

**PLEASE NOTE:** This document contains only the most important information relating to your insurance contract. The insurance policy, the Fact Sheet as well as the EUROPÄISCHE travel insurance conditions ERV-RVB 2016 provide for the complete pre-contractual and contractual information.

### What is this type of insurance?

ÖBB Cancellation Insurance is a trip cancellation insurance for one trip by train.



#### What is insured?

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



#### What is not insured?

- ✗ deliberate or gross negligent acts by the insured person
- ✗ journeys which have been undertaken in spite of travel warnings
- ✗ strike or official orders
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments
- ✗ if the reason for the trip cancellation or interruption already existed or was foreseeable
- ✗ existing illness which has been treated on an outpatient basis in the last six months or on an inpatient basis in the last nine months before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption)



#### Are there any restrictions on cover?

- ! The benefits are limited at each insured event with the agreed sum insured.



#### Where am I covered?

- ✓ You are covered in **Europe**.  
The tariff "Europe" covers Europe in the geographical sense, all Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Island and Russia.



#### What are my obligations?

- The insurer must be immediately notified of any insured event and losses must be kept at a minimum.
- You are obliged to contribute to the determination of the facts. In particular, you must provide information as well as the original documents.
- Cancellation insurance: Upon the occurrence of an insured event you must immediately cancel the trip, however, at the latest, in the moment such insured event increases the cancellation costs.



#### When and how do I pay?

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



#### When does the cover start and end?

Only trips with a duration of up to 3 months are insured. Insurance cover is subject to payment of the premium.

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

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



**How do I cancel the contract?**

The insurance contract terminates automatically at the end of the trip or if the maximum duration of an insured trip is exceeded (3 months).

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

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

Phone: +43/1/317 25 00, E-Mail: [info@europaeische.at](mailto:info@europaeische.at), [www.europaeische.at](http://www.europaeische.at)

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

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

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

## What type of insurance is this?

ÖBB Cancellation Insurance is a trip cancellation insurance.

## What is the scope of benefits provided by this insurance?

Trip cancellation and Trip interruption	
1. Reimbursement of cancellation costs for booked, unused ÖBB (partial) travel services in case of illness, accident or death*	up to the selected travel price

\* All insured reasons for trip cancellation and trip interruption can be found in Article 14 of the ERV-RVB 2016.

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

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

## When does the insurance cover begin, when does it end?

The insurance applies to a journey.

Insurance cover in connection with trip cancellation benefits is provided from the taking out of the insurance and shall end at the commencement of the insured journey. If the policy is taken out later than 3 days after the booking date, only such events are insured that occur after the 10th day after the insurance has been taken out (with the exception of accidents, death or acts of God).

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

## Which contractual basis applies?

The insurance product is subject to the EUROPÄISCHE travel insurance conditions ERV-RVB 2016. You can find these provisions on page 2 et seq. Austrian law applies insofar as is legally permissible.

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

The premium depends on the insured trip price and must be paid when the insurance is taken out.

## Who is insured?

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

If you take out the insurance provided under ÖBB Cancellation Insurance for more than one individual travelling together and choose the premium based on the total price of the trip for all travellers jointly, the insured sum applies to all travellers jointly.

## Where does the insurance cover apply?

The insurance cover applies in the agreed local area of application: **Europe:** Europe in the geographical sense, all Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Islands and Russia.

## What is not insured?

In order to keep premiums at a reasonable level some events are not covered by the insurance.

The **trip cancellation** or **trip interruption insurance** does not include insurance cover e.g. if the reason for the cancellation or the interruption of the journey has already existed or was foreseeable or is connected with an existing illness or consequence of an accident which has been treated on an outpatient basis in the last six months or on an inpatient basis in the last nine months before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption). Articles 6 and 15 of the ERV-RVB 2016 provide for further exclusions.

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

- **Trip cancellation:** If you are unable to commence the booked journey, please cancel your tickets immediately and inform the Europäische Service Center by
  - Online notification at [www.europaeische.at/en/service/claim.html](http://www.europaeische.at/en/service/claim.html)
  - fax, letter, e-mail: Please use the claim form.

Once we have received notification of cancellation, your tickets are invalid and can no longer be used. In the event of sickness/accident please have a detailed medical certificate or accident report made out.

- **Trip interruption:** In the event of serious illness or physical injury caused by an accident a medical certificate has to be submitted.

The medical certificate must contain the diagnosis and the treatment data of a local doctor at the place of stay.

Evidence documenting the cause and amount of the obligation to pay, such as police reports, doctors' certificates and invoices must be submitted to Europäische as original documents. Please note: If you do not comply with these requirements you jeopardise your insurance protection.

Information about the most frequently claimed insurance benefits at a glance:

### • Trip cancellation insurance:

If you cannot commence your journey due to the occurrence of an insured event, e.g. due to the unexpectedly occurring of a serious illness or due to an accident, we will refund the contractually agreed cancellation costs up to the selected travel price.

