Which options can be selected?

The Annual-Travel-Cover is offered in six different combinations of the modules CANCELLATION, ACCIDENT&MEDICAL and LUGGAGE.

<table>
<thead>
<tr>
<th>Options</th>
<th>Single</th>
<th>Couple</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANCELLATION</td>
<td>€ 49,-</td>
<td>€ 98,-</td>
<td>€ 118,-</td>
</tr>
<tr>
<td>CANCELLATION + Luggage</td>
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<td>€ 138,-</td>
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<tr>
<td>CANCELLATION + ACCIDENT&amp;MEDICAL</td>
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<td>€ 178,-</td>
<td>€ 198,-</td>
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<td>ACCIDENT&amp;MEDICAL</td>
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<td>€ 118,-</td>
</tr>
<tr>
<td>CANCELLATION + ACCIDENT&amp;MEDICAL + Luggage</td>
<td>€ 99,-</td>
<td>€ 198,-</td>
<td>€ 228,-</td>
</tr>
</tbody>
</table>

Age limit: 70 years

Family: up to 7 persons, but not more than 2 adults

The insurance period is one year. Unless notice of termination is given by one of the contracting partners not later than one month before the expiry of the insurance agreement, the agreement is renewed for a further year.

Benefits in detail

**CANCELLATION**

1. Reimbursement of cancellation costs if trip not started up to € 1,000,- per person
2. Reimbursement of booked and unused travel services up to € 1,000,- per person
3. Reimbursement of additional return journey costs up to € 1,000,- per person
4. Missed means of transport at departure:
   - Refund of additional travel costs or costs for overnight stay and board up to € 200,- per person
   - up to € 400,- per family

**TRAVEL LUGGAGE**

5. Reimbursement of current value in the event of damage, theft or loss (e.g. by a transport agent) of luggage up to € 1,000,- per item
6. Replacement purchases in event of delayed arrival of luggage at destination up to € 100,- per item
7. Assistance and reimbursement of costs for procuring new documents up to € 100,- per item
8. Assistance and cash advance in the event of theft or loss of payment means up to € 750,- per item

**DISABILITY FOLLOWING ACCIDENT**

9. Compensation for permanent disability from 50 % € 40,000,-

**MEDICAL SERVICES ABROAD**

10. Search and rescue costs in the event of accident and distress at sea or in mountains up to € 40,000,-
11. Outpatient treatment up to 100 %
12. Inpatient treatment up to € 220,000,-
13. Transport of medicines up to 100 %
14. Visit to sick bed in the event of hospital stay of more than 5 days Outward/Return journey up to 100 %
15. Transport to nearest hospital/transfer transport up to 100 %
16. Transport home if medically necessary (incl. ambulance jet) up to 100 %
17. Earliest possible return journey after 3 days in hospital, even if not medically necessary (excl. ambulance jet) up to 100 %
18. Home journey of an insured co-traveller up to 100 %
19. Return of children accompanied by a carer up to € 3,700,-
20. Accommodation for an insured co-traveller up to € 375,- (per day up to € 75,-)
21. Funeral transport charges in the event of death or burial on site up to 100 %

**EXPENSES ASSUMED OR COVERED**

| Expenses assumed or covered | € 36,500,- |

The insured sums “per person” apply for each person in the single/couple options.

The insured sums “per family” apply in respect of all insured persons together in the family option.

The insured sums shown represent the maximum payment in respect of all insured events within one insurance year.

The contractual basis for the provision of cover are the EUROPÄISCHE travel insurance conditions ERV-JRVB 2006 – these can be obtained on request from your travel agency, from the Europäische Service Center (Phone +43/1/317 25 00-73930, E-mail: info@europaeische.at) or on the Internet at www.europaeische.at. All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. Benefits 11, 12, 13 and 15 are subject to an excess of 20 %, if no reimbursement of costs is obtained from the social insurance. For trips booked before the start of the insurance the benefits 1., 2. and 3. 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 as described in Art. 14 of the ERV-JRVB 2006).

The insurance contract is subject to Austrian law. Upon signing the application the policyholder declares his agreement to the provisions as stated and to the conditions of insurance.
Which persons can be insured?

It is a precondition for insurance protection that the insured persons have their principal residence in Austria.

Single: The single premium applies for 1 person.

Couple: The couple premium applies for 2 persons.

Family: The family premium applies for up to 7 persons, thereof max. 2 adults (18, day of birth before beginning of the insurance year).

The insurance protection lapses in respect of all the persons named in the policy upon the expiry of the insurance year in which more than two insured persons reach the age of 18.

For the options „Couple” and „Family” shall apply: The insured persons do not have to be related. A joint residence is not required. The insured persons can be travelling separately or to different destinations at the same time.

Age limit: An age limit of 70 years applies.

The insurance protection lapses in respect of all the persons named in the policy upon the expiry of the insurance year in which one insured person reaches the age of 70.

Where and when does the insurance cover apply?

The insurance protection applies worldwide for a maximum of the first 42 days of each trip. A trip is regarded as the leaving of the town of residence, second residence or place of work, up to the return to such place. Trips between the aforementioned places are not covered.

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, 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):
  - 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 provided

Trip cancellation / Trip interruption

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 journey is booked (for trip cancellation) or travel commences (for trip interruption).

Medical services abroad

No cover is provided in connection with the following illnesses or treatments of insured persons:

- dialysis, organ transplants, AIDS and schizophrenia generally;
- coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis and psychological illnesses; if inpatient treatment has been received within the 12 months prior to the date on which the travel commences.

Chronic illnesses and existing conditions are covered if they unexpectedly become acute and are not excluded for the above mentioned reasons. In these cases, and in the case of consequences of accidents for which treatment has been received or for which treatment was necessary in the 12 months prior to the commencement of travel, costs are reimbursed up to the insured sum if chronic or existing conditions become acute.

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 agent) and at the same time inform the Europäische Service Center (by fax, letter or e-mail or on the Internet). 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.

If you are unable to travel for medical reasons, please have a detailed medical certificate or accident report made out, using the “Claim Report for Travel Cancellation Insurance” form, and enclose the sickness notification sent to your social insurance company.

Trip interruption: Please contact Europäische immediately using the emergency telephone number.

In the event of interruption of the trip by reason of the insured suffering sickness or an accident, please have a detailed medical certificate/accident report made out at the place where you have been staying.

Travel luggage: Damage, theft or loss: It is essential that you obtain written confirmation of the event of damage on site – for example from the police in the event of theft, or from the transport company (e.g. the airline) in the event of damage during transport.

Replacement purchases in event of delayed arrival of luggage: It is essential that you obtain confirmation of the delay from the transport company (e.g. airline) and keep the receipts for the replacement purchases.

Loss of documents/payment means: Please contact Europäische immediately using the emergency telephone number to obtain assistance or an advance payment.

Search and rescue: Please contact Europäische immediately using the emergency telephone number.

Outpatient treatment: We will reimburse you for the costs, less the social insurance portion. To that end, please send doctors’ and hospital bills to the social insurance organisation as quickly as possible, and after the processing of any claims has been completed there, send the documents on to Europäische.

Medical emergency or inpatient treatment: Please contact Europäische immediately using the emergency telephone number. We will be happy to advise you and organise your transport home in an emergency.

If your stay in hospital is covered by another insurance policy, upon commencement of treatment you can choose the daily hospital allowance instead of payment of hospital costs for certain insurance products.

Emergency phone 24 hours a day:
+43/1/50 444 00
Extract from the EUROPÄISCHE travel insurance conditions ERV-JRVB 2006 for the Annual-Travel-Cover

The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-JRVB 2006 for the Annual-Travel-Cover the “EUROPÄISCHEN Reiseversicherungsbedingungen ERV-JRVB 2006”. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

PLEASE NOTE: Only those parts of the EUROPÄISCHE travel insurance conditions ERV-JRVB 2006 shall apply which correspond to the scope of benefits of your travel insurance package in the chosen option.

I. General section

Common provisions

Article 1

Insured persons

The insurance cover extends to the persons specified by name in the policy. The insurance protection lapses in respect of all persons named in the policy upon the expiry of the insurance year in which an insured person reaches the age of 70. It is a precondition for insurance protection that the insured person has his or her normal place of residence in Austria. In the case of the single tariff, one person can be named as an insured person; in the case of the couple tariff two persons can be named as insured persons, irrespective of their relationship; in the case of the family tariff, up to seven persons irrespective of relationship, including a maximum of two adults, can be specified by name as insured persons.

Article 2

Time scope of application, provisional cover

1. Unless otherwise agreed in writing, the insurance period is regarded as one year.
2. The insurance period begins with the date stated in the application, but not earlier than 0.00 of the day following the date on which the application is received by the insurer.
3. The insurance cover applies in each case for the first 42 days as a maximum of each journey during the agreed insurance period (see also Art. 17).
   A journey is regarded as the leaving of the town of residence or of second residence or of place of work, up to the return to such place. Journeys between the aforementioned places are not covered by the insurer.
4. From the receipt of the application at the premises of the insurer, on the application form used by the insurer, the applicant is committed to these 14 days. Prior to the expiration of this period, the insurer provides provisional cover. The provisional cover ends:
   4.1. with the redemption of the policy;
   4.2. if the application is accepted without modification and the policyholder is culpably in delay with the payment of the first premium, or
   4.3. after the expiry of the 14-day commitment period, if the application is not accepted by the insurer within this period.
5. If the insurance agreement is not concluded, the insurer is entitled to the proportional premium falling to the period of provisional cover.

II. Geographic scope of application

The geographic scope of application is world wide (for exceptions see Art. 42.7. only in place of residence in Austria.

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. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is in any event accepted;
   1.2. are in connection with acts of war of any kind;
   1.3. occur as a result of violence on the occasion of public gatherings or announcements if the insured person actively takes part therein;
   1.4. are caused by the suicide or attempted suicide of the insured person;
   1.5. occur 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 medicaments;
   1.10. result from the use of paragliders and hanggliders (does not apply for insurance against cancellation in the event of non-commencement of the journey);
   1.11. occur during 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);
   1.12. occur during 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);
   1.13. occur during diving if the insured person does not hold the internationally valid authorization for the depth of the dive in question;
   1.14. occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if this is associated with a hazard that goes far beyond the usual risks usually associated with a journey (does not apply for insurance against cancellation in the event of non-commencement of the journey).

2. Alongside these general exclusions from insurance protection, particular exclusions are regulated in Articles 18, 28, 34 and 43.

Article 6

Insured sum

The insured amount in each case constitutes the maximum payment by the insurer for all insured events within one insurance year. In the case of the family option the insured amount in each case applies jointly to all insured persons. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

III. Payment of premium, termination and renewal of agreement

Article 7

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, 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, 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. deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as police reports, airline confirmations (observance of applicable notification periods required), statements of the facts, medical and hospital certificates and invoices, purchase invoices, etc.
   1.9. Subsidiarity
All insurance benefits with the exception of those in respect of permanent invalidity arising from the travel accident insurance are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Article 8

Form of declarations

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

Article 9

Subsidiarity

All insurance benefits with the exception of those in respect of permanent invalidity arising from the travel accident insurance 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 or 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 relationship following claim

1. Following a claim, both the insurer and the policyholder can terminate the insurance agreement.
2. The notice is permissible at any time, but only for a period up to the end of one month following the conclusion of the negotiations on compensation. The insurer must observe a notice period of one month. The policyholder cannot give notice of termination in respect of a later date than the end of the current insurance period.
3. If the policyholder has submitted a malicious claim, the insurer is entitled to terminate the insurance agreement with immediate effect following the rejection of the claim.

II. Special section

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

Article 13

Subject matter of the insurance

The subject matter of the insurance is a booked journey. The following provisions relating to the journey shall also apply mutatis mutandis to rented property.
Article 14 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. occurring serious illness, serious health consequences resulting from an accident, adverse 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, with the decisions of the cause's incapacity to travel. Psychological complaints that occur for the first time are insured if they require in-patient treatment by a psychiatrist.
   Existing complaints (subject to the provisions of Art. 18) are only insured if they become acute unexpectedly;
   1.2. pregnancy of the insured person, if the pregnancy is only determined after booking the journey. 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. death of family members, making the presence of the insured person at the place of residence urgently 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 at his place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making medical treatment necessary;
   1.5. loss of job without fault as a result of notice of termination issued by the employer to the insured person;
   1.6. call-up of the insured person to 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;
   1.7. submission of an action for divorce (in the case of amicable separation, the corresponding application) to the competent court immediately before a joint journey of the spouses is 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 immediately before the date of an insured journey booked before the examination;
   1.9. receipt of an unexpected judicial summons of the insured person, provided that the non-compliance with the summons does not accept the booking as a reason for postponing the summons;

2. An insured event shall be if a journey must be terminated because of any of the reasons of Art. 1.1., 1.2., 1.3., 1.4., 1.5., 1.6. or 1.7.; the reason for the cancellation or early termination of the journey is linked to one of the following illnesses/treatments of the insured person (subject to the provisions of Art. 14, Sec. 1.1.), dialysis, organ transplants, AIDS, schizophrenia;

3. For benefits relating to interruption of a journey, cover starts with the commencement of the journey and ends with the end of the journey as booked.

4. For journeys which were booked before the start of the insurance, cover does not start until the 10th day after the start of the insurance (except in cases of death, accident or act of God as described in Art. 14).

Article 18 Exclusions

There shall be no insured event if

1. the reason for the cancellation or early termination of the journey is linked to one of the following illnesses/treatments of the insured person: psychological illnesses (subject to the provisions of Art. 14, Sec. 1.1.); epilepsy, multiple sclerosis; a reason that the travel company withholds the booking of a journey;
   2.1. is connected with one of the following illnesses of the insured person for which the insurance has been in-patient treatment within the last 12 months before the start of the journey: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
   2.2. already existed or was foreseeable when the journey was booked.

3. The reason for the exclusion:
   3.1. is connected with one of the illnesses (as referred to in 2.1.) of the insured person for which the insured person has received in-patient treatment within the last 12 months before the start of the journey;
   3.2. already existed or was foreseeable at the start of the journey.

4. the travel company withdraws from the travel agreement;

5. the specialist doctor/medical examiner (see Art. 19, Sec. 3.) instructed by the insurer does not confirm the incapacity to travel.

Article 19 Duties

The insured person shall be obliged to

1. if the journey cannot be commenced for an insured reason, 1.1. to inform the travel company of the insured event to cancel the booked journey at the booking agency immediately after the occurrence of the insured event, in order to keep the cancellation costs at the lowest possible level;
   1.2. to notify the insurer immediately in writing, stating the reason for the cancellation and the policy number, and attaching the confirmation of booking;
   1.3. in the case of incapacity to travel for medical reasons, to enclose with the written notification, if possible, 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. if the journey has to be terminated for medical reasons, to have a corresponding confirmation from the treating doctor on site (see Art. 14, Sec. 1.1.) made out;
   2.1. to send the following documents to the insurer immediately:
      − itemised statement of cancellation costs
      − cancellation claim form completed in full
      − medical confirmation of prescribed medicines
      − 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 certificare, certificate of death, etc.);
   3. upon demand by the insurer, to allow himself to be examined in addition by a specialist doctor/medical examiner instructed by the insurer;
   4. to send the following documents to the insurer immediately:
      − itemised statement of cancellation costs
      − cancellation claim form completed in full
      − medical confirmation of prescribed medicines
      − 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 certificare, certificate of death, etc.);
   5. to hand over the unused travel documents (tickets, hotel vouchers etc.) to the insurer upon request;
   6. to release all treating doctors from their duty of secrecy, to the extent necessary for the assessment of the claim.

Article 20 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 insurer can prove that the insured person has paid for his travel documents;
   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 travel costs incurred by the premature return. This includes the costs incurred through the unavailability or only partial usability of 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. 2.1. only the additional travel costs arising as a result of the premature return journey shall be reimbursed.

C: Travel luggage insurance

Article 23 Insured event

The insured event shall be the damage, destruction or loss (e.g. robbery, theft) of the insured objects with proven third-party involvement.

Article 24 Insured and non-insured objects and preconditions for insurance protection

1. All objects usually taken or acquired for personal use on journeys shall be insured, subject to compliance with Secs. 2. and 3.
   2. The following objects are only insured subject to the following conditions:
   2.1. money, cheques, credit cards, securities, tickets, documents of all kinds, animals, antiques, weapons, objects of primarily artistic or collector's value and removals goods;
   2.2. money, cheques, credit cards, securities, documents of all kinds, animals, antiques, weapons, objects of primarily artistic or collector's value and removals goods;

   3. Insurance shall not extend to
   3.1. money, cheques, credit cards, securities, tickets, documents of all kinds, animals, antiques, weapons, objects of primarily artistic or collector's value and removals goods;
   3.2. technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, lap-tops, optical equipment, entertainment electronics, mobile telephones) and sports equipment (bicycles, surfboards, skis etc.), if they are delivered to a transport enterprise in a locked container excluding jewellery, watches and furs.

Additional insurance protection

Refund shall be made up to a total of 10% of the insured sum:

1. for necessary expenditure for necessary substitute equipment for personal needs as a result of delayed return of baggage (does not apply at the place of residence);
2. for the issue of replacement tickets in the name of the insured person as a result of an insured event;
3. for official charges for the replacement of passports, driving licenses, personal identity papers and motor vehicle papers as a result of an insured event.

Article 26 Insurance cover in or on unattended parked vehicles (trailers)

1. A motor vehicle (trailer) shall be deemed to be parked unattended if neither the insured person nor a reliable person appointed by him and known by him is permanently present at the vehicle (trailer) to be secured. Surveillance at a place of general use shall not be regarded as attendance.

2. Insurance cover shall apply to objects if
   2.1. they are located in a locked interior space or boot permanently circumscribed by metal, rigid material or glass and secured by lock, and all existing security devices are used. They must be kept in the car boot if such is available and storage therein is possible, otherwise they must be kept in such a way that they cannot be seen from outside;
   2.2. they are kept in a container made of metal or a rigid material mounted on the motor vehicle or are located in a locked roof rack that cannot be removed by unauthorised persons without application of force (steel cable lock alone is insufficient);
   2.3. their storage at the place of accommodation or luggage storage facility is not possible or is not reasonable, the motor vehicle (motor vehicle trailer) can be proven not to have been parked for longer than 12 hours and one of the conditions specified in Secs. 2.1. and 2.2. is satisfied.

3. On a two wheeled vehicle, the travel luggage transported shall be kept in a closed and locked roof rack that cannot be opened or removed by unauthorised persons without application of force. The other provisions of Secs. 1. and 2. shall apply mutatis mutandis.

4. No insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, lap-tops, optical equipment, entertainment electronics, mobile telephones), jewellery, watches and furs in unattended parked vehicles (trailers).

Article 27 Insurance cover in tents or while camping

1. Insurance cover in tents or while camping shall apply only to official camping sites established and recognised by public authorities, clubs or private enterprises.
1. Insurance cover is not provided for events that shall be notified by the insured person to such organisation immediately and confirmed thereof requested. In the event of damage not outwardly apparent, this must be done immediately after discovery thereof. Account shall be taken of the complaint or claim deadlines applicable.

2.1. Insurance benefit

2.2. The insurer shall establish contact between the insured person and his own bank, shall assist in the transfer of the amount made available by the insured person and shall bear the costs of the transfer of the money.

2.3. The insurer shall waive the defence of under-insurance.

Article 30

Amount of compensation

1. In the insured event, the insurer shall refund up to the agreed insured sum:

- the current value for destroyed or lost objects;
- the necessary repair costs, up to a maximum of current value, for damaged repairable objects;
- the material value for films, sound and data carriers and the like.

2. The current value shall be the new price of the insured object at the time of the damage less a reduction for age, wear and tear. If replacement is not possible, the price of the acquisition of objects of the same kind and quality shall be applied.

3. The insurer shall waive the defence of under-insurance.

Money transfer costs

1. Insured event

An insured event shall be if the insured person is in a financial emergency during a journey because his means of payment on the journey have become lost against his will.

2. Insurance benefit

2.1. If contact cannot be made with the insured person’s bank within 24 hours, the insurer shall make an advance up to the agreed amount for such purpose and shall bear the costs of the transfer of the money. The advance shall only be granted against confirmation of receipt and an undertaking to repay.

2.2. The insured person’s duties

The insured person shall take all reasonable steps to return the advance to the insurer within two weeks after return from the journey, at the latest however within two months after receipt of the payment.

D: Travel accident and treatment costs insurance

D1: Permanent invalidity

Article 32

Insured event and insurance cover

1. The insured event shall be the occurrence of an accident. The insurer shall provide insurance cover if the insured person suffers an accident on the journey.

2. An accident shall be an event independent of the will of the insured person that suddenly has a mechanical or chemical effect on his body and causes physical damage.

3. The following events independent of the will of the insured person shall also be deemed to be an accident:

- burning, scalding;
- the effects of lightening or electrical energy;
- inhalation of gases, smoke, fumes, intake of poisonous or corrosive substances, unless their effects are gradual;
- dislocation of limbs and streams and ruptures of limbs and muscles, ligaments, tendons and capsules as a result of a sudden deviation from a planned course of movement.

4. Illnesses shall not be deemed to be accidents, nor shall contagious illnesses be deemed to be consequences of accidents. This shall not apply to tetanus and rabies caused by an accident pursuant to Sec. 2.

Article 33

Substantive limits to insurance cover

1. An insurance benefit shall only be paid for the physical damage caused by the accident suffered.

2. In the determination of the degree of invalidity, a deduction to the amount of a previous invalidity only shall be made if the accident affects a physical or mental capacity that was already previously impaired. The previous invalidity shall be determined according to Art. 36 Sec. 2 to 5.

3. If illnesses or infirmities that already existed before the accident influenced the consequences of the accident, the benefit shall be reduced in accordance with the illness or infirmity, provided such share amounts to at least 25%.

4. For organically caused impairments to the nervous system, a benefit will only be paid if and to the extent that such impairment is due to organic damage caused by the accident.

5. A benefit will only be paid for invertebrate disc hernia if such is the result of a direct mechanical effect on the spinal column and is not a deterioration of symptoms of an illness existing before the accident.

6. For stomach and abdominal hernias of any kind, benefits shall only be paid if such are directly caused by external mechanical effects and were not inherent.

Article 34

Exclusions

Insurance cover shall be excluded for accidents

1. resulting from physical damage in the course of curative measures and operations that the insured person applies or has applied to his body to the extent that such were not occasioned by an insured event. To the extent that an insured event was the occasion of such, Art. 4 Sec. 1. b. shall not apply;

2. during the use of aircraft, except as a passenger in a motor aircraft authorised for use for the transportation of persons. A passenger shall be anyone who is neither in causal connection with the operation of the aircraft nor a member of the crew, nor exercises a professional activity by means of the aircraft;

3. when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use in the country of the accident.

Article 35

Duties

Duties, the infringement of which shall release the insurer from benefits pursuant to Sec. 3 Para. 3 of the Insurance Contract Act are the following:

1. After the accident, medical assistance shall be called upon immediately, and the medical treatment shall be continued until completion of the healing process; likewise, reasonable nursing and if possible the prevention and reduction of the consequences of the accident shall be assured.

2. The insurer can demand that the insured person allows himself to be examined by the doctor designated by the insurer.

3. The insured person shall empower and cause the doctors and/or hospitals that have treated or examined him on other occasions to supply the information requested by the insurer and to supply reports.

Article 36

Permanent invalidity

1. If it becomes apparent within one year starting from the date of the accident that a permanent invalidity of at least 50% will remain as a consequence, the agreed insured sum will be paid.

2. For the determination of the degree of invalidity, the following rates shall apply:

- of an arm from the shoulder joint 70 %
- of an arm up to above the elbow joint 65 %
- of an arm below the elbow joint or a hand 60 %
- a thumb 20 %
- an index finger 10 %
- another finger 5 %
- a leg up to above the middle of the upper thigh 70 %
- a leg up to the middle of the upper thigh 60 %
- a leg up to the middle of the lower leg or a foot 50 %
- a leg toe 5 %
- another toe 2 %
- sight in both eyes 100 %
- sight in one eye 50 %
- the sight in the other eye had already been lost before occurrence of the insured event 65 %
- hearing in both ears 60 %
- hearing in one ear 15 %
- if the hearing in the other ear had already been lost before occurrence of the insured event 45 %
- the sense of smell 10 %
- the sense of taste 5 %

3. In the event of partial loss or partial functional incapacity of the above-mentioned body parts or organs, the rates in Sec. 2, shall be applied pro rata.

4. If the degree of invalidity pursuant to Sec. 2, cannot be determined, the decisive factor shall be the extent to which the physical or intellectual functional capacity is impaired according to medical points of view.

5. Two or more rates resulting from paragraphs 1, 2, and 4, shall be added together; however, the insurance benefit shall be limited to the insured amount.

Article 37

Determination of the benefit

1. In the first year after the accident, an invalidity benefit will only be paid if the manner and scope of the consequences of the accident are determined unambiguously from a medical point of view.

2. If an degree of permanent invalidity is not unambiguously determined, both the insured person and the insurer shall be entitled to have the degree of invalidity recalculated by a doctor annually for up to 4 years after the date of the accident, and also by the medical commission from 2 years following the date of the accident.

3. If the insured person dies for causes unrelated to the accident within 4 years after the accident, benefits shall only be paid if a permanent invalidity of at least 50% was clearly to be expected on the basis of the last medical findings. In the event of a later death, there shall be no claim to benefits.

Article 38

Acknowledgement of the insurance benefit

In the event of a benefit for permanent invalidity, the insurer undertakes to declare within 3 months whether and to what extent it acknowledges an obligation to pay benefits. The insurer may begin with the review of the documents that the claimant shall submit in order to determine the cause of the accident and the consequences of the accident and concerning the conclusion of the healing process.

Article 39

Procedures in the event of differences of opinion (medical commission)

1. In the event of differences of opinion concerning the manner and extent of the consequences of the accident or the extent to which the impairments incurred are due to the insured event, and concerning the influence of illness or infirmity on the consequences of the accident and in cases of Art. 37 Sec. 2., the medical commission shall decide.

2. In differences of opinion reserved for decision by the medical commission pursuant to Sec. 1., the insurer may within six months after receipt of the insurer’s declaration pursuant to Art. 38, specifying his claim and requesting a decision by the medical commission.

3. The insurer shall also be entitled to request a decision by the medical commission.

4. The insurer and the insured person shall each appoint as members of the medical commission a doctor registered on the Austrian list of doctors. If one party to the contract fails to designate a doctor within two weeks after written request, such doctor shall be appointed by the Medical Chamber competent for the place of residence of the insured person.

5. Before starting their activities, the two doctors shall by mutual agreement appoint a further doctor as chairman, who shall decide within the framework of the limits specified in the expertise of the two doctors in the event that the two doctors cannot agree or can only agree in part.
5. The insured person undertakes to permit himself to be examined by the doctors on the commission and to subject himself to any measures that this commission regards as necessary.

6. The medical commission shall keep minutes of its activity, which shall contain the written justification of the decision. In the event of a failure to agree, each doctor shall set out his view separately in the minutes. If a decision by the chairman is necessary, he shall be put off with justification in minutes. The files of the proceedings shall be kept by the insurer.

7. The costs of the medical commission shall be determined by the commission and shall be borne to the extent to which the insurer and insured person prevail. In the event of Art. 37 Sec. 2., the costs shall be borne by the party requesting a new determination. The share of the costs to be borne by the insured person shall be limited to 10 % of the insured sum for permanent invalidity.

D2: Search and recovery costs

Article 40

Search and recovery costs

1. Insured event

The insured person must be recovered uninjured, injured or dead because

1.1. he has suffered an accident;

1.2. he is in distress in the mountains or on a lake;

1.3. there is a justified assumption of one of the situations specified items 1.1. and 1.2.

2. Compensation

The insurer shall refund the proven costs of the search for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

D3: Medical benefits in the event of accident or sickness abroad

Article 41

Insured cost

An insured event is the occurrence of bodily injury caused by an accident, an acute illness or the occurrence of the death of the insured person during a journey abroad. The insured person is the country in which the insured person has his place of residence shall be deemed to be abroad.

Article 42

Scope of benefits abroad

1. The insured shall, up to the agreed insured sum, refund evidenced costs for

1.1. outpatient medical treatment: less than an excess of € 40 per person and per claim;

1.2. remedies prescribed by a doctor;

1.3. a transport of medicines and surgery necessary and urgent for medical reasons

1.4. in-patient curative treatment in a hospital or alternatively, instead of the refund for a patient treated in a per diem hospital stay, evidence of € 50 - 500 per day for a maximum of 30 days as from the commencement of in-patient treatment. The option must be exercised immediately at the commencement of in-patient treatment. The hospital in the country of stay must be generally recognised as a hospital and under permanent medical supervision. Use shall be made of the hospital at the place of stay or the nearest reachable hospital. If the hospital stay is expected to last longer than three days, the insurer shall be notified as soon as possible, otherwise the insurance cover shall be withdrawn or the benefits reduced.

2. If the return home is not possible because of lack of transport capability, the insurer shall reimburse the costs of transport up to the day on which transport capability is restored, but not for longer than 90 days in total from the occurrence of the insured event;

3. transport to the nearest reachable hospital and a transfer transport necessary for medical reasons organised by the insurer;

4. the return transport of the insured person organised by the insurer, as soon as medically feasible and justifiable, by way of a medically adequate means of transport (including an ambulance jet), to Austria or any neighbouring country if that is where the journey began;

5. the insured event shall apply.

6. the journey of an insured accompanying person travelling with the insured person, if the accompanying person has to end his or her booked stay prematurely as a result of the return transport or transfer of the insured person, or has to extend his or her booked stay because of a hospital stay of the insured person. The journey home will be organised at the earliest possible time and shall be by reasonable means of transport; no costs will be refunded that result from the unavailability or only partial usability of booked and paid return flight tickets or other travel documents; in the case of flights with the ambulance jet, an accompanying person will also be transported only if there is sufficient space in the aircraft;

7. the transport of the travel luggage accompanying the insured person and the accompanying person;

8. the journey of a person instructed by the insured person to the place of stay and back to the place of residence of the insured person, if as a result of an insured event the insured person requires an assisting person to bring his minor child/children travelling with him home;

9. additional overnight stay costs of an insured co-traveller incurred as a result of the organisation of transport (transfer) of the patient or if the booked stay must be prolonged as a result of a stay in hospital; the insured person reimburses the costs of treatment up to the day on which transport capability is restored, but not for longer than 90 days in total from the occurrence of the insured event;

10. the transfer of the deceased in standard manner or instead burial at the place of death (not to exceed the costs of a transfer in the standard manner).

11. the transfer of the deceased in a medically unexpected death. In such an event, the costs specified in Art. 42 shall be refunded up to the agreed insured sum for chronic and existing complaints.

12. during the use of aircraft, except as a passenger in a motor aircraft authorised for use for the transportation of persons. A passenger shall be anyone who is neither in causal connection with the operation of the aircraft nor a member of the crew, nor exercises a professional activity by means of the aircraft;

13. when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use in the country of the accident.

Article 44

Insurance cover for chronic illnesses and existing complaints

Chronic illnesses and existing complaints which are not included under Art. 43, Sec. 1., as well as the consequences of accidents or illnesses treated or requiring treatment within the last twelve months before the start of the journey shall be insured if these are expected to possibly occur during a regular course of the journey;

1. the following illnesses if in-patient treatment has been received for them within the last 12 months before the start of the journey: coronary heart disease, diabetes (type 1), epilepsy, multiple sclerosis, psychological illnesses;

2. special benefits in the hospital such as single room, television, rooming-in, etc.;

3. childbirth or interruption to pregnancies;

4. operations, medical examinations or treatments;

5. check-up examinations and follow-up treatment (e.g. therapy);

6. special benefits in the hospital such as single room, television, rooming-in, etc.;

7. cosmetic treatment;

8. the costs of transport abroad;

9. medical expenses necessary for the use in the country of the accident.

Article 45

Duties

The insured person undertakes to notify the insurer of the insured event as soon as possible, at the latest at the time at which the costs in accordance with the scope of benefits (Art. 42) are incurred. Any organisational measures in connection with the scope of benefits must be made by the insurer; otherwise, no costs will be refunded.

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Article 43

Exclusions

No refund shall be made for costs for

1. treatments and transport costs in connection with

1.1. dialysis, organ transplants, AIDS, schizophrenia;

1.2. the following illnesses if in-patient treatment has been received for them within the last 12 months before the start of the journey: coronary heart disease, diabetes (type 1), epilepsy, multiple sclerosis, psychological illnesses;

1.3. the deterioration of chronic illnesses and existing conditions, if this deterio-

ration was foreseeable before the start of the journey (but see Art. 44).

1.4. treatment that is the exclusive or partial reason for the start of a journey;

1.5. treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during a regular course of the journey;

1.6. use of curative facilities tied to the place (spas);

2. preservation or prosthetic dental treatment;

3. special benefits in the hospital such as single room, television, rooming-in, etc.;

4. cosmetic treatment;

5. treatments and transport in connection with accidents

5.1. the result of bodily injury sustained during curative measures and interventions which the insured undertakes, or allows to be undertaken, to his or her own body, unless occasioned by an insured event, in which case Art. 4 Sec. 1.8. does not apply;

5.2. during the use of aircraft, except as a passenger in a motor aircraft authorised for use for the transportation of persons. A passenger shall be anyone who is neither in causal connection with the operation of the aircraft nor a member of the crew, nor exercises a professional activity by means of the aircraft;

5.3. when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use in the country of the accident.

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