

## Benefits

Trip cancellation	
1. Cancellation costs if business trip not started (incl. booking charges)	up to the selected travel price
For journeys which have been booked before insurance has been taken out, cover for benefit 1 does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God).	
Trip interruption	
2. Reimbursement of booked and unused travel services	up to the selected travel price
3. Additional return journey costs	
24 hour emergency service and immediate assistance worldwide	
yes	

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-RVB 2013 and Special Condition for the Business-Cancellation-Cover 2016.

Cover applies in respect of one business trip. The contractual basis for the provision of cover are the EUROPÄISCHE travel insurance conditions (ERV-RVB 2013) and Special Condition for the Business-Cancellation-Cover 2016, which can be found on the following pages. All insurance benefits are subsidiary. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

**Insurer:** Europäische Reiseversicherung AG, Kratochwjlestraße 4, A-1220 Vienna. Phone +43/1/317 25 00-73930, Fax +43/1/319 93 67. E-mail: info@europaeische.at, www.europaeische.at Seat in Vienna. Commercial register HG Wien FN 55418y, DVR-Nr. 0490083. The company belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance companies (Verband der Versicherungsunternehmen Österreichs), Information Service, Schwarzenbergplatz 7, 1030 Vienna, www.vvo.at

### Complaints/conciliation services:

- Insurers: online at [www.europaeische.at/lhr-feedback](http://www.europaeische.at/lhr-feedback), by email to [beschwerde@europaeische.at](mailto:beschwerde@europaeische.at) or by post to Europäische Reiseversicherung AG, attn. Complaints Service [Beschwerdestelle], Kratochwjlestrasse 4, 1220 Vienna
- Austrian Association of Insurance Companies [Verband der Versicherungsunternehmen Österreichs], Information Service, Schwarzenbergplatz 7, 1030 Vienna, [www.vvo.at](http://www.vvo.at)
- Conciliation Service for Consumer Transactions [Schlichtungsstelle für Verbrauchergeschäfte] [www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at). It is not obligatory for the insurer to participate in the conciliation proceedings.

**Rights of withdrawal:** If the policyholder is a consumer, he can withdraw from the insurance contract in writing without stating his reasons at any time up to 14 days after he has received the insurance certificate. The right of withdrawal does not apply if the contractual term is less than six months. Further information concerning statutory rights of withdrawal can be found at <https://service.europaeische.at/doc/en/rightsofwithdrawal.pdf>.

## Insured reasons for Trip cancellation / Trip interruption

Trip cancellation/interruption reasons are the following events, if these result in the insured person's being unexpectedly unable to commence the journey or having to break it off:

- unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death;
- loosening of implanted joints;
- pregnancy, if determined after the policy has been taken out, or serious complications of pregnancy up to and including the 35<sup>th</sup> week of pregnancy;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making the insured person's presence absolutely necessary;
- cancellation of the business meeting which was the reason for the trip by the other party;
- cancellation of the seminar which was the reason for the trip by the professional seminar organiser;
- unforeseeable rejection of the insured person's visa which is necessary for the trip, for which the insured person is not to blame;
- delayed delivery of assembly parts;
- resignation or dismissal of the insured person, if the cancellation costs have to be borne by the employer;
- resignation of the employee or colleague in the same company who is deputising for the insured person, making the insured person's presence at the place of residence absolutely necessary;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death of the employee or colleague in the same company who is deputising for the insured person for the duration of the trip, making the insured person's presence at the place of residence absolutely necessary;
- serious damage to the property at the place of the insured person's residence as a result of acts of God (e.g. flood, storm), fire, burst water pipes or criminal act of a third party, making the insured person's presence absolutely necessary;
- call-up to basic military service or alternative civilian service;
- calling of the insured person to a military exercise of the Federal Army;
- receipt of an unexpected judicial summons.

## Restrictions on cover provided

No cover is provided, for example, if the reason for trip cancellation or interruption

- already existed or was foreseeable;
- is connected with an existing illness of the insured person or a person who represents a cancellation risk (e.g. family member), which has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 months
 before the policy is taken out (in the event of trip cancellation) or before the start of the trip (in the event of trip interruption) (excluding check up examinations);

## What has to be done if an event insured against occurs?

In an **emergency**, please telephone our **24 hour emergency number** immediately:  
**+43/1/50 444 00**

Please notify other events insured against as quickly as possible, by:

- Fax on +43/1/319 93 67-73930
- Post to Europäische Reiseversicherung AG Service Center Kratochwjlestraße 4 A-1220 Vienna
- E-mail to [schaden@europaeische.at](mailto:schaden@europaeische.at)
- Online Claim Report at [www.europaeische.at](http://www.europaeische.at)

If you have any **queries** please call our Service Center:  
Phone +43/1/317 25 00-73930

**Claim forms** can be requested by telephone, fax, post or e-mail, or can be downloaded from our website.

**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 Claim Report).

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.

