

Cancellation insurance for one hotel stay

Additional pre-contractual information sheet for property insurance products
(DIP aggiuntivo Danni)

Europäische Reiseversicherung AG, Vienna
Product: Holiday-Cancellation Cover



This additional information sheet for property insurance products is dated 11/10/2021 and is the current version.

This document contains additional and supplementary information to the pre-contractual information sheet for property insurance (DIP Danni) to present the product features, contractual obligations and the company's financial position to the potential policyholder in a clear and detailed way.

The policyholder must consult the general conditions of insurance before signing the contract.

Europäische Reiseversicherung AG,

Registered office in Vienna, Kratochwilstraße 4, A-1220 Vienna.

Phone: +43/1/317 25 00, E-Mail: info@europaeische.at, www.europaeische.at

Commercial reg. HG Wien FN 55418y

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

In Italy, Europäische Reiseversicherung AG is authorised to carry on insurance business under the freedom to provide services and is entered in the IVASS Register of Insurance Undertakings under number II.00310.

The following data relate to the last approved balance sheet (2020) and the report on the solvency and cash flows:

Net assets: EUR 13,107,000.00

Initial fund: not applicable to Austrian insurance companies, only to mutual insurance companies

Retained earnings: EUR 7,150,000.00

Financial position and solvency of the company (SFCR): You can view the relevant information on website at <https://www.europaeische.at/ueber-uns/unternehmen/geschaeftsbericht/>

Solvency capital requirement: EUR 10,764,000.00

minimum capital requirement: EUR 3,700,000.00

SCR ratio: 172.57%

Austrian law applies to the insurance contract to be concluded.

In the event that mandatory provisions of Italian law are more advantageous for the policyholder, such provisions shall take precedence over Austrian law.

The insurance cover applies within geographical Europe, Russia, all the Mediterranean states and islands, Jordan, Madeira, the Azores and the Canary Islands, with the exception of Syria and Crimea.



What is insured?

Trip cancellation and trip curtailment

The subject of the insurance policy is a booked trip (e.g. hotel or rental arrangement) . Additional booked services and travel costs may also be insured, but they must be taken into account in the amount selected for sum insured for cancellation.

An insured event occurs if the insured person is unable to commence the trip or part of the trip or has to curtail the trip for one of the following reasons:

Medical reasons

- death of the insured person;
- unexpected serious illness, serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or adverse reaction of the insured person to a vaccination;
- premature birth or unexpected, severe pregnancy complications up to and including the 35th week of pregnancy.

The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest.

Reasons related to work and education

- loss of employment through no fault of the insured person as a result of termination of employment by the employer;
- short-time work of the insured person as a result of non-seasonal economic difficulties of the company at which the insured person is employed if, as a result, the regular gross salary is reduced by at least 35% for a period of at least three consecutive months;
- conscription of the insured person into basic military or civilian service, provided that the competent authority does not accept the travel booking as a reason for post-poning the conscription;
- failure of the insured person to pass the school-leaving examination or a similar final examination following a school course of at least 3 years' duration immediately prior to the travel date of the trip that was booked before the examination.

Family reasons

- unexpected serious illness, serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of family members or other close friend or relative, as a result of which the presence of the insured person is required. The close friend or relative must be named to the insurer in writing when the insurance is taken out; only one close friend or relative may be named per booking;
- filing of the petition for divorce or dissolution (in the case of separation by mutual consent, the corresponding petition) at the competent court or abandonment of the joint place of residence before the insured joint trip of the spouses or partners affected;
- dissolution of cohabitation (that has lasted for at least six months) before the insured joint trip of the cohabiting partners affected (affidavit of the cohabiting partners affected is required)

Crime and property damage

- significant material damage to the property of the insured person at one of his or her places of residence as a result of an Act of God (flood, storm, etc.), fire, burst water pipe or criminal act committed by a third party, as a result of which the presence of the insured person is necessary.

