

# General and special insurance conditions for the "Holiday Guarantee" insurance

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2020



Valid as from: 11/07/2020  
Status: 10/07/2020



## General insurance conditions for the "Holiday Guarantee" insurance

Dear insured,

With the following terms and conditions, we, AXA Insurance UK plc, wish to inform you of the regulations that apply to the contractual relationship between TUI AG (hereinafter referred to as the "Policyholder") and us as the Insurer. TUI AG is the Policyholder of the group insurance contract concluded with us, which is also binding for you as an insured person. Because of your function as an insured person, we would ask you in particular to observe the obligations to be fulfilled in the event of a claim, as otherwise our obligation to pay benefits may be reduced or cancelled altogether.

These insurance conditions shall be valid as from 11/07/2020. They will apply to all booked or rebooked holidays with TUI AG that commenced in the period between 11/07/2020, 00:00 CET and 31/12/2020, 24:00 CET or were already commenced by that time.

### I. Object of the contract

The object of the group insurance contract is the insurance cover for holders of a travel booking booked with a TUI tour operator or TUI AG, which was issued or rebooked to the insured person during the above mentioned period.

### II. Commencement and duration of the insurance cover

Insurance cover commences with the effective booking or rebooking of a holiday with a TUI tour operator or TUI AG, and the conclusion of the corresponding contract of carriage and accommodation, but no earlier than 48 hours before the start of the journey. In the case of insured events that occur before the commencement of insurance cover, benefits will not be paid. In any event, the insurance cover will end with the cancellation of the ticket or with the effective date of the termination of the contract of carriage and accommodation between the TUI tour operator or TUI AG and the customer.

The insurance cover will end on the completion of the journey or 90 days after the start of the journey at the latest. Trips lasting longer than 90 days are not insured. The return journey must take place before 31/03/2021 as scheduled.

The insurance cover applies worldwide. The insured person must be resident within the European Economic Area.

### III. Definitions

#### - Doctor

A doctor is a medically trained and licensed practitioner of medicine after obtaining a medical license. The doctor shall not be a relative of the Insured Persons.

#### - Group insurance contract

The policyholder has concluded a group insurance contract with us. The group insurance contract is a special form of insurance contract. You will be automatically registered for the group insurance contract if you book a package holiday with the policyholder, or if such a package holiday is rebooked by you.

#### - Medical condition

The medical condition is defined as the sum of all pre-existing symptoms and pre-existing conditions on the basis of which the insured person requires consultation and/or treatment by a doctor or healthcare professional prior to commencement of the journey.

#### - Obligations

We will provide benefits if the prerequisites for a claim under the insurance conditions are met. As an insured person, you have obligations to cooperate in your own interest (obligations) so that we can examine the claim. If these obligations are not fulfilled, we may not be obliged to provide benefits, or only provide some of them. Such obligations are explained in the conditions of insurance.



- Travel

For the purposes of these terms and conditions of insurance, travel is deemed to be private (lasting up to 90 days) abroad or in your home country, i.e. to a place where the insured person has no official residence.

Package tours as well as transportation (e.g. flights) and accommodation (e.g. hotel stays) are deemed to be insured travel. Package tours, in accordance with EU Directive (EU) 2015/2302 and the according local legislation, are a combined booking of at least two travel services, for example travel, accommodation, rental and further touristic services. For these services, a total price is paid.

Scheduled departure must be before 31.12.2020 and the scheduled return journey must be before 31.03.2021. Travel with a later departure or return date is not insured.

- Travel service

Travel services within the meaning of these conditions are flights, package tours, accommodation and similar services.

- Unexpected illness

An illness will be considered to be unexpected if it occurs for the first time after the start of the journey and if the symptoms of the illness prevent the start of the journey or the continuation of the journey or the scheduled termination of the journey.

- Insured persons:

If you have your official residence within the European Economic Area and if a valid booked or rebooked package holiday with a TUI tour operator or TUI AG has been issued to you or been rebooked that commenced in the period between 11/07/2020, 00:00 CET and 31/12/2020, 24:00 CET or were already commenced by that time, you will be an insured person. You will then be insured in accordance with the provisions of the group insurance contract and the terms and conditions of insurance and will also be referred to as "you" in the following text.

Family members of the insured person are considered to be co-insured persons, provided that you book and start the trip together. Family members within the meaning of these conditions are spouses and partners, provided that you live with the insured person at the common main residence, as well as dependent children of the insured person or his/her spouse or partner, up to the age of 25. These dependent children don't have to be living at the common main residence of the parents.