## Premium for one trip worldwide

	Travel price up to	Premium
Single/ more than one person	€ 150.-	€ 24.-
	€ 350.-	€ 39.-
	€ 550.-	€ 49.-
	€ 750.-	€ 63.-
	€ 1,000.-	€ 84.-
	€ 1,250.-	€ 109.-
	€ 1,500.-	€ 134.-
	€ 2,000.-	€ 181.-
	€ 2,500.-	€ 233.-
	€ 3,000.-	€ 279.-
€ 4,000.-	€ 384.-	
€ 5,000.-	€ 495.-	

If you are taking out Business Cancellation Cover for more than one person travelling together, please select the premium for the total travel price for all persons.

Higher insured sums are only valid if approved in writing by Europäische.


**Emergency number 24 hours a day**  
**Phone +43/1/50 444 00**

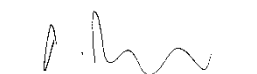
Enclose the sickness notification sent to your social insurance company and the confirmation concerning medicines prescribed.

**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 require assistance in the organisation of your return journey, please call immediately using the emergency number.

**Europäische Reiseversicherung AG**  
Kratochwjlestraße 4, A-1220 Wien

  
Mag. Wolfgang Lackner

  
Mag. (FH) Andreas Sturmlechner

## Extract from the EUROPÄISCHE travel insurance conditions ERV-RVB 2013 in the version of the Special Condition for the Business-Cancellation-Cover 2016

Please note, that only those parts shall apply which correspond to the scope of benefits of your insurance package.

### General section

#### Article 1 Who is insured?

Insured persons are the persons specifically named in the proof of insurance.  
[...]

#### Article 2 Where does the insurance cover apply?

1. The insurance cover applies in the agreed local area of application.  
[...]

#### Article 3 When does the insurance cover apply?

1. The insurance cover shall apply to one journey [...].
2. The insurance cover begins with the leaving of the town of residence or of second residence or of the place of work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance.  
The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusion by means of bank payment form, on the day after payment has been made, at 0.00 hrs.) and shall end upon the start of the trip.
3. The conclusion of more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer.

#### Article 4 When does the insurance have to be taken out?

1. Insurance must be taken out before the start of the journey.
2. For journeys which have been booked before insurance has been taken out, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14).
3. It is not possible to prolong the insurance protection after the start of the journey.

#### Article 5 When does the premium have to be paid?

The premium shall be paid upon conclusion of the insurance agreement.

#### Article 6 What is not insured (exclusions)?

1. No cover is provided in respect of events which
  - 1.1. are caused deliberately or with gross negligence by the insured person; [...] Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
  - 1.2. occur in the context of participation in navy, military or air force services or operations;
  - 1.3. are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - 1.4. are connected with war, civil war, war-like conditions or internal unrest or which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured person is unexpectedly overtaken by any of these events during the insured trip, cover applies until immediate departure, and as a maximum until the 14th day after the start of the event in question. In any event no cover applies in respect of active participation in war, civil war, war-like conditions and internal unrest;
  - 1.5. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.6. occur in the context of the committing or attempted committing by the insured person of actions which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
  - 1.7. are caused by strike;
  - 1.8. are caused by the suicide or attempted suicide of the insured person;
  - 1.9. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
  - 1.10. are caused as a result of official orders;
  - 1.11. occur when the insured person is exposed to an increased risk of accident as a result of physical work, working with machinery, handling substances which are corrosive, poisonous, highly flammable, explosive or hazardous to health (not applicable in respect of trip cancellation). Normal activities in the context of a period of residence as an au pair and in the hospitality and hotel industry are insured in all cases;
  - 1.12. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.13. are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medications;
  - 1.14. result from the use of paragliders and hang-gliders (not applicable in respect of trip cancellation);
  - 1.15. arise in the context of participation as driver, co-driver or passenger of a motor vehicle in the context of driving events, including the training and qualifying trips associated therewith, in the context of which the main focus is on travelling a prescribed distance in the fastest possible time, or dealing with obstacles or difficult terrain, or in the context of motorised journeys on racing tracks (not applicable in respect of trip cancellation);
  - 1.16. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
  - 1.17. occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (not applicable in respect of trip cancellation);
  - 1.18. arise in the context of diving, if the insured person does not have any internationally valid authorisation for the depth in question except in the context of participation in a diving course with authorised diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m (not applicable in respect of trip cancellation);
  - 1.19. occur in the context of the exercise of an extreme sport (not applicable in respect of trip cancellation).

