

Which benefits are insured?

Trip cancellation	
1. Cancellation costs if trip not started	up to selected trip price
! If the policy is taken out later than 3 days after booking the trip, only such events are insured that occur after the 10th day after the policy has been taken out (except in cases of accident, death or act of God).	
Trip curtailment	
2. Reimbursement of booked but unused travel services	up to selected trip price
Delayed arrival	
3. Reimbursement of additional costs of overnight accommodation and meals during the outward journey	up to € 600.-
Involuntary extension of holiday	
4. Reimbursement of additional costs of overnight accommodation and meals during the outward journey	up to € 2,000.-
Search and rescue including helicopter rescue	
5. Search and rescue costs in the event of an accident, or in the event of distress in the mountains or at sea	up to € 7,500.-
24 hour emergency call and immediate assistance	
	yes

The sums insured stated in the schedule of benefits limit the insurer's liability for all insured events. If you take out Hotel Cancellation Plus for several persons travelling together, the sums insured apply to all persons jointly.

Where does the insurance cover apply?

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

Which contractual bases apply?

The contractual basis are the EUROPÄISCHE Travel Insurance Conditions for the Hotel Industry 2024 (ERV-RVB Hotel Industry 2024). Austrian law applies.

Premiums

for one trip up to 31 days in Europe

Trip price up to	Premium	Trip price up to	Premium
€ 200.-	€ 12.-	€ 3,500.-	€ 210.-
€ 300.-	€ 18.-	€ 4,000.-	€ 241.-
€ 400.-	€ 25.-	€ 4,500.-	€ 272.-
€ 500.-	€ 31.-	€ 5,000.-	€ 303.-
€ 600.-	€ 37.-	€ 5,500.-	€ 344.-
€ 800.-	€ 48.-	€ 6,000.-	€ 376.-
€ 1,000.-	€ 59.-	€ 6,500.-	€ 400.-
€ 1,200.-	€ 71.-	€ 7,000.-	€ 431.-
€ 1,400.-	€ 83.-	€ 8,000.-	€ 493.-
€ 1,600.-	€ 95.-	€ 9,000.-	€ 555.-
€ 1,800.-	€ 107.-	€ 10,000.-	€ 617.-
€ 2,000.-	€ 119.-	€ 12,000.-	€ 741.-
€ 2,500.-	€ 149.-	€ 15,000.-	€ 927.-
€ 3,000.-	€ 179.-		

If you are taking out Hotel Cancellation Plus for more than one person travelling together, please select the premium for the trip price (incl. any additional booked benefits and travel expenses) for all persons. Please note that the maximum sum insured for trip cancellation per booking/event insured is € 15,000.-.

What has to be done if claim occurs?

Please notify **insured events** as soon as possible, by

- Online Claim Report at <https://www.europaeische.at/en/service/start-your-claim>
After entering your data, you will immediately receive your claim number with information on how to proceed. Furthermore, you can also upload the required documents immediately.
- E-Mail to schaden@europaeische.at
- Post to Europäische Reiseversicherung AG
Claims-Management
Kratohwilestraße 4, A-1220 Vienna

In the event of an **emergency**, please contact us as soon as possible on the **24-hour emergency number**:

+43 1 50 444 00

If you have any **questions**, our Claims-Management is also available by telephone: Tel: +43 1 317 25 00.

Who is the insurer?

Europäische Reiseversicherung AG,

Registered office in Vienna. Kratochwilestraße 4, A-1220 Vienna

Tel.: +43 1 317 25 00, E-Mail: info@europaeische.at

www.europaeische.at, Commercial register HG Wien FN 55418y.

Our information sheet on data is available at europaeische.at/en/legal/privacy or can be requested from our customer service.

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna.

The Europäische Reiseversicherung AG belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.



Mag. Wolfgang Lackner



Mag. Christian Wildfeuer

EUROPÄISCHE Travel Insurance Conditions for the Hotel Industry 2024 (ERV-RVB Hotel Industry 2024)

Where references to individuals are in the masculine form in these insurance conditions, they refer equally to all genders.