- Insured event:

An insured event is the event that gives rise to our obligation to perform. The event must occur during the term of the insurance cover.

- Policyholder:

The policyholder is TUI AG (also referred to as "TUI"), Karl-Wiechert-Allee 4, 30625 Hannover, Germany. The policyholder is our contractual partner as insurer and also your contractual partner as insured person.

- Intentionally:

You act intentionally when you do something intentionally or with willpower. This must be done knowingly. This will be the case, for example, if you consciously hurt yourself.

#### **IV. Sanction clause**

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us to:

- Any sanctions, prohibitions or restrictions under United Nations resolutions; or
- The trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

#### **V. Insurer**

The Insurer is:

Inter Partner Assistance S.A.



Avenue Louise 166  
1050 Brussels  
Belgium

Commercial Register (RPR) Brussels: No BE 0415591055.

The following companies are responsible for the handling of assistance and insurance services:

AXA Assistance Deutschland GmbH  
Colonia-Allee 10-20  
51067 Cologne  
Germany

and

Inter Partner Assistance Service GmbH  
Große Scharrnstraße 36  
15230 Frankfurt (Oder)  
Germany

and

AXA Travel Insurance  
106-118 Station Road  
The Quadrangle  
Redhill RH1 1PR  
United Kingdom

## **VI. Applicable law and place of jurisdiction**

The claims arising from the group insurance contract are subject to German law. The court in whose district we have our registered office (Cologne) or the court in whose district the insurance cover was taken out shall be competent for claims against us under the insurance contract. In addition, the court in whose district the insured person has his place of residence or - if there is no such place of residence - his habitual abode at the time the action is brought shall also have jurisdiction. If the place of residence of the insured person is outside the Federal Republic of Germany, the court responsible for the location of our registered office in Cologne shall have jurisdiction.

## **VII. How to make a claim**

In case you need to make a claim, please contact us on 0034 934963882.

## **VIII. Use of your personal data**

By providing your personal information in the course of using our services, you acknowledge that we may process your personal information. You also consent to our use of your sensitive information. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice available at [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy).

Processing your personal information is necessary in order to provide you the insured services. We also use your data to comply with our legal obligations, or where it is in our legitimate interests when managing our business. If you do not provide this information we will be unable to process your claim.

We use your information for a number of legitimate purposes, including:

- Claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of you or others where relevant to any claim or assistance request, in order to provide the services described in the T&Cs.



- Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim.
- Sending you feedback requests or surveys relating to our services, and other customer care communications.

We may disclose information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, and otherwise as required or permitted by applicable law.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, we may transfer your personal information outside the European Economic Area (EEA). Where this happens we will make sure that the appropriate safeguards have been implemented to protect your personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party we are transferring personal information to under contractual obligations to protect it to adequate standards.

We keep your personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with our legal and regulatory obligations.

You are entitled to request a copy of the information we hold about you. You also have other rights in relation to how we use your data, as set out in our website privacy notice. Please let us know if you think any information we hold about you is inaccurate so that we can correct it.

If you want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to our use of your data, including obtaining a printed copy of the website privacy notice please write to us at:

Data Protection Officer  
AXA Travel Insurance  
106-108 Station Road  
Redhill  
RH1 1PR  
Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)



## **1. Insurance conditions for medical repatriation and medical treatment costs within the framework of the "Holiday Guarantee" insurance**

### **1.1. Object of contract**

The object of the medical repatriation is the insurance cover described below for the holder of a travel booking with a TUI tour operator or TUI AG.

### **1.2. Commencement and termination of medical repatriation**

The insurance cover commences at the agreed point in time in accordance with Clause II of the General Terms and Conditions, but not before crossing the border abroad. A trip in this sense is any absence from the official residence of the insured person up to a maximum period of 90 days. The national territory in which the insured person has his or her official residence shall not be deemed to be a foreign country. If the return journey is not possible by the end of the insurance cover for medical reasons, the obligation to provide benefits for insured events requiring compensation shall be extended beyond the agreed period, but to a maximum of 365 days.

The official residence of the insured person is in the country where the insured person is assessed for tax purposes. In case that the insured person has an official residence in several countries, these countries will also be excluded from insurance cover.

