

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 2011 in the version School Children and Student-(Group)-Cover provide for the complete pre-contractual and contractual information.

What is this type of insurance?

School Children and Student-Cover is a travel and trip cancellation insurance for one trip for school children, youngsters and students up to 28 years of age.



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
 - ✓ failure to pass the school-leaving certificate examination or a similar final examination for a course of school education lasting at least 3 years
 - ✓ non advancement of a pupil to the next school grade in case of class trips
- ✓ 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 as well as the additional return journey costs.

Travel luggage insurance

- ✓ Cover is provided for any damage to or loss of luggage.
- ✓ We refund the current value in the amount of up to € 2,000.
- ✓ If your luggage is delayed at the destination, we refund any urgent replacement expenses in the amount of up to € 200.

Search and rescue

- ✓ In the event of an accident, distress at sea or in mountains, we refund the search and rescue costs up to € 10,000.

Travel medical insurance

- ✓ The insurance covers any acute illness or accident during a journey abroad.
- ✓ We refund the costs for outpatient and inpatient treatment abroad up to € 300,000.
- ✓ We will organise your return transport and cover all costs in this connection to the extent this is medically reasonable and justifiable.

Travel personal liability

- ✓ The insurance covers the payment of justified claims for damages or the costs of defence against unjustified claims for damages in connection with any damages caused by the insured person as a private person as a lump sum of up to € 750,000.



What is not insured?

General

- ✗ 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

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)

Travel luggage insurance

- ✗ events which are caused by own-fault
- ✗ any damage occurring during the use of the luggage
- ✗ objects serving the pursuit of a profession

Travel medical insurance

- ✗ the foreseeable deterioration or the planned treatment of an existing illness
- ✗ 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 trip is started
- ✗ treatments that are the exclusive or partial reason for the trip
- ✗ increased risk of accident as a result of physical work
- ✗ expeditions, extreme sports, professional sports, motor sports as well as the participation in national and international sports competitions



Are there any restrictions on cover?

Travel luggage insurance

- ! for jewellery, watches, furs, technical devices
- ! for items left on top or inside of unattended vehicles
- ! regarding camping and caravanning

Travel medical insurance

- ! if the social health insurance fails to pay benefits: 20% excess applies to treatments costs as well as costs of transport to the hospital and transfer costs
- ! maximum cover of up to € 10,000 if an existing illness is unexpectedly becoming medically acute
- ! in the case of unexpected commencement of war, civil war, war-like conditions or internal unrest, cover applies until immediate departure, however, no longer than 14 days
- ! Diving only with valid authorisation and to a depth of not more than 40m, mountaineering up to 5,000m sea level
- ! use of air vehicles only as passenger on a power-driven aircraft, which are authorised to carry out passenger transportation services



Where am I covered?

- ✓ Depending on your selection of the relevant tariff you are covered “**worldwide**” or in “**Europe**”.
The tariff “Europe” covers Europe in the geographical sense, all Mediterranean states and islands, Jordan, Madeira, the Azores and the Canary Island.
Medical benefits cover only applies abroad.
The country in which you have your place of residence or social insurance is regarded as your home country..



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 cover: 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.
- If an event is covered by travel medical insurance, you must contact the insurer’s 24-hour emergency number immediately prior to any treatment on an inpatient basis or any transport home.



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?

The insurance applies to a journey up to the selected duration of the trip. 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 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 **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.

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, 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.

