

# Cancellation cover for one course/seminar

## Insurance Product Information Document

Company: Europäische Reiseversicherung AG, Vienna

Product: Course and Seminar Cancellation-Cover



**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 insurance conditions for Course and Seminar Cancellation-Cover ERV-VB Course/Seminar 2015 provide for the complete pre-contractual and contractual information.

### What is this type of insurance?

Course and Seminar Cancellation-Cover is a cancellation insurance for one course or seminar.



#### What is insured?

- ✓ If a course or seminar has not been attended or has been left prematurely.  
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
- ✓ In the event of non-attendance at the course or seminar, we pay the cancellation costs due under the respective contract up to the amount of the insured costs of the course or seminar.
- ✓ In the event of curtailment, we pay the unused parts of the course or seminar and, if return journey was also booked and insured, the additional return journey costs.



#### What is not insured?

- ✗ deliberate or gross negligent acts by the insured person
- ✗ strike or official orders
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments
- ✗ 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 course/seminar cancellation) or before the start of the course/seminar (in the event of course/seminar curtailment)
- ✗ if the course or seminar does not take place or is postponed
- ✗ if the reason for the cancellation or curtailment already existed or was foreseeable



#### Are there any restrictions on cover?

- ! The benefits are limited at each insured event with the insured course or seminar (travel) price as a maximum.



#### Where am I covered?

- ✓ You are covered **worldwide**.



#### 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 course or seminar, 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.

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

Cover applies in respect of one booked course/seminar with a duration of up to one year. Insurance cover is subject to payment of the premium.

**Cancellation insurance:** Insurance cover is provided from the taking out of the insurance. For courses/seminars which have been booked before insurance has been taken out, cover for cancellation does not start until the 10th day after the policy has been taken out (except in cases of accident, death or act of God). Insurance cover terminates upon the start of the course/seminar.

In relation to **interruption insurance**, insurance cover is provided upon the start of the course/seminar and ends upon the end of the course/seminar or the prior expiry of the insurance.



#### How do I cancel the contract?

The insurance contract terminates automatically at the end of the course/seminar or if the maximum duration of an insured course/seminar is exceeded (1 year).

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.

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

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

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

## Benefits

### Cancellation\*

→ Reimbursement of cancellation costs in the event of non-attendance at the course or seminar

### Curtailement

→ Reimbursement of booked but unused parts of the course or seminar  
→ Additional return travel costs (if return journey also booked and also insured)

Reimbursement of costs up to the insured course or seminar (travel) costs\*\* as a maximum (= insured sum)

\* For courses/seminars which have been booked before insurance has been taken out, cover for cancellation does not start until the 10th day after the policy has been taken out (except in cases of accident, death or act of God).

If the course/seminar consists of **several blocks**, all blocks can also be insured together, if they are booked together and all blocks take place within a period of one year.

Cover applies in respect of one booked course/seminar (maximum duration 1 year). The contractual basis for the provision of cover are the EUROPÄISCHE insurance conditions for Course and Seminar Cancellation-Cover (ERV-VB Course/Seminar 2015, see page 2). All insurance benefits are subsidiary. The insurance contract is subject to Austrian law. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

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Registered office in Vienna. Commercial register 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.

## Insured reasons for Cancellation / Curtailement

Cover is provided in respect of the following events, if, as a result thereof, you are unexpectedly unable to attend the course/seminar or you have to leave prematurely:

- unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death;
- loosening of implanted joints;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making your presence absolutely necessary;
- pregnancy, if determined after the policy has been taken out and the course/seminar falls within the maternity protection period, or serious complications of pregnancy up to and including the 35<sup>th</sup> week of pregnancy;
- serious damage to your property at the place of residence as a result of acts of God (e.g. flood, storm), fire, burst water pipes or criminal act of a third party, making your presence absolutely necessary;
- loss of job without fault, as a result of notice of termination issued by the employer;
- call-up to basic military service or alternative civilian service;
- submission of an action for divorce to the competent court or, in the case of registered life partnerships, the submission of a petition for dissolution before the course/seminar to be taken jointly by the married couple/civil partners;
- dissolution of the relationship of two partners living together (who have had the same registered address for at least 6 months) by the giving up of the joint residence immediately before the course/seminar to be undertaken jointly by the partners concerned;
- failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years;
- receipt of an unexpected judicial summons;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death of the person who has been entrusted with the care of family members who are of minority age or in need of care, making your presence at the place of residence absolutely necessary;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death of the employee or colleague in the same company, who is deputising for the insured for the duration of the course/seminar, making your presence at the place of residence absolutely necessary;
- significant financial damage (valued at over € 5,000) as a result of a crime against property (theft, damage to property etc.) or accident within one month prior to the start of the course/seminar;
- traffic accident involving the private vehicle of the insured on the direct way to the course/seminar, if the course/seminar is missed as a result;
- disaster aid as a member of the fire service or rescue service;
- calling to a military exercise of the Federal Army;
- unforeseen taking up of a new employment relationship if the insured course/seminar takes part in the first six months of the new professional activity.

## Restrictions on cover provided

No cover is provided, for example, if the reason for cancellation or curtailment:

- already existed or was foreseeable;
- is connected with an existing illness or consequence of an accident of the insured person or a person who represents a cancellation risk (e.g. family member), which has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 months
 before the policy is taken out (in the event of course/seminar cancellation) or before the start of the course/seminar (in the event of course/seminar curtailment) (excluding check up examinations).

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

If you are unable to attend the course/seminar or have to leave prematurely, please cancel immediately with the course/seminar organiser (for travel services, at the place where you made your booking) and at the same time inform the Europäische Service Centre (by fax, letter or e-mail or on the Internet). Please give the following information: first name and surname, address, date of course/seminar, date of cancellation/curtailment and reason for cancellation/curtailment, booking confirmation and proof of insurance.


If the event of sickness/accident please have a detailed medical certificate or accident report made out, using the claim form. Enclose the sickness notification sent to your social insurance company and the confirmation concerning medicines prescribed.

The claim form can be requested by telephone, fax, post or e-mail, or can be downloaded from our website.

Europäische Reiseversicherung AG  
Kratochwjlestraße 4, A-1220 Vienna  
Service Center: Phone +43/1/317 25 00-73930,  
Fax +43/1/319 93 67, E-mail: info@europaeische.at  
Online notification of loss at www.europaeische.at

Europäische Reiseversicherung AG  
Kratochwjlestraße 4, A-1220 Vienna

  
Mag. Wolfgang Lackner

  
Mag. (FH) Andreas Sturmlechner

## EUROPÄISCHE insurance conditions for Course and Seminar Cancellation-Cover 2015 (ERV-VB Course/Seminar 2015)

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

### Article 1 Who is insured?

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

### Article 2 When does the insurance cover apply?

- Cover applies in respect of a booked course/seminar, and starts when the policy is taken out. Additionally booked travel services such as single or return journey or accommodation can also be included in the cover, if these fall within a period of not more than 48 hours before the start of the course/seminar and not more than 48 hours after the course/seminar has ended and if they are taken into account in the amount of the selected insured sum.
- A course/seminar is deemed to be any further training provision, offering of sport or leisure activities, etc. in the form of an event lasting one or more days. If the course/seminar consists of several blocks, all blocks can also be insured together, if they are booked together and all blocks take place within a period of one year.
- Insurance must be taken out before the start of the course/seminar.
- For courses/seminars which have been booked before insurance has been taken out, cover for cancellation 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. 3).
- The premium shall be paid upon conclusion of the insurance agreement.

### Article 3 What is insured?

An insured event shall exist if the insured person cannot attend the course/seminar or has to leave prematurely for any of the following reasons:

- 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 attend the booked course/seminar (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist).
- loosening of implanted joints in the insured, if this necessarily results in incapacity to attend the booked course/seminar;
- pregnancy of the insured person, if the pregnancy is only determined after the policy has been taken out and the course/seminar falls within the maternity protection period. If the pregnancy has already been determined before the policy has been taken out, the cancellation costs shall only be covered if premature birth occurs up to and including the 35<sup>th</sup> week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;
- unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making the presence of the insured person absolutely necessary;  
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.
- 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;
- loss of job without fault, as a result of notice of termination issued by the employer to the insured person;
- call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the course/seminar booking as a reason for postponing the call-up;
- submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court before the insured course/seminar to be undertaken jointly by the spouses concerned;
- 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 course/seminar to be undertaken jointly by the partners concerned;
- 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 course/seminar to be undertaken jointly by the partners concerned;
- 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 course/seminar booked before the examination;
- receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the course/seminar booking as a reason for postponing the summons;
- unexpected serious illness, serious physical injury caused by an accident or death of:
  - the person who has been entrusted, in place of the insured and for the duration of the course/seminar, with the care of family members who are of minority age or in need of care, if as a result the provision of such care is not possible,
  - the employee, or colleague in the same company, who is deputising for the insured for the duration of the course/seminar, making the presence of the insured person at the place of residence absolutely necessary.
- 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 course/seminar;
- traffic accident involving the private vehicle of the insured on the direct way to the course/seminar, if the course/seminar is missed as a result;
- necessary disaster aid by the insured as a member of the fire service or rescue service;
- calling of the insured to a military exercise of the Federal Army, provided the course/seminar booking is not accepted as a reason for non participation;
- unforeseen taking up of a new employment relationship by the insured person, if the insured course/seminar takes part in the first six months of the new professional activity; employment relationship designates an employment relationship between the employee and the employer which is subject to payment of social insurance contributions and is governed by an employment contract.

Cover is provided in respect of employment relationships that are subject to payment of social insurance contributions and where the working week is at least 15 hours, envisaged for a period of at least one year.

### Article 4 How much is the compensation?

The insurer shall refund up to the agreed insured sum

- in the event of cancellation of the insured course/seminar, the cancellation costs that were contractually due by the time of the occurrence of the insured event.
- in the event of curtailment,
  - the paid but unused parts of the insured course/seminar (excluding the return ticket);
  - the additional travel costs incurred by the premature return, if the return journey has been booked at the same time and is also insured. 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.

### Article 5 What is not insured (exclusions)?

Insurance cover is not provided

- for events that are caused deliberately or with gross negligence by the insured person; Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
- for events that occur in the context of participation in navy, military or air force services or operations;
- for events that are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
- for events that 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;
- for events that occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
- for events that 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;
- for events that are caused by strike;
- for events that are caused by the suicide or attempted suicide of the insured person;
- for events that occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
- for events that are caused as a result of official orders;
- for events that are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
- for events that are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medications;
- for events that result from the use of paragliders and hang-gliders (only applicable in respect of course/seminar curtailment);
- for events that 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 (only applicable in respect of course/seminar curtailment);
- for events that arise in the context of undertaking professional sports including training (only applicable in respect of course/seminar curtailment);
- for events that occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (only applicable in respect of course/seminar curtailment);
- for events that 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 (only applicable in respect of course/seminar curtailment);
- for events that occur in the context of the exercise of an extreme sport (only applicable in respect of course/seminar curtailment);
- if the reason for cancellation or curtailment 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 monthsbefore the policy is taken out (in the event of course/seminar cancellation) or before the start of the course/seminar (in the event of course/seminar curtailment) (excluding check up examinations);
- if the reason for the cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the curtailment already existed or was foreseeable at the start of the course/seminar;
- if the course/seminar does not take place or is postponed;
- if the specialist doctor/medical examiner (see Art. 6, Sec. 6.) instructed by the insurer does not confirm the incapacity to attend the course/seminar;
- if the reason for cancellation is connected with a pandemic or epidemic.

### Article 6 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 insured person must

- 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;
- report the event insured against to the insurer immediately, stating the reason for cancellation/curtailment;

3. in the event of sickness or accident, have a corresponding confirmation made out by the doctor providing treatments (in the case of curtailment, the local doctor);
4. immediately send the following documents to the insurer:
  - proof of insurance;
  - for cancellation: cancellation costs invoice and claim form completed in full;
  - booking confirmation;
  - unused or rebooked travel documents (e.g. flight tickets);
  - 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;
  - other documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate);
5. 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;
6. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

Article 7

**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 8

**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 9

**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 10

**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 11

**What law is applicable?**

Austrian law applies insofar as is legally permissible.

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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.