General conditions

Section 1 Who is insured?

Insured persons are the persons named on the insurance certificate.

Section 2 Where does the insurance cover apply?

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

Section 3 When does the insurance cover apply?

- The insurance cover applies to one trip for the selected insurance period. The following provisions relating to the trip also apply in the same way to accommodation contracts.
- The insurance cover during a trip begins when the insured person leaves his or her main place of residence, a secondary place of residence or normal place of work and ends when the insured person returns to one of the above places or on earlier expiry of the insurance.
- For trip cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
- The conclusion of several insurance policies back to back is only allowed after specific agreement with the insurer.

Section 4 When do I have to take out the insurance?

- The insurance must be taken out before the start of the trip.
- Insurance policies with trip cancellation benefits must be taken out within 3 days of booking the trip at the latest. If the insurance is taken out after this date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God). Please note the special provision for "Pregnancy" as the reason for cancellation, under section 11, subsection 2.1.3.

Section 5 When do I have to pay the premium?

The premium must be paid immediately after taking out the insurance.

Section 6 What is not insured (exclusions)?

- No insurance cover is provided for events that:
 - are caused intentionally or with gross negligence by the insured person;
 - occur when participating in naval, military or air force services or operations;
 - are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - are related to war, civil war, war-like conditions or civil unrest. If the insured person is caught up unexpectedly in such events during the insured trip, insurance cover is provided until the earliest possible departure. Under all circumstances, however, no insurance cover is provided for active participation in war, civil war, warlike conditions and civil unrest;
 - occur on trips undertaken despite a travel warning. Travel warnings are all travel warnings (for an entire country) and partial travel warnings (for a specific area) issued by the Austrian Foreign Ministry. For travel warnings due to epidemics or pandemics, the exclusion only applies to events that are directly and causally related to the travel warnings. If a travel warning is issued during the insured trip that recommends urgent departure, insurance cover is provided until the earliest possible departure;
 - occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - are caused by strike action;
 - are caused by suicide or attempted suicide of the insured person;
 - occur when travelling in undeveloped or unexplored areas and at an altitude above 6,000 m;
 - are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - are suffered by the insured person as a result of a significant impairment of his or her mental and physical condition due to alcohol, addictive poisons or medication;
 - occur while driving a motor vehicle if the driver does not possess the required motor vehicle licence to drive the vehicle in the country of the event; this also applies if the vehicle is not being driven on roads with public traffic;
 - occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons), except for use of parachutes and paragliders or as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who has no causal connection with the operation of the aircraft, is not a crew member and does not exercise a professional activity by means of the aircraft. Subsection 1.13. does not apply to trip cancellation;
 - arise from participation as a driver, co-driver or passenger of a motor vehicle in driving events (including the associated training and qualification drives), where the aim is to cover a specified distance as quickly as possible or to overcome obstacles or difficult terrain, or driving on race tracks. Subsection 1.14. does not apply to trip cancellation;
 - arise when participating in professional sport including training. Subsection 1.15. does not apply to trip cancellation;
 - occur when participating in state, national or international sports competitions, as well as in official training for such events. Subsection 1.16. does not apply to trip cancellation;
 - arise during dives if the insured person does not hold an internationally valid authorisation for the depth in question, except when participating in a diving course with an authorised diving instructor. In any circumstances, there is no

- insurance cover for dives at a depth of more than 40 m. Subsection 1.17. does not apply to trip cancellation;
 - arise as a result of the exercise of a manual activity in the course of business by the insured person. Ordinary activities in the context of staying as an au pair and in the hotel and hospitality industry are insured. Subsection 1.18. does not apply to trip cancellation;
 - occur when undertaking an extreme sport. Subsection 1.19. does not apply to trip cancellation.
2. For trip cancellation and trip curtailment, there is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time that the insurance was taken out or the reason for trip curtailment had already occurred or was foreseeable at the time the trip started.
3. Sanctions clause:
- If the policyholder or an insured person is a sanctioned person or if a trip is undertaken for the purpose of carrying out a sanctioned activity, no insurance cover shall be granted, no payment made and no benefit provided to the policyholder or the insured person, directly or indirectly, to the extent of and for the duration of the sanction.
 - Sanctions are international commercial, financial or economic sanctions or embargoes under:
 - United Nations resolutions; and/or
 - regulations and/or decisions of the European Union; and/or
 - laws, ordinances or decrees issued by authorities of the Republic of Austria; and/or
 - legal requirements of the United States of America and the United Kingdom.
 Embargoes mean a ban on the import or export of goods or providing (financial) services. Sanctioned means that a sanction stipulates that no insurance cover may be granted to persons named therein or for activities named therein or that no insurance benefits or payments may be made to such persons or in favour of such persons.
 - The insurer shall not charge a premium to the extent of and for the duration of the sanction.

Section 7 What do the sums insured mean?

- The sums insured stated in the schedule of benefits of the insurance policy limit the insurer's liability for all insured events before and during a trip.
- If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap.

Section 8 What do I have to do to maintain insurance cover (obligations)?

The following are defined as obligations, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6 (3) of the Austrian Insurance Contract Act (VersVG) (see Annex):

- The policyholder or the insured person must:
- notify the insurer of the occurrence of the insured event as soon as possible after he or she becomes aware of it and must provide the insurer with comprehensive information about the event and the extent of the loss;
 - if an insured reason for trip cancellation occurs, he or she must cancel the trip as soon as possible to limit the cancellation costs as far as possible;
 - as far as possible, must help to establish the facts of the claim, must provide the insurer with all required information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability;
 - as far as reasonable according to the circumstances in the individual case:
 - hand over to the insurer any evidence proving the cause and amount of liability (such as cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Receipts (original, if available) must be handed over to the insurer at the insurer's request, if the insurer reimburses the loss;
 - in the event of illness or accident, have a corresponding certificate issued by the attending doctor (in the event of trip curtailment, by the local doctor);
 - damage/loss that has occurred in the custody of a transport company or accommodation provider must be reported to the insurer as soon as possible after discovery and an official written statement of such must be requested; damage/loss caused by criminal acts must be reported to the local police force as soon as possible, giving a precise account of the facts and stating the extent of the damage/loss and an official written statement of such must be requested.

Section 9 How do I submit statements or information?

All statements and information provided by the policyholder, the insured person and other third parties in connection with the insurance contract must be submitted via the insurer's online form, email or post.

Section 10 What rules apply to entitlements under other insurance policies (subsidiarity)?

If benefits are also provided by other social or private insurance policies for an insured event, they take precedence (principle of subsidiarity, i.e. insurance cover only applies if corresponding loss is not covered by the other insurance). However, the claims of the insured person under this insurance contract remain unaffected, such that, if the insured person reports the insured event to the insurer, the insurer shall make advance payment and settle the claim in accordance with the conditions.

Specific conditions

A: Trip cancellation and trip curtailment

Section 11

What is insured?

1. The subject of the insurance policy is a booked trip (e.g. hotel or rental arrangement). Additional booked services and travel costs may also be insured, but they must be taken into account in the amount selected for sum insured for cancellation.
2. An insured event occurs if the insured person is unable to commence the trip or part of the trip or has to curtail the trip for one of the following reasons:
 - 2.1. **Medical reasons**
 - 2.1.1. death of the insured person;
 - 2.1.2. unexpected illness (including epidemic or pandemic diseases), bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or adverse reaction of the insured person to a vaccination;
 - 2.1.3. premature birth or unexpected, severe pregnancy complications up to and including the 35th week of pregnancy. The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest.
 - 2.2. **Reasons related to work and education**
 - 2.2.1. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 2.2.2. short-time work of the insured person as a result of non-seasonal economic difficulties of the company at which the insured person is employed if, as a result, the regular gross salary is reduced by at least 35 % for a period of at least three consecutive months;
 - 2.2.3. conscription of the insured person into basic military or civilian service, provided that the competent authority does not accept the travel booking as a reason for postponing the conscription;
 - 2.2.4. failure of the insured person to pass the school-leaving examination or a similar final examination following a school course of at least 3 years' duration immediately prior to the travel date of the trip that was booked before the examination.
 - 2.3. **Family reasons**
 - 2.3.1. unexpected illness (including epidemic or pandemic diseases), bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of family members or other close friend or relative, as a result of which the presence of the insured person is required. The close friend or relative must be named to the insurer in writing when the insurance is taken out; only one close friend or relative may be named per booking;
 - 2.3.2. filing of the petition for divorce or dissolution (in the case of separation by mutual consent, the corresponding petition) at the competent court or abandonment of the joint place of residence before the insured joint trip of the spouses or partners affected;
 - 2.3.3. dissolution of cohabitation (that has lasted for at least six months) before the insured joint trip of the cohabiting partners affected (affidavit of the cohabiting partners affected is required).
 - 2.4. **Crime and property damage**
 - 2.4.1. significant material damage to the property of the insured person at one of his or her places of residence as a result of an Act of God (flood, storm, etc.), fire, burst water pipe or criminal act committed by a third party, as a result of which the presence of the insured person is necessary.
 - 2.5. **Other reasons**
 - 2.5.1. receipt of an unexpected court summons by the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons.
3. The insurance covers the event for the insured persons affected, their accompanying family members who have insurance of equal value and additionally per event up to a maximum of six further fellow travellers who have insurance of equal value. Anyone who is also insured with Europäische Reiseversicherung AG, Vienna, for such an insured event shall be deemed to have equivalent insurance cover.
4. Family member means a spouse (or registered partner or cohabiting partner), children (stepchildren, children-in-law, grandchildren, foster children, adopted children), parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), siblings, stepbrothers and sisters-in-law of the insured person; for a registered partner or cohabiting partner living in the same household, this also includes their children, parents and siblings.

Section 12

What costs are reimbursed?

The insurer reimburses:

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

B: Late arrival and involuntary extension of holiday

Section 13

What costs are reimbursed in the event of delayed arrival?

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

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

Section 14

What costs are reimbursed in the event of an involuntary extension of holiday?

1. An insured event occurs if the insured person cannot end a booked stay as per the booking because of:
 - 1.1. an accident;
 - 1.2. illness; or
 - 1.3. a road closure due to an Act of God locally (e.g. avalanche risk, accumulation of flood debris and flooding).
2. The additional costs incurred are reimbursed at the quality that was booked up to the agreed sum insured (individual cover). If the compensation from one event (e.g. major weather event) for several insured events during one week (Saturday to Friday) exceeds the amount of € 4,000,000.00 (cumulative limit), the compensation attributable to the individual insured persons shall be reduced proportionately. In this case, the insurer shall be liable for the compensation under the individual contract at the ratio of this accumulation limit to the sum of all compensation under the relevant insurance contracts.

C: Search and rescue

Section 15

What search and rescue costs are reimbursed?

1. The insured person must be rescued because he or she has suffered an accident on difficult terrain, is in distress in the mountains or at sea, or there was a reasonable expectation of one of the above situations.
2. The insurer shall reimburse the costs for which evidence is provided of searching for and rescuing the insured person to the nearest road suitable for driving or, if medically necessary, the costs of direct transport from the place of the accident to the nearest hospital.

Annex

Extract from the Austrian Insurance Contract Act (VersVG)

Section 6. Austrian Insurance Contract Act

(1) If the contract stipulates that, in the event of a breach of an obligation to be fulfilled vis-à-vis the insurer prior to the occurrence of the insured event, the insurer shall be released liability, the agreed legal consequence shall not apply if the breach is a breach without fault. The insurer may terminate the contract without notice within one month of becoming aware of the breach, unless the breach is deemed to be a breach without fault. If the insurer does not terminate within one month, it cannot rely on the agreed exemption from liability.

