

EUROPÄISCHE Travel Insurance Conditions (ERV-RVB) 2021 for School Children and Students-Group-Cover

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?

Insured persons are the persons named in the insurance policy.

Section 2

Where does the insurance cover apply?

- If cover is agreed to be valid "worldwide" (according to the tariff), then the insurance cover applies globally, with the exception of North Korea, Syria, Venezuela, Crimea and Iran.
- If cover is agreed to be valid in "Europe" (according to the tariff), then 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.
- Exceptions: Section 21 only apply abroad and Section 22 only applies in your home country. The country in which the insured person has his or her main place of residence is deemed to be domestic (home country). The home country shall be treated as a foreign country, if agreed.

Section 3

When does the insurance cover apply?

- The insurance cover applies to one trip for the selected insurance period.
- 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.
- For trip cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
- 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?

- 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.
- 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 2.1.3.

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 not insured (exclusions)?

- No insurance cover is provided for events that:
 - 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;
 - occur when participating in naval, military or air force services or operations;
 - are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 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;
 - 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;
 - occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - are caused by strike action;
 - are caused by suicide or attempted suicide of the insured person;
 - occur when travelling in undeveloped or unexplored areas and at an altitude above 5000m;
 - are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 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;
 - 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;
 - occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons, parachutes and paragliders), except 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;
 - 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;
 - occur when participating in professional sport including training. Subsection 1.15 does not apply to trip cancellation;

- 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;
 - 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;
 - 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. 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.
3. In addition to these general exclusions from insurance cover, special exclusions are also defined in Section 12, Section 18, Section 23 and Section 29.

Section 7

What do the sums insured mean?

- 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.
- 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)?

- 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:
 - 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;
 - 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;
 - 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;
 - as far as reasonable according to the circumstances in the individual case:
 - 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;
 - 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);
 - 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;
 - 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.
- 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.
- In addition to these general obligations, specific obligations are also defined in Section 25 and Section 30.

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. Note the special provision in Section 21 subsection 6.

Specific conditions

A: Trip cancellation and trip curtailment

Section 11

What is insured?

- 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, 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 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. 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.
 - 2.2. Reasons related to work
 - 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. conscription of the insured person into basic military or civilian service, provided that the competent authority does not accept the travel booking as a reason for postponing the conscription.
 - 2.3. Reasons related to education
 - 2.3.1. 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;
 - 2.3.2. 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;
 - 2.3.3. failure of the insured person to progress to the next school level, in the case of a class trip;
 - 2.3.4. 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;
 - 2.3.5. unexpected change of school or leaving of school by the insured person before the date of travel of the insured journey.
 - 2.4. Family reasons
 - 2.4.1. 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 or another close friend or relative, as a result of which the presence of the insured person is required. The close friend or relative must be named to the insurer in writing when the insurance is taken out; one close friend or relative may be named per insured person;
 - 2.4.2. 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;
 - 2.4.3. 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).
 - 2.5. Other reasons
 - 2.5.1. 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;
 - 2.5.2. 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.
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 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;
 - 1.4. cancellation processing fees, if agreed in writing at the time of booking: up to €25.00 per person.
 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.

B: Luggage

Section 14

What is insured?

- The insurance covers the damage to or loss of the insured items as a result of:
- third-party interference such as theft or damage to property;
 - Act of God or fire;
 - a traffic accident (excluding own fault);
 - in the custody of a transport company, an accommodation provider, a cloakroom with attendant or a luggage storage service.

Section 15

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

1. All items (however, see clauses 2 and 3) taken with you or purchased for personal private use while travelling are insured.
2. The following:
 - 2.1. jewellery, watches, furs, technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices with the exception of visual aids, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment and bicycles (see also Section 18 subsection 3); are only insured on condition that they:
 - are carried and supervised on your person in such a way that they cannot be removed by third parties without overcoming an obstacle; or
 - are handed in to an accommodation provider, a cloakroom with attendant or a luggage storage service; or
 - are in a closed and locked room and all available security devices (safe, lockers, etc.) are used; or
 - are worn as intended;
 - 2.2. technical devices of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment and bicycles if they have been handed over to a transport company for safe custody in a locked container; jewellery, watches and furs are not insured.
3. The following are not insured:
 - 3.1. cash, cheques, debit and credit cards, securities, tickets, deeds and documents of any kind; animals, antiques and objects with a primarily artistic or collector's value;
 - 3.2. land, air and water vehicles with internal combustion engines or for which official approval is required, hang-gliders, paragliders, kites, iceboats, sailing boats; their accessories, spare parts and special equipment are also not insured;
 - 3.3. items that ordinarily are only for professional purposes;
 - 3.4. weapons including accessories.

