

Trip Cancellation and Curtailment	
<p>The insurer pays compensation in the event of a no show for the cancellation costs contractually owed to the travel company or another party by the policyholder / insured;</p> <p style="text-align: center;">or</p> <p>in the event of curtailment of the trip for the verifiable additional costs of the return trip and any other additional costs of the policyholder / insured directly caused by such curtailment, provided that arrival and departure are included in the insured arrangement; the same applies in the event of a subsequent return.</p>	max. EUR 20,000

The insurer shall be obliged to pay up to 100% in case of the following events:

- Death, serious injury or unexpectedly serious illness
- Intolerance to vaccination
- Pregnancy
- Significant damage to the insured's property by fire, natural disasters or criminal offense of a third party
- Compensation of unclaimed travel services
- The taking up of employment by the policyholder/insured person, if they were unemployed when the trip was booked.
- The policy also covers the case of the insured party losing his or her job due to unexpected termination of employment by the employer due to current business conditions.
In the case of minors and/or people legally entitled to maintenance, this provision also applies to the parents and/or the person liable to pay maintenance.
The policy also covers the case of the insured losing his or her job in the destination country as part of his/her program.
- Coverage shall apply if performance at school drastically deteriorates subsequent to admission into the exchange program and if the trip is not embarked upon due to the resulting obligation to repeat a year.
- Coverage shall apply within the scope of the insurance contract if the trip cannot be embarked upon due to failure to pass an examination.

Deductible

This insurance plan is provided without a deductible.

Deadline for purchasing the policy

The policy must be purchased not later than 14 days before the travel start date.
The policy may only be cancelled within 24 hours after purchasing it.

Exclusions

- Medical expenses, expenses for repatriation of remains.
- Predictable claim at time of conclusion of the policy and intentional misuse.
- The insurer shall not be liable:
 - for the perils of war, civil war or warlike events
 - for strike, lockouts, uprisings, terrorist or political violence

Information on the exact benefits, deductibles agreed and the exact exclusions from coverage can be found in the General Insurance Conditions (ABRV 2002/2008) and in the Special Conditions according to insurance certificate No. 25-976-121687 of Alte Leipziger Versicherung AG

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Integral part of the contract T 72.7
General terms and conditions for trip cancellation insurance
(ABRV 2002/2008)
Version AL of January 2008

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1 Insurance cover

1.1 The insurer pays compensation:

1.1.1 in the event of a no show for the cancellation costs contractually owed to the travel company or another party by the policyholder / insured;

1.1.2 in the event of curtailment of the trip for the verifiable additional costs of the return trip and any other additional costs of the policyholder / insured directly caused by such curtailment, provided that arrival and departure are included in the insured arrangement; the same applies in the event of a subsequent return.

Such costs are reimbursed according to the booked type and class of the means of transport, accommodation and food. If it is necessary to carry out the return trip by airplane, notwithstanding the booked trip, only the costs for a seat in the lowest class of travel are reimbursed.

Medical expenses, costs for accompanying persons and costs for the repatriation of a deceased insured person are not covered.

1.1.3 in the event of curtailment of the trip for the proportionate value of the services booked but not used, if separately agreed on in the insurance policy.

1.2 The insurer is obliged to perform within paragraph 1 if, after conclusion of the insurance contract / booking, it is reasonable to expect that the policyholder / insured will either be unable to travel or cannot be expected to undertake the trip as

scheduled due to one of the following, material reasons regarding the policyholder / insured or a risk person:

1.2.1 death;

1.2.2 serious injury resulting from an accident

1.2.3 unexpectedly serious illness

1.2.4 immunization intolerance

1.2.5 pregnancy

1.2.6 loss or damage to the policyholder's / insured's property due to fire, Act of God or deliberate criminal action by a third party, if the loss or damage is substantial or the presence of the policyholder / insured is necessary for loss assessment.

1.2.7 loss of employment of the policyholder / insured or an accompanying risk person as a result of unexpected dismissal by the employer for operational reasons

1.2.8 the taking up of employment by the policyholder / insured or an accompanying risk person, if such persons were unemployed when the trip was booked

1.3 Risk persons apart from the policyholder / insured are his/her spouse or partner, their children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and persons, who booked and insured a trip together with the policyholder / insured.

