

**PLEASE NOTE:** This document contains only the most important information relating to your insurance contract. The insurance policy, the Fact Sheet as well as the EUROPÄISCHE travel insurance conditions ERV-RVB 2018 provide for the complete pre-contractual and contractual information.

## What is this type of insurance?

CoachRailCar-CompleteCover is a travel and trip cancellation insurance for one trip by bus, train or car.



### What is insured?

#### Trip cancellation and trip interruption insurance

- ✓ If a trip has not been commenced or the trip is interrupted.  
The following are insured events:
  - ✓ unexpected serious illness
  - ✓ serious physical injury caused by an accident
  - ✓ death
  - ✓ pregnancy and pregnancy complications
  - ✓ serious damage to the property at the place of residence as a result of an act of God, fire, burst water pipes or the criminal acts
- ✓ If a trip has not been commenced, we pay the cancellation costs due under the respective contract up to the amount of the insured journey costs.
- ✓ If a trip has been cancelled, we pay the unused travel services up to the amount of the insured journey costs as well as the additional return journey costs.

#### Travel luggage insurance

- ✓ Cover is provided for any damage to or loss of luggage.
- ✓ We refund the new value in connection with a single insurance policy in the amount of up to € 3,500 and in case of a family insurance policy in the amount of up to € 7,000.
- ✓ If your luggage is delayed at the destination, we refund any urgent replacement expenses depending on the duration of the delay – in the case of a single insurance policy in the amount of up to € 750 and in the case of a family insurance policy in the amount of up to € 1,500.

#### Search and rescue

- ✓ In the event of an accident, distress at sea or in mountains, we refund the search and rescue costs up to € 80,000.

#### Travel medical insurance

- ✓ The insurance covers any acute illness or accident during a journey abroad.
- ✓ We refund the costs for outpatient and inpatient treatment abroad up to € 1,000,000.
- ✓ We will organise your return transport and cover all costs in this connection to the extent this is medically reasonable and justifiable.

#### Travel personal liability

- ✓ The insurance covers the payment of justified claims for damages or the costs of defence against unjustified claims for damages in connection with any damages caused by the insured person as a private person as a lump sum of up to € 750,000.



### What is not insured?

#### General

- ✗ deliberate or gross negligent acts by the insured person
- ✗ journeys which have been undertaken in spite of travel warnings
- ✗ strike or official orders
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments

#### Trip cancellation and trip interruption insurance

- ✗ if the reason for the trip cancellation or interruption already existed or was foreseeable

#### Travel luggage insurance

- ✗ events which are caused by own-fault
- ✗ any damage occurring during the use of the luggage
- ✗ objects serving the pursuit of a profession

#### Travel medical insurance

- ✗ the foreseeable deterioration or the planned treatment of an existing illness
- ✗ treatments that are the exclusive or partial reason for the trip
- ✗ increased risk of accident as a result of physical work
- ✗ expeditions, extreme sports, professional sports, motor sports as well as the participation in national and international sports competitions



### Are there any restrictions on cover?

#### Travel luggage insurance

- ! for jewellery, watches, furs, technical devices
- ! for items left on top or inside of unattended vehicles
- ! regarding camping and caravanning
- ! for items more than 2 years after purchase reimbursement of current value

#### Travel medical insurance

- ! if the insured person does not claim any corresponding payments from the relevant social insurance or if the claims are not covered by a social insurance institution: 20% excess applies to treatments costs as well as costs of transport to the hospital and transfer costs
- ! maximum cover of up to € 500,000 if an existing illness is unexpectedly becoming medically acute
- ! in the case of unexpected commencement of war, civil war, war-like conditions or internal unrest, cover applies until immediate departure, however, no longer than 14 days
- ! Diving only with valid authorisation and to a depth of not more than 40m, mountaineering up to 6000m sea level
- ! use of air vehicles only as passenger on a power-driven aircraft, which are authorised to carry out passenger transportation services, parachuting and paragliding



### Where am I covered?

- ✓ You are covered in **Europe**.  
The tariff "Europe" covers Europe in the geographical sense, all Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Island and Russia.  
Medical benefits cover only applies abroad.  
The country in which you have your place of residence or social insurance is regarded as your home country.



### What are my obligations?

- The insurer must be immediately notified of any insured event and losses must be kept at a minimum.
- You are obliged to contribute to the determination of the facts. In particular, you must provide information as well as the original documents.
- Upon the occurrence of an insured event you must immediately cancel the trip, however, at the latest, in the moment such insured event increases the cancellation costs.
- If an event is covered by travel medical insurance, you must contact the insurer's 24-hour emergency number immediately prior to any treatment on an inpatient basis or any transport home.



### When and how do I pay?

The premium is a one-off premium and must be paid when the policy is taken out and in accordance with the agreed method of payment..



### When does the cover start and end?

Only trips with a duration of up to 31 days are insured. Insurance cover is subject to payment of the premium.

**Trip cancellation insurance:** Insurance cover is provided from the taking out of the insurance. If the policy is taken out later than 3 days after the booking date, only such events are insured that occur after the 10th day after the insurance has been taken out (with the exception of accidents, death or acts of God). Insurance cover terminates upon commencement of your insured journey.

In relation to **any further insurance benefits**, insurance cover is provided upon the commencement of the journey and ends upon returning to such place or the prior expiry of the insurance.



### How do I cancel the contract?

The insurance contract terminates automatically at the end of the trip or if the maximum duration of an insured trip is exceeded.

This insurance product information document is based on the Commission Implementing Regulation (EU) 2017/1469 of 11 August 2017 implementing Directive (EU) 2016/97 of the European parliament and Council of 20 January 2016 on insurance distribution.

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Commercial reg. HG Wien FN 55418y, UID-Nr. ATU 15362408

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna.

Europäische Reiseversicherung AG belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.

## What is this type of insurance?

CoachRailCar-CompleteCover is a travel and trip cancellation insurance for a trip by bus, train, car or motorcycle (incl. ferries). Not for trips by plane or cruise.

## What is insured?

Trip cancellation		
1. Cancellation costs if trip not started (incl. booking charges)	up to the selected travel prices	
<p><b>!</b> If the policy is taken out later than 3 days after the booking date, only such events are insured that occur after the 10th day after the policy has been taken out (except in cases of accident, death or act of God).</p>		
Trip interruption		
2. Reimbursement of booked and unused travel services	up to the selected travel prices	
3. Additional return journey costs	up to 100 %	
Trip delay		
	Single	Family
4. Missed transport means and transfer cover: Additional costs for accommodation and meals	up to € 1,000 incl. subsequent travel costs	up to € 2,000
5. Delayed arrival at home station: Additional costs for taxi journey or accommodation and meals	up to € 350	up to € 700
Travel luggage		
	Single	Family
6. Reimbursement in the event of damage to or loss of luggage incl. sports equipment (e.g. during transport or in the event of theft)	up to € 3,500 New value cover	up to € 7,000
7. Reimbursement of cash after theft	up to € 150	
8. Replacement purchases in the event of delayed luggage at destination or reimbursement of hire charges (e.g. for sports equipment): for luggage delayed for up to 72 hours for luggage delayed for over 72 hours	up to € 300 up to € 750	up to € 700 up to € 1,500
9. Assistance and reimbursement of costs for procuring new documents	up to € 350	up to € 700
10. Assistance and cash advance in the event of theft of payment means	up to € 750	up to € 1,500
Search and rescue		
11. Search and rescue costs in the event of accident and distress at sea or in mountains	up to € 80,000	
Medical services abroad and transport home		
12. Transport to hospital/transfer transport	up to 100 %	
13. Outpatient treatment	up to 100 %	
14. Inpatient treatment	up to € 1,000,000	
15. Transport home if medically necessary (incl. ambulance jet)	up to 100 %	
16. Transport home after 3 days hospital stay, even if not medically necessary (excl. ambulance jet)	up to 100 %	
17. Subsequent travel in case of trip interruption	up to 100 %	
18. Delayed return journey including additional overnight stays	Travel costs up to 100 % Accommodation up to € 1,500	
19. Visit to sick person spending 5 days or more in hospital		
20. Transport of medicines	up to 100 %	
21. Return of children by an escort	up to € 4,000	
22. Funeral transport costs in the event of death or burial on site	up to 100 %	
<b>Maximum payment in respect of 12. to 22. in the event of an existing illness unexpectedly becoming acute</b>	up to € 500,000	
Travel personal liability		
23. Damage to property and personal injury lump sum	up to € 750,000	
Assistance in the event of arrest or threatened arrest abroad		
24. Assistance in procuring a lawyer/interpreter	yes	
25. Advance for lawyer	up to € 3,000	
26. Advance for bail in criminal proceedings	up to € 13,000	
24 hour emergency service and immediate assistance	yes	