Other reasons

- receipt of an unexpected court summons by the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons.

The insurance covers the event for the insured persons affected, their accompanying family members who have insurance of equal value and additionally per event up to a maximum of six further fellow travellers who have insurance of equal value. Anyone who is also insured with Europäische Reiseversicherung AG, Vienna, for such an insured event shall be deemed to have equivalent insurance cover.

Family member means a spouse (or registered partner or cohabiting partner), children (stepchildren, children-in-law, grandchildren, foster children, adopted children), parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), siblings, stepbrothers and sisters-in-law of the insured person; for a registered partner or cohabiting partner living in the same household, this also includes their children, parents and siblings.

The insurer reimburses

- for trip cancellation the cancellation costs you owe under the travel contract;
- in the event of trip curtailment, the paid but unused parts of the insured trip.

Late arrival	<p>Late Arrival: An insured event occurs if one of the following events arises during the journey to the booked place of stay, as a result of which the place of stay cannot be reached at the booked time and therefore booked accommodation or board cannot be used:</p> <ul style="list-style-type: none"> • accident or traffic accident of the insured person; • technical breakdown of the private vehicle used; • delay of a public means of transport (including flight delay) of at least two hours (this is based on the delayed arrival at the destination); • road closure due to an Act of God locally (e.g. avalanche risk, accumulation of flood debris and flooding). <p>The insurer reimburses in the event of late arrival:</p> <ul style="list-style-type: none"> • the necessary additional costs for which evidence is provided for accommodation and board up to EUR 400.00.
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 <h2>What is not insured?</h2>
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General	<p>No insurance cover is provided for events that</p> <ul style="list-style-type: none"> • are caused intentionally or with gross negligence by the insured person; • occur when participating in naval, military or air force services or operations; • are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons); • are related to war, civil war, war-like conditions or civil unrest. If the insured person is caught up unexpectedly in such events during the insured trip, insurance cover is provided until the earliest possible departure. Under all circumstances, however, no insurance cover is provided for active participation in war, civil war, warlike conditions and civil unrest; • occur on trips undertaken despite a travel warning. Travel warnings are all travel warnings (for an entire country) and partial travel warnings (for a specific area) issued by the Austrian Foreign Ministry. For travel warnings due to epidemics or pandemics, the exclusion only applies to events that are directly and causally related to the travel warnings. If a travel warning is issued during the insured trip that recommends urgent departure, insurance cover is provided until the earliest possible departure; • occur in the event of the insured person attempting or committing intentional acts that are punishable by law; • are caused by strike action; • are caused by suicide or attempted suicide of the insured person; • occur when travelling in undeveloped or unexplored areas and at an altitude above 6000m; • are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy; • are suffered by the insured person as a result of a significant impairment of his or her mental and physical condition due to alcohol, addictive poisons or medication; • occur while driving a motor vehicle if the driver does not possess the required motor vehicle licence to drive the vehicle in the country of the event; this also applies if the vehicle is not being driven on roads with public traffic; • occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons, paragliders and using parachutes), including as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who has no causal connection with the operation of the aircraft, is not a crew member and does not exercise a professional activity by means of the aircraft (does not apply to trip cancellation); • arise from participation as a driver, co-driver or passenger of a motor vehicle in driving events (including the associated training and qualification drives), where the aim is to cover a specified distance as quickly as possible or to overcome obstacles or difficult terrain, or driving on race tracks (does not apply to trip cancellation); • arise when participating in professional sport including training (does not apply to trip cancellation); • occur when participating in state, national or international sports competitions, as well as in official training for such events (does not apply to trip cancellation); • arise during dives if the insured person does not hold an internationally valid authorisation for the depth in question, except when participating in a diving course with an authorised diving instructor. In any circumstances, there is no insurance cover for dives at a depth of more than 40m (does not apply to trip cancellation). <p>Insofar as the policyholder or the insured person is a sanctioned person, a sanctioned company or a sanctioned organisation that is included on a sanction list of the United Nations, the European Union, the United States of America or the Republic of Austria, and to the extent of the sanction, no insurance cover shall be granted for them, no payment shall be made and no benefit shall be provided that is directly or indirectly due to them.</p>
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Trip cancellation and trip curtailment	For trip cancellation and trip curtailment, there is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time the insurance was taken out or the reason for trip curtailment had already occurred or was foreseeable at the time the trip started.
Late arrival	In addition to the General Exclusions, no insurance cover is provided in the event of natural disasters, airspace closures, airport closures, road closures (with the exception of natural hazards locally), traffic jams, flight delays with through tickets and failure to comply with the minimum connecting times.



