

## Insurance certificate

AD No. 3821402

Insurance No. 801854127G60016

## Information and service description for your automobile vehicle liability insurance

### Sunny Cars automobile liability insurance

#### Had an accident with your hire car?

No problem – we will pay a supplement, with an insured amount of up to €10 million. With HanseMerkur's Sunny Cars automobile liability insurance for hire cars you have optimum cover.

Get in, put your foot down and let your holiday begin! With a Sunny Cars hire car you are independent and flexible – until an accident stops you in your tracks. Now you need some good advice – personal injury and property damage are not always sufficiently covered. We supplement the insured amount under the automobile liability insurance by up to €10 million, so that you can relax and enjoy your trip.

#### Please note the following important information:

You can use this information sheet for a quick overview of your desired insurance policy. However, please note that not all information on your contract is shown here. You can find the full content of the contract in the Insurance Terms.

**What type of insurance is it?** Your insurance is travel insurance. The scope of your contract and the individual benefits are determined by the tariff you select.

#### What obligations must you fulfil in the event of a claim?

Keep the losses to a minimum! Avoid any action that could lead to an unnecessary increase in costs. Promptly notify HanseMerkur of the losses. You can find information on further obligations in the Insurance Terms under "Obligations".

#### What legal consequences must you expect if you fail to fulfil the obligations?

Important: If one of the obligations is not fulfilled, HanseMerkur will be able to reduce the benefits according to the degree of culpability. This may lead to the loss of all insurance benefits. You can find more detailed information on this in the Insurance Terms ("Obligations" and "Breaches of obligation").

#### Overview of benefits:

**Type of trip:** valid for all types of trip

**Scope of applicability:** worldwide

**Insured travel period:** the entire duration of the rental relationship (max. 92 days)

**Insured amount worldwide except for USA/Canada:** €10 million per claim; the insurance cover is deemed subsidiary to the current national statutory minimum insured amount under the automobile liability insurance.

**Insured amount for USA/Canada:** €10 million per claim; the insurance cover is deemed subsidiary to local automobile liability insurance policies in the amount of at least USD/CAD 1 million for personal injury and property damage.

#### Dear Sunny Cars customer,

With your hire car booking you have received the Sunny Cars automobile liability insurance. You can find the applicable Insurance Terms for the insurance cover VB-RS 2022 (SKG13-D) and the rules of conduct regarding data protection on the following pages.

Sunny Cars and HanseMerkur wish you a pleasant holiday!

HanseMerkur Reiseversicherung AG,  
Siegfried-Wedells-Platz 1, D-20354 Hamburg  
Registered office: Hamburg • HRB: Hamburg 19768,  
insurance tax no.: 806/V90806010057, VAT ID no. DE 175218900  
Executive Board: Eberhard Sautter (chair),  
Eric Bussert, Holger Ehse, Johannes Ganser, Raik Mildner  
Supervisory Board: Dr. Karl Hans Arnold (chair)

# Insurance terms and conditions for motor vehicle liability insurance for rental vehicles

VB-RS 2022 (SKG13-D)

The scope of the insurance cover is set out in the insurance certificate, in any separate written agreements, in these insurance terms and conditions, and in the statutory provisions of the Federal Republic of Germany.

We are HanseMerkur Reiseversicherung AG based in Hamburg. The policyholder is the natural or legal person who has taken out the policy with us. That person is our contractual partner. A specific person is insured under the contract, who is the insured person. We refer to that person in these insurance terms and conditions as “you”. These insurance terms and conditions apply to the policyholder and to the insured person.

The insurance terms and conditions consist of three sections.

You can find general clarifications, including clarifications on the insurance cover and insurance contract and legal notes, in section I.

Section II contains the full description for the types of benefit.

Section III contains an excerpt from the German Insurance Contract Act (VVG).

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## Section I – General provisions

### 1 Insurance cover

#### 1.1 Who is covered by the insurance?

- 1.1.1 You are an insured person if you are included in the insurance contract.
- 1.1.2 You are entitled to claim insurance benefits. If we have receivables against the policyholder, we cannot offset these against your claim. The provision of Section 35 of the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG) is waived.

#### 1.2 When does insurance cover start and end?

- 1.2.1 Your insurance cover starts when you receive the vehicle and ends at the agreed time, however this is no later than when you return the vehicle.
- 1.2.2 Your insurance cover is extended beyond the agreed time if the vehicle cannot be returned as planned through no fault of your own.
- 1.2.3 If it is necessary to change vehicles, insurance cover is transferred to the new vehicle within the contractual term concluded.