## When does the insurance have to be taken out?

The insurance must be taken out prior to the commencement of the journey.

## When does the cover start and end?

Only trips with a duration of up to 31 days are insured.

Trip cancellation insurance: Insurance cover is provided from the taking out of the insurance. If the policy is taken out later than 3 days after the booking date, only such events are insured that occur after the 10th day after the insurance has been taken out (with the exception of accidents, death or acts of God). Insurance cover terminates upon commencement of your insured journey.

In relation to any further insurance benefits, insurance cover is provided upon the commencement of the journey (leaving of the place of residence, second residence or of the place of regular work) and ends upon returning to such place or the prior expiry of the insurance.

## Which contractual basis applies?

The insurance product is subject to the EURO-PÄISCHE travel insurance conditions ERV-RVB 2018. You can find these provisions on page 3 et seq. Austrian law applies insofar as is legally permissible.

## Where am I covered?

You are covered in **Europe**: Europe in the geographical sense, all Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Island and Russia.

Medical benefits cover only applies abroad.

The country in which you have your place of residence or social insurance is regarded as your home country.

## Who is insured?

Insured persons are the persons specifically named in the proof of insurance. **Single**: one person or **Family**: up to 7 persons travelling together, including no more than 2 adults – irrespective of their family relationship.

The insured sums provided under an individual tariff apply for each insured person and, if provided under a family tariff, to all insured persons jointly, such insured sums being the maximum payment of the insurer for all insured events prior and during a trip.

## Who is the insurer?

Europäische Reiseversicherung AG, Registered office in Vienna. Kratochwjlestraße 4, A-1220 Vienna.

Tel.: +43/1/317 25 00, Fax: +43/1/319 93 67. E-Mail: info@europaeische.at, www.europaeische.at, Commercial register HG Wien FN 55418y.

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna.

The Europäische Reiseversicherung AG belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.

## Premiums

Travel price up to	Europe	
	Single	Family
€ 150	€ 14	€ 32
€ 200	€ 20	
€ 300	€ 25	€ 41
€ 400	€ 33	€ 49
€ 500	€ 37	€ 58
€ 600	€ 42	€ 66
€ 800	€ 47	€ 73
€ 1,000	€ 54	€ 82
€ 1,200	€ 63	€ 91
€ 1,400	€ 70	€ 99
€ 1,600	€ 79	€ 108
€ 1,800		€ 117
€ 2,000		€ 124
€ 2,200		€ 131
€ 2,400		€ 139
€ 2,600		€ 146
€ 2,800		€ 155
€ 3,000		€ 164

## What do you need to consider in connection with the payment of the premium?

The premium depends on the insured person(s) (single or family) and the insured trip price. The premium must be paid when the insurance is taken out.

## What has to be done if an insured event occurs?

- **Trip cancellation:** Please cancel immediately at the place where you made your booking (e.g. travel agency), in order to keep the cancellation costs to a minimum. At the same time please inform the Europäische Service Center. In the event of sickness/accident please have a detailed medical certificate or accident report made out.
- **Trip interruption:** In the event of serious illness or physical injury caused by an accident a medical certificate has to be submitted. The medical certificate must contain the diagnosis and the treatment data of a local doctor at the place of stay. If you require assistance in the organisation of your return journey, please call immediately using the emergency number.
- **Trip delay:** The cause of the missed departure or the delay is to be confirmed by the respective transport carrier. Please keep the invoices for the costs incurred (e.g. taxi journey or accommodation and meals).
- **Travel luggage:**
  - **Damage or loss:** It is essential that you obtain written confirmation of the event of damage on site - for example from the transport company in the event of damage during transport.

- **Delayed luggage at destination:** It is essential that you obtain confirmation of the delay from the transport company and keep the receipts for the replacement purchases and tickets.

- **Theft:** It is essential that you obtain confirmation of the theft on site from the local police. Please enclose a list of lost items, which is to be confirmed by the police too.

If you require assistance in the organisation of replacement documents or if you need an advance payment in case of theft of payment means, please call immediately using the emergency number.

- **Search and rescue:** Have the search and rescue crew forward the report from the entity that carried out the search and rescue operation to us. Retain invoices of the costs incurred as well as a copy of the written record of the search and rescue operation.
- **Travel medical insurance:**
  - **Transport home or inpatient treatment:** Please call immediately using the emergency number. We will organise your transport home and provide the hospital abroad with a guarantee of assumption of costs.
  - **Outpatient treatment:** We will reimburse you for the costs, less the social insurance portion. To that end, please send doctors' and hospital bills to the social insurance organisation as quickly as possible. After the processing of any claims has been completed there, send the documents on to Europäische.
- **Travel personal liability:** Do not give any acknowledgement of fault to the injured party, either in the form of written or verbal commitments or payments.
- **Assistance in the event of arrest or threatened arrest abroad:** Please call immediately using the emergency number.

You will find a detailed summary of "What to do if an insured event occurs" at [www.europaeische.at/service/schadensmeldung](http://www.europaeische.at/service/schadensmeldung).

In an **emergency**, please call immediately our

**24 hour emergency number**  
**+43/1/50 444 00**

Please notify **other insured events** as quickly as possible, by

- **Online Claim Report** at [www.europaeische.at](http://www.europaeische.at)  
Please select the claim report and type of insured event and fill in our online claim form. You will immediately receive a reply by email with your claim number and instructions on how to proceed.
- **E-Mail** to [schaden@europaeische.at](mailto:schaden@europaeische.at)
- **Fax** to +43/1/319 93 67-73930
- **Post** to Europäische Reiseversicherung AG,  
attn. Complaints Department, Kratochwilstraße 4, A-1220 Vienna

**Claim Reports** can be downloaded from [www.europaeische.at](http://www.europaeische.at).  
If you have any **queries** please call: Tel: +43/1/317 25 00-73930.

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We wish you a relaxing holiday and an exciting and eventful trip. Whatever your plans may be, return safely.

**Europäische Reiseversicherung AG**



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB 2018 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB 2018“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## EUROPÄISCHE travel insurance conditions ERV-RVB 2018 Extract for CoachRailCar-CompleteCover

Please note, that only those parts shall apply which correspond to the scope of benefits of your insurance package.  
Unless these insurance conditions provide otherwise, any reference to a person in the masculine refers to men and women equally.