Are there any limitations of cover?

General	The sums insured stated in the schedule of benefits of the insurance policy limit the insurer's liability for all insured events before and during a trip. If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap.
Trip cancellation and trip curtailment	Insurance policies with trip cancellation benefits must be taken out within 3 days of booking the trip at the latest. If the insurance is taken out after this date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God). The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest.
Late arrival	If the compensation from one event (e.g. major weather event) for several insured events during one week (Saturday to Friday) <ul style="list-style-type: none"> for insured events under the cover late arrival exceeds the amount of € 800,000.00 (cumulative limit, the compensation attributable to the individual insured persons shall be reduced proportionately. In this case, the insurer shall be liable for the compensation under the individual contract at the ratio of this accumulation limit to the sum of all compensation under the relevant insurance contracts.



What are my obligations? What are the insurer's obligations?

Obligations of the insured person/General	The following are defined as obligations, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(3) of the Austrian Insurance Contract Act (VersVG): The policyholder or the insured person must: <ul style="list-style-type: none"> notify the insurer of the occurrence of the insured event as soon as possible after he or she becomes aware of it and must provide the insurer with comprehensive information about the event and the extent of the loss; if an insured reason for trip cancellation occurs, he or she must cancel the trip as soon as possible to limit the cancellation costs as far as possible; as far as possible, must help to establish the facts of the claim, must provide the insurer with all required information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability; as far as reasonable according to the circumstances in the individual case: <ul style="list-style-type: none"> hand over to the insurer any evidence proving the cause and amount of liability (such as cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Original receipts must be handed over to the insurer at the insurer's request, where the insurer reimburses the loss; in the event of illness or accident, have a corresponding certificate issued by the attending doctor (in the event of trip curtailment, by the local doctor); damage/loss that has occurred in the custody of a transport company or accommodation provider must be reported to the insurer as soon as possible after discovery and an official written statement of such must be requested; damage/loss caused by criminal acts must be reported to the local police force as soon as possible, giving a precise account of the facts and stating the extent of the damage/loss and an official written statement of such must be requested.
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Insurer's obligations	The payment in settlement of the claim is due on completion of the investigations necessary to identify the insured event and the extent of the insurer's liability. However, it shall in any case be due for payment if the policyholder requests an explanation from the insurer after two months have passed since the request for a payment regarding the reasons why it has not yet been possible to complete the investigations and the insurer does not comply with this request within one month. If it is only established that the insurer's liability is well founded, the beneficiary may demand advance payments up to the minimum amount that the insurer must pay, depending on the circumstances of the case.
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When and how do I pay?

Premium	The premium is an advance premium and is payable immediately after taking out the insurance. The premium includes the statutory insurance tax.
Repayments	In the event of cancellation of the contract.



When does the cover begin and end?

Period	<p>Only trips with a duration of up to 31 days are insured. Insurance cover is subject to payment of the premium.</p> <p>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, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God).</p> <p>For all other insurance benefits, the insurance cover begins at the start of the trip. The insurance cover ends on return from your trip or on earlier expiry of the insurance.</p>
Suspension	The insurance contract cannot be suspended.



How can I end the contract?