If more than 4 persons booked a trip together, only the above mentioned relatives of the policyholder / insured are considered as risk persons.

2 Exclusion of benefits

2.1 The insurer is not liable for damages caused by

2.1.1 war, civil war or war-like events and such events that derive from the hostile use of any weapon of war, irrespective of the state of war or the availability of any weapon of war as a result of one of these dangers;

2.1.2 strike, lock-out, labor unrest, terrorist or political violence, irrespective of the number of involved persons, riots and other civil unrest;

2.1.3 confiscation, deprivation or other interventions of higher authorities;

2.1.4 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons that pose a danger to public safety, regardless of any other contributory causes;

2.1.5 nuclear energy or other ionizing radiation*;

* In the Federal Republic of Germany, the compensation for damages or loss caused by nuclear energy depends on the Atomic Energy Law. The operators of nuclear plants are obliged to make provisions for sufficient cover and, for this purpose, effect liability insurances.

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2.2 The insurer is not obliged to perform if the policyholder / insured / risk person deliberately caused the insured event.

In case of gross negligence, the insurer is entitled to reduce its payment proportional to the severity of the policyholder's / insured's fault.

3 Duty of disclosure

3.1 Correctness and completeness of information on risk-related circumstances

Before his/her contractual declaration, the policyholder / insured must inform the insurer about all risk-related circumstances he/she is aware of and about which the insurer previously asked him/her in writing and which are substantial for the insurer's decision to sign the contract with the agreed content. The policyholder is also obliged to disclose information if the insurer asks him/her questions (in writing) within the meaning of the above first clause after his/her contractual declaration but prior to acceptance of contract.

Risk-related circumstances are such circumstances that are suitable to affect the insurer's decision whether to accept the contract in general or with the agreed content.

If the contract is accepted by a representative of the policyholder and if such representative has knowledge of the risk-related circumstance, the policyholder is treated as if he/she had had knowledge of such circumstance himself/herself or if he/she had fraudulently concealed such knowledge.

3.2 Withdrawal

3.2.1 Prerequisites for withdrawal

The insurer is entitled to withdraw from the contract if given false and incomplete information on the risk-related circumstances.

3.2.2 Exclusion of right of withdrawal

The insurer is not entitled to withdraw from the contract if the policyholder provides evidence that he/she did neither provide the false and incomplete information deliberately nor acted in gross negligence.

The insurer has no right of withdrawal due to grossly negligent breach of duty of disclosure if the policyholder provides evidence that the insurer would also have signed the contract, though with other conditions, had it known the undisclosed circumstances.

3.2.3 Consequences of withdrawal

In case of withdrawal, no insurance cover is provided.

If the insurer withdraws from the contract after the occurrence of an insured event, the insurer is not allowed to deny insurance cover if the policyholder / insured provides evidence that the circumstance about which false and incomplete information was given was neither a cause for the occurrence of the insured event nor for the assessment or scope of benefits. However, there is no insurance cover if the policyholder fraudulently violated the duty of disclosure.

The insurer is entitled to such part of the premium equivalent to the expired contract period until the entry into force of the notice of withdrawal.

3.3 Termination

If the insurer's right of withdrawal is excluded because the breach of duty of disclosure was neither based on intention nor on gross negligence, the insurer is entitled to terminate the contract with one month's notice.

The right of termination is excluded if the policyholder / insured provides evidence that the insurer would also have signed the contract, though with other conditions, had it known the undisclosed circumstances.

3.4 Retrospective policy adjustment

If the insurer's right of withdrawal and termination is excluded because it would also have signed the contract, though with other conditions, had it known the undisclosed circumstances, such other conditions retrospectively become an integral part of the contract on request of the insurer. If the policyholder is not responsible for the breach of duty, such other conditions become an integral part of the contract as of the current insurance period.

If, due to policy adjustment, the premium increases by more than 10 percent or if the insurer excludes insurance cover for the undisclosed circumstance, the policyholder is entitled to terminate the contract, without notice, within one month after receipt of the insurer's notification.

3.5 Exercise of rights by the insurer

The insurer must assert its rights pursuant to paragraphs 3.2 to 3.4 within a period of one month in writing. The period begins on the date the insurer becomes aware of the duty of disclosure on which its asserted right is based. The insurer must provide information on which circumstances its statement is based; the insurer is allowed to subsequently state additional circumstances to found its statement within one month.

The insurer is only entitled to the rights set out in paragraphs 3.2 to 3.4, if it informed the policyholder by separate notification in writing about the consequences of a breach of duty of disclosure.

The insurer cannot claim the rights set out in paragraphs 3.2 to 3.4, if it had knowledge of the undisclosed risk-related circumstance or had been aware that the respective information was false.

3.6 Avoidance

The insurer's right to avoid the contract due to fraudulent misrepresentation shall remain unaffected.

4 Increase of risk

4.1 Increase of risk - Definition

4.1.1 An increase of risk is given if, after the policyholder has made his/her contractual declaration, the actual circumstances are changed in a way that makes the occurrence of an insured event or an increase of damage or unjustified demands on the insurer more likely.

4.1.2 An increase of risk can be given in particular – but not exclusively – if a risk-related circumstance changes, which the insurer had asked about prior to acceptance of the contract.

4.1.3 No increase of risk pursuant to paragraph 4.1.1 is given if the increase was only insignificant or if the risk is to be considered as co-insured according to the circumstances.

4.2 Duties of the policyholder / insured

4.2.1 After making his/her contractual declaration, the policyholder / insured is neither allowed to make an increase of risk without the prior consent of the insurer nor to allow any third party to make such an increase.

4.2.2 If the policyholder / insured subsequently becomes aware that he/she has made or allowed an increase of risk without the prior consent of the insurer, the policyholder / insured must immediately inform the insurer about it.

4.2.3 An increase of risk that takes place irrespective of the policyholder's / insured's own will, after he/she made his/her contractual declaration, must be disclosed by the policyholder to the insurer immediately after the policyholder became aware of it.

4.3 Termination or policy adjustment by the insurer

4.3.1 Insurer's right of termination

If the policyholder / insured violated his/her duties pursuant to paragraph 4.2.1, the insurer is entitled to terminate the contract without notice if the policyholder acted deliberately or in gross negligence. If the breach of duty is based on slight negligence, the insurer is allowed to terminate the contract with one month's notice. The insurer is not allowed to terminate the contract if the policyholder provides evidence that he/she is not responsible for the breach of duty.

If the insurer becomes aware of an increase of risk in cases pursuant to paragraphs 4.2.2 to 4.2.3, it is allowed to terminate the contract with one month's notice.

4.3.2 Policy adjustment

Instead of a termination of contract, the insurer is allowed to demand a respectively higher premium according to its mission statement as of the moment of increase of risk or to exclude cover for the increased risk.

If, in such a case, the premium increases by more than 10 percent or if the insurer excludes insurance cover for the increased risk, the policyholder is entitled to terminate the contract, without notice, within one month after receipt of the insurer's notification. In its notification, the insurer must inform the policyholder about this right of termination.

4.4 Extinguishment of insurer's rights

The insurer's right of termination and policy adjustment pursuant to paragraph 4.3 extinguish if they are not asserted within one month after the insurer became aware of the increase of risk or if the original state is re-established that was present prior to the increase of risk.

4.5 Exemption from performance due to increase of risk

4.5.1 If the insured event occurred after an increase of risk, the insurer is not obliged to perform if the policyholder / insured deliberately violated his/her duties pursuant to paragraph 4.2.1. If the policyholder / insured acts grossly negligent in doing so, the insurer is entitled to reduce its payment proportional to the severity of the policyholder's / insured's fault. The policyholder / insured is required to provide evidence that he/she did not act in gross negligence.

4.5.2 In the event of an increase of risk pursuant to paragraphs 4.2.2 and 4.2.3, the insurer is not obliged to perform, in case the policyholder deliberately violated his/her duties, if the insured event occurred later than one month after the date on which the notification should have reached the insurer. If the policyholder / insured acts grossly negligent in violating his duties, paragraph 4.5.1 clauses 2 and 3 apply respectively. The insurer's obligation to perform remains in place if it had knowledge of the increase of risk at the point in time mentioned above in the first clause.