Benefits

Trip Cancellation	
1. Cancellation costs if trip not started (incl. booking charges)	up to the selected travel price
For journeys which have been booked before insurance has been taken out, cover for benefit 1 does not start until the 10th day after the policy has been taken out (except in cases of accident, death or act of God).	
Trip interruption	
2. Reimbursement of booked and unused travel services	up to the selected travel price
3. Additional return journey costs	up to 100 %
Travel luggage	
4. Reimbursement of current value for damaged or lost baggage (e.g. during transport or in the event of theft)	up to € 2,000
5. Replacement purchases in the event of delayed luggage at destination	up to € 200
Search and rescue	
6. Search and rescue costs in the event of accident and distress at sea or in mountains	up to € 10,000
Medical services abroad and transport home	
7. Transport to hospital/transfer transport	up to 100 %
8. Outpatient treatment	up to 100 %
9. Inpatient treatment	up to € 300,000
10. Transport home if medically necessary (incl. ambulance jet)	up to 100 %
11. Transport home after 3 days hospital stay, even if not medically necessary (excl. ambulance jet)	up to 100 %
12. Funeral transport charges in the event of death or burial on site	up to 100 %
Maximum payment in respect of 7. to 12. in the event of an existing illness unexpectedly becoming acute	up to € 10,000
Disability following accident	
13. Compensation for permanent disability from 50 %	€ 40,000
Travel personal liability	
14. Damage to property and personal injury lump sum	up to € 750,000
24 hour emergency service and immediate assistance worldwide	yes

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student- (Group)-Cover.

Cover applies in respect of one trip up to the selected duration of trip. The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-RVB 2011 with the additional cancellation reasons according to Art. 14, Pt. 2.13. to 2.16., and the amended Art. 14, Pt. 3., whereby the insured event applies for the respective affected insured person. The EUROPÄISCHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student-(Group)-Cover can be found on the following pages. All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. With respect to benefits 7 to 9, if no reimbursement of costs is made by the policy-holder's social insurance, an excess of 20 % applies. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

Insurer: Europäische Reiseversicherung AG, Kratochwjlestraße 4, A-1220 Vienna. Phone +43/1/317 25 00-73930, Fax +43/1/319 93 67. E-mail: info@europaeische.at, www.europaeische.at. Seat in Vienna. Commercial register HG Wien FN 55418y.
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Premium per person

for school children, youngsters and students
up to completion of the 28th year of life at the start of the journey

Travel price up to	5 days	10 days	17 days	31 days	2 months
Europe*					
€ 300		€ 16		-	-
€ 500	€ 25	€ 27	€ 30	€ 39	€ 78
€ 750	€ 36	€ 39	€ 42	€ 52	€ 89
€ 1.000	€ 41	€ 44	€ 48	€ 59	€ 97
€ 1.500	€ 52	€ 55	€ 59	€ 69	€ 109
€ 2.000	€ 68	€ 71	€ 74	€ 85	€ 124
€ 3.000	€ 88	€ 91	€ 94	€ 105	€ 146
Worldwide					
€ 500		€ 37		-	-
€ 1.000	€ 54	€ 58	€ 65	€ 73	€ 130
€ 1.500	€ 68	€ 74	€ 78	€ 86	€ 141
€ 2.000	€ 75	€ 81	€ 86	€ 95	€ 150
€ 3.000	€ 118	€ 124	€ 129	€ 136	€ 193

* Europe, all states and islands bordering on the Mediterranean, Jordan, Madeira and the Canary Islands

Premium for each further month
(maximum 11 months of total travel period):

Europe*	€ 59
Worldwide	€ 80

Emergency number 24 hours a day

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Please note that the maximum sum insured for trip cancellation per person is € 3,000.
Higher sums are only valid if approved in writing by Europäische.

Insured reasons for Trip cancellation / Trip interruption

Trip cancellation/interruption reasons are the following events, if these result in your being unexpectedly unable to commence your journey or having 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 only determined after booking the journey, or severe pregnancy complications;
- 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;
- receipt of an unexpected judicial summons;
- **failure to pass the school-leaving certificate examination**, or a similar final examination for a course of school education lasting at least 3 years.

The following additional travel cancellation reasons are covered by the School Children and Student-Cover:

- **unexpected change of school or leaving of school** by the insured person before the date of travel of the insured journey;
- **failure to pass an examination at a school/university**, if the repeat exam is unexpectedly held in the trip period;
- **non advancement of a pupil** to the next school grade in case of class trips;
- **failure in a final examination class** of an educational course of at least 3 years' duration immediately before the insured trip.

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.