#### 1.3 Which vehicles are insured and where does insurance cover apply?

Insurance extends to a motor vehicle rented by you from an official vehicle rental company with commercial activity. Insurance cover applies to journeys on public roads within the contractually agreed scope of cover.

### 2 General notes for compensation payments and on applicable law

#### 2.1 When do we pay compensation?

- 2.1.1 We will pay within two weeks. This is subject to the following conditions:
  - that our duty to provide an insurance benefit is established on the basis and in the amount, and
  - that the necessary evidence – which becomes our property – is available.The time to the deadline is suspended if you are responsible for our being unable to check your claim.
- 2.1.2 We convert your costs in a foreign currency using the exchange rate to EUR on the day the records are received. The official exchange rate applies, unless you have purchased the foreign currency to pay the bills at a less favourable rate. We may subtract the following costs from your benefit:
  - Costs for the transfer of benefits abroad or
  - Costs for special forms of referral that you have commissioned.
- 2.1.3 You may also have cover for rental vehicles with other insurers. As such, if you have claims with other insurers, these take precedence. More information can be found in clause 4.2.3.

#### 2.2 Which legislation applies to the insurance policy?

**In addition to these provisions, the Insurance Contract Act (VVG) and German law shall apply.**

**Note on data protection:** We store your personal data to fulfil our obligations under the contract. Further information on data protection and your rights in this regard can be found at: [www.hmr.de/datenschutz/information](http://www.hmr.de/datenschutz/information) or feel free to request them from us.

#### 2.3 When do claims to benefits lapse?

Claims under this insurance policy expire in three years. The expiry is measured from the end of the year in which the claim

can be made. If you have made a claim, the expiry period is suspended until our decision is sent to you.

### 2.4 What is the applicable court of jurisdiction?

You can submit a complaint against us to the court responsible for the district

- where we have our head office,
- where you have your place of residence or
- where you are normally present, if you do not have a fixed place of residence.

### 2.5 What form should a statement that you make to us be in?

Declarations of intent and notifications to us must be in writing (letter, fax, email, electronic data carrier, etc.). The language of the policy is German.

### 3 Limitations of insurance coverage

- 3.1 We do not provide cover if
  - you attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing cover and the amount of insurance benefits.
  - you have caused the damage intentionally.
- 3.2 We do not pay if the insured event is caused by:
  - war;
  - civil war;
  - warlike events;
  - civil unrest;
  - strike;
  - nuclear energy;
  - confiscation;
  - seizure;
  - other interventions by higher authorities;
  - or active participation in violence during a public gathering or rally.

### 4 General notes for the claim

#### 4.1 To whom can you direct the claim?

In emergencies, our 24-hour emergency assistance service is here to help you. You can reach it at any time from anywhere in the world. You can send your claims without filling in a form to:

HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung,  
P.O. Box, 20352 Hamburg,  
E-mail: [reiseleistung@hansemerkur.de](mailto:reiseleistung@hansemerkur.de).

#### 4.2 What general duties (obligations) do you have in the event of a claim?

- 4.2.1 You should make every effort to keep the claim as low as possible and avoid anything that could lead to an unnecessary increase in costs.
- 4.2.2 You must provide true and complete information concerning the claim. You must provide us with any information that we need in order to determine
  - whether an insured event has occurred and
  - whether and to what extent we will pay benefits.
- 4.2.3 Compensation claims against third parties shall be transferred to us as per the statutory regulation in Section 86 of the Insurance Contract Act (VVG), up to the amount of the benefit paid. We shall ensure that this does not disadvantage you. You are also obligated to assist, if necessary, in asserting the claim for compensation.

Please note: Please also refer to the obligations to be observed under the various types of insurance policies set out in Section II.

#### 4.3 What are the legal consequences of breaches of duty (breach of obligations)?

If you breach one of the aforementioned duties or the obligations in Section II, we will be released from our obligation to provide benefits either in whole or in part. We observe the regulations of Section 28 (2) – (4) VVG here. These can be found in Section III.

### Section II – Motor vehicle liability insurance regulations

#### 1 Which benefits does your liability insurance cover include for rental vehicles?

We only provide benefits if:

- the driver has taken out motor vehicle liability insurance that meets the legal requirements of the country in which the accident happened as a minimum; and
- this is not sufficient to cover personal injury/property damage.

