

EUROPÄISCHE Travel Insurance Conditions for ÖBB Cancellation Insurance 2021 (ERV-RVB ÖBB 2021)

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

Section 1 Who is insured?

Insured persons are the persons named in the insurance policy.

Section 2 Where does the insurance cover apply?

The insurance cover applies within geographical Europe, Russia, all the Mediterranean states and islands, Jordan, Madeira, the Azores and the Canary Islands, with the exception of Syria and Crimea.

Section 3 When does the insurance cover apply?

1. The insurance cover applies to one trip.
2. The insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).

Section 4 When do I have to take out the insurance?

1. The insurance must be taken out before the start of the trip.
2. The insurance 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 66 subsection 2.3.

Section 5 When do I have to pay the premium?

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

Section 6 What is insured?

1. The insurance covers one booked trip.
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. death of the insured person;
 - 2.2. unexpected serious illness, 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, if the inability to travel for the trip is the result of one of these reasons;
 - 2.3. 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;
 - 2.4. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 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;
 - 2.6. 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;
 - 2.7. unexpected serious illness, 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, as a result of which the presence of the insured person is required;
 - 2.8. unexpected serious illness, 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;
 - 2.9. 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;
 - 2.10. 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);
 - 2.11. 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;
 - 2.12. traffic accident involving the private vehicle on the direct route to the railway station, if the booked regular departure for the insured trip is missed as a result;
 - 2.13. necessary disaster relief by the insured person as a member of the fire brigade or rescue service;
 - 2.14. 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;
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 7 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;
 - 1.2. are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 1.3. are related to war, civil war, war-like conditions or civil unrest;
 - 1.4. occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - 1.5. are caused by suicide or attempted suicide of the insured person;
 - 1.6. are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 1.7. 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;
2. There is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time the insurance was taken out.
3. Insofar as 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 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.

Section 8 What do I have to do to maintain insurance cover (obligations)?

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. 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;
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;
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;
4. as far as reasonable according to the circumstances in the individual case:
 - 4.1. hand over to the insurer any evidence proving the cause and amount of liability (such as booking confirmations, police records, doctor's and hospital certificates, invoices, etc.);
 - 4.2. in the event of illness or accident, have a corresponding certificate issued by the attending doctor;
 - 4.3. to hand over the original travel tickets to the insurer as soon as possible. If the insured person was not given an original travel ticket or if the ticket is an online ticket, the insured person must send the booking confirmation of the tour operator or the online ticket to the insurer and confirm the non-use of the travel ticket in writing.

Section 9 What costs are reimbursed?

The insurer reimburses the cancellation costs you owe under the travel contract.

Section 10 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 11 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.

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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