### General section

#### Article 1

#### Who is insured?

Insured persons are the persons specifically named in the proof of insurance.

With the family tariff, up to seven persons travelling together, not more than

two of whom may be adults (18th birthday has occurred before the day of the start of trip) can be specifically named as insured persons. These persons do not have to be related to each other. It is not necessary for them to live at the same address.

#### Article 2

#### Where does the insurance cover apply?

1. The insurance cover applies in the agreed local area of application.



2. If the agreed local area of application is "Europe" (according to tariff), the insurance cover extends to Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Islands and Russia.
3. Exceptions: Art. 27 and 39 shall apply only abroad, Art. 28 only in the home country.  
The country in which the insured person has (his) place of residence or social insurance is regarded as that person's home country. "Abroad" is deemed to be the agreed local area of application excluding the home country.

#### Article 3

##### When does the insurance cover apply?

1. The insurance cover shall apply to one journey up to the selected duration of insurance.
2. The insurance cover begins with the leaving of the place of residence, second residence or of the place of regular work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance.
3. The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (however, compare Article 4, Sec. 2.) and shall end upon the start of the trip.
4. The conclusion of more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer.

#### Article 4

##### When does the insurance have to be taken out?

1. Insurance must be taken out before the start of the journey.
2. Policies that provide for trip cancellation benefits must be taken out on the booking date or within three days upon booking.  
If the policy is taken out later than 3 days after the booking date, only such events are covered by the trip cancellation insurance policy that occur after the 10<sup>th</sup> day after the policy has been taken out (except in cases of accident, death or act of God as described in Art. 14).
3. It is not possible to prolong the insurance protection after the start of the journey.

#### Article 5

##### When does the premium have to be paid?

The premium shall be paid upon conclusion of the insurance agreement.

#### Article 6

##### What is not insured (exclusions)?

1. No cover is provided in respect of events which
  - 1.1. are caused deliberately or with gross negligence by the insured person; travel personal liability insurance cover shall not apply only if the insured person deliberately and unlawfully causes the event for which he is liable to the third party. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
  - 1.2. occur in the context of participation in navy, military or air force services or operations;
  - 1.3. are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - 1.4. are connected with war, civil war, war-like conditions or internal unrest or which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured person is unexpectedly overtaken by any of these events during the insured trip, cover applies until immediate departure, and as a maximum until the 14th day after the start of the event in question. In any event no cover applies in respect of active participation in war, civil war, war-like conditions and internal unrest;
  - 1.5. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.6. occur in the context of the committing or attempted committing by the insured person of actions which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
  - 1.7. are caused by strike;
  - 1.8. are caused by the suicide or attempted suicide of the insured person;
  - 1.9. occur in the context of participation in expeditions, or at altitudes of over 6,000 m above sea level;
  - 1.10. are caused as a result of official orders;
  - 1.11. occur when the insured person is exposed to an increased risk

of accident as a result of physical work, working with machinery, handling substances which are corrosive, poisonous, highly flammable, explosive or hazardous to health (not applicable in respect of trip cancellation). Normal activities in the context of a period of residence as an au pair and in the hospitality and hotel industry are insured in all cases;

- 1.12. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.13. are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medications;
  - 1.14. result from the use of air vehicles (e.g. power driven aircraft, gliders, hang gliders, free balloons), except result from the use of parachutes and paragliders or as passenger on a power driven aircraft, which are authorised to carry out passenger transportation services. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft (not applicable in respect of trip cancellation);
  - 1.15. arise in the context of participation as driver, co-driver or passenger of a motor vehicle in the context of driving events, including the training and qualifying trips associated therewith, in the context of which the main focus is on travelling a prescribed distance in the fastest possible time, or dealing with obstacles or difficult terrain, or in the context of motorised journeys on racing tracks (not applicable in respect of trip cancellation);
  - 1.16. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
  - 1.17. occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (not applicable in respect of trip cancellation);
  - 1.18. arise in the context of diving, if the insured person does not have any internationally valid authorisation for the depth in question except in the context of participation in a diving course with authorised diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m (not applicable in respect of trip cancellation);
  - 1.19. occur in the context of the exercise of an extreme sport (not applicable in respect of trip cancellation);
  - 1.20. occur in the course of driving a motor vehicle, if the driver has not obtained the relevant authorisation to drive such motor vehicle or a motor vehicle of the same type, which is legally required in the country in which the event occurred; this applies even if the vehicle is not being driven on roads with public transport.
2. No cover applies insofar as and for as long as such cover is opposed by economic, commercial or financial sanctions or embargos of the European Union or the Republic of Austria which are directly applicable to the contracting parties. This applies also in respect of economic, commercial or financial sanctions or embargos which are imposed by other countries, insofar as this is not opposed by European or Austrian legal requirements.
3. Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15, 24, 29, 33 and 36.

#### Article 7

##### What do the sums insured mean?

1. The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during the insured trip.
2. In the case of the family tariff, the insured sum in question applies jointly to all insured persons.
3. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

#### Article 8

##### What obligations have to be observed to maintain the insurance cover (duties)?

1. The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
The policy holder or the insured person must
  - 1.1. as far as possible avoid events insured against, keep any losses to a minimum, avoid unnecessary costs and follow any instructions given by the insurer;
  - 1.2. immediately inform the insurer about the event insured against;
  - 1.3. provide the insurer with full information about the damaging event and the amount of the loss;

- 1.4. as far as possible contribute to the determination of the facts, truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
  - 1.5. ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
  - 1.6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
  - 1.7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
  - 1.8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, [...] doctors' and hospital certificates and invoices, proofs of purchase etc.
2. In addition to these general obligations, special obligations are set out in Articles 16, 31 and 37.

#### Article 9

##### How do declarations have to be made?

All declarations and information provided by the policyholder, the insured person, or other third parties in connection with the insurance contract require the written form in order to be valid (in writing, but without signature). The declarations and information must be received by the recipient, and must be capable of being permanently preserved by the recipient (by printing out or storage, as in the case of fax or email, but not SMS messages), and the identity of the person making the declaration must be clearly evident from the text. Written declarations and information (with signature) are of course also valid, but verbal declarations and information are invalid.

#### Article 10

##### What applies in the event of entitlements from other insurance policies (subsidiarity)?

All insurance benefits are subsidiary. Insofar as compensation can be claimed in the insured event from other private or social insurances, the latter payment obligations take precedence. The entitlements of the insured person are not affected or impaired by this. If the insured person reports the insured event to the insurer, the insurer will make advance payment and settle the claim on a conditional basis.

#### Article 11

##### When is the compensation due?

The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer.

However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month.

If the duty of payment has only been established in terms of its basis, the entitled party can demand advance payments up to the minimum amount payable by the insurer on the basis of the nature of the case.

#### Article 12

##### When can insurance claims be assigned or pledged?

Insurance claims can only be assigned or pledged if they have been finally determined in terms of reason and amount.

#### Article 13

##### What law is applicable?

Austrian law applies insofar as is legally permissible.

### Special section

#### A: Trip cancellation and trip interruption

#### Article 14

##### What is insured?

1. The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. The following provisions in relation

to journeys (in particular transportation and/or accommodation apply to other tourism services and/or activities mutatis mutandis).