The insured event shall apply to the insured person concerned.

Restrictions on cover provided

Trip cancellation / Trip interruption

No cover is provided, for example, if the reason for trip cancellation or 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 monthsbefore the policy is taken out (in the event of trip cancellation) or before the start of the trip (in the event of trip interruption) (excluding check up examinations);

Medical services abroad and transport home

No cover is provided, for example, for

- treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned;
- costs in connection with an existing illness if this illness has been treated
 - on an outpatient basis in the last 6 months or
 - on an inpatient basis in the last 9 monthsbefore the start of the trip (excluding check up examinations).

An existing illness is covered if it unexpectedly becomes medically acute and is not excluded from cover for the above mentioned reasons. In this case the costs generally are reimbursed up to the agreed insured sum for existing illnesses.

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

In an **emergency**, please telephone our **24 hour emergency number** immediately:
+43/1/50 444 00

Please notify other events insured against as quickly as possible, by:

- **Fax** on +43/1/319 93 67-73930
- **Post** to Europäische Reiseversicherung AG Service Center
Kratowjlestraße 4
A-1220 Vienna
- **E-mail** to schaden@europaeische.at
- **Online Claim Report** at www.europaeische.at

If you have any **queries** please call our Service Center:

Monday to Friday 08:00 to 18:00
Phone +43/1/317 25 00-73930

Detailed information on what has to be observed in the event of a claim is set out in the following.

Claim forms can be requested by telephone, fax, post or e-mail, or can be downloaded from our website.

Trip cancellation: If you are unable to commence your journey, please cancel immediately at the place where you made your booking (e.g. travel agency) and at the same time inform the Europäische Service Center (by fax, letter, e-mail or Online Claim Report).

Please give the following information: your first name and surname, your address, your intended date of travel, the date of cancellation and the reason for cancelling, your booking confirmation and your proof of insurance.

In 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.

Trip interruption: In the event of sickness/accident please have a detailed medical certificate/accident report made out at the place where you have been staying.

If you require assistance in the organisation of your return journey, please call immediately using the emergency number.

Travel luggage:

Damage or loss: It is essential that you obtain written confirmation of the event of damage on site – for example from the police in the event of theft, or from the transport company (e.g. the airline) in the event of damage during transport.

In the event of damage occurring during the

flight, please keep your flight tickets including Bag Tag.

Delayed luggage at destination: It is essential that you obtain confirmation of the delay from the transport company (e.g. airline) and keep the receipts for the replacement purchases.

Search and rescue: Please call immediately using the emergency number.

Outpatient treatment: We will reimburse you for the costs, less the social insurance portion. To that end, please send doctors' and hospital bills to the social insurance organisation as quickly as possible. After the processing of any claims has been completed there, send the documents on to Europäische.

Medical emergency or inpatient treatment: Please call immediately using the emergency number. We will be happy to advise you and organise your transport home in an emergency.

Travel personal liability: Do not give any acknowledgement of fault to the injured party, either in the form of written or verbal commitments or payments, and inform the Europäische Service Center immediately.

Europäische Reiseversicherung AG
Kratowjlestraße 4, A-1220 Wien



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

EUROPÄISCHE travel insurance conditions ERV-RVB 2011 in the version School Children and Student-(Group)-Cover

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.
2. If the agreed local area of application is "Europe" (according to tariff), the insurance cover extends to Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira and the Canary Islands.
3. Exceptions: Art. 27 and 46 shall apply only abroad, Art. 28 only in the home country. The country in which the insured person has his/her place of residence or social insurance is regarded as that person's home country. "Abroad" is deemed to be the agreed local area of application excluding the home country.

Article 3 When does the insurance cover apply?

1. The insurance cover shall apply to one journey up to the selected duration of insurance.
2. 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.
3. 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. For journeys which have been booked before insurance has been taken out, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 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)?

