

EUROPÄISCHE Travel Insurance Conditions (ERV-RVB) 2023 for CancellationCover

Where references to individuals are only in the masculine form in these insurance conditions, they refer equally to all genders.

General conditions

Section 1

Who is insured?

1. Insured persons are the persons named in the insurance policy.

Section 2

Where does the insurance cover apply?

1. If cover is agreed to be valid "worldwide" (according to the tariff), then the insurance cover applies globally, with the exception of Afghanistan, Belarus, Myanmar (Burma), Iran, Crimea, North Korea, Russia, Syria and Venezuela.

Section 3

When does the insurance cover apply?

1. The insurance cover applies to one trip for the selected insurance period.
2. The insurance cover begins when the insured person leaves his or her main place of residence, a secondary place of residence or normal place of work and ends when the insured person returns to one of the above places or on earlier expiry of the insurance. Journeys between the above places are not covered by the insurance.
3. For trip cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
4. The conclusion of several insurance policies back to back is only allowed after specific agreement with the insurer.

Section 4

When do I have to take out the insurance?

1. The insurance must be taken out before the start of the trip. Taking out insurance during a trip is only allowed after specific agreement with the insurer.
2. Insurance policies with trip cancellation benefits must be taken out within 3 days of booking the trip at the latest. If the insurance is taken out after this date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God). Please note the special provision on "Pregnancy" as the reason for cancellation, under Section 11 subsection 2.1.5.

Section 5

When do I have to pay the premium?

1. The premium must be paid immediately after taking out the insurance.

Section 6

What is not insured (exclusions)?

1. No insurance cover is provided for events that:
 - 1.1. are caused intentionally or with gross negligence by the insured person; for personal travel liability insurance, there is only no insurance cover if the insured person intentionally caused the event to occur for which he/she is responsible to the third party;
 - 1.2. occur when participating in naval, military or air force services or operations;
 - 1.3. are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 1.4. are related to war, civil war, war-like conditions or civil unrest. If the insured person is caught up unexpectedly in such events during the insured trip, insurance cover is provided until the earliest possible departure. Under all circumstances, however, no insurance cover is provided for active participation in war, civil war, warlike conditions and civil unrest;
 - 1.5. occur on trips undertaken despite a travel warning. Travel warnings are all travel warnings (for an entire country) and partial travel warnings (for a specific area) issued by the Austrian Foreign Ministry. For travel warnings due to epidemics or pandemics, the exclusion only applies to events that are directly and causally related to the travel warnings. If a travel warning is issued during the insured trip that recommends urgent departure, insurance cover is provided until the earliest possible departure;
 - 1.6. occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - 1.7. are caused by strike action;
 - 1.8. are caused by suicide or attempted suicide of the insured person;
 - 1.9. occur when travelling in undeveloped or unexplored areas and at an altitude above 6000m;
 - 1.10. are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 1.11. are suffered by the insured person as a result of a significant impairment of his or her mental and physical condition due to alcohol, addictive poisons or medication;
 - 1.12. are caused while driving a motor vehicle if the driver does not possess the applicable motor vehicle licence that would be required to drive this motor vehicle in the country of the event; this also applies if such a vehicle is not being driven on roads with public traffic;
 - 1.13. occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons), except for use of parachutes and paragliders or as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who has no causal

connection with the operation of the aircraft, is not a crew member and does not exercise a professional activity by means of the aircraft. Subsection 1.13 does not apply to trip cancellation;

- 1.14. arise from participation as a driver, co-driver or passenger of a motor vehicle in driving events (including the associated training and qualification drives), where the aim is to cover a specified distance as quickly as possible or to overcome obstacles or difficult terrain, or driving on race tracks. Subsection 1.14 does not apply to trip cancellation;
 - 1.15. occur when participating in professional sport including training. Subsection 1.15 does not apply to trip cancellation;
 - 1.16. occur when participating in state, national or international sports competitions, as well as in official training for such events. Subsection 1.16 does not apply to trip cancellation;
 - 1.17. arise during dives if the insured person does not hold an internationally valid authorisation for the depth in question, except when participating in a diving course with an authorised diving instructor. In any circumstances, there is no insurance cover for dives at a depth of more than 40m. Subsection 1.17 does not apply to trip cancellation;
 - 1.18. arise as a result of the exercise of a manual activity in the course of business by the insured person. Ordinary activities in the context of staying as an au pair and in the hospitality and hotel industry are insured. Subsection 1.18 does not apply to trip cancellation;
2. Sanctions clause:
Where the policyholder or the insured person is a sanctioned person, a sanctioned company or a sanctioned organisation that is included on a sanction list of the United Nations, the European Union, the United States of America, the United Kingdom or the Republic of Austria, and to the extent of the sanction, no insurance cover shall be granted for them, no payment shall be made and no benefit shall be provided that is directly or indirectly due to them.
3. In addition to these general exclusions from insurance cover, special exclusions are also defined in Section 12.