2. An insured event shall be if the insured person cannot commence, is completely prevented from making use of separately booked tourism services and/or activities or has to break off the trip for one of the following reasons

- 2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);

- 2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;

- 2.3. pregnancy of the insured person, if the pregnancy is only determined after the policy has been taken out. If the pregnancy has already been determined before the policy has been taken out, the cancellation costs shall only be covered if a premature birth occurs up to and including the 35<sup>th</sup> week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;

- 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or other persons in a close personal relationship with the insured person (this persons must be specifically named to the insurer in written form when the policy is taken out; per insured person a total of two closely related persons may be named), making the presence of the insured person absolutely necessary;

- 2.5. serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;

- 2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;

- 2.7. call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the booked journey as a reason for postponing the call-up;

- 2.8. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court before the insured trip to be undertaken jointly by the spouses concerned;

- 2.9. in the case of registered life partnerships, the submission of a petition for dissolution (in the case of amicable separation, the corresponding application) before the insured trip to be taken jointly by the partners concerned;

- 2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence before the insured trip to be undertaken jointly by the partners concerned;

- 2.11. failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least three years, by the insured person immediately before the date of an insured trip booked before the examination;

- 2.12. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.

- 2.13. fracture or technical defect of prostheses of the insured person, if this necessarily results in incapacity to undertake the booked trip;

- 2.14. organ transplant of the insured person as donor or recipient;

- 2.15. unexpected serious illness, serious physical injury caused by an accident or death of
  - the person who has been entrusted, in place of the insured person and for the duration of the trip, with the care of family members who are of minority age or in need of care, and who are not co-travellers, if as a result the provision of such care is not possible,
  - the employee or colleague in the same company who is deputising for the insured for the duration of the trip, making the presence of the insured person absolutely necessary;

- 2.16. resignation of the employee or colleague in the same company who is deputising for the insured person for the duration of the trip, as a result of which the presence of the insured person is urgently necessary;

- 2.17. dissolution of life partnership (existing for at least six months, not necessarily living at the same address) before the insured joint trip of the partners affected (an affidavit must be provided by the affected partners);

- 2.18. abduction or disappearance of a family member of the insured person (police notification necessary);
  - 2.19. criminal act involving threat or use of force against the insured person;
  - 2.20. significant financial damage (valued at over € 5,000) to the property of the insured person as a result of a crime against property (theft, damage to property etc.) or accident within one month prior to the start of the trip;
  - 2.21. theft of travel tickets, passport (with sufficient validity for the booked trip) or driver's licence (for self-drive trips) of the insured person, if these are needed for the trip and replacements cannot be procured in time;
  - 2.22. damage (not breakdown) or theft of the private vehicle in which the trip is to be carried out, caused by a third party or due to an accident, occurring immediately before or during the trip, if as a result the trip cannot be carried out as planned (i.e. repair cannot be completed in time);
  - 2.23. traffic accident involving the private vehicle on the direct way to the railway station/[...]/port, if the booked regular departure for the insured trip is missed as a result;
  - 2.24. unexpected serious illness, serious physical injury caused by an accident or death of a dog, cat or horse (pets) whose permanent owner is the insured person, making the presence of the insured person absolutely necessary for the care of the pet;
  - 2.25. necessary neighbourly assistance by the insured person in the event of a disaster (flood, landslide, accumulation of flood debris, avalanche, earthquake, snow pressure, hurricane, landslide);
  - 2.26. necessary disaster aid by the insured person as a member of the fire service or rescue service;
  - 2.27. calling of the insured person to a military exercise of the Federal Army, provided the trip booking is not accepted as a reason for non participation;
  - 2.28. unforeseen taking up of a new employment relationship by the insured person, if the insured trip takes part in the first six months of the new professional activity; employment relationship designates an employment relationship between the employee and the employer which is subject to payment of social insurance contributions and is governed by an employment contract. Cover is provided in respect of employment relationships that are subject to payment of social insurance contributions and where the working week is at least 15 hours, envisaged for a period of at least one year;
  - 2.29. necessary repetition by the insured person of a failed examination at a school/university, if the repeat exam is unexpectedly held in the trip period or within 14 days of the planned end of the trip, and the trip has been booked before the date of the examination which has not been passed;
  - 2.30. non advancement of a pupil to the next school grade, if the trip in question is a class trip;
  - 2.31. failure in a final examination class of an educational course of at least 3 years' duration by the insured person, immediately before the travel date for the insured trip;
  - 2.32. cancellation of a wedding which was the reason for the insured person's trip. If several insurance contracts are affected by the cancellation, a maximum of € 40,000 is reimbursed for each cancelled wedding;
  - 2.33. short-time work of the insured person on the basis of economic difficulties which are not seasonally determined in the business in which the insured person is employed if, as a result, the normal gross salary is reduced by at least 35% for a period of at least three successive months;
  - 2.34. unforeseeable rejection of the insured person's visa which is necessary for the trip, for which the insured person is not to blame;
  - 2.35. adoption of a child of minority age by the insured person;
  - 2.36. unexpected incapacity of the insured person to perform sports, due to illness or accident, if as a result he cannot participate in booked sports activities which were the main reason for the trip;
  - 2.37. unexpected scheduling or rescheduling of the date for a surgery;
  - 2.38. unexpected scheduling or rescheduling of a treatment on an inpatient basis in a clinic for rehabilitation.
3. The insured event shall apply to the insured person concerned, that person's co-travelling family members with equivalent insurance, and additionally per event for a maximum of six further co-travelling persons with equivalent insurance.  
Any person who is similarly insured for such events with Europäische Reiseversicherung AG Wien is deemed to have equivalent insurance.
4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children, adopted children), the parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), the siblings, stepsiblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### Article 15

##### What is not insured (exclusions)?

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the trip interruption already existed or was foreseeable at the start of the journey;
2. the travel company withdraws from the travel agreement;
3. the reason for trip cancellation is connected with a pandemic or epidemic.

#### Article 16

##### What obligations have to be observed to maintain the insurance cover (duties)?

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:

The policy holder or the insured person must

1. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;
2. report the event insured against to the insurer immediately, stating the reason for cancellation/interruption;
3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);
4. immediately send the following documents to the insurer:
  - proof of insurance;
  - for trip cancellation: cancellation costs invoice and claim form completed in full;
  - booking confirmation
  - unused or rebooked travel documents [...];
  - documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate)
  - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

#### Article 17

##### How much is the compensation?

The insurer shall refund up to the agreed insured sum

1. in the event of cancellation of the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event, and any official charges that the insured person can prove that he has paid for the grant of a visa.  
Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were invoiced on the date on which the trip was booked, are stated separately on the booking confirmation, and have been taken into account in the amount of the selected sum insured:
  - [...];
  - package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.
 Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked: maximum € 25 per person or maximum € 50 per booking/family;
2. in the event of trip interruption,
  - 2.1. the paid but unused parts of the insured trip (excluding the return ticket);
  - 2.2. the additional travel costs incurred by the premature return. This includes the costs incurred through the unusability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked.



3. if separately booked tourism services and/or activities cannot be used in full during the journey, the cancellation costs due under the respective contract. The separately booked tourism service and/or activity (e.g. tickets for events, sports events or excursions) must have already been booked prior to commencing the journey, the booking confirmation must include the respective price, which must have been considered in connection with the amount of the selected insured sum.

No reimbursement is paid for gun fees and hunting licences in the context of hunting trips.