- No cover is provided in respect of events which
1. are caused deliberately or with gross negligence by the insured person; travel personal liability insurance cover shall not apply only if the insured person deliberately and unlawfully causes the event for which he is liable to the third party. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
 2. occur in the context of participation in navy, military or air force services or operations;
 3. 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 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 Articles 15, 24, 29, 34 and 43.

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.
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)?

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. 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;
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;
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;
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, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc.

In addition to these general obligations, special obligations are set out in Articles 16, 31, 35 and 44.

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

Article 9 How do declarations have to be made?

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

Article 10 What applies in the event of entitlements from other insurance policies (subsidiarity)?

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

Article 11 When is the compensation due?

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. The following provisions related to the journey shall also apply mutatis mutandis to rented property.
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 (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;

The following additional travel cancellation reasons are covered by the School Children and Student-(Group)-Cover (Pt. 2.13. to 2.16.):

- 2.13. unexpected change of school or leaving of school by the insured person before the date of travel of the insured journey;
 - 2.14. necessary repetition by the insured person of a failed examination at a school/university, if the repeat exam is unexpectedly held in the trip period or within 14 days of the planned end of the trip, and the trip has been booked before the date of the examination which has not been passed;
 - 2.15. non advancement of a pupil to the next school grade, if the trip in question is a class trip;
 - 2.16. failure in a final examination class of an educational course of at least 3 years' duration by the insured person, immediately before the travel date for the insured trip;
3. The insured event shall apply to the insured person concerned.
 4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

**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 months
3. the travel company 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, and any official charges that the insured person can prove that he has paid for the grant of a visa. Booking fees are reimbursed up to the following amounts, if these 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:
 - flight tickets: maximum € 70 for price up to € 700 (above that amount, a maximum of 10 % of the price);
 - package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.
 Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked: maximum € 25 per person or maximum € 50 per booking/family;
2. in the event of cancellation of a travel arrangement with included cancellation insurance, the excess up to a maximum of 20 % of the cancellation charges;
3. in the event of trip interruption,
 - 3.1. the paid but unused parts of the insured trip (excluding the return ticket);

- 3.2. the additional travel costs incurred by the premature return. This includes the costs incurred through the unusability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked.

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

C: Travel luggage

**Article 20
What is insured?**

The insured event is damage to or loss of the insured items

- as a result of proven foul play (e.g. theft);
- as a result of natural hazards or fire;
- as a result of a traffic accident (except if the insured person is at fault);
- while in the safekeeping of a transport company, a guarded cloakroom or luggage storage facility.

**Article 21
What items are insured and what are the requirements for insurance cover?**

1. All objects (but see Sec. 2. and Sec. 3.) usually taken or acquired for personal private use on journeys shall be insured.
2. The following objects are only insured subject to the following conditions
 - 2.1. jewellery, watches, furs, technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones) and sports equipment (bicycles, surfboards, skis etc.), if they
 - are transported securely in personal custody and supervised such that they cannot be removed by third parties without overcoming an obstacle;
 - are handed over to an accommodation business, a guarded cloakroom or luggage storage facility;
 - are kept in a closed and locked room and all existing security facilities (safes, cupboards etc.) are used;
 - are carried or used in accordance with their purpose (sports equipment: see Art. 24, Sec. 3.).
 - 2.2. In the custody of a transport enterprise: Technical devices of all kinds including accessories and sports equipment, if they are delivered to a transport enterprise in a locked container. Insurance shall not extend to jewellery, watches and furs.
3. Insurance shall not extend to
 - 3.1. money, cheques, debit and credit cards, securities, tickets, deeds and documents of all kinds, animals, antiques, objects of primarily artistic or collector's value and removals goods;
 - 3.2. motorised land, air and water vehicles, sailing boats, hang-gliders, paragliders, kites, ice yachts, sailing boats and accessories, spare parts and special equipment for such;
 - 3.3. objects serving the pursuit of a profession, such as commercial goods, sample collections, tools, instruments and PCs (e.g. laptops).
 - 3.4. weapons including accessories.