### **1.3. Scope of insurance**

- 1.3.1 The insurer shall provide insured persons with insurance cover for the medical treatment costs for unforeseen infections with the SARS-COV-2 virus and the resulting Covid-19 disease, as well as the medical treatment costs for comparable epidemics and pandemics. Medical treatment costs for other illnesses or accidents are not covered.
- 1.3.2 In the event of an insured event occurring during the trip abroad, the insurer shall reimburse any expenses incurred for the medical treatment and, if necessary, provide other agreed services, including:
- (a) for medicinal products, dressings and remedies, if they have been prescribed by a doctor;
  - (b) for medically prescribed aids, to the extent that they are necessary for the first time as a result of an accident occurred during the stay abroad or as a result of illness.
- 1.3.3 We cover the costs of a medically ordered PCR test. From the time of use of the test to the time of the test result, we also cover the costs of conventional mouth-nose protection masks up to EUR 25.
- 1.3.4 We will organise for you the medical repatriation from the place of travel to the country of your residence and cover the costs of this repatriation. The conditions for medical repatriation are described in paragraph 1.3.5. The disease with the SARS-COV-2 virus and the resulting Covid-19 disease or a similar epidemic or pandemic disease, which leads to medical repatriation, may not have occurred intentionally or due to gross negligence.
- 1.3.5 The costs of return transport and transfer costs in the event of a disease with the SARS-COV-2 virus and the resulting COVID-19 disease or a comparable epidemic or pandemic disease are:
- a) The costs of the return transport of an insured person shall be covered provided there are no medical or legal reasons (e.g. flight bans) to the contrary. The decision about these medical reasons is up to our medically certified international team. The return transport will transfer the insured person to the official residence of the insured person or the appropriate hospital closest to that residence.
  - b) If an insured person dies during the trip abroad, the transfer costs will be covered. Transfer costs are the direct costs of transferring the body of an insured person to the official residence of the insured person known to the insurance company.
  - c) At the request of the survivors of the insured person, the insurer also assumes the costs of a funeral on site, up to the amount of expenses that would have been incurred in the event of a transfer.
  - d) If the insured person objects to a medical return transport to the official residence or to the nearest



suitable hospital at the official domicile after the restoration of the transportability, the insured person's obligation to provide benefits ends on the day of the objection by the insured person.

- 1.3.6 We also reimburse additional travel costs and rebooking costs for insured or co-insured persons, should an insured or co-insured person have to be medically repatriated following circumstances shown in 1.3.4 or 1.3.5. We will only cover you for an economy flight cost or the cost of a normal train ticket.

#### **1.4. Exclusions**

There shall be no cover under this policy for:

- 1.4.1 Your travel to a country, specific area or event when the Foreign Office (Auswärtiges Amt) or regulatory authority in a country to/from which you are travelling has issued a travel warning.
- 1.4.2 In the event of a medical condition known in advance which was known to the insured person at the start of the trip. This includes medical conditions due to which the insured person is expecting test results.
- 1.4.3 When travelling against the advice of a practicing doctor.
- 1.4.4 The same restrictions on benefits shall apply to the consequences of an accident that occurred before the start of the journey abroad.
- 1.4.5 For illnesses and their consequences as well as for the consequences of accidents caused by acts of war or civil unrest. However, insurance cover will be provided and service will be offered if the event occurs unexpectedly after the start of the journey. The insurance cover will expire at the end of the seventh day after the start of the event. The consequences of active participation in one of such events shall be excluded from insurance cover.
- 1.4.6 For knowingly and/or intentionally induced illnesses including their consequences.
- 1.4.7 For spa and sanatorium treatments as well as for rehabilitation measures.
- 1.4.8 For outpatient treatment in a spa or sanatorium.  
The restriction shall not be waived if, during a temporary stay, medical treatment is required due to a medical condition independent of the purpose of the stay or an accident occurring there.
- 1.4.9 For hazards of nuclear energy or other ionising radiation.
- 1.4.10 For scientifically unrecognised examination or treatment methods and medicinal products.
- 1.4.11 For illnesses and consequences of accidents, the treatment of which abroad was the sole reason or one of the reasons for the trip.
- 1.4.12 For damages caused by attempted suicide and its consequences as well as by completed suicide.
- 1.4.13 For damages caused by the insured person through or during the deliberate execution of a criminal offence or the deliberate attempt to commit a criminal offence.
- 1.4.14 For damages incurred in the practice of risky and extreme sports and motor sport races which among other things aim at the achieving of top speeds.
- 1.4.15 Medical repatriations to a country outside the European Economic Area and Switzerland shall be excluded.
- 1.4.16 We do not cover any medical treatment costs or medical care for diseases that cannot be attributed to an epidemic or pandemic.
- 1.4.17 Cruises are excluded from this specific insurance coverage.