### • Trip interruption insurance:

If you have to prematurely interrupt your journey, e.g. due to a serious physical injury caused by an accident or death of a family member back home, we will refund the unused ÖBB travel services up to the selected travel price.

In the case of existing illness we will only pay if such illness becomes acute unexpectedly and only if it has been treated neither on an outpatient basis within a period of 6 months nor on an inpatient basis within a period of 9 months prior to taking out the insurance (in the event of trip cancellation) or prior to starting the trip (in the event of a trip interruption).

## Who is the insurer?

**Europäische Reiseversicherung AG**, Seat in Vienna.

Kratochwjlestraße 4, A-1220 Vienna

Phone: +43/1/317 25 00, Fax: +43/1/319 93 67

E-Mail: [info@europaeische.at](mailto:info@europaeische.at), [www.europaeische.at](http://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.

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

## Premiums

Travel price up to	Premium
€ 50	€ 3
€ 100	€ 5
€ 150	€ 7,5
€ 200	€ 9,5
€ 250	€ 12
€ 300	€ 14
€ 400	€ 19
€ 500	€ 24
€ 600	€ 29
€ 800	€ 38
€ 1,000	€ 47
€ 1,250	€ 59
€ 1,500	€ 71
€ 1,750	€ 83
€ 2,000	€ 94

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

- **Online Claim Report** at [www.europaeische.at](http://www.europaeische.at)
- **E-mail** to [schaden@europaeische.at](mailto:schaden@europaeische.at)
- **Fax** to +43/1/319 93 67-73930
- **Post** to Europäische Reiseversicherung AG attn. Complaints Department, Kratochwjlestraße 4, A-1220 Wien

**Claim Reports** can be downloaded from [www.europaeische.at](http://www.europaeische.at) or requested at our Service center.

If you have any **queries** please call: +43/1/317 25 00-73930.

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

**Europäische Reiseversicherung AG**



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB 2016 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB 2016“. 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 2016

### Extract for ÖBB Cancellation Insurance

Please note, that only those parts shall apply which correspond to the scope of benefits of your insurance package.

Unless these insurance conditions provide otherwise, any reference to a person in the masculine refers to men and women equally.

#### General section

##### Article 1

###### Who is insured?

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

[...]

##### Article 2

###### Where does the insurance cover apply?

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

[...]

##### Article 3

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

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

##### Article 4

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

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

##### Article 5

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

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

##### Article 6

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

1. No cover is provided in respect of events which
  - 1.1. are caused deliberately or with gross negligence by the insured person; [...] Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
  - 1.2. occur in the context of participation in navy, military or air force services or operations;
  - 1.3. are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - 1.4. are connected with war, civil war, war-like conditions or internal unrest or which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured person is unexpectedly overtaken by any of these events during the insured trip, cover applies until immediate departure, and as a maximum until the 14th day after the start of the event in question. In any event no cover applies in respect of active participation in war, civil war, war-like conditions and internal unrest;
  - 1.5. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.6. occur in the context of the committing or attempted committing by the insured person of actions which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
  - 1.7. are caused by strike;
  - 1.8. are caused by the suicide or attempted suicide of the insured person;
  - 1.9. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
  - 1.10. are caused as a result of official orders;
  - 1.11. occur when the insured person is exposed to an increased risk of accident as a result of physical work, working with machinery, handling substances which are corrosive, poisonous, highly flammable, explosive or hazardous to health (not applicable in respect of trip cancellation). Normal activities in the context of a period of residence as an au pair and in the hospitality and hotel industry are insured in all cases;
  - 1.12. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.13. are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medicaments;
  - 1.14. result from the use of air vehicles (e.g. power driven aircraft, gliders, parachutes, paragliders, hang gliders, free balloons), except as passen-

ger on a power driven aircraft, which are authorised to carry out passenger transportation services. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft (not applicable in respect of trip cancellation);

- 1.15. arise in the context of participation as driver, co-driver or passenger of a motor vehicle in the context of driving events, including the training and qualifying trips associated therewith, in the context of which the main focus is on travelling a prescribed distance in the fastest possible time, or dealing with obstacles or difficult terrain, or in the context of motorised journeys on racing tracks (not applicable in respect of trip cancellation);
  - 1.16. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
  - 1.17. occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (not applicable in respect of trip cancellation);
  - 1.18. arise in the context of diving, if the insured person does not have any internationally valid authorisation for the depth in question except in the context of participation in a diving course with authorised diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m (not applicable in respect of trip cancellation);
  - 1.19. occur in the context of the exercise of an extreme sport (not applicable in respect of trip cancellation);
  - 1.20. occur in the course of driving a motor vehicle, if the driver has not obtained the relevant authorisation to drive such motor vehicle or a motor vehicle of the same type, which is legally required in the country in which the event occurred; this applies even if the vehicle is not being driven on roads with public transport.
2. No cover applies insofar as and for as long as such cover is opposed by economic, commercial or financial sanctions or embargos of the European Union or the Republic of Austria which are directly applicable to the contracting parties. This applies also in respect of economic, commercial or financial sanctions or embargos which are imposed by other countries, insofar as this is not opposed by European or Austrian legal requirements.
  3. Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15 [...].