## **B: Trip delay**

### Article 18

#### **What costs are reimbursed if a means of transport is missed?**

1. Insured event  
An insured event shall be if the journey to the railway station/[...]/port can be shown to have been delayed for one of the following reasons and as a result the booked regular departure/the booked regular flight is missed through no fault of the insured person:
  - 1.1. accident or traffic accident to the insured person on the direct route to the station/[...]/port;
  - 1.2. technical defect in the private vehicle used on the direct route to the station/[...]/port;
  - 1.3. delay of a public means of transport [...] of at least two hours (based on the delayed arrival at the destination);
 The facts are to be confirmed by [...] the respective transport carrier.
2. No cover is provided in the event of natural disasters, flight bans, airport closures, road blocks, tailbacks, flight delays where the full journey ticket has been booked and the minimum transfer times have not been observed.
3. Compensation  
Refund shall be made of the necessary and proven additional costs for necessary accommodation, meals and subsequent travel up to the agreed insured sum.

### Article 19

#### **What costs are reimbursed in the event of delayed arrival at the home railway station [...]**

1. Insured event  
An insured event shall be if the booked arrival at the home railway station/[...] is shown to have been delayed, and as a result the return journey from the railway station/[...] to the place of residence according to the original plan is impossible or unreasonable without an overnight stay.
2. Compensation  
Refund shall be made of the necessary taxi costs or, instead, the necessary and proven additional costs for the necessary overnight stay and board up to the agreed insured sum.

## **C: Travel luggage**

### Article 20

#### **What is insured?**

The insured event is damage to or loss of the insured items

- as a result of proven foul play (e.g. theft);
- as a result of natural hazards or fire;
- as a result of a traffic accident (except if the insured person is at fault);
- while in the safekeeping of a transport company, a guarded cloakroom or luggage storage facility.

### Article 21

#### **What items are insured and what are the requirements for insurance cover?**

1. All objects (but see Sec. 2. and Sec. 3.) usually taken or acquired for personal private use on journeys shall be insured.
2. The following objects are only insured subject to the following conditions
  - 2.1. jewellery, watches, furs, technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments and sports equipment (bicycles, surfboards, skis etc.), if they
    - are transported securely in personal custody and supervised such that they cannot be removed by third parties without overcoming an obstacle;
    - are handed over to an accommodation business, a guarded cloakroom or luggage storage facility;

- are kept in a closed and locked room and all existing security facilities (safes, cupboards etc.) are used;
- are carried or used in accordance with their purpose (sports equipment: see Art. 24, Sec. 3.).

#### 2.2. In the custody of a transport enterprise:

Technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments and sports equipment (bicycles, surfboards, skis, etc.), if they are delivered to a transport enterprise in a locked container. Insurance shall not extend to jewellery, watches and furs.

#### 2.3. Money is insured up to the agreed insured sum if it can be proven that it result from foul play (e.g. theft).

#### 3. Insurance shall not extend to

- 3.1. cheques, debit and credit cards, securities, tickets, deeds and documents of all kinds, animals, antiques, objects of primarily artistic or collector's value and removals goods;
- 3.2. motorised land, air and water vehicles, sailing boats, hang-gliders, paragliders, kites, ice yachts, sailing boats and accessories, spare parts and special equipment for such;
- 3.3. objects serving the pursuit of a profession, such as commercial goods, sample collections, tools, instruments and PCs (e.g. laptops);
- 3.4. weapons including accessories.

### Article 22

#### **What insurance cover is provided in or on unattended parked motor vehicles (vehicle trailers)?**

1. A motor vehicle (vehicle trailer) shall be deemed to be parked unattended if neither the insured person nor a reliable person appointed by him and known to him by name is permanently present at the motor vehicle (vehicle trailer) to be secured. Surveillance at a place open to general use shall not be regarded as attendance.
2. Insurance cover is provided in respect of items if it is not possible or reasonable for them to be kept in the accommodation or luggage, and if the motor vehicle (vehicle trailer) has demonstrably not been parked for longer than twelve hours, and
  - 2.1. they are located in a locked internal space or boot permanently circumscribed by metal, hard plastic or glass and secured by lock, and all existing security devices are used. They must be kept in the car boot if such is available and storage therein is possible, otherwise they must be kept in such a way that they cannot be seen from outside;
  - 2.2. the items are kept in a metal or hard plastic container or in a roof box. They must be locked, fixed to the motor vehicle and not removable by unauthorised persons without the use of force (steel rope lock alone is not sufficient).
3. On a two wheeled motor vehicle, the travel luggage transported shall be kept in a closed and locked metal or hard plastic container, that cannot be opened or removed by unauthorised persons without application of force. The other provisions of Secs. 1. and 2. shall apply mutatis mutandis.
4. No insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments, sports equipment (bicycles, surfboards, etc.), jewellery, watches and furs in unattended parked motor vehicles (vehicle trailers).

### Article 23

#### **What insurance cover is provided in the context of camping or caravanning?**

1. Insurance cover in tents or while camping shall apply only to official camping sites established and recognised by public authorities, clubs or private enterprises.
2. Insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments, sports equipment (bicycles, surfboards, etc.), jewellery, watches and furs, if they are handed over to the camping site management for safe keeping or are located in a motor vehicle (vehicle trailer) or caravan, and the condition in Art. 22, Sec. 2.1. is satisfied.

### Article 24

#### **What is not insured (exclusions)?**

No cover is provided in respect of events which

1. result from the natural or faulty condition, wear and tear, faulty



- packaging or faulty closure of the insured objects;
- 2. are caused by own-fault, forgetting, leaving behind, losing, mis-placing, dropping, leaving, defective storage or defective attendance;
- 3. occur to the insured items (sports equipment, musical instruments, etc.) when in use;
- 4. constitute a consequence of insured events (e.g. costs of changing locks if a key is stolen).

#### Article 25

##### How much is the compensation?

1. In the insured event, the insurer shall refund up to respective agreed insured sum as follows:
  - 1.1. within two years following the purchase of the respective insured object
    - the new value in the event of destruction or loss;
    - the necessary repair costs in the event of damage, however, no more than the new value;
  - 1.2. more than 2 years after purchase of the respective insured object
    - the current value in the event of destruction or loss;
    - the necessary repair costs in the event of damage, however, no more than the current value;
  - 1.3. the material value for damaged, destroyed or lost films, sound and data carriers and the like;
  - 1.4. the new value of consumable items (e.g. cosmetic products, perfume), considering the usual consumption.
2. The new value is deemed to be the repurchase price of the insured items on the date of the damage. If the repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.
3. The current value is deemed to be the repurchase price of the insured items on the date of the damage less a reduction in value for age and wear and tear.
4. The insurer shall waive the defence of under-insurance.

#### Article 26

##### What additional insurance cover is provided?

1. Replacement purchases in the event of delayed luggage at destination  
The necessary outlays for essential replacement items for personal use are reimbursed in the event of delayed arrival of luggage at the destination, up to the agreed insured sum (does not apply at the place of residence).
2. Assistance and reimbursement of costs for procuring new documents  
If, as the result of an event insured against (pursuant to Art. 20), documents which are needed during the trip (e.g. passport, personal ID, visa, driver's licence, permit) are lost during the trip, the insurer will assist in the procurement of replacements, and will pay the official charges to be paid, up to the agreed insured sum. In respect of travel tickets made out in the name of the insured person, the insurer will pay the costs of having a replacement ticket made out.
3. Assistance and cash advance in the event of theft of payment means
  - 3.1. Insured event  
An insured event shall be if the insured person is in a financial emergency during a journey because his payment means are lost as the result of an event insured against (pursuant to Art. 20).
  - 3.2. Insurance benefit  
The insurer shall establish contact between the insured person and his own bank, shall assist in the transfer of the amount made available by the insured person's bank and shall bear the costs of the transfer of the money.  
If contact cannot be made with the insured person's bank within 24 hours, the insurer shall make an advance up to the agreed insured amount and shall bear the costs of the transfer of the money. The advance shall only be granted against confirmation of receipt and an undertaking to repay.
  - 3.3. The insured person's duties  
The insured person undertakes to repay the advance to the insurer within two weeks after return from the journey, at the latest however within two months after receipt of the payment.