#### **1.5. Sum insured**

The insurer shall be liable up to a maximum limit of EUR 150,000.

## **1.6. Rights in the event of damage**

### **1.6.1 Claims against third parties:**

If, in connection with the insured event, the insured person has claims for damages of a non-insurance-related nature against third parties, the insured person will be obliged, notwithstanding the statutory subrogation in accordance with § 86 VVG, to assign these claims to the insurer in writing up to the amount of the reimbursement of costs under the insurance contract. If the insured person waives such a claim or a right serving to secure such claim without the consent of the insurer, the insurer shall be released from the obligation to provide benefits to the extent that he could have demanded compensation from such claim or right.

1.6.2 Claims to insurance benefits may neither be assigned nor pledged.

## **1.7. Obligations in the event of damage**

1.7.1 Any hospital treatment must be notified to the insurer immediately after commencement of the treatment using the contact details listed in Clause VII of the General Conditions.

1.7.2 Damage shall be kept to a minimum and unnecessary costs shall be avoided.

1.7.3 At the request of the insurer, the insured person shall provide any information necessary to determine the insured event or the insurer's obligation to pay benefits and the scope thereof.

1.7.4 At the request of the insurer, the insured person shall be obliged to have himself/herself examined by a doctor appointed by the insurer.

1.7.5 In addition, the insured person shall be obliged to enable the insurer to obtain necessary information (in particular to release the treating physicians from their duty of confidentiality).

1.7.6 If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if it can be proven that the breach of the obligation was not the cause of either the occurrence or establishment of the insured event nor of the establishment or scope of the benefit. The knowledge and fault of the insured person shall be equivalent to the knowledge and fault of the policyholder.

## **1.8. Subsidiarity**

If, as the case may be, there is an entitlement to benefits from health, accident or pension insurance, to statutory curative care, accident care or to benefits by another party liable to pay compensation, the insurer will, as the case may be, only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

If there is a claim against third parties, the insured person will, as the case may be, receive an advance payment from the insurer.



## **2. Insurance conditions for the holiday guarantee within the framework of the "Holiday Guarantee" insurance**

### **2.1. Object of contract**

The object of the holiday guarantee is the insurance cover described below for the holder of a travel booking with a TUI tour operator or TUI AG as well as all other co-insured persons who book and start this trip together.

### **2.2. Insured events**

Insurance cover exists for the following events:





- 2.2.1 Following an official body temperature check at the destination airport, the insured person is prevented from entering the country of travel due to abnormal values.
- 2.2.2 The insured person became infected with the SARS-COV-2 virus or a similar epidemic or pandemic virus after commencing the trip.
- 2.2.3 The insured person must enter an officially ordered quarantine in the country of travel due to an actual or suspected infection with the SARS-COV-2 virus or a similar epidemic or pandemic virus and for this reason cannot return to the country of his or her official residence at the planned time.

### **2.3. Scope of insurance**

- 2.3.1 Any insurance benefit has to be agreed with us in advance by telephone. Costs not reported to us in advance will not be covered.
- 2.3.2 If necessary, we will reimburse the costs of additional means of transport in the country of travel which arise as a consequence of an insured damage event. The costs of public transport, rental cars and taxis up to EUR 250 will be reimbursed.
- 2.3.3 If a flight has to be rebooked as a result of an insured damage event, we will reimburse the insured person for any rebooking fees incurred up to an amount of EUR 50.
- 2.3.4 If the originally booked flight is not rebookable, we will reimburse the cost of a return ticket with another airline up to an amount of EUR 500.
- 2.3.5 We will reimburse the accommodation costs of an extended stay due to quarantine as well as additional accommodation costs including meals due to quarantine up to EUR 250 per night and up to a maximum of 14 nights. We will only pay for additional accommodation costs that are not covered by third parties (e.g. authorities). The price of the accommodation booked for this additional accommodation must not differ significantly from the previously booked accommodation.
- 2.3.6 Our total performance for all services under sections 2.3.2 to 2.3.5 is limited to EUR 3,500 per trip.