##### Article 7

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

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

##### Article 8

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

1. The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
The policy holder or the insured person must
  - 1.1. as far as possible avoid events insured against, keep any losses to a minimum, avoid unnecessary costs and follow any instructions given by the insurer;
  - 1.2. immediately inform the insurer about the event insured against;
  - 1.3. provide the insurer with full information about the damaging event and the amount of the loss;
  - 1.4. as far as possible contribute to the determination of the facts, truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
  - 1.5. ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
  - 1.6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
  - 1.7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
  - 1.8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, [...], doctors' and hospital certificates and invoices, proofs of purchase etc.
2. In addition to these general obligations, special obligations are set out in Articles 16 [...].

#### Article 9

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

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

#### Article 10

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

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

#### Article 11

##### When is the compensation due?

The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer. However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month.

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

#### Article 12

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

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

#### Article 13

##### What law is applicable?

Austrian law applies insofar as is legally permissible.

#### Special section

##### A: Trip cancellation and trip interruption

#### Article 14

##### What is insured?

1. The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. [...]
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
  - 2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);
  - 2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;
  - 2.3. pregnancy of the insured person, if the pregnancy is only determined after the policy has been taken out. If the pregnancy has already been determined before the policy has been taken out, the cancellation costs shall only be covered if a premature birth occurs up to and including the 35th week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;
  - 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named to the insurer in written form when the policy is taken out; per insured person only one closely related person may be named), making the presence of the insured person absolutely necessary;
  - 2.5. serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;
  - 2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;
  - 2.7. call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the booked journey as a reason for postponing the call-up;
  - 2.8. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court before the insured trip to be undertaken jointly by the spouses concerned;
  - 2.9. in the case of registered life partnerships, the submission of a petition for dissolution (in the case of amicable separation, the corresponding application) before the insured trip to be taken jointly by the partners concerned;
  - 2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence before the insured trip to be undertaken jointly by the partners concerned;

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

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

3. The insured event shall apply to the insured person concerned, that person's co-travelling family members with equivalent insurance, and additionally per event for a maximum of six further co-travelling persons with equivalent insurance.

Any person who is similarly insured for such events with Europäische Reiseversicherung AG Wien is deemed to have equivalent insurance.

4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children, adopted children), the parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), the siblings, stepsiblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### Article 15

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

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the trip interruption already existed or was foreseeable at the start of the journey;

2. the reason for cancellation or curtailment is connected with an existing illness or consequence of an accident which has been treated

2.1. on an outpatient basis in the last six months or

2.2. on an inpatient basis in the last nine months

before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations);

3. the travel company withdraws from the travel agreement;

4. the reason for trip cancellation is connected with a pandemic or epidemic.

#### Article 16

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

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

The policy holder or the insured person must

1. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;

2. report the event insured against to the insurer immediately, stating the reason for cancellation/interruption;

3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);

4. immediately send the following documents to the insurer:

– proof of insurance;

– for trip cancellation: cancellation costs invoice and claim form completed in full;

– booking confirmation

– unused or rebooked travel documents [...];

– documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate)

– in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;

5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

#### Article 17

##### How much is the compensation?

The insurer shall refund up to the agreed insured sum

1. in the event of cancellation of the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event [...]

Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were invoiced on the date on which the trip was booked, are stated separately on the booking confirmation, and have been taken into account in the amount of the selected sum insured:  
– package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.

2. in the event of trip interruption,

2.1. the paid but unused parts of the insured trip;

[...]

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

#### Annex

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

§ 6. (1) If it is provided in the contract that in the event of the violation of an obligation towards the insurer which has to be fulfilled before the occurrence of the insured event, the insurer is to be released from the obligation to make payment,

the agreed legal consequence does not arise if the violation is to be regarded as non-culpable. The insurer can terminate the contract without notice within one month from the time when knowledge of the violation is obtained, unless the violation is to be regarded as non-culpable. If the insurer does not terminate the contract within one month, the insurer cannot plead release from payment as agreed.

(1a) In the event of the violation of an obligation which is intended to maintain the equivalence between risk and premium upon which the insurance contract is based, the agreed release from payment also only arises in the ratio in which the agreed premium falls short of the premium as provided in the tariff in respect of the increased risk.

In the event of the violation of obligations in regard to mere communications and notifications which do not have any influence on the insurer's assessment of the risk, release from payment only arises if the obligation in question has been intentionally violated.

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

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

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

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

# Information on Withdrawal, Complaints and Data Processing

## How can you withdraw from your insurance contract?

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

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

### Consequences of the withdrawal:

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

### Special Information:

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

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

## Whom to contact with a complaint?

You can submit your complaint to:

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

## How we process your data?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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