**Article 22
What insurance cover is provided in or on unattended parked motor vehicles (vehicle trailers)?**

1. A motor vehicle (vehicle trailer) shall be deemed to be parked unattended if neither the insured person nor a reliable person appointed by him and known to him by name is permanently present at the motor vehicle (vehicle trailer) to be secured. Surveillance at a place open to general use shall not be regarded as attendance.
2. Insurance cover is provided in respect of items if it is not possible or reasonable for them to be kept in the accommodation or luggage, and if the motor vehicle (vehicle trailer) has demonstrably not been parked for longer than twelve hours, and
 - 2.1. they are located in a locked internal space or boot permanently circumscribed by metal, hard plastic or glass and secured by lock, and all existing security devices are used. They must be kept in the car boot if such is available and storage therein is possible, otherwise they must be kept in such a way that they cannot be seen from outside;
 - 2.2. the items are kept in a metal or hard plastic container or in a roof box. They must be locked, fixed to the motor vehicle and not removable by unauthorised persons without the use of force (steel rope lock alone is not sufficient).
3. On a two wheeled motor vehicle, the travel luggage transported shall be kept in a closed and locked metal or hard plastic container, that cannot be opened or removed by unauthorised persons without application of force. The other provisions of Secs. 1. and 2. shall apply mutatis mutandis.
4. No insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones), jewellery, watches and furs in unattended parked motor vehicles (vehicle trailers).

**Article 23
What insurance cover is provided in the context of camping and caravanning?**

1. Insurance cover in tents or while camping shall apply only to official camping sites established and recognised by public authorities, clubs or private enterprises.
2. Insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones), jewellery, watches and furs, if they are handed over to the camping site management for safe keeping or are located in a motor vehicle (vehicle trailer) or caravan, and the condition in Art. 22, Sec. 2.1. is satisfied.

**Article 24
What is not insured (exclusions)?**

No cover is provided in respect of events which

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

**Article 25
How much is the compensation?**

1. In the insured event, the insurer shall refund up to the agreed insured sum
 - the current value for destroyed or lost objects;
 - the necessary repair costs, up to a maximum of current value, for damaged repairable objects;
 - the material value for damaged, destroyed or lost films, sound and data carriers and the like.

2. The current value is deemed to be the repurchase price of the insured items on the date of the damage less a reduction in value for age and wear and tear. If repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.
3. The insurer shall waive the defence of under-insurance.

Article 26

What additional insurance cover is provided?

1. Replacement purchases in the event of delayed luggage at destination
The necessary outlays for essential replacement items for personal use are reimbursed in the event of delayed arrival of luggage at the destination, up to the agreed insured sum (does not apply at the place of residence).

D: Medical services abroad

Article 27

What is covered abroad?

