BUSINESS CANCELLATION COVER

Product No. BSS01

**Benefits**

1. Reimbursement of cancellation costs if business trip not started up to the selected travel price
2. Reimbursement of excess of any cancellation cover included in travel price

If the policy is taken out on the date when the travel booking is made, benefits 1 and 2 apply from the time when the policy is taken out up to the start of travel; if you take the policy out later, benefits 1 and 2 apply only in respect of events occurring from the 10th day after the policy has been taken out (except in the case of accident, death or acts of God).

**Trip cancellation**

3. Reimbursement of booked and unused travel services
4. Reimbursement of additional return journey costs

**Trip interruption**

Underlying conditions for insurance agreement

| ERV-RVB 2005 + | Special condition no. 13 |

Cover applies in respect of one business trip worldwide. The contractual basis for the provision of cover are the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005) and Special condition no. 13 for the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005) – these can be obtained on request from your travel agency, from the EUROPÄISCHE Service Center (Phone +43/1/317 25 00, E-mail: info@europaeische.at). All insurance benefits are subsidiary. The insurance contract is subject to Austrian law. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policyholder declares his agreement to the provisions as stated and to the conditions of insurance.

**Insured reasons for Trip cancellation / Trip interruption**

Cancellation / interruption reasons covered are the following events, if these result in your being unexpectedly unable to commence your journey or having to curtail it:

- suddenly occurring serious illness or serious health consequences of an accident or death of another person authorised to represent the enterprise, if the presence of the insured who is authorised to represent the enterprise becomes necessary at the home town as a result;
- non issuance of a visa which is necessary for the business trip;
- cancellation of the meeting by the other party;
- delayed delivery of assembly parts;
- suddenly occurring serious illness, serious health consequences resulting from an accident, adverse reactions to a vaccination or death of the insured person. (Existing complaints are insured if they become acute unexpectedly);
- suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member, making your presence at the place of residence absolutely necessary;
- pregnancy, if the pregnancy is only determined after booking the journey;
- severe pregnancy complications;
- serious damage to your property at your place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making your presence necessary;
- loss of job without fault, as a result of notice of termination issued by the employer;
- call-up to basic military service or alternative civilian service;
- submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court;
- failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years;
- receipt of an unexpected judicial summons of the insured person.

**Restrictions on cover provide**

No cover is provided if the reason for cancellation or interruption is connected with the following illnesses or treatments of insured persons:

- psychological illnesses (only the first occurrence is covered), dialysis, organ transplants, AIDS and schizophrenia generally;
- coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy and multiple sclerosis; if inpatient treatment has been received within the 12 months prior to the date on which the policy is taken out (for trip cancellation) or travel commences (for trip interruption).

**What to do in the event of a claim?**

Please inform us as quickly as possible about any event insured against. Please observe the provisions listed below in this connection.

**Trip cancellation:** If you are unable to commence your journey, please cancel immediately at the place where you made your booking (e.g. travel agency) and at the same time inform the EUROPÄISCHE Service Center (by fax, letter, e-mail or online notification of loss). Please give the following information: your first name and surname, your address, your intended date of travel, the date of cancellation and the reason for cancelling, your booking confirmation and your proof of insurance.

In the event of sickness/accident please have a detailed medical certificate or accident report made out, using the claim form. Enclose the sickness notification sent to your social insurance company and the Confirmation concerning medicines prescribed.

**Trip interruption:** In the event of sickness/accident please have a detailed medical certificate/accident report made out at the place where you have been staying. If you need any help with the organization of your return journey, please contact EUROPÄISCHE immediately using the emergency telephone number.

**Emergency phone 24 hours a day:**

+43/1/50 444 00

**Versions and Editions**

Version 08/2005
Extract from the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005)

PLEASE NOTE: Only those parts of the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005) shall apply which correspond to the scope of benefits of the travel insurance package.

I. General section

Common provisions

Article 1

Insured persons

The insurance cover extends to the persons named by the insurance document. [...]­

Article 2

Time scope of application

Unless agreed otherwise, the insurance cover shall apply to one journey. It begins with the leaving of the town of residence or of second residence and ends with the return to such place or the priority of the insurer (see also Art. 15). The conclusion of two or more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer. It is not possible to prolong the insurance protection after the start of the journey.

Article 3

Geographic scope of application

1. [...]­
   2. If the agreed scope of application is worldwide (according to tariff), the insurance protection extends to all countries.

Article 4

Exclusions

1. Insurance cover is not provided for events that
   1.1. are caused deliberately or with gross negligence by the insured person; [...]­
   1.2. are in connection with hostile acts of any kind;
   1.3. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
   1.4. are caused by the suicide or attempted suicide of the insured person;
   1.5. occurring in travel of the character of an expedition in unexplored or unsearched areas;
   1.6. are caused as a result of official orders;
   1.7. result from the exercise of a professional manual activity (does not apply for insurance against cancellation in the event of non-commencement of the journey);
   1.8. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
   1.9. are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medications;
   1.10. result from the use of paragliders and hang-gliders, from participation in motor sport competitions (including classification drives and rallies) and the corresponding training drives (does not apply for insurance against cancellation in the event of non-commencement of the journey);
   1.11. occurring in participation in provincial, federal or international sports competitions and in official training for such events (does not apply for insurance against cancellation in the event of non-commencement of the journey);
   1.12. Occurring during diving if the insured person does not hold the internationally valid authorisation for the depth of the dive in question.
   2. Alongside these general exclusions from insurance protection, particular exclusions are regulated in Articles 16 [...].

