

EUROPÄISCHE Travel Insurance Conditions for Course/Seminar/Conference Cancellation/Cover 2021 (ERV-VB Course/Seminar/Conference 2021) with the Special Condition Article 6 Sec. 2.15

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

Article 1 Who is insured?

Insured persons are the persons named on the insurance certificate.

Article 2 Where does the insurance cover apply?

The insurance cover applies worldwide, with the exception of North Korea, Syria, Venezuela, Crimea and Iran.

Article 3 When does the insurance cover apply?

1. The insurance cover applies to a booked conference, course or seminar and begins when the insurance is taken out.
2. Additionally booked travel services such as outward and return travel or accommodation may also be insured (hereinafter referred to as "insured travel services") if they are within the period of a maximum of 48 hours before the start of the conference/course/seminar until a maximum of 48 hours after the end of the conference/course/seminar and are taken into account when selecting the insured sum.
3. For cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
4. For curtailment benefits, the insurance cover begins at the start of the conference/course/seminar or at the start of the insured travel service.
5. For conferences/courses/seminars that are made up of several blocks, all the blocks can also be insured together, provided they are booked together and all the blocks take place within one year.

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

1. The insurance must be taken out before the start of the conference/course/seminar or before the start of the trip.
2. The insurance must be taken out within 3 days of booking the conference/course/seminar or the insured travel service at the latest. If the insurance is taken out after this date, 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 for "Pregnancy" as the reason for cancellation, under Section 6 subsection 2.3.

Article 5 When do I have to pay the premium?

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

Article 6 What is insured?

1. The insurance covers attendance of a conference/course/seminar and any insured travel services booked in accordance with Section 3 point 2.
2. An insured event occurs if the insured person is unable to attend or has to cancel the conference/course/seminar or the insured travel service 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 of the insured person, if the insured person is unable to attend the conference/course/seminar as a 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 onset of pregnancy is only insured if the insurance was taken out within 3 days of booking the conference/course/seminar 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 conference/course/seminar 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 date of the conference/course/seminar 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 a family member, 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 of the person who, instead of the insured person, has been entrusted for the duration of the conference/course/seminar with the care of family members 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 conference/course/seminar of the spouses or partners affected;
 - 2.10. dissolution of cohabitation (that has lasted for at least six months) before the insured joint conference/course/seminar 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 conference/course/seminar, if the conference/course/seminar 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 conference/course/seminar as a reason to postpone the summons;

Additional reason insured only in the additional module:

- 2.15. unforeseeable rejection of the insured person's visa which is necessary for the trip, for which the insured person is not to blame.
3. 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.

Article 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 substances or medication;
2. There is no insurance cover for the following:
 - 2.1. if the reason for cancellation had already occurred or was foreseeable at the time the insurance was taken out or the reason for curtailment had already occurred or was foreseeable at the time the conference/course/seminar started;
 - 2.2. if the conference/course/seminar does not take place or is postponed.
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.

Article 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 cancellation occurs, cancel the place and, if applicable, the insured travel services 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 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;
 - 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).

Article 9 What costs are reimbursed?

- The insurer reimburses the following, up to the agreed sum insured:
1. in the event of cancellation of the insured conference/course/seminar, the cancellation costs owed under the conference/course/seminar attendance contract or the travel service contract.
 2. if the insured conference/course/seminar or the insured travel services are curtailed:
 - 2.1. the paid but unused parts of the insured conference/course/seminar and the insured travel services;
 - 2.2. in the case of insured travel services, 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.

Article 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.

Article 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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