1. An insured event is an acute illness, the occurrence of physical injury caused by an accident or the occurrence of the death of the insured person during a journey abroad.
2. The insurer will reimburse, up to the agreed insured sum, the necessary proven costs in respect of
 - 2.1. transport to the nearest hospital and a transfer transport necessary for medical reasons organised by the insurer;
 - 2.2. outpatient medical treatment including medically prescribed medicines and dental treatments for the relief of pain (including simple fillings);
 - 2.3. inpatient treatment in a hospital including medically prescribed medicines. The hospital in the country of stay must be generally recognised as a hospital and under permanent medical supervision. Use shall be made of the hospital at the place of stay or the nearest hospital. If the hospital stay is expected to last longer than three days, the insurer shall be notified as soon as possible, otherwise the insurance cover shall be withdrawn or the benefits reduced.
If the return journey is not possible for reasons of lack of transport capacity, the insurer reimburses the costs of treatment up to the day on which there is transport capacity, but not for longer than 90 days from the occurrence of the insured event;
 - 2.4. the return transport of the insured person organised by the insurer, as soon as medically reasonable and justifiable, by way of a medically adequate means of transport (including ambulance jet), to the home country (or to a neighbouring state if the trip started there);
 - 2.5. home transport after three days' hospital stay at the request of the insured person even if not medically necessary, organised by the insurer, as soon as is medically reasonable, depending on the condition of the insured, by rail, coach, ambulance or plane, if necessary accompanied by a doctor (but not by ambulance jet) to the home country (or to a neighbouring state if the trip started there);
 - 2.11. the transfer of the deceased in standard manner or instead burial at the place of the event (not to exceed the costs of a transfer in the standard manner);
 - 2.12. in the event of transport to hospital, transfer transport, home transport and return journey, the necessary and proven transport costs of baggage taken by the insured person and the insured co-traveller with them on the trip.
3. Unexpected complications of pregnancy and unexpected premature birth are covered up to the 35th week of pregnancy inclusive, and the costs listed in Sec. 2 are reimbursed in respect of the newborn child within the insured sum as agreed for the insured mother.
4. The insurer shall, where necessary, provide the hospital abroad with a guarantee of assumption of costs up to the insured sum specified in the insurance document. If an advance payment is necessary in this connection – or in connection with the benefits according to Sec. 2.1. or 2.4. – and if the amounts spent by the insurer are not the responsibility of a health insurance fund or a third party, or are not to be paid by the insurer on the basis of this agreement, the insured person shall refund such to the insurer within one month after submission of invoice.
5. The doctors' and/or hospital invoices must contain the name, date of birth of the insured person and the type of illness and treatment. The invoices or vouchers must be issued in German, English, Italian, Spanish or French. If this is not the case, the costs of translation shall be charged.
6. The benefits shall be paid in Euro. The conversion of foreign currencies shall, if evidence of the purchase of such currencies is provided, apply the evidenced rate of exchange. If no evidence is provided, the exchange rate according to the Official Journal of the Austrian Fiscal Administration at the time of the insured event shall apply.
7. If the insured person holds a social or private health insurance for the benefits pursuant to Secs. 2.1. to 2.3., he shall first file his claims with such insurance. If he fails to do so, he does not hold such an insurance or if such an insurance fails to pay benefits, the insurer's benefits shall be reduced by 20 %.

Article 28

What is covered in the home country?

In respect of events insured against that occur in the home country, the insurer will reimburse, up to the agreed sum insured (for abroad), the proven costs in respect of

1. for transfer transport in the home country to the hospital closest to the place of residence, provided that the hospital in which the insured person is treated is at least 50 km and at maximum 1.000 km from the insured person's place of residence and a hospital stay exceeding five days is to be expected, and the doctors providing treatment agree to a transfer;
2. a visit to a sick person, if the hospital stay abroad lasts longer than five days and there is no transfer transport (see Sec. 1). The insurer shall organise the journey of a not co-travelling person close to the insured person to the place of the hospital stay and back to the place of residence, and shall assume the costs for the favourably priced means of transport to be considered. The costs of the stay shall be refunded up to the agreed insured sum;
3. for the transfer of deceased persons in standard manner.

Article 29

What is not insured (exclusions)?

No cover is provided in respect of

1. treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned;
2. costs in connection with an existing illness if this illness has been treated on an outpatient basis in the last six months before the start of the trip or on an inpatient basis in the last nine months before the start of the trip (excluding check up examinations);
3. treatment that is the exclusive or partial reason for the start of the trip;
4. use of curative facilities tied to the place (spas);
5. preserving or prosthetic dental treatment;
6. provision of remedies (e.g. sight and hearing aids, dental braces, supports and prostheses of all kinds);

7. abortions and complications of pregnancy and childbirth arising after the 35th week of pregnancy;
8. vaccinations, medical expert reports and confirmations;
9. check-up examinations and follow-up treatment (e.g. therapy);
10. special benefits in the hospital such as single room, television, TV, rooming-in, etc.;
11. cosmetic treatments;
12. bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on his body, unless an insured event was the cause thereof. If an insured event was the cause thereof, Art. 6, Sec. 10. does not apply;
13. accidents during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft;
14. accidents when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident. This applies even if the vehicle is not being driven on roads with public transport.

Article 30

What cover is provided in the context of existing illnesses?

