authorised to choose the means of transport and location of the hospital stay in the event of repatriation.
- 1.3 Notwithstanding clause 8.1 of the General Conditions of Insurance, travel health insurance provides you with insurance cover for pandemics. This does not apply if the German Federal Foreign Office has already issued a travel warning for the destination at the time you commence the journey.

### 2. What do we reimburse in the event of treatments abroad?

---

- 2.1 Treatment costs and medication: Medically necessary treatments performed or prescribed by doctors are insured.
- 2.2 We refund costs for:
- inpatient treatment in hospital including operations
  - outpatient treatments
  - medication, remedies and dressings
  - medically prescribed aids which become necessary as a consequence of an accident and are used in the treatment of the accident consequences or for restoring fitness to travel
  - analgesic dental treatment including simple fillings (in Germany up to 1.7 times the dental or medical fee schedule (GOZ / GOÄ) and, in the event of damage to dental prostheses, measures for repairing the ability to chew and for the protection and preservation of the remaining dental matter
  - all necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of Chubb Assistance, by any one other person if required on medical advice to accompany you or to escort a child home to Germany
- 2.3 In the event that a treatment or other measure exceeds what is medically necessary, we shall be entitled to reduce our benefit by a reasonable amount. The fees and charges must not exceed the amount that is generally considered to be customary and reasonable in the respective country. Otherwise we may reduce our reimbursement to the rate that is customary for the respective country.

### 3. What happens if you are unfit to travel after the end of the journey?

---

We shall meet the treatment costs up until the date when you are fit to travel.

### 4. What benefits do we provide in the event of return transport as a patient and ambulance transport?

---

- 4.1 We organise your medically advisable and reasonable return transport as a patient with a medically appropriate means of transport. We meet the costs up to a maximum of the amount of the insured sum specified in your certificate of insurance for this. We transport you to your place of residence or to nearest appropriate hospital to your place of residence.
- 4.2 We transport your baggage to your place of residence if you receive return transport as a patient.

- 4.3 We reimburse the costs for your medically necessary ambulance transport to a suitable hospital abroad:
- for inpatient stays
  - for outpatient first aid

## 5. What do we reimburse in the event of death?

---

- 5.1 We meet the funeral costs up to the amount of the insured sum specified in the certificate of insurance.
- 5.2 We transport your baggage to your last place of residence before you commenced the journey.

## 6. What happens if you want advice on medical treatment?

---

If you need medical treatment during your journey, we shall provide you with the names and addresses of registered doctors and hospitals. If necessary, we will arrange an appointment for you for treatment with a doctor or hospital.

## 7. What assistance do we provide for hospital stays?

---

We guarantee to meet the costs for the hospital where you receive treatment up to the insured sum specified in the certificate of insurance. We settle the invoice with the hospital. If we are not under a duty to meet costs, you must reimburse us any costs that we have paid within one month after we have settled the invoice.

## 8. What happens if you are unable to care for children or dependants travelling with you?

---

If you are no longer able to care for minor children or dependants during the journey as a result of illness, injury caused by an accident or death, we shall organise the return journey for the children or dependants and shall meet the additional costs for this. Alternatively, we shall organise for a person close to you to travel to the place where you are staying and back to their place of residence. We meet the costs up to the insured sum specified in the certificate of insurance.

## 9. Are leisure activities and sports covered?

---

You are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during Your Journey, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. You have not been advised by a Doctor against participating in such sport or activity;
2. You wear the recommended/ recognised safety equipment;
3. You follow safety procedures, rules and regulations as specified by the activity organisers/providers;
4. You are not racing or competing in or practising for speed or time trials of any kind; and
5. It is not the main reason for Your Journey.

### **Important Note**

**If a leisure activity or sport is not listed, then we will not provide cover under the Policy.**

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket

- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and **You** travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) German motorcycle licence if You are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing or yachting (only on inland waters or coastal waters within a 12-mile limit from land)
- Scuba diving (to a depth not exceeding 18m and provided that You are either accompanied by a qualified instructor, or You are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Tug of war
- Volleyball
- Water polo
- Water skiing
- Wind surfing

## 10. What is not insured?

---

The following are not insured:

- treatments that were a reason for the journey
- treatments for illnesses that had already been diagnosed by a doctor before the insurance policy was concluded. However, the unexpected worsening of illnesses that already existed at the time the insurance policy was concluded is insured. It is a precondition that: No treatment occurred in the 12 months before concluding the insurance policy.
- treatments if you should have known before the commencement of the journey that you would have to undergo such treatment during the journey, e.g. dialysis
- examinations and medical treatment due to pregnancy as well as childbirth and termination of pregnancy unless these become necessary as a result of an unforeseen acute worsening of the health of the mother or of the unborn child
- purchasing and repairing optical aids and hearing aids
- illnesses and injuries deliberately caused by you and the consequences of such illnesses and injuries
- treatment for alcoholism, drug addiction and other addictions including withdrawal and detoxification treatments
- acupuncture, fango and massages
- necessary nursing care and custody
- psychoanalytical and psychotherapeutic treatment and hypnosis
- treatment by spouses, life partners, parents or children. Proven material expenses shall be reimbursed
- cosmetic operations
- treatment costs in Germany
- treatments that can be carried out after your return according to medical opinion
- treatments that are not medically necessary or that are not directly causally related to the injury or illness
- additional costs for a private room for inpatient treatment

## 11. What are your obligations after the occurrence of an insured event?

---

11.1 You must observe the obligations specified in the General Conditions of Insurance.

11.2 You or, in the event of death, your successor must make contact with our emergency call centre without delay:

- before the commencement of any inpatient treatment
- before any return transport as a patient
- before funerals abroad if children or dependants travelling with you can no longer be cared for

11.3 You are obliged to submit original or duplicate invoices with proof of reimbursement from another service provider.

## 12. What are the consequences of breaching obligations?

---

Please refer to clause 10 of the GCIT for the consequences of failing to observe obligations.

## Part IV. Conditions of Insurance for Baggage Insurance abroad

The Conditions of Insurance for baggage insurance apply exclusively in conjunction with the General Conditions of Insurance and the Contractual Information for Travel Insurance.

### 1. What is insured?

---

Your baggage is insured. Baggage includes:

1. your personal travel necessities
2. sports equipment
3. presents
4. souvenirs
5. cash if this is carried with you or is left in a safe or a safe deposit box
6. loss of cash or driving licence

### 2. When does insurance cover exist?

---

- 2.1 We provide indemnity if your accompanied baggage is lost or damaged during a journey as a result of:
  - a criminal offence committed by a third party
  - an accident involving the means of transport
  - a fire or natural forces
- 2.2 We provide indemnity if your checked-in baggage is lost or damaged.  
It is a precondition that: The baggage is in the safekeeping of:
  - a transport company
  - an accommodation company
  - a left baggage office

### 3. How much indemnity do we provide?

---

Our provision of indemnity is limited to the agreed insured sums for each insured event. This also applies if the insurance cover extends to several objects for which indemnity is payable.

We reimburse the following value:

In an insured event we reimburse the following benefit limits per item subject to a maximum of the insured sum specified in the certificate of insurance:

1. For lost or destroyed property: the replacement value.
2. For damaged property: necessary repair costs and, if appropriate, any permanent depreciation. You shall receive a maximum of the replacement value.
3. For films, image carriers, sound carriers and data carriers: the material value.
4. For official identity documents and visas: the official fees for replacement documents but not new original documents. It is a condition that the identity documents were still valid for at least two years at the time of loss or damage.

### 4. What is insured if your baggage is delayed?

---

If your checked in baggage is delayed in being transported and arrives at the destination more than 6 hours after you, we shall reimburse you any expenses for purchasing replacements up to the amount of the insured sum specified in the certificate of insurance. The purchase of replacement items that are necessary in order to continue your journey is insured.

This extension does not apply to the delayed delivery of baggage on the return trip.

### 5. What is not insured or insured with restrictions?

---

5.1 The following are not insured:

- losses caused by forgetting property, leaving items lying or hanging, abandonment, loss
- glasses, contact lenses, hearing aids and prostheses
- money, securities, tickets and documents of any kind with the exception of official identity documents, driving licences and visas
- consequential pecuniary losses

- losses incurred as a result of you intentionally causing the insured event. If you have caused the insured event grossly negligently, we are entitled to reduce our benefit in proportion to the severity of the negligence. This shall not apply if you prove that you did not cause the insured event grossly negligently.

