The premium shall be paid upon conclusion of the insurance agreement. Insured persons are the persons specifically named in the proof of insurance.

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

**EUROPÄISCHE travel insurance conditions ERV-RVB 2011**

**General section**

1. **Who is insured?**
   - Insured persons are the persons specifically named in the proof of insurance.

2. **What obligations have to be observed to maintain the insurance cover (duties)?**
   - The insurance cover applies in the agreed local area of application.
   - The insurance cover begins with the leaving of the town of 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 the insurance is registered as that person’s home country, “Abroad” is deemed to be the agreed local area of application excluding the home country.

3. **When does the insurance cover apply?**
   - The insurance cover shall apply to one journey up to the selected duration of insurance.
   - The insurance cover begins with the leaving of the town of 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 the insurance is registered as that person’s home country, “Abroad” is deemed to be the agreed local area of application excluding the home country.

4. **When does the insurance have to be paid out?**
   - Insurance must be taken out before the start of the journey.
   - 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).

5. **When does the premium have to be paid?**
   - The premium shall be paid upon conclusion of the insurance agreement.

6. **What is not insured (exclusions)?**
   - No cover is provided in respect of events which are connected with war, civil war, war-like conditions and internal unrest 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;
   - occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
   - are caused by strike;
   - are caused by the suicide or attempted suicide of the insured person;
   - occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
   - are caused as a result of official orders;
   - 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 or explosive (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;
   - are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
   - are caused by the injured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
   - result from the use of paragliders and hang-giders (not applicable in respect of trip cancellation);
   - arise in the context of participation in motor sports competitions (including points events and rallies), the training trips associated therewith, motorised journeys on racing tracks and motor sports events (not applicable in respect of trip cancellation);
   - arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
   - 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);
   - 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);
   - occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if the activity in question is associated with a hazard which far exceeds the normal risk associated with a journey (not applicable in respect of trip cancellation).

7. **What do the sums insured mean?**
   - The sums insured are the amounts which the insurance company shall pay in respect of the services provided under the insurance agreement for the insured events.

**Special section**

### A: Trip cancellation and trip interruption

- Art. 14: What is insured?
- Art. 15: What is not insured (exclusions)?
- Art. 16: What obligations have to be observed to maintain the insurance cover (duties)?
- Art. 17: How much is the compensation?

**Special Condition for the Business-Cancellation-Cover**

- Art. 1: Who is insured?
- Art. 2: Where does the insurance cover apply?
- Art. 3: When does the insurance cover apply?
- Art. 4: When does the insurance have to be taken out?
- Art. 5: When does the premium have to be paid?
- Art. 6: What is not insured (exclusions)?
- Art. 7: What do the sums insured mean?
- Art. 8: What obligations have to be observed to maintain the insurance cover (duties)?
- Art. 9: How do declarations have to be made?
- Art. 10: What applies in the event of entitlements from other insurance policies (subsidiarity)?
- Art. 11: When is the compensation due?
- Art. 12: When can insurances be assigned or pledged?
- Art. 13: What law is applicable?
Article 8
What obligations have to be observed to maintain the insurance cover (duties)?
The insured person must fulfil the following obligations, otherwise no payment will be made:
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;
2. immediately inform the insurer about the event insured against;
3. provide the insurer with full written information about the damaging event and the amount of the loss;
4. truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and amount of the obligation to pay, in particular empowerment and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
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;
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;
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;
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.

In addition to these general obligations, special obligations are set out in Articles 16, 31, 35 and 44.

In the event of the intentional violation of any obligation, the insurer is released from payment; in the event of grossly negligent violation, the insurer is released from payment only if such as the violation has had the asserted consequence of the event insured against or of the amount of the benefit, or has influenced the actual amount of the benefit.

Article 9
How do declarations have to be made?
The written form shall be required for notifications and declarations by the insured person to the insurer.

Article 10
What applies in the event of entitlements from other insurance policies (subsidiarity)?
All insurance benefits with the exception of those in respect of permanent invalidity under the travel accident insurance are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Article 11
When is the compensation due?
1. Once the insurer’s obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due two weeks thereafter.
2. If official investigations or proceedings have been initiated in connection with the insured event, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

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 inssofar as is legally permissible.

II. Special section
A: Trip cancellation and trip interruption
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 necessity 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 there is a necessity to provide medical treatment (hospitalisation));
   2.2. loosing 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 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 (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 writing when the policy is taken out; per booking only one family member as well as any other person absolutely necessary);
   2.5. serious damage to the property of the insured person at his place of residence as a result of a natural event (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;
   2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;
   2.7. 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;
   2.8. submission of an action for divorce (the corresponding application for separa-
tion by mutual agreement) to the competent court immediately before the in-
sured trip to be undertaken jointly by the spouses concerned;
   2.9. in the case of registered life partnerships, the submission of a petition for disso-
lution (in the case of amicable separation, the corresponding application) imme-
diately before the insured trip to be taken jointly by the partners concerned;
   2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the common residence immediately before the insured trip to be undertaken jointly by the partners concerned;
   2.11. failure to pass the school-leaving certificate examination, or a similar final ex-
amination for a course of school education lasting at least three years, by the insured person immediately before the date of an insured trip booked before the examination;
   2.12. 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 post-
poning the summons.

3. The insured event shall apply to the insured person concerned and additionally for the following co-travelling persons with equivalent insurance cover:
   – family members of the insured person concerned;
   – persons who are insured in a family tariff with the person concerned;
   – family members of the person concerned;
   Any person who is similarly insured for such events with Europäische Reiserversi-
cherung 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), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings 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, par-
ents and siblings.

Article 15
What is not insured (exclusions)?
No cover is provided if:
1. in the case of 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 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 take the booked trip;
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 insured person must
1. on 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, petition for divorce, school leaving certificate, 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 confir-
mation of medicines prescribed;
   – 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 in
1. in the event of cancellation of the journey, the cancellation costs that were contractu-
ally 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 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. in the event of cancellation of a travel arrangement with included cancellation insur-
ance, the excess up to a maximum of 20 % of the cancellation charges;
3. in the event of trip interruption
   3.1. the paid but unused part of the insured trip (excluding the return ticket);
   3.2. the additional travel costs insured by the prematurity return. This includes the
     costs insured through the uninsured security or insurability 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.
Special Condition for the Business-Cancellation-Cover

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

A: Trip cancellation and trip interruption

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, 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 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 (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 writing when the policy is taken out; per booking 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. 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;

2.8. 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, making the presence of the insured person at the place of residence absolutely necessary;

2.9. resignation of the employee or colleague in the same company who is deputising for the insured 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;

2.10. a visa which is necessary for the business trip is unforeseeably not issued to the insured, through no fault of the insured;

2.11. the insured 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;

2.12. 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 and additionally for the following co-travelling persons with equivalent insurance:

– family members of the insured person concerned;
– per insured event a maximum of three further persons.

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), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings 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.

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