Section 16

What insurance cover is provided in or for unattended parked motor vehicles (trailers)?

1. A motor vehicle (trailer) is deemed to be parked unattended if neither the insured person nor a person of trust appointed by the insured person and known by name is permanently present at the motor vehicle (trailer) to be secured. Monitoring a car park that is open to the general public is not considered to be supervision.
2. Insurance cover is provided for items if it is not possible to store them in accommodation or with a luggage storage service, the motor vehicle (trailer) is not parked for more than twelve hours for which evidence is provided and the items:
 - 2.1. are in a locked interior or boot, firmly enclosed by metal, hard plastic or glass and secured by lock, and all available security devices are used. They must be stored in the boot if there is such a boot available and it is possible to store them in it, otherwise they must be stored so that they cannot be seen from the outside;
 - 2.2. are stored in a metal or hard plastic container or on a roof rack. The container or roof rack must be locked, mounted on the motor vehicle and it must not be possible for unauthorised persons to remove them without the use of force (e.g. a steel cable lock alone is not sufficient).
3. On a single-track motor vehicle, the luggage that is carried must be kept in closed and locked containers made of metal or hard plastic that cannot be opened or removed by unauthorised persons without the use of force. The other provisions of subsection 1 and 2 apply accordingly.
4. There is no insurance cover for an unattended, parked motor vehicle (-trailer) for technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment, bicycles, jewellery, watches and furs.

Section 17

What insurance cover is there for tents and camping?

1. Insurance cover is only provided while camping at an official campsite.
2. Insurance cover is provided for technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment, bicycles, jewellery, watches and furs, if it is handed over to campsite management for safekeeping or is in a motor vehicle (trailer) or caravan and the requirements of Section 16 subsection 2.1 are met.

Section 18

What is not insured (exclusions)?

- No insurance cover is provided for loss that:
1. arises as a result of natural or defective condition, wear and tear, defective packaging or defective closure of the insured items;
 2. is caused through own fault, forgetting, leaving behind, losing, misplacing, dropping, leaving unattended, inadequate storage or inadequate supervision of storage;
 3. arises in the insured objects (sports equipment, musical instruments, etc.) during their use;
 4. is a consequence of insured events (e.g. costs of changing lock in the event of theft of a key).

Section 19

What costs are reimbursed?

1. The insurer reimburses:
 - 1.1. for items within 2 years of purchase
 - the replacement value in the event of destruction or loss;
 - for damage, the necessary repair costs, but no more than the replacement value;

- 1.2. for items later than 2 years after purchase
 - the current market value in the event of destruction or loss;
 - for damage, the necessary repair costs, but no more than the current market value;
- 1.3. the material value for damaged, destroyed or lost films, sound and other data carriers;
- 1.4. for consumables (e.g. cosmetics and perfume), the replacement value less typical consumption;
2. The replacement value is the price to purchase replacements of the insured items on the day of the loss. If it is not possible to purchase a replacement, the price to purchase items of the same kind and quality applies.
3. The current market value is the replacement price of the insured items on the day of loss, less a reduction in value for age, wear and tear.
4. The insurer waives any claim of underinsurance.

Section 20

What additional insurance cover is provided?

In the event of delayed baggage retrieval at the travel destination, the necessary expenses for replacement items for personal use required as a result are reimbursed.

C: Medical services abroad

Section 21

What is insured abroad?