5.2 The following are insured with restrictions:

- cameras and other photographic equipment, telescopes and binoculars, audio / video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions and other similar audio and video equipment); mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals), software including accessories. These are insured as accompanied baggage as stated in the table of benefits under valuables. If the baggage is checked-in, there shall be no insurance cover.
- jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals. These are only insured if they are locked in a fixed and closed container (e.g. a safe). They are also insured if they are carried securely in the insured person's personal safekeeping. We provide benefit up to the amount shown in your certificate of insurance under valuables
- sports equipment including accessories. These are not insured if they are used as intended. In all other cases, they are insured up to the amount shown in your certificate of insurance.

5.3 Baggage is insured in parked vehicles during the journey. It is a precondition that:

- the baggage is stolen from a securely enclosed interior or boot secured by lock or from a locked roof box that has been mounted on the motor vehicle;
- the loss must occur between the hours of 06.00 and 22.00. Insurance cover exists at any time during breaks in a journey that last no longer than two hours.

## 6. What are your obligations after the occurrence of an insured event?

---

- 6.1 You must observe the obligations contained in the General Conditions of Insurance.
- 6.2 You are obliged to provide us with proof of insurance and booking documents for the journey.
- 6.3 You must report losses caused by criminal offences to the responsible local police station without delay. If this is not possible, the report must be made to the closest accessible police station. You must attach to the report a list of all items that have been lost. Please certify this. You must also provide us with a certificate regarding this.
- 6.4 You are obliged to report losses to checked-in baggage to one of the following without delay:
  - a. the transport company
  - b. the accommodation company
  - c. the left baggage office
- 6.5 You must report any damage that is not externally visible to such authorities as soon as you have discovered it. You must do this within the respective claim period subject to this being within seven days of your baggage being delivered. You must submit appropriate statements to us about this.
- 6.6 You are under a duty to have the delay to your baggage confirmed by the transport company. You must also provide us with a statement regarding this. You must provide receipts to us to as evidence of replacement purchases.

## 7. What are the consequences of breaching obligations?

---

Please refer to clause 10 of the GCIT for the consequences of failing to observe obligations.

# Part V. Conditions of Insurance for Private Liability Insurance abroad

The Conditions of Insurance for private liability insurance apply exclusively in conjunction with the General Conditions of Insurance and the Contractual Information for Travel Insurance.

## 1. What is insured?

---

Insurance cover exists in the event that a claim for compensation is made against the insured person by a third party under private law statutory liability provisions because of a loss event occurring during the validity of the insurance contract which results in:

1. the death, injury or damage to health of persons (personal injury); or
2. results in the damage or destruction of property (property damage)

## 2. What is covered?

---

### 2.1 Insured risks

Within the scope of the following provisions, the insurance cover extends to the statutory liability of the insured person as a private individual arising from the risks of everyday life on the insured journey.

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 relating to the participation in sport with the exception of the exclusions contained at clause 4.2
- 2.1.4 relating to the legitimate private possession and use of cutting and thrusting weapons, firearms, munitions and projectiles, but not for the purposes of hunting or criminal offences
- 2.1.5 as a rider when using horses belonging to third parties 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 or carer of 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 long-term tenant, leaseholder, etc.) of apartments, hotel or boarding house rooms and residential houses

### 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), responsible work in any kind of association or an unusual or dangerous occupation are excluded.

#### 2.2.2 Motor vehicles, aircraft and watercraft

2.2.2.1 The liability of the owner, possessor, keeper or operator of a motor vehicle, aircraft or watercraft for losses caused by the use of such vehicle is not insured.

2.2.2.2 However, insurance cover exists for liability for losses caused by 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. What benefits are provided up to what amount?

---

### 3.1 Type of benefits

The insurance cover includes:

#### 3.1.1 investigating liability

#### 3.1.2 defending unfounded claims for damages

#### 3.1.3 indemnifying the Policyholder 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. We shall only be bound by admissions made

and settlements reached by the insured person without our consent if there would have been a claim even without such admission or settlement.