Cancellation after signing the contract	<p>You can cancel your insurance contract without giving reasons within 14 days in writing. The cancellation period starts when you are informed that the insurance contract has started, but not before you have received the insurance policy and the terms of the policy, including the conditions on how the premiums are set and changed and this information about your right to cancel.</p> <p>Send your notice of cancellation to: Europäische Reiseversicherung AG, Kratochwjlestraße 4, A-1220 Vienna, Austria E-Mail: info@europaeische.at</p> <p>Consequences of cancellation: If you effectively cancel the contract, your insurance cover will end and any amounts you have already paid will be refunded to you. For any (provisional) cover, the insurer shall be entitled to the premium for the period of provisional cover.</p> <p>Note in particular: Your right to cancel expires at the latest one month after you have received the insurance policy with this information about the right to cancel. You also no longer have a right to cancel if the contract has already been completely performed before you have exercised your right to cancel.</p>
Termination of the contract	The contract shall end automatically at the end of the trip or earlier when the maximum insured trip duration (31 days) is reached.



Who needs this insurance product?

People who want to insure their cancellation risk for a hotel stay in Austria or South Tyrol.



What costs do I have to pay?

Commission fees for this product are 21.03% on average in Italy. This percentage is already included in the premium.

How do I make a complaint and how can I resolve disputes?

To the insurance company	<p>Any complaints about the contract or the settlement of claims may be submitted to the insurer in writing at the following address:</p> <ul style="list-style-type: none"> - Europäische Reiseversicherung AG, Complaints Department, Kratochwjlestraße 4, A-1220 Vienna, Austria; - online at www.europaeische.at/en/service/feedback-and-complaints; - by email to beschwerde@europaeische.at. <p>The complaint must contain the following data:</p> <ul style="list-style-type: none"> - First name, last name and full address of the person making the complaint; - Policy number and details of the policyholder; - Any available claim number; - Reason for the complaint and description of the complaint.
To IVASS	<p>If the outcome of the complaint is not satisfactory or if you do not receive a reply within the 45-day period, you may send the complaint to the Institute for the Supervision of Insurance (IVASS, the Italian insurance supervisory authority) at Via del Quirinale, 21 - 00187 Rome, Italy, Fax 06.42133206, PECMail: ivass@pec.ivass.it.</p> <p>To submit a complaint, you can use the form on the IVASS website at www.ivass.it. You can also find more information about how to make your complaint on the website.</p> <p>Europäische Reiseversicherung AG is also subject to the supervision of the Austrian Financial Market Authority (FMA), Otto Wagner Platz 5, 1090 Vienna, Austria (the Austrian supervisory authority). You can therefore also send the complaint to the FMA via the Austrian Insurance Association (VVO) at www.vvo.at, but only electronically.</p>
<p>Before taking legal action, it is also possible to settle disputes out of court in the following ways:</p>	
Mediation	<p>A mediation procedure provided by the Ministry of Justice may be used. See www.giustizia.it (Law No. 98 of 9 August 2013).</p>
Assisted negotiation	<p>This is a negotiation procedure with legal assistance to reach an amicable solution to the dispute.</p>
Alternative ways to resolve disputes	<p>Expert procedure: the parties may agree in writing that the cause and amount of the claim shall be determined by experts, one expert being appointed by the company and one by the policyholder. The experts appoint a third expert as arbitrator, who makes the decisions in case of disagreement.</p> <p>For cross-border disputes, the complaint may be addressed to the insurance supervisory authority (IVASS) or directly to the competent foreign arbitration body. A request for arbitration can be submitted for this purpose to FIN-NET or you can find the competent foreign arbitration board on the following website: https://ec.europa.eu/info/fin-net.</p>

THERE IS NO ONLINE CUSTOMER PORTAL FOR THIS CONTRACT (E.G. HOME INSURANCE), WHICH MEANS THAT AFTER SIGNING THE CONTRACT, YOU CANNOT ACCESS OR USE AN ONLINE CUSTOMER PORTAL TO MANAGE THE CONTRACT ONLINE.