An existing illness is covered if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Art. 29. In this case the costs as stated in Articles 27 and 28 are generally reimbursed for existing illnesses up to the agreed insured sum.

Article 31

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

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

E: Travel accident

Article 32

What is insured?

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

Article 33

Which substantive limits to insurance cover apply?

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

Article 34

What is not insured (exclusions)?

No cover is provided in respect of

1. bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on his body, unless an insured event was the cause thereof. If an insured event was the cause thereof, Art. 6, Sec. 10. does not apply;
2. accidents during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft;
3. accidents when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident. This applies even if the vehicle is not being driven on roads with public transport.

Article 35

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. call upon medical assistance after the accident upon immediately, and the medical treatment shall be continued until completion of the healing process; likewise, reasonable nursing and where possible the prevention and reduction of the consequences of the accident shall be assured.
2. allow himself to be examined by the doctors designated by the insurer.
3. empower and cause the doctors and/or hospitals that have treated or examined him on other occasions to supply the information requested by the insurer and to supply reports.

Article 36
What is permanent invalidity?

1. If it becomes apparent within one year starting from the date of the accident that a permanent invalidity of at least 50 % will remain as a consequence, the agreed insured sum will be paid.
2. For the determination of the degree of invalidity, the following rates shall apply:
For the complete loss or complete functional incapacity
 - of an arm from the shoulder joint 70 %
 - of an arm up to above the elbow joint 65 %
 - of an arm below the elbow joint or a hand 60 %
 - a thumb 20 %
 - an index finger 10 %
 - another finger 5 %
 - a leg up to above the middle of the upper thigh 70 %
 - a leg up to the middle of the upper thigh 60 %
 - a leg up to the middle of the lower leg or a foot 50 %
 - a big toe 5 %
 - another toe 2 %
 - sight in both eyes 100 %
 - sight in one eye 35 %
 - if the sight in the other eye had already been lost before occurrence of the insured event 65 %
 - hearing in both ears 60 %
 - hearing in one ear 15 %
 - if the hearing in the other ear had already been lost before occurrence of the insured event 45 %
 - the sense of smell 10 %
 - the sense of taste 5 %
3. In the event of partial loss or partial functional incapacity of the above-mentioned body parts or organs, the rates in Sec. 2. shall be applied pro rata.
4. If the degree of invalidity pursuant to Sec. 2. cannot be determined, the decisive factor shall be the extent to which the physical or intellectual functional capacity is impaired according to medical points of view.
5. Two or more rates resulting from Secs. 2. and 4. shall be added together; however, the insurance benefit shall be limited to the insured amount.

Article 37
When is invalidity established?

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

Article 38
When is the insurance claim acknowledged?

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

Article 39
What applies in the event of differences of opinion?

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

Article 40
Which search and rescue costs are refunded?

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.

F: Travel personal liability

Article 41
What is insured?

1. The insured event shall be a damaging event caused by the insured person as a private person during a journey and which gives rise or may give rise to obligations to pay compensation on the part of the insured person (see Secs. 3. to 5.).
2. Several damaging events based on the same or a similar cause shall be deemed to be one insured event.
3. In the insured event, the insurer shall assume
 - 3.1. the performance of the obligations to pay damages incurred by the insured person as a result of damage to property and/or persons and the resulting financial damage on the basis of statutory liability provisions of a civil law content (hereinafter the obligation to pay damages). Purely financial losses are not insured.
 - 3.2. The costs for determining and defending a claim for damages raised by a third person within the limits of Art. 42.
4. Damage to property shall be damage or destruction of physical objects. Damage to persons shall be damage to health, physical injury or the killing of persons.
5. The insurance shall extend to obligations to pay damages on the part of the insured person resulting from the risks of daily life (with the exception of a business, professional or commercial activity), in particular
 - 5.1. resulting from the use of bicycles;
 - 5.2. resulting from the non-professional pursuit of sport, excluding hunting;
 - 5.3. resulting from the authorised possession of thrusting and cutting weapons and firearms and the use thereof as sports equipment and for purposes of self-defence;
 - 5.4. resulting from the keeping of small animals, excluding dogs and exotic animals;
 - 5.5. resulting from the occasional use but not the possession of electric and sailing boats, provided that the steersman holds the licence necessary for the use of the boat;
 - 5.6. resulting from the use of other non-motorised water vehicles and non-motorised model ships and aircrafts (the latter up to 5 kg);
 - 5.7. in the use (excluding wear and tear damage) of rented residential premises and other rented premises and the inventory contained therein.