If the insured person is found to be 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 as desired or approved by us for the insured person in a criminal prosecution due to an insured event which may result in a liability claim for which insurance cover exists.
  - 3.1.5 The provision of a security or bond for the insured person if the insured person has a statutory obligation to provide security for an annuity owing as the result of an insured event, or if the enforcement of a court ruling against the insured person can be prevented by providing a security or a bond.
  - 3.1.6 The 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. The costs of the litigation shall be met by us.
  - 3.1.7 If legal advice is necessary, we shall provide you with names and addresses of local lawyers. We shall also provide you with contact details for the relevant local embassy upon request.
- 3.2 Amount of benefits
- 3.2.1 Maximum limit per loss event
    - 3.2.1.1 Our provision of indemnity is limited to the agreed insured sums for each insured event. This also applies if the insurance cover extends to several parties liable to pay compensation. Several losses arising at the same time and from the same cause are treated as one loss event. The total amount of benefit for all insured events in one insurance year is limited to twice the agreed insured sum.
    - 3.2.1.2 The expenditure for costs in accordance with Part VII, clause 3.1.6 shall not be deducted from the insured sum as benefits unless the litigation takes place in the United States of America (USA) or Canada. If the justified liability claims arising from an insured event exceed the insured sum, we shall meet the court costs in the ratio of the insured sum to the total amount of such claims. In such cases, we are entitled to discharge ourselves from providing further benefits by paying the insured sum and a portion of the hitherto incurred costs corresponding to the insured amount.
    - 3.2.1.3 If the insured person is obliged to pay an annuity to the claimant and if the cash value of the annuity exceeds the insured sum or the remaining amount of the insured sum after the deduction of any other benefits arising from the same insured event, then the annuity to be paid shall only be refunded in the ratio of the insured sum or the remaining amount thereof to the cash value of the annuity. When calculating the proportional value, the cash value of the annuity and the amount of cover shall be determined in accordance with the declaration in the form of a business plan made to the responsible regulatory authority relating to this matter.
  - 3.2.2 Maximum benefit for damage to rented property  
For insurance benefits resulting from damage to rented property in accordance with clause 2.1.7, the payment of compensation shall be limited to the sum specified in the insurance contract per insured event and per insurance year.
  - 3.2.3 Limit to additional costs attributable to the insured person  
If the settlement of a liability claim by acknowledgement, satisfaction or settlement requested by us fails due to the conduct of the insured person, then we shall not be obliged to pay any additional expenses for indemnity, interest and costs accruing from the time of the insured person's refusal.
  - 3.2.4 Other liability insurance policies  
Any other existing insurance cover shall take precedence over this private liability insurance.

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

---

In addition to the exclusions set out at clause 8 of the GCIT, no insurance cover exists for liability claims:

- 4.1 if they exceed the scope of the insured person's statutory liability due to the contract or express commitments
- 4.2 arising from losses as a result of:
  - hunting
  - participation in horse, bicycle or motor vehicle racing, boxing or wrestling or the preparation for such events (training)
- 4.3 arising from loss events suffered by relatives of the insured person who live together with the latter as a household  
Relatives are deemed to be spouses / life partners, parents and children, adoptive parents and children, parents-in-law and children-in-law, step-parents and step-children, grandparents and grandchildren, siblings, foster parents and foster

children (persons who are associated with each other in a long-term family-like relationship such as that of parents and children)

- 4.4 between several persons insured under the same insurance contract
- 4.5 by legal representatives of parties without legal capacity or of parties with restricted legal capacity
- 4.6 due to losses to third party property and all pecuniary losses resulting from such property losses if the insured person has rented, leased, borrowed such property or has acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody;  
However, damage to rented rooms / houses and their fixtures and fittings is included in accordance with clause 2.1.7 (damage to rented property). The following remain excluded:
  - liability claims for wear and 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 loss;
- 4.7 which are attributable to asbestos or substances or products containing 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 radiation
- 4.9 caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such
- 4.10 arising from material damage caused by:
  - the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc.)
  - sewage, sponge formation, subsidence of land (including a structure erected upon it or a part of such), caused by landslides, tremors resulting from pile driving, caused by flooding of standing or flowing bodies of water
  - damage to fields caused by grazing cattle or game
- 4.11 resulting from the exchange, the transmission or the provision of electronic data as long as this relates to:
  - the deletion, suppression, destruction or modification of data
  - non-recording or failed saving of data
  - the disturbance of access to the electronic data exchange
  - the transmission of confidential data or information
- 4.12 resulting from losses arising from the infringement of personality rights or name rights
- 4.13 resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination
- 4.14 resulting from bodily harm arising from the transmission of an illness suffered by the insured person.  
The same applies to property damage and all pecuniary losses resulting from such caused by the illness of animals owned by the insured person which are either kept or sold by him.  
In both cases, insurance cover exists if the insured person proves that he acted neither intentionally nor grossly negligently.