## D: Medical services abroad

#### Article 27

##### What is covered abroad?

1. An insured event is an acute illness, the occurrence of physical injury caused by an accident or the occurrence of the death of the insured person during a journey abroad.
2. The insurer will reimburse, up to the agreed insured sum, the necessary proven costs in respect of

- 2.1. transport to the nearest hospital and a transfer transport necessary for medical reasons organised by the insurer;
- 2.2. outpatient medical treatment including medically prescribed medicines and dental treatments for the relief of pain (including simple fillings);
- 2.3. inpatient treatment in a hospital including medically prescribed medicines. The hospital in the country of stay must be generally recognised as a hospital and under permanent medical supervision. Use shall be made of the hospital at the place of stay or the nearest hospital. If the hospital stay is expected to last longer than three days, the insurer shall be notified as soon as possible, otherwise the insurance cover shall be withdrawn or the benefits reduced.  
If the return journey is not possible for reasons of lack of transport capacity, the insurer reimburses the costs of treatment up to the day on which there is transport capacity, but not for longer than 90 days from the occurrence of the insured event;
- 2.4. the return transport of the insured person organised by the insurer, as soon as medically reasonable and justifiable, by way of a medically adequate means of transport (including ambulance jet), to the country of residence;
- 2.5. home transport after three days' hospital stay at the request of the insured person even if not medically necessary, organised by the insurer, as soon as is medically reasonable, depending on the condition of the insured, by rail, coach, ambulance or plane, if necessary accompanied by a doctor (but not by ambulance jet) to the country of residence;
- 2.6. a subsequent journey to rejoin the travel group for the insured person and one insured person travelling with the insured person, if they are temporarily not able to continue the booked tour because of illness or accident. The subsequent journey costs are reimbursed on the basis of the most favourably priced means of transport that can be used, up to the value of the travel benefits not yet used less the return journey costs, as a maximum;
- 2.7. the delayed return journey (travel and accommodation costs) of the insured person and one insured person travelling with the insured person to the country of residence, if they have to extend the booked stay because of illness or accident of the insured person. The reimbursement of the additionally arising accommodation costs is based on the quality of the booked accommodation. The additional return journey costs arising as a result of the non usability or only partial usability of booked return [...] tickets or other travel documents are reimbursed on the basis of the most favourably priced means of transport that can be used;
- 2.8. a visit to the sick insured person, if the hospital stay abroad is of more than five days' duration. The insurer organises travel for a person closely connected to the insured person, but who is not a co-traveller, to the place of the hospital stay and from there back to the place of residence, and pays the costs on the basis of the most favourably priced means of transport that can be used, and the costs of appropriate accommodation;
- 2.9. medically urgently necessary transport of medicines and serum from the nearest place of storage;
- 2.10. the journey of a person instructed by the insured person to the place of stay and back to the place of residence of the insured person, if as a result of an insured event the insured person requires an assisting person to bring his minor children travelling with him home;
- 2.11. the transfer of the deceased in standard manner to the country of residence or instead burial at the place of the event (not to exceed the costs of a transfer in the standard manner);
- 2.12. in the event of transport to hospital, transfer transport, home transport and return journey, the necessary and proven transport costs of baggage taken by the insured person and the insured co-traveller with them on the trip.
3. Unexpected complications of pregnancy and unexpected premature birth are covered up to the 35th week of pregnancy inclusive, and the costs listed in Sec. 2 are reimbursed in respect of the newborn child within the insured sum as agreed for the insured mother.
4. The insurer shall, where necessary, provide the hospital abroad with a guarantee of assumption of costs up to the insured sum specified in the insurance document. If an advance payment is necessary in this connection – or in connection with the benefits according to Sec. 2.1. or 2.4. – and if the amounts spent by the insurer are not the responsibility of a health insurance fund or a third party, or are not to be paid by the insurer on the basis of this agreement, the insured person shall refund such to the insurer within one month after submission of invoice.

5. The doctors' and/or hospital invoices must contain the name, date of birth of the insured person and the type of illness and treatment. The invoices or vouchers must be issued in German, English, Italian, Spanish or French. If this is not the case, the costs of translation shall be charged.
6. The benefits shall be paid in Euro. The conversion of foreign currencies shall, if evidence of the purchase of such currencies is provided, apply the evidenced rate of exchange. If no evidence is provided, the exchange rate according to the Official Journal of the Austrian Fiscal Administration at the time of the insured event shall apply.
7. If the insured person holds a social or private health insurance for the benefits pursuant to Secs. 2.1. to 2.3., he shall first file his claims with such insurance. If he fails to do so or he does not hold such an insurance, the insurer's benefits shall be reduced by 20 %.

#### Article 28

##### What is covered in the home country?

In respect of events insured against that occur in the home country, the insurer will reimburse, up to the agreed sum insured (for abroad), the proven costs in respect of

1. for transfer transport in the home country to the hospital closest to the place of residence, provided that the hospital in which the insured person is treated is at least 50 km and at maximum 1.000 km from the insured person's place of residence and a hospital stay exceeding five days is to be expected, and the doctors providing treatment agree to a transfer;
2. a visit to a sick person, if the hospital stay abroad lasts longer than five days and there is no transfer transport (see Sec. 1). The insurer shall organise the journey of a not co-travelling person close to the insured person to the place of the hospital stay and back to the place of residence, and shall assume the costs for the favourably priced means of transport to be considered. The costs of the stay shall be refunded up to the agreed insured sum;
3. for the transfer of deceased persons in standard manner.

#### Article 29

##### What is not insured (exclusions)?

No cover is provided in respect of

1. treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned;
2. treatment that is the exclusive or partial reason for the start of the trip;
3. use of curative facilities tied to the place (spas);
4. preserving or prosthetic dental treatment;
5. provision of remedies (e.g. sight and hearing aids, dental braces, supports and prostheses of all kinds);
6. abortions and complications of pregnancy and childbirth arising after the 35th week of pregnancy;
7. vaccinations, medical expert reports and confirmations;
8. check-up examinations and follow-up treatment (e.g. therapy);
9. special benefits in the hospital such as single room, television, TV, rooming-in, etc.;
10. cosmetic treatments;
11. bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on his body, unless an insured event was the cause thereof. If an insured event was the cause thereof, Art. 6, Sec. 1.12. does not apply in the context of treatment.

#### Article 30

##### What cover is provided in the context of existing illnesses and consequences of accidents?

An existing illness or consequence of an accident is covered if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Art. 29. In this case the costs as stated in Articles 27 and 28 are generally reimbursed for existing illnesses up to the agreed insured sum.

#### Article 31

##### What obligations have to be observed to maintain the insurance cover (duties)?

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:

In the event of inpatient treatment, extensive outpatient treatment, home transport, transfer of deceased or burial at the place of the event, contact is to be made immediately using the insurer's 24-hour emergency number. Any organisational measures in connection with these benefits must be made by the insurer; otherwise, no costs will be refunded.

