

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB 2009 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB 2009“. 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 2009

PLEASE NOTE: Only those parts of the EUROPÄISCHE travel insurance conditions ERV-RVB 2009 shall apply which correspond to the scope of benefits of your insurance package.

General section

Article 1

Who is insured?

Insured 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 commencement of trip) can be specifically named as insured. 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?

- The insurance cover applies in the agreed local area of application.
- 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 and the Canary Islands.
- Exceptions: Art. 27 and 46 shall apply only abroad, Art. 28 only in the home country. The country in which the insured has his/her 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?

- The insurance cover shall apply to one journey up to the selected duration of insurance.
- The insurance cover 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. Journeys between the aforementioned places are not covered by the insurance. The insurance cover for trip 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.
- 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?

- Insurance must be taken out before the start of the journey.
- For journeys which have been booked before insurance has been taken out, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 13).
- 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)?

Insurance cover is not provided for events that

- 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;
- 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 unsearched areas;
- are caused as a result of official orders;
- result from the exercise of a professional manual activity (not applicable in respect of trip cancellation);
- 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 trip cancellation);
- result from participation in motor sport competitions (including classification drives and rallies) and the corresponding training drives (not applicable in respect of trip cancellation);
- 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);
- occur during diving if the insured person does not hold the internationally valid authorisation for the depth of the dive in question (not applicable in respect of trip cancellation);
- 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 trip cancellation).

Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 14, 23, 29, 34 and 43.

Article 7

What do the sums insured mean?

- The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during the insured journey.
- In the case of the family tariff, the insured 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 8

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

The insured must fulfil the following obligations, otherwise no payment will be made:

- 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;
- immediately inform the insurer about the event insured against;
- provide the insurer with full written information about the damaging event and the amount of the loss;
- 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;
- 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;
- in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately following the discovery of the damage, and demand a certificate of damage. The respective limited periods for complaints and claims are to be taken into consideration;
- in the event that damage has been caused by criminal acts, immediately notify the competent security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
- hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc.

In addition to these general obligations, special obligations are set out in Articles 15, 31, 35 and 44.

In the event of the intentional violation of any obligation, the insurer is released from payment; in the event of grossly negligent violation, the insurer is released from payment only insofar as the violation has influenced the ascertainment of the event insured against or of the amount of the benefit, or has influenced the actual amount of the benefit.

Article 9

How do declarations have to be made?

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

Article 10

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

All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Article 11

When is the compensation due?

- 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 insured event, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

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.

II. Special section

A: Trip cancellation and trip interruption

Article 13

What is insured?

- 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.
- An insured event shall be if the insured person cannot commence or has to break off the trip for one of the following reasons
 - suddenly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person. Such illness, serious physical injury caused by an accident or adverse reactions to a vaccination shall be deemed serious, if that necessarily results in incapacity to take the booked trip. Psychological complaints that occur for the first time are insured if they require in-patient treatment or treatment by a psychiatric specialist. Existing complaints (subject to the provisions of Art. 14) are only insured if they become acute unexpectedly;
 - loosening of implanted joints in the insured, if this necessarily results in incapacity to take the booked trip;
 - pregnancy of the insured person, 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 (medical certificate necessary) occur;
 - suddenly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named in the proof of insurance/booking confirmation of the travel bureau when the policy is taken out; per booking only one closely related person may be named), making the presence of the insured person absolutely necessary; Existing complaints (subject to the provisions of Art. 14) are only insured if they become acute unexpectedly;
 - serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.) or the criminal act of a third party, making his presence 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 immediately 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) immediately 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 immediately 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.
3. The insured event shall apply to the insured person concerned and additionally for the following co-travelling persons with equivalent insurance:
- family members of the insured person concerned;
 - persons who are insured in a family tariff with the person concerned;
 - per insured event a maximum of three further persons.
- A person is regarded as having equivalent insurance if he is also insured with the insurer for the event which has occurred.
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), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings 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.
5. An insured event shall also be if the insured person has to break off the trip 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 unacceptability of the continuation of the journey.

Article 14

What is not insured (exclusions)?