(1a) In the event of a breach of an obligation which is intended to maintain the equivalence between risk and premium underlying the insurance contract, the agreed exemption from liability shall furthermore only apply to the extent to which the agreed premium falls short of the premium provided for the higher risk in accordance with the tariff. In the event a breach of other obligations to report or give notice which have no influence on the assessment of the risk by the insurer, exemption from liability shall only arise if the obligation has been intentionally breached.

(2) If an obligation is breached which is to be fulfilled by the policyholder vis-à-vis the insurer for the purpose of reducing the risk or preventing an increase in the risk - irrespective of the applicability of subsection (1a) - the insurer may not rely on the agreed exemption from liability if the breach had no influence on the occurrence of the insured event or insofar as it had no influence on the scope of the insurer's liability.

(3) If exemption from liability has been agreed in the event that an obligation is breached which is to be fulfilled towards the insurer after the occurrence of the insured event, the agreed legal consequence shall not arise if the breach is not based on intent or gross negligence. If the obligation is not breached with the intent to influence the insurer's liability or to interfere with establishing such circumstances that are clearly significant with regard to the insurer's liability, the insurer shall remain liable insofar as the breach has had no influence on establishing the insured event or on establishing the insurer's liability or on the scope of the insurer's liability.

(4) Any agreement according to which the insurer is entitled to withdraw from the contract in the event of a breach of an obligation is invalid.

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

Insurer:

Europäische Reiseversicherung AG

registered office in Vienna, Kratochwilstrasse 4, A-1220 Vienna, Austria

Tel. +43/1/317 25 00, email: info@europaeische.at,

www.europaeische.at

Commercial Register at the Commercial Court of Vienna: FN 55418y

Supervisory Authority: FMA Financial Market Authority Austria,

Division: Insurance Supervision, Otto-Wagner-Platz 5,

A-1090 Vienna, Austria.

Europäische Reiseversicherung AG is part of the Generali Group (Assicurazioni Generali S.p.A., Trieste) registered in the IVASS Register of Insurance Undertakings under number 026.

Information about your right of withdrawal

You may withdraw your insurance contract within 14 days without giving reasons, by email or letter.

The withdrawal period starts when you are informed that the insurance contract has started (i.e. you receive the insurance policy), but not before you have received the insurance policy and the terms of the policy, including the conditions for how the premiums are set and changed and this information about your right of withdrawal.

Send your notice of withdrawal to:

Europäische Reiseversicherung AG
Kratohwjllestraße 4
A-1220 Wien
E-Mail: info@europaeische.at

To withdraw within the withdrawal period, you only need to send your notice of withdrawal before the end of the withdrawal period. The notice shall also apply if it is received by your insurance agent (employed sales representative of the insurer or selfemployed insurance agent).

Upon withdrawal, any insurance cover already provided and your future obligations under the insurance contract shall end. If the insurance provider has already provided cover, it shall be entitled to a premium for the period of cover before withdrawal. If you have already paid premiums to the insurance provider that exceed this premium for cover before withdrawal, the insurer must repay those premiums to you without deductions.

Your right of withdrawal expires at the latest one month after you have received the insurance policy with this information about the right of withdrawal.

Complaints

Only by sharing information with our customers, we can continuously optimize our products and services! Take the opportunity to inform us of your concerns or complaints online at www.europaeische.at/en/service/feedback-and-complaints or by sending an e-mail to our complaints office (complaints@europaeische.at) or by letter (Europäische Reiseversicherung AG, Attn: Complaints Office, Kratochwjlestraße 4, 1220 Vienna). The possibility of notifying a complaint is without prejudice to your right to take legal action.

Please provide your personal data in any case. The more information you give us (**policy and/or claim number**, etc.), the better and more individually we can respond to your concern.

Information on the complaints handling procedure

Our aim is to provide excellent service to our clients!

