

Cancellation cover for one seminar in case of failure of the trainer

Insurance Product Information Document

Company: Europäische Reiseversicherung AG, Vienna

Product: Seminar Trainer Cancellation Insurance



PLEASE NOTE: This document contains only the most important information relating to your insurance contract. The insurance policy, the Fact Sheet as well as the EUROPÄISCHE insurance conditions for Seminar Trainer Cancellation Insurance ERV-VB Seminartrainer 2011 provide for the complete pre-contractual and contractual information.

What is this type of insurance?

Seminar Trainer Cancellation Insurance is a cancellation insurance for one seminar in case of failure of the trainer.



What is insured?

- ✓ If the seminar trainer is unexpectedly unable to hold or has to break off the seminar prematurely.
The following are insured events:
- ✓ unexpected serious illness
- ✓ serious physical injury caused by an accident
- ✓ death
- ✓ pregnancy and pregnancy complications
- ✓ traffic accident involving the private vehicle on the direct way to the seminar
- ✓ In the event of cancellation of the seminar, we pay the insured costs*.
- ✓ In the event of curtailment, we pay the unused parts of the conference and, if return journey was also booked and insured, the additional return journey costs.

*insurable costs:

booked seminar rooms and facilities (e.g. beamer),
booked hotel accommodation and food/drink,
single or return journey for seminar trainer and
seminar attendees



What is not insured?

- ✗ deliberate or gross negligent acts by the seminar trainer
- ✗ official orders
- ✗ considerable impairment of the seminar trainer due to alcohol, addictive drugs or medicaments
- ✗ dialysis, organ transplants, AIDS, schizophrenia, psychological illnesses (with exception of the first occurrence)
- ✗ coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis, if inpatient treatment has been received for them within the last twelve months before conclusion of the insurance (for cancellation) or the start of the seminar (for curtailment)
- ✗ if the reason for the cancellation or curtailment already existed or was foreseeable



Are there any restrictions on cover?

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



Where am I covered?

- ✓ You are covered **worldwide**.



What are my obligations?

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



When and how do I pay?

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



When does the cover start and end?

Cover applies to one seminar with a duration of up to 31 days.
Insurance cover is subject to payment of the premium.

Cancellation insurance: Insurance cover is provided from the taking out of the insurance. The insurance must be taken out 30 days before the start of the seminar at the latest. Insurance cover terminates upon the start of the seminar.

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

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How do I cancel the contract?

The insurance contract terminates automatically at the end of the seminar or if the maximum duration of an insured seminar 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.

Seminar Trainer Cancellation Insurance provides cover if the seminar trainer is unexpectedly unable to hold or has to break off the seminar prematurely for an insured reason:

- suddenly occurring serious illness, serious health consequences resulting from an accident, death of or loosening of implanted joints in the seminar trainer;
- pregnancy of the seminar trainer, if the pregnancy is only determined after booking of the first attendee and the seminar falls within the maternity protection period, or severe pregnancy complications;
- suddenly occurring serious illness, serious health consequences resulting from an accident or death (including suicide) of a family member of the seminar trainer, making the presence of the seminar trainer absolutely necessary;
- traffic accident involving the private vehicle of the seminar trainer on the direct way to the seminar, if the seminar is missed as a result.

What costs can be insured?

- booked seminar rooms and facilities (e.g. Beamer)
- booked hotel accommodation and food/drink for seminar trainer and seminar attendees
- booked single or return journey to the place of the seminar for seminar trainer and seminar attendees

The premium is 5 % of the seminar (travel) price.

Minimum premium per policy taken out: € 5,-

Per seminar € 10,000 can be insured.

Higher insured sums are only valid if approved in writing by Europäische.

The insurance must be taken out **30 days before the start of the seminar** at the latest.

Important: If the seminar consists of **several blocks**, each block must be insured separately.

What costs are reimbursed?

Cancellation

→ Reimbursement of cancellation costs in the event of cancellation of the seminar

Curtailement

→ Reimbursement of booked but unused parts of insured benefits

→ Additional return travel costs (if return journey also booked and also insured)

Reimbursement of costs up to the insured costs as a maximum (= insured sum)

Cover applies to the seminar (maximum duration 31 days) indicated in the proof of insurance at failure of the seminar trainer mentioned by name in the proof of insurance. The contractual basis for the provision of cover are the EUROPÄISCHE insurance conditions for Seminar Trainer Cancellation Insurance 2011 (ERV-VB Seminartrainer 2011, see page 2). All insurance benefits are subsidiary. The insurance contract is subject to Austrian law. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

Restrictions on cover provided

No cover is provided if the cancellation or curtailment is connected with the following illnesses or treatments:

- dialysis, organ transplants, AIDS and schizophrenia generally;
- psychological illnesses (only the first occurrence is covered);
- coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy and multiple sclerosis; if inpatient treatment has been received within the 12 months prior to the date on which the policy is taken out (for cancellation) or travel commences (for curtailment).