There shall be no insured event if

1. the reason for the trip cancellation or trip interruption is connected with one of the following illnesses or treatments:
 - 1.1. dialysis, organ transplants, AIDS, schizophrenia;
 - 1.2. psychological illnesses (with exception of the first occurrence see Art. 13, Sec. 2.1.);
 - 1.3. if in-patient treatment has been received for them within the last twelve months before conclusion of the insurance (for trip cancellation) or the start of the journey (for trip interruption): coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
2. 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;
3. the travel company withdraws from the travel agreement;
4. the specialist doctor/medical examiner (see Art. 15, Sec. 5.) instructed by the insurer does not confirm the incapacity to travel;
5. the reason for trip cancellation is connected with a pandemic or epidemic.

Article 15

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

The insured 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 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 (e.g. flight tickets);
 - 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 16

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 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:
 - flight tickets: maximum € 70 for price up to € 700 (above that amount, a maximum of 10 % of the price);
 - package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 20 per person or maximum € 40 per booking/family;
2. in the event of cancellation of a travel arrangement with included cancellation insurance, the excess up to a maximum of 20 % of the cancellation charges;
3. in the event of trip interruption,
 - 3.1. the paid but unused parts of the insured 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 event of trip interruption for the reasons listed in Art. 13, Sec. 5. only the additional travel costs arising as a result of the premature return journey will be reimbursed.

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

B: Protection for delay

Article 17

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/airport/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 not at fault:

 - 1.1. accident or traffic accident to the insured person;
 - 1.2. technical defect in the means of transport used;
 - 1.3. flight delay.

The facts shall be confirmed by the airline or the transport enterprise in question.
2. Compensation

Refund shall be made of the necessary and proven costs for the journey to another railway station/airport/port and any additional costs for necessary overnight stay and board up to the agreed insured sum.

Article 18

What costs are reimbursed in the event of delayed arrival at the home railway station/airport?

1. Insured event

An insured event shall be if the booked arrival at the home railway station/airport is shown to have been delayed, and as a result the return journey from the railway station/airport 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 19

What is insured?

The insured event shall be the damage, destruction or loss (e.g. robbery, theft) of the insured objects with proven third-party involvement.

Article 20

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) 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. 23, Sec. 3.).
 - 2.2. In the custody of a transport enterprise:

Technical devices of all kinds including accessories and sports equipment, if they are delivered to a transport enterprise in a locked container. Insurance shall not extend to jewellery, watches and furs.
3. Insurance shall not extend to
 - 3.1. money, cheques, 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 21

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), jewellery, watches and furs in unattended parked motor vehicles (vehicle trailers).

Article 22

What insurance cover is provided in the context of camping and caravanning?

- Insurance cover in tents or while camping shall apply only to official camping sites established and recognised by public authorities, clubs or private enterprises.
- 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), 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. 21 Sec. 2.1. is satisfied.

Article 23

What is not insured (exclusions)?

Insurance cover is not provided for events that

- result from the natural or faulty condition, wear and tear, faulty packaging or faulty closure of the insured objects;
- are caused by own-fault, forgetting, leaving behind, losing, misplacing, dropping, leaving, defective storage or defective attendance;
- occur to sports equipment (bicycles, surf boards, skis etc.) when in use;
- constitute a consequence of insured events (e.g. costs of changing locks if a key is stolen).

Article 24

How much is the compensation?

- In the insured event, the insurer shall refund up to the agreed insured sum
 - the current value for destroyed or lost objects;
 - the necessary repair costs, up to a maximum of current value, for damaged repairable objects;
 - the material value for damaged, destroyed or lost films, sound and data carriers and the like.
- 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. If repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.
- The insurer shall waive the defence of under-insurance.

Article 25

What additional insurance cover is provided?

- 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).
- Assistance and reimbursement of costs for procuring new documents
If, as the result of an event insured against (pursuant to Art. 19), 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, the insurer will pay the costs of having a replacement ticket made out.
- Assistance and cash advance in the event of theft or loss of payment means
 - 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. 19).
 - 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.
 - 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 26

What is insured?

