

# CANCELLATION COVER

## Benefits

Trip cancellation	
1. Reimbursement of cancellation costs if trip not started	} up to the selected travel price <b>plus reimbursement of booking charges</b>
2. Reimbursement of excess of any cancellation cover included in travel price	
<b>If the policy is taken out on the date when the travel booking is made, benefits 1 and 2 apply from the time when the policy is taken out up to the start of travel; if you take the policy out later, benefits 1 and 2 apply only in respect of events occurring from the 10th day after the policy has been taken out (except in the case of accident, death or acts of God).</b>	
Trip interruption	
3. Reimbursement of booked and unused travel services	up to the selected travel price
4. Reimbursement of additional return journey costs	up to the selected travel price
<b>Maximum duration of trip</b>	<b>irrespective of the duration of trip</b>
<b>Underlying conditions for insurance agreement</b>	<b>ERV-RVB 2006</b>

Cover applies in respect of one trip **worldwide**.

The contractual basis for the provision of cover are the EUROPÄISCHE travel insurance conditions ERV-RVB 2006 – these can be obtained on request from your travel agency, from the EUROPÄISCHE Service Center (Phone +43/1/317 25 00, E-mail: info@europaeische.at) or on the Internet at www.europaeische.at. All insurance benefits are subsidiary. The insurance contract is subject to Austrian law. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policyholder declares his agreement to the provisions as stated and to the conditions of insurance.

## Insured reasons for Trip cancellation / Trip interruption

- Cancellation / interruption reasons covered are the following events, if these result in your being unexpectedly unable to commence your journey or having to curtail it:
- suddenly occurring serious illness, serious health consequences resulting from an accident, adverse reactions to a vaccination or death of the insured person. (Existing complaints are insured if they become acute unexpectedly);
  - suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member, making your presence at the place of residence absolutely necessary;
  - pregnancy, if the pregnancy is only determined after booking the journey;
  - severe pregnancy complications;
  - serious damage to your property at your place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making your presence necessary;
  - loss of job without fault, as a result of notice of termination issued by the employer;
  - call-up to basic military service or alternative civilian service;
  - submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court;
  - failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years;
  - receipt of an unexpected judicial summons of the insured person.

## Restrictions on cover provided

No cover is provided if the reason for cancellation or interruption is connected with the following illnesses or treatments of insured persons:

- psychological illnesses (only the first occurrence is covered), dialysis, organ transplants, AIDS and schizophrenia generally;
- coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy and multiple sclerosis; if inpatient treatment has been received within the 12 months prior to the date on which the policy is taken out (for trip cancellation) or travel commences (for trip interruption).

## What to do in the event of a claim?

**Please inform us as quickly as possible about any event insured against. Please observe the provisions listed below in this connection.**

**Trip cancellation:** If you are unable to commence your journey, please cancel immediately at the place where you made your booking (e.g. travel agent) and at the same time inform the EUROPÄISCHE Service Center (by fax, letter or e-mail or on the Internet). Please give the following information: your first name and surname, your address, your intended date of travel, the date of cancellation and the

reason for cancelling, your booking confirmation and your proof of insurance. If you are unable to travel for medical reasons, please have a detailed medical certificate or accident report made out, using the "Claim Report for Travel Cancellation Insurance" form, and enclose the sickness notification sent to your social insurance company.

**Trip interruption:** Please contact EUROPÄISCHE immediately using the emergency telephone number.

In the event of interruption of the trip by reason of the insured suffering sickness or an accident, please have a detailed medical certificate/accident report made out at the place where you have been staying.

**Emergency phone 24 hours a day:  
+43/1/50 444 00**

Insurer:

**Europäische Reiseversicherung AG**  
Kratochwilestraße 4, A-1220 Vienna  
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Service Center: Phone +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, DVR-Nr. 0490083  
Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna

# Extract from the EUROPÄISCHE travel insurance conditions ERV-RVB 2006 for Cancellation Cover

PLEASE NOTE: Only those parts of the EUROPÄISCHE travel insurance conditions ERV-RVB 2006 shall apply which correspond to the scope of benefits of your travel insurance package.

## I. General section Common provisions

### Article 1 Insured persons

The insurance cover extends to the persons specified by name in the insurance document.

### Article 2 Time scope of application

Insurance must be taken out before the start of the journey. Unless agreed otherwise, the insurance cover shall apply to one journey. It begins with the leaving of the town of residence or of second residence or of the place of work, and ends with the return to such place or the prior expiry of the insurance (but see Art. 14). The conclusion of two or more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer. It is not possible to prolong the insurance protection after the start of the journey.