4.5.3 The insurer's obligation to perform further remains in place

a) if the policyholder / insured provides evidence that the increase of risk was neither a cause for the occurrence of the insured event nor for the scope of the insurer's obligation to perform; or

b) if, on the occurrence of the insured event, the period for termination by the insurer had expired and no termination was issued.

5 Premium

5.1 The premium charged includes insurance tax payable by the policyholder in the amount specified by the respective laws.

5.2 Payment and consequences of late payment / First or one-time premium

5.2.1 Maturity and timeliness of payment

The first or one-time premium is due, unless otherwise agreed, immediately after expiration of a period of two weeks after receipt of the insurance policy.

If the parties agreed that the annual premium is to be paid in installments, only the first installment of the annual premium is considered as first premium.

5.2.2 Later start of insurance cover

If the policyholder does not pay the first or one-time premium in due time but at a later point in time, insurance cover does not start until then, provided that the policyholder was informed about this legal consequence by separate written notification or by an explicit indication in the insurance policy. This does not apply if the policyholder provides evidence that he/she is not responsible for the non-payment.

5.2.3 Withdrawal

If the policyholder does not pay the first or one-time premium in due time, the insurer is entitled to withdraw from the contract as long as the premium is not paid. The insurer is not allowed to withdraw from the contract if the policyholder provides evidence that he/she is not responsible for the non-payment.

5.3 Payment and consequences of late payment / Renewal premium

5.3.1 Maturity and timeliness of payment

The renewal premiums will be due on the agreed date.

Non-payment of a renewal premium in due time by the policyholder shall constitute default without reminder, unless he/she is not responsible for the delayed payment.

The insurer is entitled to demand compensation for the loss it suffered due to the delay.

5.3.2 Demand for payment

If a renewal premium is not paid in due time, the insurer can set a term of payment in writing for the policyholder at the expense of the latter. The minimum term of payment is two weeks. Such demand is only valid if it specifies the due amounts of premium, interest rates and costs in detail and also provides the legal consequences in case the term of payment was not met.

5.3.3 No insurance cover

If the policyholder is still in default after expiration of such term of payment, no insurance cover is provided as of this date until the payment is made, provided that the policyholder was informed by a demand for payment pursuant to paragraph 5 3.2.

5.3.4 Termination

If the policyholder is still in default after expiration of such term of payment, the insurer is entitled to terminate the contract without notice, provided that it informed the policyholder by a demand for payment pursuant to paragraph 5 3.2.

5.3.5 If the insurer terminated the contract and if the policyholder then paid the amount specified in the reminder within one month, the contract remains in force. No insurance cover is provided, however, for insured events that occurred between the receipt of termination and the payment.

5.4 Premium in case of early contract cessation

5.4.1 If the insurance contract is terminated prior to the expiration of the insurance period, the insurer is only entitled to such part of the premium for this insurance period which is equivalent to the covered period. In case of a cessation of the insurance contract by withdrawal for reasons of breach of duty of disclosure (paragraph 3 2) or by avoidance by the insurer for reasons of fraudulent misrepresentation (paragraph 3 6), the insurer is entitled to the premium until entry into force of the declaration of withdrawal or avoidance. If the insurer withdraws from the contract pursuant to paragraph 5 2.3 due to maturity of the premium, it is entitled to demand an adequate fee for out-of-court work.

5.4.2 If the policyholder terminates the contract after the occurrence of an insured event, the insurer is only entitled to such part of the premium equivalent to the expired contract period. If the insurer terminates the contract, it is obliged to reimburse the premium for the current insurance year at the following ratio: part of the insurance year not yet expired in proportion to the entire insurance year (pro rata temporis).

6 Contract period

6.1 The contract is concluded for the period specified in the insurance policy.

6.2 Automatic renewal

In case of a contract period of at least one year, the contract is automatically renewed for another year, unless one of the contract partners receives notice of termination at the latest three months prior to expiration of the respective insurance year.

6.3 Contract cessation

In case of a contract period of less than one year, the contract ends on the agreed date without the need for a notice of termination.

In case of a contract period of more than three years, either party can terminate the contract in advance on expiration of the third year or each following year; the contract partner shall receive the notice of termination not later than three months prior to expiration of the respective insurance year.