1. An unexpected acute illness, the occurrence of an accidental bodily injury or the occurrence of the death of the insured person during a trip abroad is an insured event.
2. The insurer shall reimburse the necessary costs for which evidence is provided for the following:
 - 2.1. transport to hospital and transport for a medically necessary transfer;
 - 2.2. outpatient medical treatment including prescribed medication and pain-relieving dental treatment (including single dental fillings);
 - 2.3. inpatient treatment in a hospital including prescribed medication. If the return trip is not possible as a result of being unfit to travel, the insurer shall reimburse the costs of medical treatment up to the day that the insured person is fit for travel;
 - 2.4. transport home to the country of residence from which the trip was started, if necessary with accompanying doctor and with medically adequate means of transport, depending on the condition of the insured person, if transport home:
 - 2.4.1. is medically necessary (including ambulance jet); or
 - 2.4.2. is not medically necessary but medically justifiable and is desired by the insured person after at least three days of hospitalisation (excluding ambulance jet);
 - 2.5. the delayed return travel (travel and accommodation costs) of the insured person and an insured fellow traveller to the country of residence from which the trip was started, if they have had to extend the booked stay as a result of illness or accident of the insured person. The additional accommodation costs incurred are reimbursed based on the quality of the stay that was booked. The additional costs of the return travel by the cheapest possible suitable means of transport incurred as a result of it not being possible or being only partially possible to use booked return flight tickets or other travel tickets shall be reimbursed;
 - 2.6. a visit to the patient if the hospital stay abroad lasts for more than five days. The insurer shall organise travel to and from the place of hospitalisation for a close friend or relative of insured person who is not travelling with him/her and shall pay the costs of the cheapest possible suitable means of transport and standard local mid-range accommodation;
 - 2.7. the repatriation of deceased persons in the standard way to the country of residence from which the trip was made, or instead for burial at the place of the event (up to a maximum of the cost of repatriation in the standard way);
 - 2.8. in the event of transport to hospital, transport for transfer, transport home and return travel: the necessary costs for which evidence is provided to transport the luggage carried by the insured person and the insured fellow traveller.
3. Unexpected pregnancy complications and unexpected premature births are insured up to and including the 35th week of pregnancy. The costs listed under subsection 2 shall be reimbursed for the newborn child within the sum insured that has been agreed for the insured mother.
4. If payments under clauses 2.1 or 2.3 to 2.8 become necessary, the necessary action shall be organised by the insurer on contacting the insurer's 24-hour emergency number and the necessary costs shall be paid directly to the service provider.
5. The payments shall be made in Euros. Foreign currencies shall be converted, where evidence is provided of the purchase of such foreign currencies, on the basis of the exchange rate for which evidence is provided. If no evidence is provided of the exchange rate, the exchange rate according to the Euro Reference and Exchange Rates of the Oesterreichische Nationalbank at the time of the insured event shall apply.
6. If the insured person has made payments in accordance with subsection 2.1 to 2.3 himself and there is insurance cover for such payments under a social insurance scheme, he must first submit such costs to the social insurance scheme. If he fails to do so, the insurer's liability shall be reduced by 20%.

Section 22

What is insured in my home country?

For insured events that occur in the home country, the insurer shall reimburse the costs for which evidence is provided up to the agreed sum insured (for abroad) for the following:

1. transport for a domestic transfer by ambulance to the hospital nearest to the insured person's main place of residence, provided that the hospital where the insured person is treated is at least 50 km and no more than 1,000 km from the insured person's place of residence, a hospital stay of more than five days is expected and the attending doctors agree to a transfer;
2. a visit to the patient if the hospital stay lasts for more than five days and there is no transfer under subsection 1. The insurer shall organise travel to and from the place of hospitalisation back to the place of residence for a close friend or relative of insured person who is not travelling with him/her and shall pay the costs of the cheapest possible suitable means of transport and the costs of local accommodation;
3. the transfer of deceased persons within your home country in the standard way.

Section 23

What is not insured (exclusions)?

There is no insurance cover for the following:

1. Use of local cures (spa treatments), rehabilitation stays and physiotherapies;
2. restorative or prosthetic dental treatments;
3. provision of medical aids (e.g. visual and hearing aids, dental braces, inserts and prostheses of any kind);
4. termination of pregnancy, as well as pregnancy complications and deliveries after the 35th week of pregnancy;
5. preventive vaccinations, medical reports and doctor's certificates;
6. special hospital services such as a single room, telephone, TV, rooming-in, etc;
7. cosmetic treatments;
8. physical injury in the case of treatments and interventions which the insured person carries out or has carried out on his/her body, insofar as an insured event was not the reason for such treatment or intervention.

Section 24

What insurance cover is provided for existing illnesses or the consequences of accidents?

An illness or consequence of an accident that exists at the start of a trip is insured if it becomes acute unexpectedly and is not excluded from insurance cover under Section 23. The costs listed under Section 21 and Section 22 shall be reimbursed up to the agreed sum insured for existing illnesses.

Section 25

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): If in-patient, day-care or repeated out-patient treatment, transport home, repatriation of deceased persons or funerals at the place of the event become necessary, the insurer's 24-hour emergency number must be contacted as soon as possible to obtain any instructions from the insurer.

D: Search and rescue

Section 26

What search and rescue costs are reimbursed?

1. The insured person must be rescued because he or she has suffered an accident on difficult terrain, is in distress in the mountains or at sea, or there was a reasonable expectation of one of the above situations.
2. The insurer shall reimburse the costs for which evidence is provided of searching for and rescuing the insured person to the nearest road suitable for driving or, if medically necessary, the costs of direct transport from the place of the accident to the nearest hospital.

E: Personal liability cover

Section 27

What is insured?