Motor vehicle liability insurance deductibles for vehicles are not insured. Our obligation to provide benefits starts after the sum insured for the motor vehicle liability insurance has been exhausted.

##### 1.1 Liability check

We first check whether an insured event has occurred and whether you are legally obliged to pay compensation.

- 1.1.1 If the check shows that the claims against you are unjustified, we will reject them. This includes dealing with claimants and lawyers as well as any clarifications in court.
- 1.1.2 If you are definitely obliged to pay compensation and an insured event has occurred, we will pay justified claims up to the amount of the agreed sum insured in accordance with clause 4. A justified claim is based on:
- any acknowledgment made or approved by us; or
  - a settlement entered into or approved by us; or
  - a decision made by a judge.
- 1.1.3 If an insured event results in a legal dispute, we will manage this on your behalf and bear any costs involved. These costs are not deducted from the sum insured.

If justified claims for damages exceed the sum insured, we will only bear costs in the ratio of the sum insured to the total claim amount. In such cases, we are entitled to release ourselves from further benefits by paying the sum insured and our share of costs incurred in relation to the sum insured up to that point.

##### 1.2 Security for annuities owed

If you are required to:

- provide security by law; or
  - if you are permitted to avert the enforcement of a court decision by providing security or a deposit;
- for an annuity owed from an insured event, we are obliged to provide the security or a deposit on your behalf.

##### 1.3 Costs of legal disputes

If an insured event results in a legal dispute, we will manage this on your behalf and bear any costs involved. These costs are not deducted from the sum insured.

#### 2 When does an insured event occur?

You have insurance cover if, as a result of using the motor vehicle:

- people are injured or killed;
- property is damaged, destroyed or lost; or
- financial losses are caused that are not directly or indirectly related to personal injury or damage to property (pure financial losses).

In addition to driving, use of the vehicle includes, as an example, getting into and out of the vehicle, as well as loading and

unloading the vehicle. Insurance cover is in place if a third party makes a claim against you as a result of the above-mentioned events due to statutory liability provisions under private law.

#### 3 Limitation of benefits

- 3.1 With respect to the scope of our benefits, the sum insured is the upper limit for each damage event. Several insured events are considered to be one insured event that occurred when the first of these insured events occurred if they are caused by the same thing or things with an internal, in particular factual and temporal link.
- 3.2 If the liability claims exceed the sum insured:
- you must be responsible for a compensation claim that is not satisfied or is not satisfied in full.
  - we only bear legal costs in the ratio of the sum insured to the total amount of claims. This also applies if several proceedings arise from one damage event.
  - we are entitled to release ourselves from further benefits by paying the sum insured and our share of costs incurred in relation to the sum insured up to that point.
- 3.3 If you are required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the remainder of the sum insured after deducting any other benefits from the insured event, the annuity to be paid will only be paid in the ratio of the sum insured or the remainder of this to the capital value of the annuity reimbursed by us.

To calculate the value of the annuity, the corresponding provisions of the regulations on motor vehicle liability insurance cover apply in the version applicable at the time of the insured event. When calculating the policyholder's share of current annuity payments, if the capital value of the annuity exceeds the sum insured or the remainder of the sum insured after deducting other benefits, the other benefits shall be deducted from the sum insured in full.

- 3.4 If the settlement of a liability claim requested by us through acknowledgment, release or settlement fails as a result of your behaviour, we are not required to pay for the additional expense of compensation, interest or any costs arising from the refusal.

#### 4 What sum insured is agreed?

##### 4.1.1 Sum insured worldwide excluding USA/Canada

The sum insured is EUR 10,000,000 per damage event. Insurance cover is subsidiary to the respective national statutory minimum cover for motor vehicle liability insurance.

##### 4.1.2 Sum insured for USA/Canada

The sum insured is EUR 10,000,000 per damage event. Insurance cover is subsidiary to local motor vehicle liability insurance in the amount of at least USD 1,000,000 or CAD 1,000,000 for personal injury and property damage.

#### 5 What restrictions should be taken into consideration with respect to insurance cover?

##### 5.1 Uninsured accident events

We do not provide benefits for accidents if, at the time of the accident, the driver of the vehicle:

- did not have the contractually agreed or granted authority to drive the vehicle;
- did not have the driver's license required to drive the vehicle; or
- had impaired awareness because of alcohol, medication or drugs.