7 Insured value, sum insured, deductible

7.1 The sum insured equals the exact total trip price (insured value). Expenses for non-included services (e.g. for additional programs) are co-insured if they were taken into account with regard to the sum insured. The insurer is liable up to the sum insured, minus deductible; if any verifiable additional costs of the return trip exceed the insured value, the insurer will also reimburse the amount exceeding the insured value minus deductible.

7.2 If an insured event is caused by illness or accident injury, the policyholder / insured pays the deductible per person agreed on in the insurance policy.

8 Underinsurance

If the sum insured is less than the insured value (underinsurance) on the occurrence of an insured event, only such proportion of the loss will be reimbursed as bears to the total loss like the sum insured bears to the insured value.

9 Overinsurance

9.1 If the sum insured is greater than the value of the insured subjects, both the insurer and the policyholder can demand the sum insured to be reduced with immediate effect in order to eliminate overinsurance.

9.2 As of this point in time, the premium depends on the sum which the insurer would have calculated had the contract been closed with the new content right from the beginning.

9.3 If the policyholder purchased overinsurance with the intention to obtain a pecuniary advantage, any contract based on such intention is void. The insurer is entitled to the premium until such point in time when it becomes aware of the circumstances causing the invalidity. Possible claims for compensation by the insurer shall remain unaffected.

10 Multiple insurance

10.1 Multiple insurance is given if an interest against one and the same risk is covered under several insurance policies and if either the combined sums insured are greater than the insured value or if, for other reasons, the sum of compensations that would have to be paid by each insurer, were there no other insurance policies, is greater than the total loss.

10.2 If multiple insurance came into effect unbeknownst to the policyholder, he/she can demand the cancellation of the contract that was concluded later.

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The policyholder can also demand the sum insured to be reduced to the premium not covered under the insurance policy purchased earlier on; in this case, the premium shall be reduced respectively.

10.3 The policyholder's right to cancel the contract or reduce the premium extinguishes if he/she does not assert such right within one month after he/she became aware of the existence of multiple insurance. A cancellation or reduction comes into effect when the insurer receives the notification demanding such cancellation or reduction.

10.4 If the policyholder purchased multiple insurance policies with the intention to obtain a pecuniary advantage, any contract based on such intention is void. The insurer is entitled to the premium until such point in time when it becomes aware of the circumstances causing the invalidity.

11 Obligations of the policyholder/ insured on or after the occurrence of an insured event

11.1 The policyholder / insured is obliged:

11.1.1 to inform the insurer immediately about the occurrence of an insured event and, at the same time, to cancel the travel contract or to inform the insurer about the curtailment of a trip that had already started;

11.1.2 to provide any requested relevant information to the insurer and, on his own initiative, to provide the insurer with all necessary evidence, in particular medical certificates on illnesses, accident injuries, immunization intolerance and pregnancies pursuant to paragraph 1.2, together with the respective accounting records;

11.1.3 to provide evidence for psychiatric illnesses by presenting a medical certificate issued by a specialist in psychiatry;

11.1.4 if requested by the insurer, to waive physician patient privilege with regard to an insured event, as far as such a request can be met in a legally effective manner;

11.1.5 to present a death certificate in the event of death;

11.1.6 to present the notice of termination of employment in the event of loss of employment and, in the event of taking up employment, the notice of cancellation (*Aufhebungsbescheid*) of the employment office as evidence of the new employment.

11.2.1 If the policyholder / insured deliberately violates an obligation that he/she has to fulfill towards the insurer on or after the occurrence of an insured event, the insurer is released from its obligation to perform.

11.2.2 If the policyholder / insured acts grossly negligent when violating an obligation, the insurer is entitled to reduce its payment proportional to the severity of the

policyholder's / insured's fault. The policyholder / insured is required to provide evidence that he/she did not act in gross negligence.

11.2.3 Except in the event of malice, the insurer shall, however, be obligated to perform if the policyholder / insured provides evidence that the breach of the obligation is neither a cause for the occurrence or the assessment of the insured event nor for the assessment or the scope of the insurer's obligation to perform.