Section 7

What do the sums insured mean?

1. The sums insured stated in the schedule of benefits of the insurance policy limit the insurer's liability for all insured events before and during a trip.
2. [...]
3. If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap.

Section 8

What do I have to do to maintain insurance cover (obligations)?

1. The following are defined as obligations, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(3) of the Austrian Insurance Contract Act (VersVG) (see Annex):
The policyholder or the insured person must:
 - 1.1. notify the insurer of the occurrence of the insured event as soon as possible after he or she becomes aware of it and must provide the insurer with comprehensive information about the event and the extent of the loss;
 - 1.2. if an insured reason for trip cancellation occurs, he or she must cancel the trip as soon as possible to limit the cancellation costs as far as possible;
 - 1.3. as far as possible, must help to establish the facts of the claim, must provide the insurer with all required information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability;
 - 1.4. as far as reasonable according to the circumstances in the individual case:
 - 1.4.1. hand over to the insurer any evidence proving the cause and amount of liability (such as cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Original receipts must be handed over to the insurer at the insurer's request, where the insurer reimburses the loss;
 - 1.4.2. in the event of illness or accident, have a corresponding certificate issued by the attending doctor (in the event of trip curtailment, by the local doctor);
 - 1.4.3. damage/loss that has occurred in the custody of a transport company or accommodation provider must be reported to the insurer as soon as possible after discovery and an official written statement of such must be requested;
 - 1.4.4. damage/loss caused by criminal acts must be reported to the local police force as soon as possible, giving a precise account of the facts and stating the extent of the damage/loss and an official written statement of such must be requested.
2. The following is defined as an obligation, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(1) of the Austrian Insurance Contract Act (VersVG) (see Annex): If the insured person is a US citizen or permanent legal US resident and travels to Cuba, he or she must prove that he or she has complied with all US regulations that apply to this trip, otherwise no insurance benefits or payments can be provided by the insurer.

Section 9

How do I submit statements or information?

All statements and information provided by the policyholder, the insured person and other third parties in connection with the insurance contract must be submitted via the insurer's online form, email, fax or post.

Section 10

What rules apply to entitlements under other insurance policies (subsidiarity)?

If benefits are also provided by other social or private insurance policies for an insured event, they take precedence (principle of subsidiarity, i.e. insurance cover only applies if corresponding loss is not covered by the other insurance). However, the claims of the insured person under this insurance contract remain unaffected, such that, if the insured person reports the insured event to the insurer, the insurer shall make advance payment and settle the claim in accordance with the conditions.

Specific conditions

A: Trip cancellation and trip curtailment

Section 11

What is insured?

1. The subject of the insurance is a booked trip. The following provisions relating to trips also apply in the same way to travel services.
2. An insured event occurs if the insured person is unable to commence the trip or part of the trip or has to curtail the trip for one of the following reasons:
 - 2.1. Medical reasons
 - 2.1.1. death of the insured person;
 - 2.1.2. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints, fracture or technical defect of prostheses or adverse reaction of the insured person to a vaccination, if the inability to travel for the trip is the result of one of these reasons;
 - 2.1.3. organ transplant of the insured person as donor or recipient;
 - 2.1.4. unexpected allocation or rescheduling of an operation appointment or an inpatient stay at a clinic for rehabilitation;
 - 2.1.5. premature birth or unexpected, severe pregnancy complications up to and including the 35th week of pregnancy.
The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest;
 - 2.1.6. unexpected sports incapacity of the insured person due to illness or accident, if participation in booked sports services, which was the primary reason for the trip, is not possible as a result;
 - 2.2. Reasons related to work and education
 - 2.2.1. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 2.2.2. short-time work of the insured person as a result of non-seasonal economic difficulties of the company at which the insured person is employed if, as a result, the regular gross salary is reduced by at least 35% for a period of at least three consecutive months;
 - 2.2.3. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
 - 2.2.4. termination of employment by the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
 - 2.2.5. conscription of the insured person into basic military or civilian service or for a military exercise, provided that the competent authority does not accept the travel booking as a reason for postponing the conscription or as a reason for not participating in the military exercise;
 - 2.2.6. failure of the insured person to pass the school-leaving examination or a similar final examination following a school course of at least 3 years' duration immediately prior to the travel date of the trip that was booked before the examination;
 - 2.2.7. failure of the insured person to pass a final class following a school course of at least 3 years immediately before the date of the insured trip;
 - 2.2.8. failure of the insured person to progress to the next school level, in the case of a class trip;
 - 2.2.9. necessary repetition of a failed examination at a school/university by the insured person, provided that the repeat examination takes place unexpectedly during the trip period or within 14 days of the scheduled end of the trip and the trip was booked before the date of the failed examination.
 - 2.3. Family reasons
 - 2.3.1. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of family members or other close friends or relatives, as a result of which the presence of the insured person is required. The close friends or relatives must be named to the insurer in writing when the insurance is taken out; two close friends or relatives may be named per insured person;
 - 2.3.2. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or

loosening of implanted joints or death (including suicide) of the person who, instead of the insured person, has been entrusted for the duration of the trip with the care of family members who are not travelling with the insured person and who are minors or in need of care, if the result of which is that care is not possible, as a result of which the presence of the insured person is necessary;

- 2.3.3. filing of the petition for divorce or dissolution (in the case of separation by mutual consent, the corresponding petition) at the competent court or abandonment of the joint place of residence before the insured joint trip of the spouses or partners affected;
- 2.3.4. dissolution of cohabitation (that has lasted for at least six months) before the insured joint trip of the cohabiting partners affected (affidavit of the cohabiting partners affected is required);
- 2.3.5. cancellation of the wedding or registration of civil partnership that was the reason for the future spouses or civil partners travelling together;
- 2.3.6. cancellation of the wedding or registration of civil partnership that was the reason for the insured person's trip as an invited guest. Note the limit under Section 13 subsection 1.5;
- 2.3.7. adoption of a minor by the insured person;
- 2.3.8. abduction of a family member of the insured person or family member of the insured person goes missing.
- 2.4. Crime and property damage
 - 2.4.1. significant material damage to the property of the insured person at one of his or her places of residence as a result of an Act of God (flood, storm, etc.), fire, burst water pipe or criminal act committed by a third party, as a result of which the presence of the insured person is necessary;
 - 2.4.2. criminal offence involving the threat or use of violence against the insured person;
 - 2.4.3. theft of travel tickets, passport (with sufficient remaining validity for the booked trip) or driving licence (for trips where insured person is driver) of the insured person if these are required for the trip and it is no longer possible to obtain a replacement in time;
 - 2.4.4. damage (not breakdown) or theft of the private vehicle for the trip, caused by third parties or by an accident, immediately before or during the trip, if as a result the trip cannot be made as planned (repair not possible in time and replacement vehicle not available);
 - 2.4.5. traffic accident involving the private vehicle on the direct route to the railway station/port, if the booked regular departure for the insured trip is missed as a result.
- 2.5. Other reasons
 - 2.5.1. unexpected serious illness or serious accidental bodily injury of a dog, cat or horse whose permanent owner is the insured person, as a result of which the presence of the insured person is necessary to care for the pet;
 - 2.5.2. necessary neighbourly assistance by the insured person in the event of a natural disaster (flood, landslide, mudslide, avalanche, earthquake, snow pressure, hurricane and landslide);
 - 2.5.3. necessary disaster relief by the insured person as a member of the fire brigade or rescue service;
 - 2.5.4. receipt of an unexpected court summons by the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons;
 - 2.5.5. unforeseeable refusal, through no fault of the insured person, of the visa required for the trip.
3. The insurance covers the event for the insured persons affected, their accompanying family members who have insurance of equal value and additionally per event up to a maximum of six further fellow travellers who have insurance of equal value. Anyone who is also insured with Europäische Reiseversicherung AG, Vienna, for such an insured event shall be deemed to have equivalent insurance cover.
4. Family member means a spouse (or registered partner or cohabiting partner), children (stepchildren, children-in-law, grandchildren, foster children, adopted children), parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), siblings, stepbrothers and sisters-in-law of the insured person; for a registered partner or cohabiting partner living in the same household, this also includes their children, parents and siblings.