Article 5

Insured sum

The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during a journey. [...]­

Article 6

Payment of premium

The premium shall be paid before start of the journey.

Duties

1. The following lays down the duties which, if infringed, shall release the insurer from the obligation to provide benefits pursuant to Sec. 6 of the Insurance Contract Act: the insured person shall
   1.1. prevent insured events as far as possible or minimise their consequences, thereby complying with any instructions by the insurer;
   1.2. inform the insurer of the insured event that has occurred as soon as possible, truthfully and comprehensively in writing, if necessary also by telephone or fax;
   1.3. After receiving forms serving the insurer for the processing of the claim, to complete such in full and return them to the insurer as soon as possible;
   1.4. do everything reasonable to clarify the causes, course and consequences of the insured event;
   1.5. empower and cause all authorities and doctors and/or hospitals, social insurance funds and private insurers involved in the insured event to provide the information requested by the insurer;
   1.6. Secure claims for damages against third parties in appropriate form and in good time, and if necessary assign such to the insurer up to the amount of the compensation paid;
   1.7. inform the public security authority responsible immediately of damage caused by criminal acts, stating in precise detail the facts of the case and the extent of the damage, and to have such notification confirmed;
   1.8. To deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as minutes recorded by the police, airline confirmations (observation of applicable notification periods required), statements of the facts, medical and hospital certificates and invoices, purchase invoices, etc.
   2. Alongside these general duties, specific duties are regulated in Articles 18 [...].

Article 8

Form of declarations

The written form shall be required for notifications and confirmations by the insured person to the insurer.

Article 9

Subsidiary

All insurance benefits [...]­ are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Article 10

Due date for compensation payment

1. Once the insurer’s obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due 2 weeks thereafter.
   2. If official investigations of proceedings have been initiated in connection with the insurance claim, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

Article 11

Assignment and pledging of insurance claims

Insurance claims can only be assigned or pledged if they have been finally determined in terms of reason and amount.

Article 12

Legal venue

Claims resulting from the insurance agreement can be asserted before the court with substantive and local jurisdiction.

II. Special section

A: Cancellation protection for non-commencement or interruption of a journey

Subject matter of the insurance

The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. The following provisions related to the journey shall also apply mutatis mutandis to rented property.

Article 13

Insured event

1. An insured event shall be if a journey cannot be commenced or is broken off for one of the following reasons:
   1.1. suddenly occurring serious illness, serious health consequences resulting from an accident, reactions to a vaccination or death of the insured person. Such illness, adverse reactions to a vaccination or health consequences shall be deemed serious, if they decisively cause incapacity to travel. Psychological complaints that occur for the first time after the respective journey has been booked or the respective insurance has been concluded, are insured if they require in-patient treatment or treatment by a psychiatrist.
   1.2. pregnancy of the insured person making the booking, if the pregnancy is only determined after booking the holiday. If the pregnancy has already been determined before the booking was made, the cancellation costs shall only be covered if severe pregnancy complications (confirmed by a medical specialist) occur;
   1.3. suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member not included in the booking or another person with a close personal relationship to the insured person to be specifically designated in the insurance certificate upon conclusion of the insurance; per booking only one person with a close relationship to the insured person can be named, making the presence of the insured person at the place of residence absolutely necessary; family members shall be the spouse (or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren), parents (step-parents, parents-in-law, grandparents) and siblings of the insured person;
   1.4. serious damage to the property of the insured person making the booking at his place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making his presence necessary;
   1.5. loss of the place of work without fault as a result of notice of termination issued by the employer to the insured person making the booking;
   1.6. call-up of the insured person making the booking to military service or alternative civilian service, provided that the competent authority does not recognise the booked holiday as a reason for postponing the call-up;
   1.7. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court immediately before a joint holiday of the spouses affected;
   1.8. failure to pass the school-leaving certificate examination, or a similar final examination for a course of education lasting at least 3 years, by the insured person making the booking immediately before the date of an insured holiday booked before the examination;
   1.9. receipt of an unexpected judicial summons of the insured person making the booking, provided that the competent court does not accept the holiday booking as a reason for postponing the summons.
   2. An insured event shall also be if a journey must be terminated because unrest of an event occurs as a result of violence on the occasion of public gatherings or deliberate or with gross negligence by the insured person; are caused deliberately or with gross negligence by the insured person; [...]­
Article 15
Time scope of application
The insurance cover for cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusions by means of bank payment form, at on the day after payment has been made, at 0.00 hrs.) and shall end upon commencement of the journey. For travel interruption benefits, the insurance protection shall commence with the start of the journey and end with the booked end of the journey.

