

EUROPÄISCHE Travel Insurance Conditions for the Hotel Industry 2024

Holiday-Cancellation Cover

(ERV-RVB Hotel Industry 2024 Special Condition 2 Holiday-Cancellation Cover)

Where references to individuals are 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 on the insurance certificate.

Section 2 Where does the insurance cover apply?

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

Section 3 When does the insurance cover apply?

1. The insurance cover applies to one trip for the selected insurance period. The following provisions relating to the trip also apply in the same way to accommodation contracts.
2. The insurance cover during a trip 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.
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.
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 for "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)?

1. No insurance cover is provided for events that:
 - 1.1. are caused intentionally or with gross negligence by the insured person;
 - 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 6,000 m;
 - 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. occur while driving a motor vehicle if the driver does not possess the required motor vehicle licence to drive the vehicle in the country of the event; this also applies if the 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. arise 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 40 m. 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 hotel and hospitality industry are insured. Subsection 1.18. does not apply to trip cancellation;
 - 1.19. occur when undertaking an extreme sport. Subsection 1.19. does not apply to trip cancellation.
2. For trip cancellation and trip curtailment, there is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time that the insurance was taken out or the reason for trip curtailment had already occurred or was foreseeable at the time the trip started.
 3. Sanctions clause:
 - 3.1. If the policyholder or an insured person is a sanctioned person or if a trip is undertaken for the purpose of carrying out a sanctioned activity, no insurance cover shall be granted, no payment made and no benefit provided to the policyholder or the insured person, directly or indirectly, to the extent of and for the duration of the sanction.
 - 3.2. Sanctions are international commercial, financial or economic sanctions or embargoes under:
 - United Nations resolutions; and/or
 - regulations and/or decisions of the European Union; and/or
 - laws, ordinances or decrees issued by authorities of the Republic of Austria; and/or
 - legal requirements of the United States of America and the United Kingdom.
 Embargoes mean a ban on the import or export of goods or providing (financial) services. Sanctioned means that a sanction stipulates that no insurance cover may be granted to persons named therein or for activities named therein or that no insurance benefits or payments may be made to such persons or in favour of such persons.
 - 3.3. The insurer shall not charge a premium to the extent of and for the duration of the sanction.

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. 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:
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 cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Receipts (original, if available) must be handed over to the insurer at the insurer's request, if 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);
 - 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;
 - 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.

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 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 policy is a booked trip (e.g. hotel or rental arrangement). Additional booked services and travel costs may also be insured, but they must be taken into account in the amount selected for sum insured for cancellation.
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 illness (including epidemic or pandemic diseases), 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;
 - 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 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. 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;
 - 2.2.4. 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. **Family reasons**
 - 2.3.1. unexpected illness (including epidemic or pandemic diseases), 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 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; only one close friend or relative may be named per booking;
 - 2.3.2. 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;
 - 2.3.3. 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).
 - 2.4. **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.
 - 2.5. **Other reasons**
 - 2.5.1. 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 12

What costs are reimbursed?

The insurer reimburses:

1. for trip cancellation: the cancellation costs or rebooking costs you owe under the travel contract up to the amount of the cancellation costs you use under the travel contract;
2. in the event of trip curtailment, the paid but unused parts of the insured trip;
3. Shooting fees and hunting licences are not reimbursed.

B: Late arrival

Section 13

What costs are reimbursed in the event of delayed arrival?

1. An insured event occurs if one of the following events arises during the journey to the booked place of stay, as a result of which the place of stay cannot be reached at the booked time and therefore booked accommodation or board cannot be used:
 - 1.1. accident or traffic accident of the insured person;
 - 1.2. technical breakdown of the private vehicle used;
 - 1.3. delay of a public means of transport (including flight delay) of at least two hours (this is based on the delayed arrival at the destination). No insurance cover is provided in the event of natural disasters, airspace closures, airport closures, road closures (excluding Acts of God in accordance with subsection 1.4), traffic jams, flight delays with through tickets and failure to comply with the minimum connecting times;
 - 1.4. road closure due to an Act of God locally (e.g. avalanche risk, accumulation of flood debris and flooding)

2. The insurer shall reimburse the necessary additional costs for which evidence is provided up to the agreed sum insured (individual cover). Additional costs are deemed to be the additional costs of accommodation and meals during the journey to the reserved accommodation. If the compensation from one event (e.g. major weather event) for several insured events during one week (Saturday to Friday) exceeds the amount of € 800,000.00 (cumulative limit), the compensation attributable to the individual insured persons shall be reduced proportionately. In this case, the insurer shall be liable for the compensation under the individual contract at the ratio of this accumulation limit to the sum of all compensation under the relevant insurance contracts.

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.

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