Section 12

What is not insured (exclusions)?

There is no insurance cover:

- if the reason for trip cancellation had already occurred or was foreseeable when taking out the insurance or, if cancellation insurance was already taken out, when booking the trip; or
- if the reason for trip curtailment had already occurred or was foreseeable at the start of the trip.

Section 13

What costs are reimbursed?

The insurer reimburses:

1. for trip cancellation
 - 1.1. the cancellation costs you owe under the travel contract;
 - 1.2. official fees that the insured person has had to pay for his or her visa to be issued;
 - 1.3. booking fees, if reimbursing booking fees is included in benefits of the insurance product, they were already invoiced at the time of booking the trip, they are listed separately on the booking confirmation and were taken into account when selecting the insured sum, up to the following amounts:
 - airline tickets: max. €70.00 for price up to €700.00 (and max. 10% of the price) per ticket;
 - package tour, train, hotel, ferry, rental car, etc.: max. €25.00 per person or max. €50.00 per booking/family;

- 1.4. cancellation processing fees, if agreed in writing at the time of booking:
up to €25.00 per person or up to €50.00 per booking/family;
- 1.5. in the event of cancellation of a wedding in accordance with Section 11
subsection 2.3.6: the cancellation costs in accordance with subsection
1.1. If several insurance policies are affected by cancellation of a wedding,
a maximum of €40,000.00 will be reimbursed per cancelled wedding.
2. for trip curtailment
 - 2.1. the paid but unused parts of the insured trip.
 - 2.2. the additional travel costs incurred as a result of the early return trip.
These are the costs incurred as a result of it not being possible or being
only partially possible to use booked return tickets or other travel tickets.
For reimbursement of the return travel costs, the type and class of the
means of transport shall be based on the quality that was booked. If the
additional travel costs are reimbursed, the unused original return tickets
shall only be reimbursed minus the additional travel costs.
3. Shooting fees and hunting licences are not reimbursed.

Annex

Extract from the Austrian Insurance Contract Act (VersVG)

Section 6. Austrian Insurance Contract Act

(1) If the contract stipulates that, in the event of a breach of an obligation to be fulfilled vis-à-vis the insurer prior to the occurrence of the insured event, the insurer shall be released liability, the agreed legal consequence shall not apply if the breach is a breach without fault. The insurer may terminate the contract without notice within one month of becoming aware of the breach, unless the breach is deemed to be a breach without fault. If the insurer does not terminate within one month, it cannot rely on the agreed exemption from liability.

(1a) In the event of a breach of an obligation which is intended to maintain the equivalence between risk and premium underlying the insurance contract, the agreed exemption from liability shall furthermore only apply to the extent to which the agreed premium falls short of the premium provided for the higher risk in accordance with the tariff. In the event a breach of other obligations to report or give notice which have no influence on the assessment of the risk by the insurer, exemption from liability shall only arise if the obligation has been intentionally breached.

(2) If an obligation is breached which is to be fulfilled by the policyholder vis-à-vis the insurer for the purpose of reducing the risk or preventing an increase in the risk - irrespective of the applicability of subsection (1a) - the insurer may not rely on the agreed exemption from liability if the breach had no influence on the occurrence of the insured event or insofar as it had no influence on the scope of the insurer's liability.

(3) If exemption from liability has been agreed in the event that an obligation is breached which is to be fulfilled towards the insurer after the occurrence of the insured event, the agreed legal consequence shall not arise if the breach is not based on intent or gross negligence. If the obligation is not breached with the intent to influence the insurer's liability or to interfere with establishing such circumstances that are clearly significant with regard to the insurer's liability, the insurer shall remain liable insofar as the breach has had no influence on establishing the insured event or on establishing the insurer's liability or on the scope of the insurer's liability.

(4) Any agreement according to which the insurer is entitled to withdraw from the contract in the event of a breach of an obligation is invalid.

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

Insurer:

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