### Article 3 Geographic scope of application

- If the agreed scope of application is worldwide (according to tariff), the insurance protection extends to all countries.

### Article 4 Exclusions

- Insurance cover is not provided for events that
  - are caused deliberately or with gross negligence by the insured person. 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;
  - are in connection with events of war of any kind;
  - occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - are caused by the suicide or attempted suicide of the insured person;
  - occur on journeys having the character of an expedition in unexplored or un-researched areas;
  - are caused as a result of official orders;
  - result from the exercise of a professional manual activity (not applicable in respect of insurance against cancellation in the event of non-commencement of the journey);
  - are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
  - result from the use of paragliders and hang-gliders (not applicable in respect of cancellation cover in the event of non commencement of journey);
  - result from participation in motor sport competitions (including classification drives and rallies) and the corresponding training drives (not applicable in respect of insurance against cancellation in the event of non-commencement of the journey);
  - 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 insurance against cancellation in the event of non-commencement of the journey);
  - occur during diving if the insured person does not hold the internationally valid authorisation for the depth of the dive in question.
  - occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if the activity in question is associated with a hazard which far exceeds the normal risk associated with a journey (not applicable in respect of cancellation cover for non commencement of journey).
- Alongside these general exclusions from insurance protection, specific exclusions are regulated in Article 15.

### Article 5 Insured sum

The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during a journey. In the case of the family tariff, the insurance sum in question applies jointly to all insured persons. 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 6 Payment of premium

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

### Article 7 Duties

- The following lays down the duties which, if infringed, shall release the insurer from the obligation to provide benefits pursuant to Sec. 6 of the Insurance Contract Act. The insured person shall
  - prevent insured events as far as possible or minimise their consequences, thereby complying with any instructions by the insurer;
  - inform the insurer of the insured event that has occurred as soon as possible, truthfully and comprehensively in writing, if necessary also by telephone or fax;
  - after receiving forms used by the insurer for the processing of the claim, complete such in full and return them to the insurer as soon as possible;
  - do everything reasonable to clarify the causes, course and consequences of the insured event;
  - empower and cause all authorities and doctors and/or hospitals, social insurance funds and private insurers involved in the insured event to provide the information requested by the insurer.
  - secure claims for damages against third parties in appropriate form and in good time, and if necessary assign such to the insurer up to the amount of the compensation paid;

- immediately inform the responsible public security authority of damage caused by criminal acts, stating in precise detail the facts of the case and the extent of the damage, and have such notification confirmed;
  - deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as police reports, airline confirmations (observance of applicable notification periods required), statements of the facts, medical and hospital certificates and invoices, etc.
- Alongside these general duties, specific duties are regulated in Article 16.

### Article 8 Form of declarations

The written form shall be required for notifications and confirmations by the insured person to the insurer.

### Article 9 Subsidiarity

All insurance benefits are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

### Article 10 Due date for compensation

- 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.
- If official investigations or proceedings have been initiated in connection with the insurance claim, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

### Article 11 Assignment and pledging of insurance claims

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

## II. Special section

### A: Cancellation protection for non-commencement or interruption of a journey

#### Article 12 Subject matter of insurance

The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. The following provisions related to the journey shall also apply mutatis mutandis to rented property.

#### Article 13 Insured event

- An insured event shall be if a journey cannot be commenced or is broken off for one of the following reasons:
  - suddenly occurring serious illness, serious health consequences resulting from an accident, adverse reactions to a vaccination or death of the insured person.  
Such illness, adverse reactions to a vaccination or health consequences shall be deemed serious, if it/they decisively cause/s incapacity to travel. Psychological complaints that occur for the first time are insured if they require in-patient treatment or treatment by a psychiatrist.  
Existing complaints (subject to the provisions of Art. 15) are only insured if they become acute unexpectedly;
  - pregnancy of the insured person making the booking, if the pregnancy is only determined after booking the journey. If the pregnancy has already been determined before the booking was made, the cancellation costs shall only be covered if severe pregnancy complications (confirmed by a medical specialist) occur;
  - suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member or another person with a close personal relationship to the insured person (this person must be specifically designated by name in the insurance certificate upon conclusion of the insurance; per booking only one person with a close relationship to the insured person can be named), making the presence of the insured person at the place of residence absolutely necessary; family members shall be the spouse (or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren), the parents (step parents, parents-in-law, grandparents), the siblings of the insured person;
  - serious damage to the property of the insured person at his place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making his presence necessary;
  - loss of job without fault, as a result of notice of termination issued by the employer to the insured person making the booking;
  - 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;
  - submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court immediately before a joint journey of the spouses affected;
  - failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years, by the insured person immediately before the date of an insured journey booked before the examination;
  - 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.
- An insured event shall also be if a journey must be terminated because unrest of any kind, natural disasters or epidemics at the place specifically endanger the physical security of the insured person (in any event a case of endangerment shall be if the Federal Ministry of Foreign Affairs has issued a travel warning with respect to the respective country or territory), and this clearly results in the impossibility of the continuation of the journey.