Article 42
What costs are reimbursed?

1. If an all-in insured sum is agreed, this shall apply to damage to property and persons together.
2. The insurance shall cover the judicial and extra judicial costs appropriate to the circumstances for determining and defending a claim for damages alleged by a third party, even if such claim proves to be unjustified.
3. The insurance also covers the costs of the defence conducted on the instructions of the insurer in criminal or disciplinary proceedings. Costs pursuant to Secs. 2 and 3 and ambulance costs shall be set off against the insured sum.
4. If the settlement of a claim for damages demanded by the insurer fails as a result of the resistance of the policy holder, and if the insurer declares by registered letter that it holds its contractual share of the damages at the disposal of the injured party, the insurer shall not bear responsibility for the additional expenditure incurred following the said declaration with respect to the main claim, interest and costs.

Article 43
What is not insured (exclusions)?

1. The insurance shall not extend to claims for damages resulting from damage caused by the insured person or persons acting for him through the possession or use of
 - 1.1. air vehicles or aircraft;
 - 1.2. land or water vehicles or their trailers bearing an official registration number or which ought to bear such according to the provisions applicable in Austria;
 - 1.3. motor driven water vehicles (except for Art. 41, Sec. 5.5.).
2. Nor shall insurance cover apply to
 - 2.1. claims going beyond the scope of statutory compensation obligations by virtue of a contract or a particular undertaking;
 - 2.2. the performance of contracts and substitute performance;
 - 2.3. damage suffered by the insured person himself and his family members (spouse, relatives in the direct ascending and descending line, parents-in-law, adoptive and step-parents, siblings living in the joint household; extra-marital communities shall be the equivalent to marital communities in their effects;
 - 2.4. damage caused by pollution or disturbance to the environment.
 - 2.5. damage arising in connection with a psychological disease of the insured person.
3. Insurance shall not extend to obligations to pay damages as a result of damage to
 - 3.1. objects borrowed, rented, leased, hired or taken into custody by the insured person or persons acting for him (excluding Art. 41, Sec. 5.7.);
 - 3.2. objects where the damage is incurred during or as a result of their use, transportation, processing or other activities on or with them;
 - 3.3. objects as a result of gradual emission or gradual effect of temperature, gases, vapours, liquids, humidity or non-atmospheric precipitation, and damage resulting from nuclear events and contamination by radioactive materials.
4. Obligations to pay damages resulting from the loss or misplacement of physical objects are not covered.
5. Damaging events the cause of which takes place in the time before the start of the insurance are not covered.

Article 44
What obligations have to be observed to maintain the insurance cover (duties)?

The insured person shall in particular notify the insurer of

1. the assertion of a claim for damages;
2. the service of a penal order and the commencement of criminal, administrative penal or disciplinary proceedings against the policyholder or the insured person;
3. all measures taken by third parties for the judicial assertion of claims for damages.

The insured person shall not be entitled to acknowledge or settle a claim for damages in whole or in part without the prior consent of the insurer.

Article 45
What is the insurer empowered to do?

The insurer shall be authorised to issue on behalf of the insured person all declarations appearing expedient to it within the framework of its obligation to pay benefits.

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
via E-Mail to complaints@europaeische.at
- The Association of Austrian Insurance Companies
Schwarzenbergplatz 7, 1030 Vienna, www.vvo.at
- The arbitration body for consumer business
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 or the Online Dispute Resolution-Platform ("ODR-Plattform") of the European Union 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 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.

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 or contact our Service Center.