##### 5.2 Uninsured liability claims

We do not provide benefits for liability claims:

- if they exceed the scope of statutory liability due to the contract or special commitments;

- based on damage resulting from participation in motor vehicle races and the lead-up to these;
- between insured persons and any relatives travelling with them;
- based on damage to third-party property which you have rented or borrowed or which is the subject of a safekeeping agreement;
- for compensation of a punitive nature, in particular ‘punitive and exemplary damages’; or
- based on claims caused intentionally by you or while committing a criminal offence.

## **6 What do I have to do in the event of a claim (obligations)?**

### **6.1 Immediate reporting in the event of a legal dispute**

If preliminary proceedings are initiated or a penalty order or default summons are issued, you must notify us immediately, even if you have already reported the insured event yourself. If a claim is asserted against you in court or through default summons, if legal aid is requested or if the dispute is announced to you in court, you are also required to report this to us immediately. The same applies in the event of an arrest, a temporary injunction or proceedings to preserve evidence.

### **6.2 Transfer of proceedings management**

If there are proceedings relating to the liability claim, you are required to:

- transfer management of the proceedings to us;
- give the lawyer appointed or designated by us power of attorney and any clarifications that they or we deem necessary; and
- object in good time to default summons or orders for compensation from administrative authorities without waiting for our instructions or take the necessary legal action.

### **6.3 Transfer of the exercise of rights in annuity cases**

If, as a result a change in your circumstances, you gain the right to demand the cancellation or reduction of an annuity to be paid, you are obliged to have us exercise this right in your name.

### **6.4 Authorisation**

We are authorised to make any declarations that we deem appropriate to settle or defend the claim in your name.

### **6.5 Consequences of not complying with the obligations**

The legal consequences of breaching one of these obligations are based on clause 4.3 of Section I.

(4) The condition on which the insurer’s entire or partial release from liability in accordance with subsection (2) is based shall, in the event of a violation of an existing duty to provide information or duty of disclosure after the occurrence of an insured event, be the fact that the insurer instructed the policyholder in separate correspondence and in writing of this legal consequence.

## **§ 35 Offsetting by the insurer**

The insurer may offset a due insurance premium or any other due claim under the contract against a claim arising on the basis of the insurance even if a third party and not the policyholder is entitled to the claim.

## **§ 37 Delayed payment of first insurance premium**

(1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.

(2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment. The insurer shall only be released from liability if he 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.

## **§ 86 Assignment of claims**

(1) If the policyholder is entitled to claim damages from a third party, this claim shall be assigned to the insurer insofar as the insurer compensates for the loss. The claim may not be assigned to the detriment of the policyholder.

(2) The policyholder shall safeguard his claim for damages or a right serving to safeguard this claim in accordance with the applicable form and time requirements, and he shall assist the insurer wherever necessary in asserting them. If the policyholder intentionally breaches this obligation, the insurer shall not be obligated to effect payment insofar as he cannot, as a result, claim compensation for it from a third party. In the event of a grossly negligent failure to honour the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder’s fault; the burden of proof that there was no gross negligence shall be on the policyholder.

(3) If the policyholder claims compensation from a person with whom he is sharing a common household when the loss occurs, assignment in accordance with subsection (1) cannot be asserted, unless that person intentionally caused the loss.

## **Arbitration bodies**

We would like to draw your attention at this point to the possibility of out-of-court dispute resolution.

Participation in dispute resolution proceedings before a consumer arbitration board is based on our voluntary membership of Versicherungsombudsmann e.V.

## **Section III – Extract from the Insurance Contract Act (VVG)**

### **§ 28 Non-observance of a contractual obligation**

(2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of a contractual obligation on the part of the policyholder, the insurer shall be released from the liability if the policyholder intentionally breached the obligation. In the event of a grossly negligent failure to honour the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder’s fault; the burden of proof that there was no gross negligence shall be on the policyholder.

(3) Notwithstanding subsection (2), the insurer shall be liable for performance insofar as the failure to honour the obligation caused neither the occurrence nor the establishment of the insured event nor the establishment or the extent of the insurer’s obligation to effect payment. Sentence 1 shall not apply if the policyholder fraudulently breached the obligation.

Versicherungsombudsmann e.V.

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You can find further information online at:  
[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

We would also like to draw your attention at this point to the possibility of out-of-court online dispute resolution. The EU Commission has provided an online platform for this, which you can access at the following link: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

# Important information in the event of a claim

If you assert claims under your travel insurance, as a rule we need the following documents if a loss event occurs:

- 1. Copy of the organiser's booking confirmation
- 2. Copy of the insurance policy
- 3. For the wire transfer of any refund we need the recipient's bank details (IBAN) (in the case of foreign transfers also the BIC)
- 4. The further documents specified in section A
- 5. Under <https://mein-hmr.de/service/schadenmeldung/> we offer you the possibility of online claim submission. There you will find appropriate claim notifications.