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 (extension: see Art. 28).

Article 27

What costs are reimbursed abroad?

- The insurer shall, up to the agreed insured sum, refund necessary and evidenced costs for
 - transport to the nearest hospital and a transfer transport necessary for medical reasons organised by the insurer;
 - outpatient medical treatment including medically prescribed medicines and dental treatments for the relief of pain (including simple fillings);
 - in-patient 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;
 - a transport of medicines and serum necessary and urgent for medical reasons from the nearest depot;
 - 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 home country or a neighbouring country if that is where the journey began;
 - the return journey after three days hospital stay at the earliest possible time even without medical necessity, organised by the insurer, depending on the state of the insured person by rail, bus, ambulance or aircraft, if necessary accompanied by a doctor (but not by ambulance aircraft), to the home country or a neighbouring country if that is where the journey began;

- a visit to a sick person, if the hospital stay abroad lasts longer than five days. 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;
 - the journey home of an insured co-traveller to the home country or a neighbouring country if that is where the journey began, if that person has to prematurely end his booked stay because of a return transport or transfer of the insured person, or has to prolong his booked stay as a result of a hospital stay of the insured person. The journey home will be organised at the earliest possible time and shall be by the favourably priced means of transport to be considered; costs will be refunded that result from the unusability or only partial usability of booked and paid return flight tickets or other travel documents. In an ambulance jet an accompanying person will only be transported if there is sufficient space in the aircraft;
 - additional overnight stay costs of an insured co-traveller incurred as a result of the organisation of transport of the patient (transfer of the deceased) or if the booked stay must be prolonged as a result of a hospital stay of the insured person. In the context of the reimbursement of additionally arising overnight stay costs, the amount reimbursed is based on the booked accommodation;
 - 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;
 - the transfer of the deceased in standard manner or instead burial at the place of the event (not to exceed the costs of a transfer in the standard manner).
- 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. 1.1. or 1.5. – 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.
 - 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.
 - 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.
 - If the insured person holds a social or private health insurance for the benefits pursuant to Secs. 1.1. to 1.4., he shall first file his claims with such insurance. If he fails to do so, he does not hold such an insurance or if such an insurance fails to pay benefits, the insurer's benefits shall be reduced by 20 %.

Article 28

What costs are reimbursed 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

- 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;
- 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;
- for the transfer of deceased persons in standard manner.

Article 29

What is not insured (exclusions)?

No refund shall be made for costs in connection with

- dialysis, organ transplants, AIDS, schizophrenia;
- the following illnesses if in-patient treatment has been received for them within the last twelve months before the start of the journey: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis, psychological illnesses;
- any deterioration of chronic diseases and existing conditions, if such deterioration was foreseeable before the start of the journey (but see Art. 30);
- treatment that is the exclusive or partial reason for the start of a journey;
- 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;
- use of curative facilities tied to the place (spas);
- preserving or prosthetic dental treatment;
- provision of remedies (e.g. sight and hearing aids, dental braces, supports and prostheses of all kinds);
- childbirth or interruption to pregnancies;
- vaccinations, medical expert reports and confirmations;
- check-up examinations and follow-up treatment (e.g. therapy);
- special benefits in the hospital such as single room, television, TV, rooming-in, etc.;
- cosmetic treatments;
- 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. 8. does not apply;
- accidents during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. 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;
- accidents when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident. This applies even if the vehicle is not being driven on roads with public transport.

Article 30

What insurance cover is provided in the event of chronic illnesses and existing complaints?

- Chronic illnesses and existing complaints, and
- consequences of accidents, which have been treated or have required treatment in the twelve months prior to the start of the trip are covered, if they unexpectedly (from the medical point of view) become acute and are not excluded from cover pursuant to Art. 29. In such cases the costs listed in Articles 27 and 28 are reimbursed in total up to the agreed sum insured (in respect of chronic and existing complaints).

Article 31

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

The insured person must notify the insurer of the insured event as soon as possible, at the latest at the time at which the costs in accordance with the scope of benefits are incurred. Any organisational measures in connection with the scope of benefits must be made by the insurer; otherwise, no costs will be refunded.

E: Travel accident

Article 32

What is insured?

- The insured event shall be the occurrence of an accident during the journey.
- An accident shall be an event independent of the will of the insured person that suddenly has a mechanical or chemical effect on his body and causes physical damage.
- The following events independent of the will of the insured person shall also be deemed to be an accident:
 - burning, scalding;
 - the effects of lightning or electrical energy;
 - inhalation of gases or vapours, intake of poisonous or corrosive substances, unless their effects are gradual;
 - dislocation of limbs and strains and ruptures of limbs and muscles, ligaments, tendons and capsules as a result of a sudden deviation from a planned course of movement.
- Illnesses shall not be deemed to be accidents, nor shall contagious illnesses be deemed to be consequences of accidents. This shall not apply to tetanus and rabies caused by an accident pursuant to Sec. 2.

Article 33

Which substantive limits to insurance cover apply?

- An insurance benefit shall only be paid for the physical damage caused by the accident suffered.
- In the determination of the degree of invalidity, a deduction in the amount of a previous invalidity shall only be made if the accident affects a physical or mental capacity that was already previously impaired. The previous invalidity shall be determined according to Art. 36, Secs. 2. to 5.
- If illnesses or infirmities that already existed before the accident influenced the consequences of the accident, the benefit shall be reduced in accordance with the share of the illness or infirmity, provided such share amounts to at least 25 %.
- For organically caused impairments to the nervous system, a benefit will only be paid if and to the extent that such impairment is due to organic damage caused by the accident. Mental abnormalities (neuroses, psychoneuroses) shall not be deemed to be consequences of an accident.
- A benefit will only be paid for intervertebral disc hernias if these are the result of a direct mechanical effect on the spinal column and are not a deterioration of symptoms of an illness existing before the accident.
- For stomach and abdominal hernias of any kind, benefits shall only be paid if these are directly caused by external mechanical effects and were not inherent.

Article 34

What is not insured (exclusions)?

Insurance cover shall be excluded for accidents

- resulting from physical damage in the course of curative measures and interventions that the insured person applies or allows to be applied to his body, insofar as these were not occasioned by an insured event. Insofar as these are occasioned by an insured event, Art. 4 Sec. 1.8 shall not apply;
- during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, or a member of the crew, or exercising a professional activity by means of the aircraft;
- when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident.

Article 35

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

- The insured must fulfil the following obligations, otherwise no payment will be made
- call upon medical assistance after the accident upon immediately, and the medical treatment shall be continued until completion of the healing process; likewise, reasonable nursing and where possible the prevention and reduction of the consequences of the accident shall be assured.
 - allow himself to be examined by the doctors designated by the insurer.
 - empower and cause the doctors and/or hospitals that have treated or examined him on other occasions to supply the information requested by the insurer and to supply reports.

Article 36

What is permanent invalidity?

- If it becomes apparent within one year starting from the date of the accident that a permanent invalidity of at least 50 % will remain as a consequence, the agreed insured sum will be paid.
- For the determination of the degree of invalidity, the following rates shall apply:

For the complete loss or complete functional incapacity	
- of an arm from the shoulder joint	70 %
- of an arm up to above the elbow joint	65 %
- of an arm below the elbow joint or a hand	60 %
- a thumb	20 %
- an index finger	10 %
- another finger	5 %
- a leg up to above the middle of the upper thigh	70 %
- a leg up to the middle of the upper thigh	60 %
- a leg up to the middle of the lower leg or a foot	50 %
- a big toe	5 %
- another toe	2 %

- | | |
|--|-------|
| - sight in both eyes | 100 % |
| - sight in one eye | 35 % |
| - if the sight in the other eye had already been lost before occurrence of the insured event | 65 % |
| - hearing in both ears | 60 % |
| - hearing in one ear | 15 % |
| - if the hearing in the other ear had already been lost before occurrence of the insured event | 45 % |
| - the sense of smell | 10 % |
| - the sense of taste | 5 % |
- In the event of partial loss or partial functional incapacity of the above-mentioned body parts or organs, the rates in Sec. 2. shall be applied pro rata.
 - If the degree of invalidity pursuant to Sec. 2. cannot be determined, the decisive factor shall be the extent to which the physical or intellectual functional capacity is impaired according to medical points of view.
 - Two or more rates resulting from Secs. 2. and 4. shall be added together; however, the insurance benefit shall be limited to the insured amount.

Article 37

When is invalidity established?

- In the first year after the accident, an invalidity benefit will only be paid if the manner and scope of the consequences of the accident are determined unambiguously from a medical point of view.
- If the degree of permanent invalidity is not unambiguously determined, both the insured person and the insurer shall be entitled to have the degree of invalidity recalculated by a doctor annually for up to four years after the date of the accident, and also by the medical commission from two years following the date of the accident.
- If the insured person dies for causes unrelated to the accident within four years after the accident, benefits shall only be paid if a permanent invalidity of at least 50 % was clearly to be expected on the basis of the last medical findings. In the event of a later death, there shall be no claim to benefits.

Article 38

When is the insurance claim acknowledged?

In the event of a benefit for permanent invalidity, the insurer undertakes to declare within three months whether and to what extent it acknowledges an obligation to pay benefits. The periods shall begin with the receipt of the documents that the claimant shall submit in order to determine the cause of the accident and the consequences of the accident and concerning the conclusion of the healing process.

Article 39

What applies in the event of differences of opinion?

- In the event of differences of opinion concerning the manner and extent of the consequences of the accident or the extent to which the impairments incurred are due to the insured event, and concerning the influence of illness or infirmity on the consequences of the accident and in cases of Art. 37, Sec. 2., the medical commission shall decide.
- In the differences of opinion reserved for decision by the medical commission pursuant to Sec. 1, the insured person may file an objection within six months after receipt of the insurer's declaration pursuant to Art. 38, specifying his claim and requesting a decision by the medical commission.
- The insurer shall also be entitled to request a decision by the medical commission.
- The insurer and the insured person shall each appoint as members of the medical commission a doctor registered on the Austrian list of doctors. If one party to the contract fails to designate a doctor within two weeks after written request, such doctor shall be appointed by the Medical Chamber competent for the place of residence of the insured person. Before starting their activities, the two doctors shall by mutual agreement appoint a further doctor as chairman, who shall decide within the framework of the limits specified in the expert reports of the two doctors in the event that these doctors cannot agree or can only agree in part.
- The insured person undertakes to permit himself to be examined by the doctors on the commission and to subject himself to any measures that this commission regards as necessary.
- The medical commission shall keep minutes of its activity, which shall contain the written justification of the decision. In the event of a failure to agree, each doctor shall set out his view separately in the minutes. If a decision by the chairman is necessary, he shall also set out such with justification in minutes. The files of the proceedings shall be kept by the insurer.
- The costs of the medical commission shall be determined by the commission and shall be borne in proportion to the extent to which the insurer and insured person prevail. In the event of Art. 37, Sec. 2., the costs shall be borne by the party requesting a new determination. The share of the costs to be borne by the insured person shall be limited to 10 % of the insured sum for permanent invalidity.

Article 40

Which search and rescue costs are refunded?

- 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.
- Compensation
The insurer shall refund up to the agreed insured sum the proven costs of the search and rescue for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

F: Travel personal liability

Article 41

What is insured?

- The insured event shall be a damaging event caused by the insured person as a private person during a journey and which gives rise to obligations to pay compensation on the part of the insured person (see Secs. 3. to 5.).
- Several damaging events based on the same or a similar cause shall be deemed to be one insured event.
- In the insured event, the insurer shall assume
 - 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.
 - The costs for determining and defending a claim for damages raised by a third person within the limits of Art. 42.
- 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 42

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, 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 43

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. 41, Sec. 5.5).
2. Nor shall insurance cover apply to
 - 2.1. claims going beyond the scope of statutory compensation obligations by virtue of a contract or a particular undertaking;
 - 2.2. the performance of contracts and substitute performance;
 - 2.3. 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; extramarital communities shall be the equivalent to marital communities in their effects);
 - 2.4. damage caused by pollution or disturbance to the environment.
 - 2.5. 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. 41, 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 44

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

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 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 45

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 46

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 threatened 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.

Special section for Complete Cover Plus ("Komplett-Schutz Plus")

A: Trip cancellation and trip interruption

For the Complete Cover Plus ("Komplett-Schutz Plus") insurance package only, the following trip cancellation and trip interruption reasons are covered in addition to the reasons given in Art. 13, Sec. 2:

An insured event shall be if the insured person cannot commence or has to break off the trip for one of the following reasons:

- 2.13. fracture of prostheses of the insured, if this necessarily results in incapacity to undertake the booked trip;
- 2.14. organ transplant as donor or recipient (the exclusion in respect of organ transplants as stated in Art. 14, Sec. 1.1. does not apply in this case);
- 2.15. suddenly occurring serious illness, serious physical injury caused by an accident or death of:
 - an additional person in a close personal relationship (this person must be specifically named in the proof of insurance/booking confirmation of the travel bureau when the policy is taken out; consequently, a total of two closely related persons may be named per booking),
 - the person who has been entrusted, in place of the insured 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 representing the insured for the duration of the trip, making the presence of the insured person absolutely necessary; Existing complaints (subject to the provisions of Art. 14) are only insured if they become acute unexpectedly;
- 2.16. abduction or disappearance of a family member (police notification necessary);
- 2.17. criminal act involving threat or use of force against the insured;
- 2.18. significant financial damage (valued at over € 5,000) to the property of the insured 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;
- 2.19. theft of travel tickets, passport (still valid for the booked trip) or driver's licence (for self-drive trips), if these are needed for the trip and replacements cannot be procured in time;
- 2.20. damage caused by third parties or by an accident (not breakdown) or theft of the private vehicle of the insured, with which the trip was to have been undertaken, if the trip cannot be undertaken as planned as a result (repair not possible in time, replacement vehicle not available);
- 2.21. traffic accident involving the private vehicle of the insured on the direct way to the railway station/airport/port, if the booked regular departure for the insured trip is missed as a result;
- 2.22. suddenly occurring serious illness, or serious physical injury caused by an accident, of a dog, cat or horse (pets) whose permanent owner is the insured, as a result of which the presence of the insured is urgently necessary for the care of the pet;
- 2.23. necessary neighbourly assistance by the insured in the event of a disaster (flood, landslide, accumulation of flood debris, avalanche, earthquake, snow pressure, hurricane, landslide);
- 2.24. necessary disaster aid by the insured as a member of the fire service or rescue service;
- 2.25. calling of the insured to a military exercise of the Federal Army, provided the trip booking is not accepted as a reason for non participation;
- 2.26. unforeseen taking up of a new employment relationship by the insured;
- 2.27. necessary repetition 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;
- 2.28. non advancement of a pupil to the next school grade, if the trip in question is a class trip;
- 2.29. failure in a final examination class of an educational course of at least 3 years' duration by the insured, immediately before the travel date for the insured trip;
- 2.30. cancellation of a wedding which was the reason for the insured's trip.

C: Travel Luggage

For the Complete Cover Plus ("Komplett-Schutz Plus") insurance package only, the following applies by way of deviation from Art. 24, Sec. 1:

In the insured event, the insurer shall refund up to the agreed insured sum

- the new value for destroyed or lost objects;
- the necessary repair costs, up to a maximum of new value, for damaged repairable objects;
- the material value for damaged, destroyed or lost films, sound and data carriers and the like.

The new value is deemed to be the repurchase price of the insured items on the date of the damage. If repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.

If the current value of an insured item on the date of the damage is less than 40 % of the repurchase price, the market value is reimbursed as a maximum.

Special section for Luggage Cover ("Gepäck-Schutz")

C: Travel luggage

For the Luggage Cover ("Gepäck-Schutz") insurance package only, the following applies by way of deviation from Art. 20, Sec. 3.4.:

Hunting and sports weapons shall be insured as sports equipment.

Insurer:

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