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


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


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

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

Europäische Reiseversicherung AG
Kratochwilestraße 4, A-1220 Vienna
Service Center: Phone +43/1/317 25 00-73930,
Fax +43/1/319 93 67, E-mail: info@europaeische.at, www.europaeische.at
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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Trieste, which is registered in the register of insurance groups of IVASS under no. 026.

Europäische Reiseversicherung AG
Kratochwilestraße 4, A-1220 Vienna


Mag. Wolfgang Lackner


Mag. (FH) Andreas Sturmlechner

EUROPÄISCHE insurance conditions for Seminar Trainer Cancellation Insurance 2011 (ERV-VB Seminartrainer 2011)

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

Article 1 Who is insured?

Insurance cover applies to the seminar indicated in the proof of insurance at failure of the seminar trainer mentioned by name in the proof of insurance (see Art. 3).

Article 2 When does the insurance cover apply?

- Cover applies to one seminar and starts when the policy is taken out.
- Insurable benefits are:
 - booked seminar rooms and facilities (e.g. Beamer)
 - booked hotel accommodation and food/drink for seminar trainer and seminar attendees
 - booked single or return journey to the place of the seminar for seminar trainer and seminar attendees
- A seminar is deemed to be any further training provision in the form of an event lasting one or more days. If the seminar consists of several blocks, each block must be insured separately.
- The insurance must be taken out 30 days before the start of the seminar at the latest.
- The premium shall be paid upon conclusion of the insurance agreement.

Article 3 What is insured?

An insured event shall exist if the seminar trainer cannot hold the seminar or has to break off prematurely for any of the following reasons

- suddenly occurring serious illness, serious physical injury caused by an accident or death of the seminar trainer.
Psychological complaints that occur for the first time are insured if they require inpatient treatment or treatment by a psychiatric specialist.
Existing complaints (subject to the provisions of Art. 5) are only insured if they become acute unexpectedly;
- loosening of implanted joints in the seminar trainer, if this necessarily results in incapacity to attend the booked seminar;
- pregnancy of the seminar trainer, if the pregnancy is only determined after booking of the first seminar attendee and the seminar falls within the maternity protection period. If the pregnancy has already been determined before the first seminar booking was made, the cancellation costs shall only be covered if severe pregnancy complications (medical certificate necessary) occur;
- suddenly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making the presence of the seminar trainer absolutely necessary;
Existing complaints (subject to the provisions of Art. 5) are only insured if they become acute unexpectedly;
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.
- traffic accident involving the private vehicle of the seminar trainer on the direct way to the seminar, if the seminar is missed as a result.

Article 4 How much is the compensation?

The insurer shall refund up to the agreed insured sum

- in the event of cancellation of the insured seminar, the cancellation costs that were contractually due by the time of the occurrence of the insured event.
- in the event of curtailment,
 - the paid but unused parts of the insured benefits (excluding the return ticket);
 - the additional travel costs incurred by the premature return, if the return journey has been booked at the same time and is also insured. This includes the costs incurred through the unusability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked.

Article 5 What is not insured (exclusions)?

Insurance cover is not provided

- for events that are caused deliberately or with gross negligence by the seminar trainer; Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
- for events that are in connection with events of war of any kind;
- for events that occur as a result of violence on the occasion of public gatherings or demonstrations if the seminar trainer actively takes part therein;
- for events that are caused by the suicide or attempted suicide of the seminar trainer;
- for events that are caused as a result of official orders;
- for events that are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
- for events that are suffered by the seminar trainer as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
- if cancellation/curtailment is connected with one of the following illnesses or treatments
 - dialysis, organ transplants, AIDS, schizophrenia;
 - psychological illnesses (with exception of the first occurrence see Art. 3, Sec. 1.);
 - if inpatient treatment has been received for them within the last twelve months before conclusion of the insurance (for cancellation) or the start of the seminar (for curtailment): coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
- if the reason for the cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the curtailment already existed or was foreseeable at the start of the seminar;
- if the specialist doctor/medical examiner (see Art. 6, Sec. 6.) instructed by the insurer does not confirm the incapacity to attend the seminar;

- if the reason for cancellation is connected with a pandemic or epidemic.

Article 6 What obligations have to be observed to maintain the insurance cover (duties)?

The seminar trainer must fulfil the following obligations, otherwise no payment will be made:

- upon the occurrence of the reason for cancellation insured against, immediately cancel the insured benefits, in order to keep the cancellation costs to a minimum;
- report the event insured against to the insurer immediately, stating the reason for cancellation/curtailment;
- in the event of sickness or accident, have a corresponding confirmation made out by the doctor providing treatments (in the case of curtailment, the local doctor);
- immediately send the following documents to the insurer:
 - proof of insurance;
 - for cancellation: cancellation costs invoice and claim form completed in full;
 - booking confirmation;
 - unused or rebooked travel documents (e.g. flight tickets);
 - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
 - other documents concerning the event insured against;
- 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;
- at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

Article 7 How do declarations have to be made?

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

Article 8 What applies in the event of entitlements from other insurance policies (subsidiarity)?

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

Article 9 When is the compensation due?

- 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.
- 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.

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.