Please send claim submissions (without formal notification) to: HanseMerkur Reiseversicherung AG, Abt. RLK/Leistung, Siegfried-Wedells-Platz 1, DE-20354 Hamburg, tel. +49 40 4119-2300, fax +49 40 4119-3586  
E-mail address of claims department: [reiseleistung@hansemerkur.de](mailto:reiseleistung@hansemerkur.de)

If submitted documents are incomplete, delays may occur in the claims processing!  
Please do not staple or tack your documents!

## A. Hire car protection insurance

- 1. Damage must be immediately reported to the booking point in order to minimise the incurred costs.
- 2. In the event of a claim you may request a claim notification form. Either by telephone on tel. +49 40 4119-2300 or from [www.hmr.de/schadenformulare](http://www.hmr.de/schadenformulare)
- 3. The following further documents must be submitted to HanseMerkur:
  - All booking and cancellation documents (original)
  - Evidence of paid costs (original)
  - The certificate of insurance
  - The rental agreement including rental conditions
  - A detailed description of the damage, specifying the date of the damage
  - A quotation or the repair invoice
  - The rental company's final invoice
  - The handover and return forms
  - Your bank details (IBAN and BIC)

# Important information on the insurance contract

**Identity of insurer (name, address):** HanseMerkur Reiseversicherung AG (legal form: Aktiengesellschaft (joint stock company)), Siegfried-Wedells-Platz 1, DE-20354 Hamburg, tel. +49 40 4119-1000, fax +49 40 4119-3030

**Entry in the commercial register:** District Court for Hamburg HRB 19768

**Address for summoning and authorised representative of HanseMerkur Reiseversicherung AG:** HanseMerkur Reiseversicherung AG, Siegfried-Wedells-Platz 1, DE-20354 Hamburg, represented by the Executive Board: Eberhard Sautter (chair), Eric Bussert, Holger Ehse, Johannes Ganser, Raik Mildner

**Main business activities of HanseMerkur Reiseversicherung AG, hereinafter referred to as „HanseMerkur“:** HanseMerkur provides insurance against travel-related risks.

Guarantee fund or other compensation arrangements: There are no guarantee funds or other compensation arrangements.

**Key features of the benefits:** Depending on the scope of the selected insurance coverage, HanseMerkur pays benefits in accordance with the attached Insurance Terms.

The scope of the insurance coverage is determined by the policyholder. You can find more precise information on the type and scope of the insurance cover selected by the policyholder in the service description and the Insurance Terms.

Once HanseMerkur's obligation to perform has been established in terms of merits and amount, the compensation is paid within two weeks. The running of the time limit is suspended as long as the assessment of the claim by HanseMerkur is prevented through the fault of the insured person.

**Total price and price components:** The total premium to be paid depends on the scope of the insurance cover selected by the policyholder. The respective premiums for the components of the insurance coverage are shown in the premium overview. The premiums specified include current statutory insurance tax.

**Additional costs, taxes or fees:** Further costs, taxes or fees, for example for the use of means of telecommunication are not charged, with the exception of the emergency service hotline. For calls from abroad: Tel. +49 40 5555-7877, for calls within Germany: tel. +49 40 5555-7877

**Payment and fulfilment details:** The first or one-off premium is due for immediate payment, irrespective of whether a cancellation right exists. Insofar as renewal premiums have been agreed for longer-term insurance contracts, they are payable on the agreed date. If payment of an annual premium in instalments has been agreed, only the first instalment of the first annual premium is deemed the first premium. If, without any culpability of the policyholder, the premium cannot be collected, the payment is also deemed to have been made on time if it is carried out promptly following a written payment demand issued by the insurer. You can find more detailed information in the insurance documents.

Validity period of the information provided: The information provided is valid for an unlimited period.

**The beginning of the contract, the beginning of the insurance cover and the duration of the binding period upon application:**

The contract arises when payment of the due premium is received. The insurance cover begins at the time specified by the policyholder, but not before the payment of the premium. Furthermore, under the travel health insurance the insurance cover does not begin before the national border is crossed into the insured area of applicability. You can find more detailed information on this in the attached Insurance Terms. You can find the requirements for taking out the insurance in the attached Insurance Terms. No binding period is envisaged.