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

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In addition to the obligations in clause 9 of the GCIT, you or the insured person must observe the following obligations:

- 5.1 Notification of loss
  - 5.1.1 We must be informed of every insured event without delay, even if no claim for compensation has yet been made.
  - 5.1.2 You or the insured person must also inform us without delay if a liability claim is brought against the insured person or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or a dispute is announced to the insured person by a court.
- 5.2 Default summons / orders  
You must enter an objection or any otherwise necessary legal challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from us are not necessary.
- 5.3 Conduct of litigation  
If a liability claim against the insured person is brought before a court, then he must allow the litigation to be conducted by us. We shall instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer full authority and must provide all required information and requested documents.
- 5.4 Authorisation

- 5.4.1 We are deemed to be authorised to make any declarations on behalf of the insured person which appear to us to be appropriate for the settlement or defence of the claim.
- 5.4.2 If the insured person is granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then he is obliged to allow us to exercise this right on his behalf.

## 6. What are the consequences of breaching obligations?

---

Please refer to clause 10 of the GCIT for the consequences of failing to observe obligations.

# General contract information

# General contract information

## 1. Information about the Insurer

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### 1.1 Address

Chubb European Group SE  
Direktion für Deutschland  
Baseler Straße 10, 60329 Frankfurt am Main  
Telephone: 069 75613 0  
Fax: 069 75613 252  
info.de@chubb.com  
www.chubb.com/de  
Companies register number: HRB Frankfurt 58029

### 1.2 Company's head office

Chubb European Group SE  
La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France  
Companies register number 450 327 374 RCS Nanterre

### 1.3 Legal form

Societas Europaea (SE)

### 1.4 Legal representative

The legal representative of Chubb European Group SE, Direktion für Deutschland: Leander Metzger.

### 1.5 Principal business activity

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

### 1.6 Responsible supervisory authority

Chubb European Group SE, is subject to the authorisation and supervision of "Autorité de contrôle prudentiel et de résolution (ACPR) 4", Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 and the German branch is also subject to the regulations of the Federal Financial Supervisory Authority (BaFin) for carrying out business activities, which may differ from the French regulations. You may address complaints to BaFin.

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

## 2. Information on the insured benefits

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### 2.1 Conditions of Insurance

The Conditions of Insurance incorporating our tariff provisions specified in the offer / insurance contract shall apply to the insurance relationship.

### 2.2 Scope of the insurance

This insurance policy covers you on your booked journey with the benefits specified in your certificate of insurance. The benefits in accordance with clause 11 are payable when all documents and evidence required for the assessment of the duty to provide benefit have been received by Chubb and all conditions specified in the Conditions of Insurance have been met.

### 2.3 Total price / Costs

With the exception of the premium specified in the certificate of insurance (including statutory insurance tax), no further costs are payable by you for concluding the contract and the insurance cover. The premium is based on the amount of the insured sum and the insured benefits.

### 2.4 Method of payment

The premium is payable by you in accordance with the method of payment specified in the certificate of insurance (see also clause 6 of the General Conditions of Insurance.) The first premium is payable immediately following receipt of the certificate of insurance.

### 2.5 Period of validity

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

### 3. Information about the contract

#### 3.1 Formation of your contract

The contract has been formed by our confirmation of cover or by our acceptance of your application. Your insurance cover commences on the agreed commencement date subject to this being no earlier than the commencement of your journey.

#### 3.2 Revocation advice

##### Right of revocation – Section 1

You may revoke your policy declaration in written or electronic form (e.g. letter, fax, email) without stating reasons within 14 days. The revocation period commences once you have received each of the following in written or electronic form:

- the insurance policy,
- the contractual provisions including the General Insurance Conditions which apply to the contractual relationship, which in turn include the tariff provisions,
- this revocation policy,
- the information sheet on insurance products,
- and all other information specified in Section 2.

In order to comply with the revocation period, it is sufficient that you send the revocation notice in good time. You can, in particular, submit the revocation using the corresponding function in your BBVA App. Alternatively, the revocation notice must be sent to:

Chubb European Group SE  
Direktion für Deutschland  
Baseler Straße 10  
60329 Frankfurt am Main

##### Consequences of revocation

In the event of effective revocation, the insurance cover shall terminate and the insurer will refund you the part of the premium which corresponds to the period following receipt of the notice of revocation if you have agreed that the insurance cover shall commence before the end of the revocation period.