2. No cover applies insofar as and for as long as such cover is opposed by economic, commercial or financial sanctions or embargos of the European Union or the Republic of Austria which are directly applicable to the contracting parties. This applies also in respect of economic, commercial or financial sanctions or embargos which are imposed by other countries, insofar as this is not opposed by European or Austrian legal requirements.
3. Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15 [...].

#### Article 7 What do the sums insured mean?

1. The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during the insured trip.
2. [...]
3. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

#### Article 8 What obligations have to be observed to maintain the insurance cover (duties)?

1. The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
The insured person must
  - 1.1. as far as possible avoid events insured against, keep any losses to a minimum, avoid unnecessary costs and follow any instructions given by the insurer;
  - 1.2. immediately inform the insurer about the event insured against;
  - 1.3. provide the insurer with full information about the damaging event and the amount of the loss;
  - 1.4. as far as possible contribute to the determination of the facts, truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
  - 1.5. ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
  - 1.6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
  - 1.7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
  - 1.8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc.
2. In addition to these general obligations, special obligations are set out in Articles 16 [...].

#### Article 9 How do declarations have to be made?

All declarations and information provided by the policyholder, the insured person, or other third parties in connection with the insurance contract require the written form in order to be valid (in writing, but without signature). The declarations and information must be received by the recipient, and must be capable of being permanently preserved by the recipient (by printing out or storage, as in the case of fax or email, but not SMS messages), and the identity of the person making the declaration must be clearly evident from the text. Written declarations and information (with signature) are of course also valid, but verbal declarations and information are invalid.

#### Article 10 What applies in the event of entitlements from other insurance policies (subsidiarity)?

All insurance benefits are subsidiary. Insofar as compensation can be claimed in the insured event from other private or social insurances, the latter payment obligations take precedence. This applies even if subordinated liability has been agreed in any of these insurance contracts. The entitlements of the insured person are not affected or impaired by this. If the insured person reports the insured event to the insurer, the insurer will make advance payment and settle the claim on a conditional basis.

#### Article 11 When is the compensation due?

The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer. However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month.

If the duty of payment has only been established in terms of its basis, the entitled party can demand advance payments up to the minimum amount payable by the insurer on the basis of the nature of the case.

#### Article 12 When can insurance claims be assigned or pledged?

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

#### Article 13 What law is applicable?

Austrian law applies insofar as is legally permissible.

## Special section

### A: Trip cancellation and trip interruption

For Business-Cancellation-Cover Article 14 shall apply as following:

#### Article 14 What is insured?

1. 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.
2. An insured event shall be if the insured person cannot commence or has to break off the trip for one of the following reasons:
  - 2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);
  - 2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;
  - 2.3. pregnancy of the insured person, if the pregnancy is only determined after the policy has been taken out. If the pregnancy has already been determined before the policy has been taken out, the cancellation costs shall only be covered if a premature birth occurs up to and including the 35<sup>th</sup> week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;
  - 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named to the insurer in written form when the policy is taken out; per insured person only one closely related person may be named), making the presence of the insured person absolutely necessary;
  - 2.5. serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;
  - 2.6. call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the booked journey as a reason for postponing the call-up;
  - 2.7. calling of the insured person to a military exercise of the Federal Army, provided the trip booking is not accepted as a reason for non participation;
  - 2.8. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons;
  - 2.9. unexpected serious illness, serious physical injury caused by an accident or death of the employee or colleague in the same company who is deputising for the insured for the duration of the trip;
  - 2.10. resignation or dismissal of the insured person, if the cancellation costs have to be borne by the employer;
  - 2.11. resignation of the employee or colleague in the same company who is deputising for the insured person for the duration of the trip, as a result of which the presence of the insured person at the home town or city is urgently necessary;
  - 2.12. the business meeting which was the reason for the trip is cancelled by the other party for a reason which is demonstrably independent of the wishes of the insured and of his client/employer;
  - 2.13. the seminar which was the reason for the trip is cancelled by the professional seminar organiser for a reason which is demonstrably independent of the wishes of the insured and of his client/employer
  - 2.14. unforeseeable rejection of the insured person's visa which is necessary for the trip, for which the insured person is not to blame;
  - 2.15. 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 insured event shall apply to the insured person concerned, that person's co-travelling family members with equivalent insurance, and additionally per event for a maximum of three further co-travelling persons with equivalent insurance. Any person who is similarly insured for such events with Europäische Reiseversicherung AG Wien is deemed to have equivalent insurance.
4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children, adopted children), the parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), the siblings, stepsiblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### Article 15 What is not insured (exclusions)?