1. An event that causes loss or damage during the trip as a result of which the insured person as a private person incurs or could incur an obligation to pay compensation is an insured event. Several loss events based on the same or similar cause shall be treated as a single insured event.
2. If an insured event occurs, the insurer shall be liable for:
 - 2.1. the insured person's obligations to pay compensation that arise as a result of damage to property and/or personal injury, as well as the pecuniary loss that arises as a result, on the basis of statutory liability provisions (hereinafter referred to as the "obligation to pay compensation"). The insurance does not cover loss or damage that is not attributable to personal injury or property damage (pure financial loss);
 - 2.2. the costs of establishing and defending a claim for compensation asserted by a third party.
3. Property damage means damage to or destruction of physical property. Personal injury means damage to health, bodily harm or death of persons.
4. The insurance covers the insured person's obligations to pay compensation that arise from risks in everyday life (with the exception of a business, professional or commercial activity), in particular:
 - 4.1. from using bicycles;
 - 4.2. from non-professional sporting activities, with the exception of hunting;
 - 4.3. from permitted possession of cutting weapons, stabbing weapons and firearms and from their use as sports equipment (with the exception of martial arts) and for the purposes of self-defence;
 - 4.4. from keeping small animals, except dogs and exotic animals;
 - 4.5. from using watercraft for which no driver's licence (boat licence or navigation licence) is required in the country of use;
 - 4.6. from using non-powered model ships and aircraft (the latter up to 5 kg);
 - 4.7. from using rented or leased residential and other rooms and the inventory therein, with the exception of damage due to wear and tear.

Section 28

What costs are reimbursed?

1. The agreed sum insured applies to property damage and personal injury together resulting from a one insured event.
2. The insurance covers the court and out-of-court costs required under the circumstances to establish and defend a claim for compensation asserted by a third party, even if the claim subsequently proves to be unfounded.
3. The insurance also covers the costs of defence in criminal or disciplinary proceedings.
4. If the settlement of a claim for compensation demanded by the insurer fails because of the opposition of the policyholder or the insured person and the insurer issues a declaration by registered letter that it holds its share of the compensation as the contract at the disposal of the injured party, the insurer shall not be liable for the additional expenses for compensation, interest and costs incurred from receipt of its declaration.

Section 29

What is not insured (exclusions)?

1. The insurance does not cover obligations to pay compensation arising from loss or damage caused by the insured person or persons acting on his or her behalf by keeping or using the following:
 - 1.1. aircraft or aircraft equipment;

Annex

Extract from the Austrian Insurance Contract Act (VersVG)

- 1.2. ground vehicles (or their trailers) which are operated with an internal combustion engine or which carry an official registration number or would be required to carry such a number according to the provisions in force in Austria;
- 1.3. watercraft for which a driver's licence (boat licence or navigation licence) is required in the country of use.
2. There is also no insurance cover for the following:
 - 2.1. the insured person's obligations to pay compensation that arise from risks associated with a business, professional or commercial activity;
 - 2.2. claims in excess of the amount under the statutory obligation to pay compensation that are based on a contract or a specific undertaking;
 - 2.3. the performance of contracts and the compensation to be paid in lieu of performance;
 - 2.4. damage/loss inflicted on the insured person himself/herself or to his/her relatives (spouse, direct relatives in the ascending and descending line, parents-in-law, adoptive parents and step-parents, siblings living in the same household; non-marital cohabitation is equivalent to marital cohabitation in terms of effect);
 - 2.5. damage/loss due to pollution or disturbance of the environment;
 - 2.6. damage/loss related to a mental illness of the insured person.
3. The insurance does not cover obligations to pay compensation for the following:
 - 3.1. damage to property that is borrowed, rented, leased, rented or taken into custody by the insured person or the persons acting on his or her behalf (except for Section 27 clauses 4.5 and 4.7). The exclusion also applies to the loss or misplacement of physical property;
 - 3.2. damage to property that is caused on or with such property during or as a result of its use, transport, processing or other activity;
 - 3.3. damage to property that is caused by the gradual emission or gradual action of temperature, gases, vapours, liquids, moisture or non-atmospheric precipitation, nuclear events and contamination by radioactive substances.
4. There is no insurance cover for punitive compensation in excess of the damage that has been incurred.

Section 30

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 notify the insurer as soon as possible of the following:

1. the assertion of a claim for compensation;
2. the service of a penal order and the initiation of criminal, administrative criminal or disciplinary proceedings against the policyholder or the insured person;
3. all measures taken by third parties to enforce claims for compensation in court. The policyholder or the insured person are not entitled to acknowledge or settle a claim for compensation in whole or in part without the prior consent of the insurer.

Section 31

What is the insurer authorised to do?

The insurer is authorised to make all statements it deems appropriate on behalf of the policyholder within the scope of its liability.

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.

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