### **2.4. Exclusions**

- 2.4.1. There shall be no cover under this policy for your travel to a country, specific area or event when the Foreign Office (Auswärtiges Amt) or regulatory authority in a country to/from which you are travelling has issued a travel warning.
- 2.4.2. Cruises are excluded from this specific insurance cover
- 2.4.3. Circumstances known to you before you purchased the packaged holiday with a TUI tour operator or TUI AG which could reasonably have been expected to lead to cutting short the trip.
- 2.4.4. Travels that are made against the advice of a practising doctor will be excluded from insurance cover.
- 2.4.5. We will only pay for costs which are not covered by third parties (e.g. authorities).
- 2.4.6. We shall not be liable for quarantine costs incurred if the holiday country prescribes quarantine after entry for all persons entering the country and if the insured person must have been aware of this fact before commencing the trip.
- 2.4.7. The benefits referred to in 2.3 are based on the local conditions in the holiday destination. We will of course endeavour in every situation to find a solution to the situation of the insured person. However, if a benefit cannot be provided due to local circumstances, our obligation to provide benefits shall not apply.

2.4.8. There will be no insurance cover in the event of a concerted state repatriation operation. A concerted state repatriation operation within the meaning of these Terms and Conditions means a state-initiated repatriation of all travellers of one nationality from one or more areas to the country of residence.

## **2.5. Rights in the event of a claim**

2.5.1. The insured person shall be entitled to exercise his or her rights in the event of a claim.

2.5.2. If the reason and amount of the insurer's obligation to pay benefits have been determined, the compensation sum shall be paid within two weeks of receipt of the insurer's notice of payment by bank transfer to a bank account to be specified by the insured person.

## **2.6. Obligations in the event of damage**

2.6.1. The insured person shall be obliged:

- a) to notify the insurer without delay of the occurrence of an insured event and to take appropriate measures to minimise the loss,
- b) to provide the insurer with any relevant information requested and provide him with all necessary documents, in particular medical certificates and documents relating to the infectious disease suffered during the holiday,
- c) to release the doctors from their duty of confidentiality with regard to the insured event, insofar as this request can be fulfilled with legal effect.

2.6.2. If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if the ticket holder proves that the breach of the obligation was not the cause of either the occurrence or the establishment of the insured event nor of the establishment or the scope of the benefit.

## **2.7. Subsidiarity**

If, as the case may be, the insured person is entitled to benefits under other insurance policies (e.g. travel cancellation and curtailment insurance in the travel or rental agreement), the insurer will, as the case may be, only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.



## **3. Medical Assistance within the framework of the "Holiday Guarantee" insurance**

### **3.1. Object of the Assistance**

The subject of the assistance services are the services described below for the holder of a travel booking with a TUI tour operator or TUI AG as well as all other persons with insurance who book and start this trip together.

### **3.2. Assistance services**

If the ticket holder has any questions regarding health matters abroad or the preparation of a trip, medical professionals will be available to advise the ticket holder.

The consultation includes:

- a) Information and tips on the topics "vaccination" and "tropical medicine".
- b) Information on the nature and spread of diseases in places of travel.
- c) Information and tips on compiling the first-aid kit for specific destinations.
- d) Information and tips on general medical precautions.
- e) Information and tips on identical or comparable medicines abroad.

- f) Information and tips on outpatient and inpatient treatment options abroad.
- g) General counselling of patients at risk abroad.

The doctors and medical staff cannot diagnose or treat diseases over the telephone. The consultation does not replace a necessary visit to the doctor.

The information about the service providers in the medical field is based on the medical requirements of the individual case and on objective criteria (professional qualification, local proximity, technical equipment of the practice, etc.). If possible, at least three providers will be named. Interventions in the medical freedom of therapy will not be made.



#### **4. Telemedical assistance within the framework of the "Holiday Guarantee" insurance**

##### **4.1. Object of the Assistance**

The subject of the assistance services are the services described below for the holder of a travel booking with a TUI tour operator or TUI AG as well as all other persons with insurance who book and start this trip together.

##### **4.2. Assistance services**

If you feel unwell during your trip, we offer you the opportunity to talk to a doctor we have arranged to discuss your symptoms and, if possible, to receive a diagnosis and a recommendation on how to proceed. Consultation is available in English and German. In English, a consultation can take place around the clock, in German on weekdays from 8.00 am to 09.00 pm.

You can consult by phone or app. For a telephone consultation call us at the telephone number indicated in section VII. We will make an appointment with our service provider and inform you about the time when you will receive a call from the doctor.

In case of a consultation via the app "Doctor Please!" you can make an appointment yourself. We will send you an appropriate access code. If the outcome of the consultation is that you need further medical attention, our medical team may contact you.

The benefit is limited in principle to two teleconsultations (two diagnoses) per trip.

We fully cover the cost of this assistance service. The costs of medical care or medical treatment costs are not covered by us, unless they are insured in accordance with 1.3.1 and 1.3.2