In such a case the insurer may retain the part of the premium which corresponds to the time up to the receipt of the notice of revocation; In this case, the insurer may retain the part of the premium attributable to the period up to receipt of the revocation. Chubb will refund the entire premium in the event of a valid cancellation. The insurer must refund any amounts to be repaid without delay, by no later than 30 days following receipt of the notice of revocation. If the insurance cover does not commence before the end of the revocation period, an effective revocation shall mean that any payments received and derived benefits (e.g. interest) shall be reimbursed.

##### Special information

Your right of revocation lapses if the contract is performed in full at your express wish by both you and the insurer before you have exercised your right of revocation.

##### Right of revocation – Section 2

List of the further information required for the commencement of the period

With regard to the further information listed in Section 1 sentence 2, the information obligations are listed in detail below:

##### Information obligations for all classes of insurance

The insurer must provide you with the following information:

- the identity of the insurer and any branch office involved with the conclusion of the contract; the commercial register in which the legal entity is registered must also be specified together with the respective register number;
- a) the insurer's service address and any other address which is relevant for the business relationship between you and the insurer, the name of an authorised representative is also required for legal persons, associations of persons or groups of persons; if notification is given by providing the contract terms including the General Conditions of Insurance, the information must be highlighted and clearly structured;
- the insurer's main business activity;
- the key features of the insurance benefit, particularly details regarding the type, scope and due date of the benefit to be paid by the insurer;
- the total price of the insurance including all taxes and other price elements, whereby the premiums must be itemised if the insurance relationship includes several individual insurance contracts, or, if a specific price cannot be provided, details regarding the basis of calculation which will enable you to check the price;
- details regarding the payment and performance, particularly regarding the method of payment of the premiums;
- information about how the contract is formed, particularly regarding the commencement of the insurance and the insurance cover as well as the duration of the period during which the applicant is bound by the application;

- the existence or non-existence of a right of revocation as well as the conditions of such revocation and details of how it is to be carried out, particularly names and addresses of those persons to whom the revocation is to be sent and the legal consequences of the revocation including information regarding the sum that you may have to pay in the event of the revocation; if notification is given by providing the contract terms including the General Conditions of Insurance, the information must be highlighted and clearly structured;
- information about the term of the contract;
- information regarding the termination of the contract; if notification is given by providing the contract terms including the General Conditions of Insurance, the information must be highlighted and clearly structured;
- the member states of the European Union whose law the insurer is taking as a basis for establishing the relationship with you before the conclusion of the insurance contract;
- the law that applies to the contract;
- the languages in which the contract terms and the advance information specified in this subsection will be provided and the languages in which the insurer undertakes to communicate with you during the term of this contract with your approval;
- your right to access out of court arbitration and appeal procedures and, where applicable, the conditions for such access; hereby, it must be expressly stated that your right to choose to take legal action remains unaffected by this;
- the name and address of the relevant supervisory authority and the opportunities for complaining to such supervisory authority.
- Your Chubb team –

#### 4. Term and conditions of termination

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The contract is concluded for the period set out in the certificate of insurance.

Your insurance cover ends at the agreed time subject to this being no later than the end of your journey.

#### 5. Information on legal action

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##### 5.1 Which law is applicable?

German law applies to this contract.

##### 5.2 Which court has jurisdiction?

5.2.1 The place of jurisdiction for all claims against us arising under the insurance contract shall be Frankfurt am Main. 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

5.2.2 If you are a natural person, claims against you arising under the insurance contract must be brought before the court that has jurisdiction for 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 with jurisdiction shall be where you have your registered office or your branch office.

##### 5.3 Language of the contract

The language of the contract is German. Any communication shall be exclusively in the German language.

## 6. Complaints

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### 6.1 Ombudsman

Our company is a member of the Insurance Industry Ombudsman Scheme (Versicherungsombudsmann e.V.). You may use this scheme to access the free of charge out of court arbitration procedure.

The insurance ombudsman can currently deal with cases with an amount in dispute of up to € 100,000.

For decisions up to an amount of € 10,000, we undertake not to refer matters to court and to accept the ombudsman's ruling. The Insurance Industry Ombudsman Scheme has no jurisdiction in respect of complaints arising under overseas travel health insurance.

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

The insurance ombudsman can be contacted at:

[beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

Postfach 080632, 10006 Berlin

### 6.2 Supervisory authorities

You may also address complaints to the responsible supervisory authority, which is:

Federal Financial Supervisory Authority (BaFin)

Graurheindorfer Straße 108

53117 Bonn

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