We collect all the necessary information to resolve the complaint and communicate this to the complainant, in writing or in written form to the address provided. For data protection reasons, it may be necessary for us to verify the identity of the complainant.

We will indicate (if necessary) whether and what additional information we may still need for processing.

The complaint will then be completed by us **immediately**, generally within not more than 15 working days after having received all necessary information. If extensive surveys or evaluations are required to answer a complaint, there may be delays. In this case, the complainant will receive an interim report and (if possible) an indication of when the final result can be expected.

If the final result does not entirely meet the complainant's demands, the position of Europäische Reiseversicherung will be explained in detail. In the event that, even after close examination and comment, no satisfactory solution has been found for the complainant, the following bodies can be contacted:

- **Association of Austrian Insurance Companies** (www.vvo.at), Schwarzenbergplatz 7, 1030 Vienna
- **Arbitration body for consumer business** (www.verbraucherschlichtung.at). The participation is not obligatory for the insurer
- **Insurance Complaints Office at the Federal Ministry of Social Affairs, Health, Care and Consumer Protection**, Stubenring 1, 1010 Vienna; versicherungsbeschwerde@sozialministerium.at

For consumer transactions concluded online, you can also contact the

- **Internet Ombudsmann** (www.ombudsstelle.at) or the
- European Union Internet platform for online dispute resolution (ec.europa.eu/consumers/odr)

Please note that the competent supervisory authority is the **FMA Austrian Financial Market Authority** (www.fma.gv.at), Otto-Wagner-Platz 5, 1090 Vienna.

Information Sheet on Data Processing in context of insurance contracts

of Europäische Reiseversicherung AG (as of June 2024)

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I. GENERAL INFORMATION

As an insurance company, we understand the importance of your personal data (hereinafter referred to as "data"). We therefore treat your data as confidential and comply with all data protection regulations.

We need your data to perform our contractual obligations and to check your insurance risk, to conclude an insurance contract and to accept your claims. If you do not provide us with all the necessary data, we may not be able to conclude the requested insurance contract with you or accept your claim.

Section I provides general information about how we process data; Section II provides additional information in accordance with Article 13 GDPR (data collected from the data subject); and Section III provides additional information in accordance with Article 14 GDPR (data that has not been obtained directly from the data subject).

1. Data Controller

Europäische Reiseversicherung AG

Kratochwjlestrasse 4

A-1220 Vienna

Company register number: FN 55418y

Company Register Court: Commercial Court of Vienna

T +43 1 317 25 00

info@europaeische.at

You can contact our **data protection officer** by e-mail at datenschutz@europaeische.at or by post at the above mentioned address with the further address "Data Protection Officer".

2. Recipient categories of data, joint controllers and data transfer to third countries

For our insurance business, we need to forward your data to various external recipients. When processing data, the recipients are either data controllers in their own right or they are processors of data on our behalf.

Europäische Reiseversicherung AG is part of the international Europ Assistance Group, which is a group of companies that specialises in assistance products and travel insurance. It is part of the international Assicurazioni Generali S.p.A., Trieste (the Generali Group). As part of our affiliation with the Group, we are integrated into the infrastructure, in particular the IT infrastructure, of the Generali Group. Our most important providers are currently Generali Versicherung AG (Vienna) and Europ Assistance Gesellschaft m.b.H. (Vienna). In all cases when using service providers, we always ensure that the European level of data protection and the European data security standards are maintained. If you would like to know more about how and to what extent we process your data in your specific business transaction or how we pass it on to service providers and which protective measures we have implemented, please contact us using the above-mentioned contact options.

3. Our Data Security

Your data is always processed in accordance with the law.

To protect your rights and freedoms as a data subject, we take appropriate technical and organisational (including human resource) measures in accordance with the latest technology and commensurate with the risk.

How do we protect your data?