11.2.4 If the policyholder / insured violates an obligation to inform or duty of disclosure that is in place after the occurrence of an insured event, the insurer is only released from its obligation to perform in full or in part if it informed the policyholder about this legal consequence by separate written notification.

12 Payment of compensation

12.1 Once the insurer's obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due two weeks thereafter.

12.2 One month after the notice of claim is given, an amount considered to be the minimum amount according to the facts of the case can be demanded as an installment.

13 Statute of limitations

The claims deriving from the insurance contract are subject to a limitation period of three years. If a claim deriving from the insurance contract has been filed with the insurer, the time between filing and receipt of the insurer's written decision by the claimant is not taken into account when calculating the period.

14 Competent court

14.1 Legal action against the insurer

The jurisdiction for legal actions against the insurer deriving from the insurance contract depends on the insurer's registered office or its place of business responsible for matters regarding the insurance contract. If the policyholder is a natural person, the jurisdiction also lies with the local court in whose district the policyholder has his/her main or habitual residence at the time the legal action is taken.

14.2. Legal action against the policyholder / insured

If the policyholder / insured is a natural person, legal actions against the policyholder / insured deriving from the insurance contract must be brought before the court in whose district the policyholder has his/her main or habitual residence. If the policyholder is a legal person, the jurisdiction also depends on where the policyholder has his/her registered office or place of business.

14.3. Change of the policyholder's / insured's residence

If, after conclusion of the contract, the policyholder / insured moved his/her main or habitual residence outside the scope of the German Insurance Contract Act (VVG) or if his/her main or habitual residence is unknown at the time the legal action is taken, the jurisdiction for legal actions against the insurer or the policyholder deriving from the insurance contract depends on the insurer's registered office or its place of business responsible for matters regarding the insurance contract.

15 Final provisions

This contract is governed by applicable law, unless otherwise provided in the insurance conditions. This applies in particular for the legal requirements listed in the attached annex, which form part of the insurance contract according to the insurance conditions.

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Excerpt from the specific insurance conditions as per insurance policy: No. 25-976-121687

3. Sum insured, insured value, deductible

3.1

In addition to par. 7. ABRV 2002/2008, the agreed trip price is considered to be the sum insured.

3.1.1

Costs for services not included in the trip price (e. g. for additional programs) are co-insured if they were taken into account when determining the sum insured.

3.2

The insurer is liable up to the sum insured; if any verifiable additional costs of the return trip exceed the insured value, the insurer will also reimburse the amount exceeding the insured value.

3.3

The maximum sum insured per insured person and travel contract is EUR 20,000.00.

3.4

In addition to par. 7 ABRV 2002/2008, the insured person has a deductible per insured event of EUR 25.00. If the insured event is caused by illness, the insured person pays 20% of the refundable damage himself/herself, but at least EUR 25.00 per person.

4. Insurance cover

4.1

The general terms and conditions for trip cancellation insurance (ABRV 2002/2008) apply.

4.1.1 Clause – Unemployment

In addition to par. 1.2.7 ABRV, the following applies: in case of minors and/or persons legally entitled to child support, this regulation also applies for the parents and/or the person legally obliged to pay child support.

4.1.1.1 Educational Exchange Programs (Work and Travel, Internship etc):

Coverage comes into effect under the following conditions:

The insured is laid off from a job placement after arrival in the destination country during a cultural exchange program with at least 4 weeks of job placement remaining.

The cancellation of the job is not effected due to misconduct of the insured

The following documents need to be provided:

- Explanatory proof of cancellation of the job placement provided by employer
- Confirmation of the exchange organization that no replacement job could be found in a reasonable timely manner
- Receipts for additional expensed incurred

Coverage provided:

If a new job or training can be secured:

Additional Travel expenses to the job location up to an overall maximum of 600 EUR

If no replacement job or training position can be secured:

Additional travel expenses back to the home country

4.1.2

Insurance cover is provided if the insured person's school performance decreases dramatically after he/she was accepted for the exchange program and does not undertake the trip because he/she is held back to repeat the grade for this reason.

4.1.3

If the insured person cannot undertake the journey due to a failed test or examination, insurance cover is provided within the contract.

5 Duration of cover

5.1 Insurance cover starts at the purchase of the respective travel contract and ends at the end of the trip.