Article 16
Exclusions
There shall be no insured event if
1. the reason for the cancellation or early termination of the journey is linked to
   1.1. one of the following illnesses/treatments of the insured person: psychological illnesses (subject to the provisions of Art. 14, Sec. 1.1.), dialysis, organ transplants, AIDS, schizophrenia;
   1.2. one of the following illnesses of the insured person for which the insured person has received in-patient treatment within the last 12 months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
2. one of the reasons pursuant to Art. 14 already applied or was predictable at the time of the conclusion of the insurance;
3. the travel company withdraws from the travel agreement;
4. the specialist doctor/medical examiner (see Art. 18, Sec. 2) instructed by the insurer does not confirm the incapacity to travel.

Article 17
Exceptions for the start of insurance cover
For journeys booked before conclusion of the insurance, insurance protection shall only commence on the 10th day after conclusion of the insurance (except for cases of death, accident or natural events as described in Article 14).

Article 18
Duties
The insured person (claimant) shall be obliged
1. to cancel the booked journey (travel contract) at the booking agency (travel agency/lessor) immediately after the occurrence of the insured event/upon determination of incapacity to travel, in order to keep the cancellation costs at the lowest possible level. The claimant shall also be obliged to notify the insurer immediately in writing, stating the reasons for the cancellation and attaching the confirmation of booking (travel contract) and the insurance certificate. In the case of incapacity to travel for medical reasons, the written notification of the claim shall be accompanied by a detailed medical certificate/accident report and the notification of the illness to the social insurance fund. In the event of a psychological illness, the incapacity to travel must be confirmed by a specialist in the field of psychiatry;
2. the insured person shall, upon demand by the insurer, allow himself to be examined in addition by a specialist doctor/medical examiner instructed by the insurer;
3. in addition, the following documents shall be sent to the insurer immediately:
   - itemised statement of cancellation costs
   - cancellation claim form completed in full
   - medical confirmation concerning prescribed medicines
   - and other evidence showing the reason and the amount of the claim to insurance benefits (for example mother-child booklet, call-up orders, divorce petition, leaving certificate, certificate of death, etc.)

4. in case of interruption of a journey due to medical reasons, the insured person shall have that fact confirmed in writing by the respective treating doctor (see Art. 14, Sec. 1.1.);
5. to release all treating doctors from their duty of secrecy, to the extent necessary for the assessment of the claim.

Article 19
Amount of compensation
The insurer shall refund the insured person within the limits of the specified insured amount
1. for withdrawal from the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event, and any official charges that the insured person can prove that he has paid for the grant of a visa;
2. in the event of withdrawal from a tour arrangement with included cancellation insurance, the excess up to a maximum of 20% of the cancellation charges;
3. in the case of interruption to a journey, the paid but unused part of the journey (excluding the return ticket) and the additional travel costs incurred by the premature return. This includes the costs incurred through the unavailability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked. In the case of interruption to a journey for the reasons listed in Art. 14, Sec. 2 only the additional travel costs arising as a result of the premature return journey will be reimbursed.

[...]

Special condition no. 13 for the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005)
The following applies by way of deviation from the EUROPÄISCHE travel insurance conditions (ERV-RVB 2005):

Article 14 Insured event
1. The insured event is the following:
2. «business trip»: a case insured against has also occurred if:
   1. the insured is a person authorised to represent the enterprise (Board of Management member, managing director, authorised signatory) and cannot commence the business trip because suddenly occurring serious illness or serious health consequences of an accident or death of another person authorised to represent the enterprise makes the presence of the insured urgently necessary at the home town to represent the company;
   2. a visa which is necessary for the business trip is unforeseeably not issued to the insured, through no fault of the insured;
   3. the business trip is not commenced because the purpose of the trip no longer applies for any of the following reasons (written confirmation by the management must be provided):
      1. the insured’s business meeting is cancelled by the other party for a reason which is demonstrably independent of the wishes of the insured and of his client/employer;
      2. the business trip has been booked exclusively for the execution of assembly works, and the necessary parts have not arrived in time, for a reason which is demonstrably independent of the wishes of the insured and of his client/employer;

3. the following additional point 4:
   4. For trips which are directly connected with the insured’s profession, company or paid commission (= business trips), a case insured against has also occurred if:
      1. the insured is a person authorised to represent the enterprise (Board of Management member, managing director, authorised signatory) and cannot commence the business trip because suddenly occurring serious illness or serious health consequences of an accident or death of another person authorised to represent the enterprise makes the presence of the insured urgently necessary at the home town to represent the company;
      2. a visa which is necessary for the business trip is unforeseeably not issued to the insured, through no fault of the insured;
      3. the business trip is not commenced because the purpose of the trip no longer applies for any of the following reasons (written confirmation by the management must be provided):
         1. the insured’s business meeting is cancelled by the other party for a reason which is demonstrably independent of the wishes of the insured and of his client/employer;
         2. the business trip has been booked exclusively for the execution of assembly works, and the necessary parts have not arrived in time, for a reason which is demonstrably independent of the wishes of the insured and of his client/employer;

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