## E: Search and rescue

#### Article 32

##### Which search and rescue costs are refunded?

1. Insured event  
The insured person must be recovered because he has suffered an accident, is in distress in the mountains or at sea or there is a justified assumption of one of the situations.
2. Compensation  
The insurer shall refund up to the insured sum the proven costs of the search for the insured person and his transport to the nearest trafficable road or to the nearest hospital if medically necessary.

#### Article 33

##### What is not insured (exclusions)?

No cover is provided in respect of

1. pathological disorders in consequence of mental reactions (e.g. psychoses, neuroses), even if these were caused by the accident;
2. accidents which occur in consequence of a mental disorder or loss of consciousness, or as a result of epileptic or other seizure of the insured person.

## F: Travel personal liability

#### Article 34

##### What is insured?

1. The insured event shall be a damaging event caused by the insured person as a private person during a journey and which gives rise or may give rise to obligations to pay compensation on the part of the insured person (see Secs. 3. to 5.).
2. Several damaging events based on the same or a similar cause shall be deemed to be one insured event.
3. In the insured event, the insurer shall assume
  - 3.1. the performance of the obligations to pay damages incurred by the insured person as a result of damage to property and/ or persons and the resulting financial damage on the basis of statutory liability provisions of a civil law content (hereinafter the obligation to pay damages). Purely financial losses are not insured.
  - 3.2. The costs for determining and defending a claim for damages raised by a third person within the limits of Art. 35.
4. Damage to property shall be damage or destruction of physical objects. Damage to persons shall be damage to health, physical injury or the killing of persons.
5. The insurance shall extend to obligations to pay damages on the part of the insured person resulting from the risks of daily life (with the exception of a business, professional or commercial activity), in particular
  - 5.1. resulting from the use of bicycles;
  - 5.2. resulting from the non-professional pursuit of sport, excluding hunting;
  - 5.3. resulting from the authorised possession of thrusting and cutting weapons and firearms and the use thereof as sports equipment and for purposes of self-defence;
  - 5.4. resulting from the keeping of small animals, excluding dogs and exotic animals;
  - 5.5. resulting from the occasional use but not the possession of electric and sailing boats, provided that the steersman holds the licence necessary for the use of the boat;
  - 5.6. resulting from the use of other non-motorised water vehicles and non-motorised model ships and aircrafts (the latter up to 5 kg);
  - 5.7. in the use (excluding wear and tear damage) of rented residential premises and other rented premises and the inventory contained therein.

#### Article 35

##### What costs are reimbursed?

1. If an all-in insured sum is agreed, this shall apply to damage to property and persons together.
2. The insurance shall cover the judicial and extra judicial costs appropriate to the circumstances for determining and defending a claim for damages alleged by a third party, even if such claim proves to be unjustified.
3. The insurance also covers the costs of the defence conducted on the instructions of the insurer in criminal or disciplinary proceedings. Costs pursuant to Secs. 2 and 3 and ambulance costs shall be set off against the insured sum.
4. If the settlement of a claim for damages demanded by the insurer fails as a result of the resistance of the policy holder or the insured

person, and if the insurer declares by registered letter that it holds its contractual share of the damages at the disposal of the injured party, the insurer shall not bear responsibility for the additional expenditure incurred following the said declaration with respect to the main claim, interest and costs.

#### Article 36

##### What is not insured (exclusions)?

1. The insurance shall not extend to claims for damages resulting from damage caused by the insured person or persons acting for him through the possession or use of
  - 1.1. air vehicles or aircraft;
  - 1.2. land or water vehicles or their trailers bearing an official registration number or which ought to bear such according to the provisions applicable in Austria;
  - 1.3. motor driven water vehicles (except for Art. 34, Sec. 5.5.).
2. Nor shall insurance cover apply to
  - 2.1. compensation obligations of the insured person arising from the hazards of any business, professional or commercial activity;
  - 2.2. claims going beyond the scope of statutory compensation obligations by virtue of a contract or a particular undertaking;
  - 2.3. the performance of contracts and substitute performance;
  - 2.4. damage suffered by the insured person himself and his family members (spouse, relatives in the direct ascending and descending line, parents-in-law, adoptive and step-parents, siblings living in the joint household; extra-marital communities shall be the equivalent to marital communities in their effects;
  - 2.5. damage caused by pollution or disturbance to the environment.
  - 2.6. damage arising in connection with a psychological disease of the insured person.
3. Insurance shall not extend to obligations to pay damages as a result of damage to
  - 3.1. objects borrowed, rented, leased, hired or taken into custody by the insured person or persons acting for him (excluding Art. 34, Sec. 5.7.);
  - 3.2. objects where the damage is incurred during or as a result of their use, transportation, processing or other activities on or with them;
  - 3.3. objects as a result of gradual emission or gradual effect of temperature, gases, vapours, liquids, humidity or non-atmospheric precipitation, and damage resulting from nuclear events and contamination by radioactive materials.
4. Obligations to pay damages resulting from the loss or misplacement of physical objects are not covered.
5. Damaging events the cause of which takes place in the time before the start of the insurance are not covered.

#### Article 37

##### What obligations have to be observed to maintain the insurance cover (duties)?

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:

The policy holder or the insured person shall in particular notify the insurer of

1. the assertion of a claim for damages;
2. the service of a penal order and the commencement of criminal, administrative penal or disciplinary proceedings against the policyholder or the insured person;
3. all measures taken by third parties for the judicial assertion of claims for damages.

The policy holder or the insured person shall not be entitled to acknowledge or settle a claim for damages in whole or in part without the prior consent of the insurer.

#### Article 38

##### What is the insurer empowered to do?

The insurer shall be authorised to issue on behalf of the insured person all declarations appearing expedient to it within the framework of its obligation to pay benefits.

## G: Assistance in case of arrest or threatened arrest abroad

#### Article 39

##### What assistance services are provided in the event of arrest or threatened arrest abroad?

1. Insured event  
An insured event shall be if the insured person is arrested or threa-

ned with arrest abroad.

2. Insurance benefits  
The insurer assists in the provision of an attorney and/or interpreter. The insurer shall also provide, up to the agreed insured sum for that purpose, an advance payment for an attorney and/or bail payments, if applicable.
3. Duties of the insured person  
The insured person undertakes to repay the advance payment to the insurer within two weeks after return from the journey, at the latest however within two months after receipt of the payment.

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Please note: The official text is the German version of the Austrian Insurance Contracts Act the „Versicherungsvertragsgesetz“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## Annex

### Extract from the Austrian Insurance Contracts Act [VersVG]

§ 6. (1) If it is provided in the contract that in the event of the violation of an obligation towards the insurer which has to be fulfilled before the occurrence of the insured event, the insurer is to be released from the obligation to make payment, the agreed legal consequence does not arise if the violation is to be regarded as non-culpable. The insurer can terminate the contract without notice within one month from the time when knowledge of the violation is obtained, unless the violation is to be regarded as non-culpable. If the insurer does not terminate the contract within one month, the insurer cannot plead release from payment as agreed.

(1a) In the event of the violation of an obligation which is intended to maintain the equivalence between risk and premium upon which the insurance contract is based, the agreed release from payment also only arises in the ratio in which the agreed premium falls short of the premium as provided in the tariff in respect of the increased risk. In the event of the violation of obligations in regard to mere communications and notifications which do not have any influence on the insurer's assessment of the risk, release from payment only arises if the obligation in question has been intentionally violated.