3. The insured event shall apply to the insured person concerned, his co-travelling family members with equivalent insurance, and a maximum of three further co-travelling persons with equivalent insurance, and also, where a family tariff is paid (see Art. 1) to all persons named in the insurance certificate. A person is regarded as having equivalent insurance if he or she is also insured with the insurer for the event which has occurred in accordance with Sec. 1.

#### Article 14

##### Time scope of application

1. The insurance cover for cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusion by means of bank payment form, on the day after payment has been made, at 0.00 hrs.) and shall end upon commencement of the journey.
2. For travel interruption benefits, the insurance protection shall commence with the start of the journey and end with the booked end of the journey or upon prior expiry of the insurance.
3. For journeys which have been booked before conclusion of insurance, cover does not start until the 10th day following conclusion of insurance (except in cases of death, accident or act of God as described in Art. 13).

#### Article 15

##### Exclusions

There shall be no insured event if

1. the reason for the cancellation or early termination of the journey is linked to one of the following illnesses/treatments of the insured persons: psychological illnesses (subject to the provisions of Art. 13, Sec. 1.1.), dialysis, organ transplants, AIDS, schizophrenia;
2. the reason for cancelling the journey
  - 2.1. is connected with one of the following illnesses of the insured persons for which the insured person have received in-patient treatment within the last twelve months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
  - 2.2. already existed or was foreseeable at the time of the conclusion of the insurance;
3. the reason for the early termination of the journey
  - 3.1. is connected with one of the illnesses of the insured persons as named in Sec. 2.1 for which the insured persons have received in-patient treatment within the last twelve months preceding the start of the journey;
  - 3.2. already existed or was foreseeable at the start of the journey
4. the travel company withdraws from the travel agreement;
5. the specialist doctor/medical examiner (see Art. 16, Sec. 3.) instructed by the insurer does not confirm the incapacity to travel.

#### Article 16

##### Duties

The insured person (claimant) shall be obliged

1. if the journey cannot be commenced, for a reason insured against,
  - 1.1. to cancel the booked journey at the booking agency immediately after the occurrence of the insured event, in order to keep the cancellation costs at the lowest possible level;
  - 1.2. to notify the insurer immediately in writing about the insured event, stating the reasons for the cancellation and attaching the confirmation of booking and the insurance certificate;
  - 1.3. in the case of incapacity to travel for medical reasons, to enclose with the written notification of the insured event a detailed medical certificate/accident report and the notification of the illness to the social insurance fund. In the event of a psychological illness, the incapacity to travel must be confirmed by a specialist in the field of psychiatry;
2. if the journey has to be broken off for medical reasons, to have a corresponding confirmation of the treating doctor on site (see Art. 13, Sec. 1.1) made out;
3. upon demand by the insurer, to allow himself to be examined by a specialist doctor/medical examiner instructed by the insurer;
4. to send the following documents to the insurer immediately:
  - itemised statement of cancellation costs
  - cancellation claim form completed in full
  - medical confirmation concerning prescribed medicines
  - other evidence showing the reason and the amount of the claim to insurance benefits (for example mother-child-booklet, call-up orders, divorce petition, leaving certificate, certificate of death, etc.)
5. to hand over the unused travel documents (tickets, hotel credit vouchers etc.) to the insurer upon request;
6. to release all treating doctors from their duty of secrecy, to the extent necessary for the assessment of the claim.

#### Article 17

##### Amount of compensation

The insurer shall refund the insured person within the limits of the specified insured amount

1. for withdrawal from 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.
2. in the event of withdrawal from a tour arrangement with included cancellation insurance, the excess up to a maximum of 20% of the cancellation charges;
3. in the case of interruption of the journey,
  - 3.1. the paid but unused parts of the journey (excluding the return ticket)
  - 3.2. 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. In the case of interruption to a journey for the reasons listed in Art. 13, Sec. 2 only the additional travel costs arising as a result of the premature return journey will be reimbursed;

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Insurer:

##### **Europäische Reiseversicherung AG**

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Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna