

**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 Hotel Industry 2012 provide for the complete pre-contractual and contractual information.

### What is this type of insurance?

Hotel Cancellation Plus is a cancellation and accident insurance for one hotel stay.



#### What is insured?

##### Trip cancellation and trip interruption insurance

- ✓ 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 travel services up to the amount of the insured journey costs.

##### Search and rescue

- ✓ In the event of an accident, distress at sea or in mountains, we refund the search and rescue costs up to € 7,500.



#### What is not insured?

##### General

- ✗ deliberate or gross negligent acts by the insured person
- ✗ strike or official orders
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments

##### Trip cancellation and trip interruption insurance

- ✗ 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?

##### General

- ! 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, and the Canary Island.



#### 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.
- 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 31 days 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 insurance is taken out on the basis of an insurance offer which has been sent with the booking confirmation, insurance taken out not later than five days after the journey is booked is deemed to have been taken out at the same time as the journey is booked.

If the insurance is not taken out at the same time as the journey is booked, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God).

In relation to **any further insurance benefits**, 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 (31 days).

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.

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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

Trip cancellation	
1. Cancellation costs if trip not started	up to selected trip price (no excess)
Trip curtailment	
2. Reimbursement of booked but unused travel services	up to selected trip price
Delayed arrival	
3. Reimbursement of additional costs of overnight accommodation and meals during the outward journey	up to € 400.-
Involuntary extension of holiday	
4. Reimbursement of additional costs of overnight accommodation and meals at the holiday destination	up to € 2,000.-
Search and rescue including helicopter rescue	
5. Search and rescue costs in the event of an accident, or in the event of distress in the mountains or at sea	up to € 7,500.-

## Premiums

for one trip up to 31 days in Europe

Trip price up to	Premium	Trip price up to	Premium
€ 200.-	€ 10.-	€ 2,500.-	€ 125.-
€ 300.-	€ 15.-	€ 3,000.-	€ 150.-
€ 400.-	€ 20.-	€ 3,500.-	€ 175.-
€ 500.-	€ 25.-	€ 4,000.-	€ 200.-
€ 600.-	€ 30.-	€ 4,500.-	€ 225.-
€ 800.-	€ 40.-	€ 5,000.-	€ 250.-
€ 1,000.-	€ 50.-	€ 6,000.-	€ 300.-
€ 1,200.-	€ 60.-	€ 7,000.-	€ 350.-
€ 1,400.-	€ 70.-	€ 8,000.-	€ 400.-
€ 1,600.-	€ 80.-	€ 9,000.-	€ 450.-
€ 1,800.-	€ 90.-	€ 10,000.-	€ 500.-
€ 2,000.-	€ 100.-		

The insurance cover for trip cancellation benefits shall commence upon payment of premium. The insurance must be taken out at the same time as the journey is booked. If the premium is not paid at the same time as the journey is booked, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance. (except in cases of accident, death or act of God).

If you are taking out Hotel Cancellation Plus for more than one person travelling together, please select the premium for the trip price (incl. any additional booked benefits and travel expenses) for all persons.

Please note that the maximum sum insured for trip cancellation per booking/event insured is € 10,000.-. Higher sums are only valid if approved in writing by Europäische.

## Insured reasons for Trip cancellation / Trip curtailment

The following events are covered as reasons for trip cancellation / trip interruption, if as a result you are unexpectedly unable to commence the trip or have to break it off:

- 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 the pregnancy is determined after booking the journey, or severe pregnancy complications up to the 35th week of pregnancy inclusive\*;
- 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 trip 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 trip 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.

\* In the event of sickness/accident please have a detailed medical certificate made out by the treating doctor.

No cover is provided, for example, if the reason for trip cancellation or trip interruption

- already existed or was foreseeable;
- is connected with an existing illness 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 case of trip cancellation) or before the start of the trip (in the case of trip interruption) (except for check up examinations).

## Who is insured?

The insured event shall apply to the insured person concerned and additionally for the following co-travelling persons with equivalent insurance:

- family members of the insured person concerned;
- per insured event a maximum of three further persons.

Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings before the policy is taken out (in the case of trip cancellation) or before the start of the trip (in the case of trip curtailment) (except for check up examinations).

## For questions regarding insurance cover and premium payment:

Insurance **broker**: The insurance is brokered by the respective **accommodation provider**.

The accommodation provider is supported in this by gastro-pool Italien GmbH.

Queries concerning insurance cover and premium payment you can send to the accommodation provider or to

gastro-pool Italien GmbH, Schlachthofstraße 53 B, I-39100 Bozen

Tel: +39 0471 054 900, Fax:+39 0471 054 901 Office hours: 08.00 – 12.30 / 13.30 – 17.00

E-Mail: [erv@gastropool.it](mailto:erv@gastropool.it)

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

Benefits	What should you do in case of a claim?
<b>1. Trip Cancellation:</b> Cancellation costs if trip not started up to selected trip price (no excess)	Please <b>immediately inform your accommodation provider (hotel)</b> . In the event of a cancellation for health reasons, we also need a detailed medical certificate (legible, containing a precise diagnosis) from the doctor who is treating you. Request the medical certificate at gastro-pool ( <a href="mailto:erv@gastropool.it">erv@gastropool.it</a> ).
<b>2. Trip interruption:</b> Reimbursement of booked but unused travel services up to selected trip price	If the curtailment of your trip is due to sickness or an accident, we need a medical certificate from the local doctor who is treating you!
<b>3. Delayed arrival:</b> Reimbursement of additional costs of overnight accommodation and meals during the outward journey up to € 400.-	Send the documentation concerning the costs of accommodation and meals that have arisen together with confirmation of the reason (medical certificate, official confirmation of road block, accident, breakdown etc.) to gastro-pool.
<b>4. Involuntary extension of holiday:</b> Reimbursement of additional costs of overnight accommodation and meals at the holiday destination up to € 2.000.-	
<b>5. Search and rescue including helicopter rescue:</b> Search and rescue costs in the event of an accident, or in the event of distress in the mountains or at sea up to € 7,500.-	If an insured event occurs, inform gastro-pool immediately by telephone, stating the facts.

The contractual basis are the EUROPÄISCHE travel insurance conditions (Hotel Industry) 2012 (ERV-RVB Hotel Industry 2012), which can be found on the following pages. All insurance benefits are subsidiary.

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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

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Europäische Reiseversicherung AG Kratochwjlestraße 4, A-1220 Vienna



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

## EUROPÄISCHE travel insurance conditions (Hotel Industry) 2012 (ERV-RVB Hotel Industry 2012) for Hotel Cancellation Plus

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

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions (Hotel Industry) 2012 (ERV-RVB Hotel Industry 2012) the „EUROPÄISCHE Reiseversicherungsbedingungen Hotellerie 2012 (ERV-RVB Hotellerie 2012)“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

### I. 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?

The insurance cover shall apply in Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira and the Canary Islands.

#### Article 3

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

- The insurance cover shall apply to one journey up to the selected duration of insurance. The following provisions relating to the journey are to be applied accordingly to accommodation agreements also.
- The insurance cover begins with the leaving of the town of residence or of second residence or of the place of work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance. The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusion by means of bank payment form, on the day after payment has been made, at 0.00 hrs.) and shall end upon the start of the trip.

#### Article 4

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

- Insurance must be taken out before the start of the journey.

- The insurance must be taken out at the same time as the journey is booked.

If the insurance is taken out on the basis of an insurance offer which has been sent with the booking confirmation, insurance taken out not later than five days after the journey is booked is deemed to have been taken out at the same time as the journey is booked.

If the insurance is not taken out at the same time as the journey is booked, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14).

- 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)?

No cover is provided in respect of events which

- 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;
- occur in the context of participation in navy, military or air force services or operations;
- are connected with war, civil war, war-like conditions and internal unrest and which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured

#### (subsidiarity)?

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

#### Article 11

##### When is the compensation due?

1. Once the insurer's obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due two weeks thereafter.
2. If official investigations or proceedings have been initiated in connection with the insured event, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

#### Article 12

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

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

#### Article 13

##### What law is applicable?

Austrian law applies insofar as is legally permissible.

## II. 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 (e.g. hotel or rental arrangement). Additionally booked benefits and travel expenses can be insured.
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 booking the journey. If the pregnancy has already been determined before the booking was made, the cancellation costs shall only be covered if severe pregnancy complications up to the 35th week of pregnancy inclusive (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 writing when the policy is taken out; per booking only one closely related person may be named), making the presence of the insured person absolutely necessary;
  - 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 immediately before the insured trip to be undertaken jointly by the spouses concerned;
  - 2.9. in the case of registered life partnerships, the submission of a petition for dissolution (in the case of amicable separation, the corresponding application) immediately before the insured trip to be taken jointly by the partners concerned;
  - 2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence immediately before the insured trip to be undertaken jointly by the partners concerned;
  - 2.11. failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least three years, by the insured person immediately before the date of an insured trip booked before the examination;
  - 2.12. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.
3. The insured event shall apply to the insured person concerned and additionally for the following co-travelling persons with equivalent insurance:
  - family members of the insured person concerned;
  - per insured event a maximum of three further persons.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,

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;

4. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
5. are caused by strike;
6. are caused by the suicide or attempted suicide of the insured person;
7. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
8. are caused as a result of official orders;
9. 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 or explosive (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;
10. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
11. are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
12. result from the use of paragliders and hang-gliders (not applicable in respect of trip cancellation);
13. arise in the context of participation in motor sports competitions (including points events and rallies), the training trips associated therewith, motorised journeys on racing tracks and motor sports events (not applicable in respect of trip cancellation);
14. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
15. 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);
16. 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);
17. occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if the activity in question is associated with a hazard which far exceeds the normal risk associated with a journey (not applicable in respect of trip cancellation).

Alongside these general exclusions from insurance protection, specific exclusions are regulated in Article 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. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

#### Article 8

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

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

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;
2. immediately inform the insurer about the event insured against;
3. provide the insurer with full written information about the damaging event and the amount of the loss;
4. 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;
5. 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;
6. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc.

In addition to these general obligations, special obligations are set out in Art. 16.

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

#### Article 9

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

Unless otherwise agreed, the written form is necessary for notifications and declarations of the insured to the insurer.

#### Article 10

##### What applies in the event of entitlements from other insurance policies

grandchildren, foster children), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### 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 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 monthsbefore 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, the hotelier or the lessor withdraws from the travel agreement;
4. the specialist doctor/medical examiner (see Art. 16, Sec. 5.) instructed by the insurer does not confirm the incapacity to travel;
5. the reason for trip cancellation is connected with a pandemic or epidemic.

#### Article 16

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

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 (e.g. flight tickets);
  - documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate)
  - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

#### Article 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;
2. in the event of trip interruption the paid but unused parts of the insured trip;

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

## B: Delayed arrival and involuntary extension of holiday

#### Article 18

##### What costs are reimbursed in the event of delayed arrival?

1. Insured event  
An insured event has occurred if one of the following events occurs during the journey to the booked place of stay and as a result it is not possible to reach the place of stay on the booked date:
  - 1.1. accident or traffic accident of the insured;
  - 1.2. technical failure of the private vehicle used;
  - 1.3. delay of a public means of transport (including flight delay) of at least two hours (based on delayed arrival at the destination).  
No insurance cover is provided in the event of natural disasters, closing of airspace, closing of airports, closing of roads, traffic congestion, flight delays where connecting flight tickets have been booked and the minimum transfer times have not been observed;
  - 1.4. Road closure due to a local weather event (e.g. avalanche risk, flood debris, flooding).

Confirmation of the facts must be obtained from the airline, the transport provider or the competent authority.

2. Compensation  
Reimbursement is provided for the necessary and proven additional costs in respect of overnight accommodation and meals up to the agreed insured sum (single cover). If the compensation arising from one event (e.g. the general weather situation) in respect of several insured events during one calendar week (Saturday to Friday) within the geographical scope as described in Art. 2 exceeds € 800,000 (cumulative claim limit), the compensation allocated to the individual insured is reduced in proportion. In this case the insurer is liable for the compensation arising from the individual contract according to the ratio of this cumulative claim limit to the sum of all compensation amounts arising from the insurance contracts concerned.

#### Article 19

##### What costs are reimbursed in the event of involuntary extension of holiday?

1. An insured event has occurred if the insured cannot end the booked stay as planned because:
  - 1.1. an accident has occurred,
  - 1.2. he has fallen ill, or
  - 1.3. a road has been closed due to a local weather event (e.g. avalanche risk, flood debris, flooding)

In the case of a road closure, confirmation must be obtained from the competent authority.

2. Compensation  
The insurer reimburses the additional costs arising in the quality as booked up to the agreed insured sum (single cover). If the compensation arising from one event (e.g. the general weather situation) in respect of several insured events during one calendar week (Saturday to Friday) within the geographical scope as described in Art. 2 exceeds € 4,000,000 (cumulative claim limit), the compensation allocated to the individual insured is reduced in proportion. In this case the insurer is liable for the compensation arising from the individual contract according to the ratio of this cumulative claim limit to the sum of all compensation amounts arising from the insurance contracts concerned.

## C: Search and Rescue

#### Article 20

##### Which search and rescue costs are refunded?

1. Insured event  
The insured person must be recovered because he has suffered an accident, is in distress in the mountains or at sea or there is a justified assumption of one of the situations.
2. Compensation  
The insurer shall refund up to the agreed insured sum the proven costs of the search and rescue for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

# 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.