(2) If an obligation is violated which the policyholder has to fulfil vis-à-vis the insurer in order to reduce the risk or to prevent an increase in the risk (irrespective of the applicability of 1a), the insurer cannot plead release from payment as agreed if the violation has no influence on the occurrence of the insured event, or insofar as it has not had any influence on the scope of the payment the insurer is obliged to pay.

(3) If the release from payment is agreed in respect of the event of a violation of an obligation which has to be fulfilled vis-à-vis the insurer after the occurrence of the insured event, the agreed legal consequence does not arise if the violation is not based either on malicious intent or gross negligence. If the obligation is not violated with the intention of influencing the insurer's duty to pay or of adversely affecting the determination of such circumstances as are evidently significant as far as the insurer's duty to pay is concerned, the insurer remains obliged to make payment insofar as the violation has not had any influence on either the determination of the insured event or the determination or scope of the payment the insurer is obliged to make.

(4) Any agreement pursuant to which the insurer shall be entitled to withdraw from the contract in the event of the violation of an obligation is invalid.

(5) The insurer can only derive rights from the negligent violation of an agreed obligation if the policyholder has previously received the insurance conditions or another document in which the obligation is communicated.



# Information on Withdrawal, Complaints and Data Processing

## How can you withdraw from your insurance contract?

You can withdraw from your insurance contract in writing without giving any reasons within a period of 14 days. The period for withdrawal begins with the notification that the insurance contract came into effect but not before you received the insurance certificate and the insurance terms & conditions, including the provisions on the fixing or amendment of premiums, and this notification of the right of withdrawal.

The written withdrawal statement has to be addressed to:  
Europäische Reiseversicherung AG,  
Kratochwjlestraße 4, A-1220 Vienna  
Fax: +43 1 31993 67  
E-Mail: info@europaeische.at

### Consequences of the withdrawal:

In the event of a valid withdrawal your insurance cover comes to an end and payments already made will be refunded. If the insurer has provided provisional cover, it is entitled to receive the corresponding premium for the duration of such cover.

### Special Information:

The right of withdrawal expires at the latest one month after receipt of the insurance certificate including this notification of the right of withdrawal.

The right of withdrawal also expires if the contractual performance has been fully completed before you have exercised your right of withdrawal.

## Whom to contact with a complaint?

You can submit your complaint to:

- Europäische Reiseversicherung AG  
attn. Complaints office, Kratochwjlestraße 4, 1220 Vienna  
online at [www.europaeische.at/en/service/feedback-and-complaints](http://www.europaeische.at/en/service/feedback-and-complaints)  
via E-Mail to [complaints@europaeische.at](mailto:complaints@europaeische.at)
- The Association of Austrian Insurance Companies  
Schwarzenbergplatz 7, 1030 Vienna, [www.vvo.at](http://www.vvo.at)
- The arbitration body for consumer business  
[www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at).  
The participation is not obligatory for the insurer.
- The Federal Ministry of Labour, Social Affairs, Health and Consumer Protection, Stubenring 1, 1010 Vienna
- For online contracts consumer can in addition contact the out-of-court dispute arbitration board of the Internet Ombudsman [www.ombudsmann.at](http://www.ombudsmann.at) or the Online Dispute Resolution-Platform ("ODR-Plattform") of the European Union [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

## How we process your data?

We, **Europäische Reiseversicherung AG**, Kratochwjlestraße 4, A-1220 Vienna, T +43 1 3172500, F +43 1 31993 67 are as insurer responsible for the processing of your data in the context of insurance contracts.

You can contact our **data protection officer** by E-mail at [datenschutz@europaeische.at](mailto:datenschutz@europaeische.at) or by post at the above mentioned address with the further address „Data Protection Officer“.

We require and process your personal data and, if applicable, third parties' data that you disclosed to us (e.g. insured persons) in our legitimate interest and to the extent necessary to properly establish and process our insurance relationship with you and to verify the coverage in the event of a claim. If you do not provide us with this data, or do not provide it to the required extent, we may not be able to establish your desired insurance relationship or process your claim.

**Purpose and Legal Basis for the Use of Data:** Your personal data is processed for pre-contractual and contractual purposes on the basis of Art. 6 para. 1 b) GDPR. If special categories of personal data (for example, data concerning your health) are required for this purpose, we process them on the basis of statutory authorisation (e.g. § 11a Insurance Contract Act (VersVG)) or we obtain your express consent beforehand. If we create statistics using these data categories, this is done based on Art. 9 para. 2 j) GDPR in connection with § 7 GDP.

In addition, we process your personal data in order to fulfil legal obligations (e.g. regulatory requirements). The legal basis for processing data in this case is the relevant legal regulations in connection with Art. 6 para. 1 c) of the GDPR.

We also process your data if required by Art. 6 para. 1 f) of the GDPR in order to safeguard our legitimate interests or those of third parties. This may, in particular, be the case for preventing and investigating criminal offenses.

If we have collected and processed your data after obtaining your consent, **you may revoke this consent at any time, meaning that we will no longer process your data for the purposes stated when you first gave consent starting from when we receive the consent revocation. The revocation does not affect the legality of processing the data up until the time when the consent was revoked.**

**Disclosure of Data to Third Parties:** The complexity of the procedures regarding today's data processing sometimes obliges us to use service providers and commission them to process your data. Some of these service providers may be outside the territory of the European Union. However, in all cases where we use service providers, we always ensure that the European data protection level and European data security standards are maintained. Our most important service providers are currently Generali Versicherung AG, Vienna and Europ Assistance GmbH, Vienna.

For the purposes of support and advice, the intermediary collects and processes your personal data and passes it on to check your insurance risk and to conclude your insurance relationship. In the event of a claim, the intermediary collects and processes the data relevant to processing the service and instructs us to perform a verification of the claim event. Similarly, we will provide your intermediary with enough personal data about you and your insurance relationship required for your intermediary to assist you.

Furtheron it may be necessary to pass your personal data to Reinsurance Companies, Regulatory Authorities and Courts. However, in all these cases, we always ensure that the legal basis is adhered to and that the protection of your data is maintained.

**Your Rights:** You may request information regarding the origin, categories, duration of storage, recipients, data processed by us regarding you personally as well as your business case and the nature of such processing. Moreover you may request that incorrect, incomplete or improperly processed data is corrected, completed or deleted.

**Even if we have processed your personal data accurately and completely in compliance with the law, you may object to such data being processed in specific individual cases that you have justified.**

You may receive the personal data we have processed in machine-readable format designated by us, provided that we have received it from you personally, or you may instruct us to transfer that data directly to a third party chosen by you.

If you have reason to believe that we are using your data without your permission, you have the right to appeal to the Austrian Data Protection Authority, Wickenburggasse 8-10, 1080 Vienna, Telephone: +43 1 52 152-0, E-Mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at).

**Data Storage Procedure:** We process your personal data, as far as necessary, for the duration of the entire business relationship (from the initiation and implementation to the termination of a contract) as well as in accordance with the statutory storage and documentation obligations, which may include, among others, the Austrian Commercial Code (UGB) and the Federal Fiscal Code (BAO). In addition, it is important to consider that in certain cases, the duration of storage, statutory limitation periods, e.g. according to the Austrian General Civil Code (ABGB) may be up to 30 years.

For more detailed information regarding the way we process your data please refer to [europaeische.at/en/privacy](http://europaeische.at/en/privacy) or contact our Service Center.