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the trip interruption already existed or was foreseeable at the start of the journey;
2. the reason for cancellation or curtailment is connected with an existing illness or consequence of an accident which has been treated
  - 2.1. on an outpatient basis in the last six months or
  - 2.2. on an inpatient basis in the last nine months before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations);
3. the travel company withdraws from the travel agreement;
4. the specialist doctor/medical examiner (see Art. 16, Sec. 5.) instructed by the insurer does not confirm the incapacity to travel;
5. the reason for trip cancellation is connected with a pandemic or epidemic.

#### Article 16 What obligations have to be observed to maintain the insurance cover (duties)?

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:

The insured person must

1. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;
2. report the event insured against to the insurer immediately, stating the reason for cancellation/interruption;
3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);
4. immediately send the following documents to the insurer:
  - proof of insurance;
  - for trip cancellation: cancellation costs invoice and claim form completed in full;
  - booking confirmation
  - unused or rebooked travel documents (e.g. flight tickets);

- documents concerning the event insured against (e.g. mother/child pass, call-up order, death certificate)
  - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

#### Article 17 How much is the compensation?

The insurer shall refund up to the agreed insured sum

1. in the event of cancellation of 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. Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were invoiced on the date on which the trip was booked, are stated separately on the booking confirmation, and have been taken into account in the amount of the selected sum insured:
  - flight tickets: maximum € 70 for price up to € 700 (above that amount, a maximum of 10 % of the price);
  - package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked: maximum € 25 per person or maximum € 50 per booking/family;
2. [...];
3. in the event of trip interruption,
  - 3.1. the paid but unused parts of the insured trip (excluding the return ticket);
  - 3.2. the additional travel costs incurred by the premature return. This includes the costs incurred through the unusability 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.No reimbursement is paid for gun fees and hunting licences in the context of hunting trips.

[...]

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Please note: The official text is the German version of the Austrian Insurance Contracts Act the „Versicherungsvertragsgesetz“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## Annex

### Extract from the Austrian Insurance Contracts Act [VersVG]

§ 6. (1) If it is provided in the contract that in the event of the violation of an obligation towards the insurer which has to be fulfilled before the occurrence of the insured event, the insurer is to be released from the obligation to make payment, the agreed legal consequence does not arise if the violation is to be regarded as non-culpable. The insurer can terminate the contract without notice within one month from the time when knowledge of the violation is obtained, unless the violation is to be regarded as non-culpable. If the insurer does not terminate the contract within one month, the insurer cannot plead release from payment as agreed.

(1a) In the event of the violation of an obligation which is intended to maintain the equivalence between risk and premium upon which the insurance contract is based, the agreed release from payment also only arises in the ratio in which the agreed premium falls short of the premium as provided in the tariff in respect of the increased risk. In the event of the violation of obligations in regard to mere communications and notifications which do not have any influence on the insurer's assessment of the risk, release from payment only arises if the obligation in question has been intentionally violated.

(2) If an obligation is violated which the policyholder has to fulfil vis-à-vis the insurer in order to reduce the risk or to prevent an increase in the risk (irrespective of the applicability of 1a), the insurer cannot plead release from payment as agreed if the violation has no influence on the occurrence of the insured event, or insofar as it has not had any influence on the scope of the payment the insurer is obliged to pay.

(3) If the release from payment is agreed in respect of the event of a violation of an obligation which has to be fulfilled vis-à-vis the insurer after the occurrence of the insured event, the agreed legal consequence does not arise if the violation is not based either on malicious intent or gross negligence. If the obligation is not violated with the intention of influencing the insurer's duty to pay or of adversely affecting the determination of such circumstances as are evidently significant as far as the insurer's duty to pay is concerned, the insurer remains obliged to make payment insofar as the violation has not had any influence on either the determination of the insured event or the determination or scope of the payment the insurer is obliged to make.

(4) Any agreement pursuant to which the insurer shall be entitled to withdraw from the contract in the event of the violation of an obligation is invalid.

(5) The insurer can only derive rights from the negligent violation of an agreed obligation if the policyholder has previously received the insurance conditions or another document in which the obligation is communicated.