Important information under Article 37 par. 2 of the German Insurance Contract Act (Versicherungsvertrags-gesetz – VVG): If the insured event occurs after the conclusion of the contract and if the first or the one-off insurance premium has not been paid at that time, HanseMerkur shall not be obliged to pay benefits, unless the policyholder is not responsible for the failure to make payment.

If the collection of the premium from an account has been agreed, it shall occur immediately after the mandate is issued, specifying the mandate reference, by way of the SEPA Core Direct Debit Scheme. The SEPA mandate reference is identical to the insurance number. The payment is deemed to have been made on time if the premium can be collected on the transaction date and the policyholder does not object to justified collection.

**Cancellation right**

Cancellation right: In the case of insurance contracts with a term of at least one month you may cancel your contractual declaration within 14 days, without giving reasons, in text form (e.g. letter, fax, e-mail). The time limit begins once you have received, in text form, the contractual provisions including the General Insurance Terms, the further information under Article 7 par. 1 and 2 VVG in conjunction with Articles 1 to 4 of the VVG Notification Obligations Regulation (VVG-Informationspflichtenverordnung) and this notice. However, in the case of contracts in electronic commerce it does not begin before the fulfilment of HanseMerkur's obligations under Article 312i par. 1 sentence 1 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) in conjunction with Article 246c of the Introductory Act to the BGB (Einführungsgesetz zum Bürgerlichen Gesetzbuche). In order to comply with the time limit for cancellation it is sufficient to send the cancellation notice in good time.

**The cancellation notice should be sent to:** HanseMerkur Reiseversicherung AG, Siegfried-Wedells-Platz 1, DE-20354 Hamburg, E-mail [reiseinfo@hansemerkur.de](mailto:reiseinfo@hansemerkur.de), Fax 040 4119-3030.

**Consequences of cancellation:** In the event of effective cancellation the insurance cover ends and HanseMerkur refunds you the premiums you have paid. The amounts to be repaid are refunded promptly and no later than 30 days from the receipt of the cancellation notice. If the insurance cover does not begin before the end of the cancellation period, an effective cancellation notice has the consequence that any performances received must be returned and any benefits obtained (e.g. interest) must be surrendered.

If you have effectively exercised your cancellation right in accordance with Article 8 VVG, you are also no longer bound by a contract related to the insurance agreement. A related contract is deemed to exist if it is associated with the cancelled contract and concerns a service of the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may not be agreed or demanded.

**Special information:** Your cancellation right expires if the contract has been completely fulfilled at your explicit request by both you and HanseMerkur before you exercise your cancellation right.

**End of the cancellation notice.**

**Information on the term of the insurance:** The contract is limited to the term selected.

**End of the contract, right of extraordinary termination, transaction fee:** Insofar as one-off insurance is taken out, the contract in the travel cancellation insurance ends when the trip begins. For all other insurance policies it ends when the trip ends or on the agreed end date of the insurance. Where annual insurance is taken out, the contract is extended by periods of one year unless it is terminated in writing three months before its expiry either by you or HanseMerkur.

**Applicable law and place of jurisdiction:** German law applies to the contractual relationship. Lawsuits may be brought against HanseMerkur in Hamburg or in the location where the policyholder has his/her place of residence at the time when the action is brought or, in the absence of a place of residence, his/her habitual residence.

**Language of the contract:** The applicable language for the contractual relationship and communications with the policyholder during the term of the contract is German.

**Supervisory authority and complaints bodies:** If you are not satisfied with a service or decision of the HanseMerkur, please directly contact HanseMerkur. Attempts at mediation or complaints may, if agreement cannot be reached with HanseMerkur, be submitted to the following mediation and complaints bodies:

**Versicherungsombudsmann e.V.:** Postfach 08 06 32, DE-10006 Berlin, tel. +49 800 3696000, fax +49 800 3699000, e-mail [Beschwerde@versicherungsombudsmann.de](mailto:Beschwerde@versicherungsombudsmann.de)

You can find further information online at: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

Participation occurs on the basis of voluntary membership in Versicherungsombudsmann e.V.

**Possibility of submitting a complaint to the competent supervisory authority:** Complaints may be filed against HanseMerkur with the competent supervisory authority, i.e. the German Financial Supervisory Authority: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, DE-53117 Bonn, [www.bafin.de](http://www.bafin.de)

The possibility of taking legal action remains unaffected by this.