- Data is only viewed and processed by authorised persons (confidentiality). This involves managing physical, system and data access permissions, but also includes internal rules governing confidentiality. To transfer your data securely, we use appropriate encryption procedures.
- Data is kept accurate, up-to-date and intact during processing (integrity). If you notify us of a change to your data, we ensure that your data is updated promptly in accordance with the applicable

purpose. This also includes the immediate correction (rectification) or deletion (erasure) of incorrect data.

- Data is processed according to the defined purposes and is available as quickly as necessary (availability and resilience). To this end, we take appropriate measures and ensure compliance with the law and internal rules. This includes, above all, prompt fulfilment of your rights as a data subject.
- The process for processing your data is fully documented and kept up-to-date in an appropriate manner (traceability and transparency).

We document the measures described above in accordance with our internal data protection and security rules and regularly review them to ensure they are effective.

4. Your Rights

You have a **right of access** to your data that we are processing, at any time.

If we process data about you that is inaccurate or incomplete, you may request that it be **rectified (corrected) or completed**. You can also request that processed data be **erased (deleted)**. However, please note that this only applies to incorrect, incomplete, or unlawfully processed data. If it is unclear whether the data processed about you is inaccurate, incomplete or processed unlawfully, you may request **restriction of the processing** of your data until this question is conclusively clarified.

Even if the data relating to you is correct and complete and is processed by us lawfully, you have the right to **object** to the processing of this data in accordance with Article 21 GDPR, provided that we are processing this data on the basis of a legitimate interest or for the performance of a task in the public interest. We may only continue processing in this case if we can demonstrate compelling legitimate grounds for processing which override your interests, rights and freedoms, or if the processing is for the establishment, exercise or defence of legal claims.

Regardless of this, you may object to the data processing for satisfaction survey purposes.

If we have received and are processing your data with your consent, you may **withdraw your consent** at any time. From this point on, we may no longer process your data for the purposes stated in the declaration of consent. Withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of the consent before you withdraw your consent.

If you have provided data to us, you have the right to receive this data in a machine-readable format chosen by us. You may also instruct us to transmit this data directly to a third party of your choice. This is possible if this recipient enables us to do so from a technical point of view and the data transfer is not prevented by unreasonable effort or by legal or other obligations of secrecy or any confidentiality considerations on our part or on the part of third parties.

For all your matters regarding your rights as a data subject, please contact us at datenschutz@europaeische.at.

If you believe that we are using your data in a way that is not permitted, you have the right to lodge a complaint with the Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna, phone: +43 1 52 152-0, email: dsb@dsb.gv.at.

5. Our Data Retention Procedure

We store your data exclusively in compliance with the statutory provisions (in particular GDPR, the Austrian Data Protection Act and specific provisions regarding data protection for the insurance sector [Austrian Insurance Contract Act (VersVG), Austrian Insurance Supervision Act (VAG)]) for as long as this is necessary to achieve the defined purposes.

After the relevant purpose no longer applies, we delete your data ourselves, without you having to submit a request, or anonymise your data in such a way that it cannot be used to identify you at any time in the future.

5.1. Your Data before Concluding an Insurance Contract

Even before concluding an insurance contract, we have to collect, store and process data. We do this in order to check whether and on what terms an insurance contract can be concluded.

Since you may have claims even from such contact prior to entering into a contract, even if no insurance contract is subsequently concluded, we have a legitimate interest in retaining this data, depending on the individual case. This is the case, for example, if you establish, exercise or defend legal claims or where we have a legal obligation (e.g. documentation of the information and advice requirements under Articles 130-133 of the Austrian Insurance Supervision Act (VAG)) to retain the data.

We also require certain data necessary for this purpose to protect the insured community from insurance abuse and to defend legal claims. We must prove to the supervisory authority (the Austrian Financial Market Authority) or, where applicable, in court, that we have complied with our obligations to provide information and that we have acted honestly, fairly and professionally in accordance with insurance law in the best interests of our customers. We provide this evidence by submitting the customer information documents and other documents from the application process. We therefore also keep data from insurance contracts that have not been concluded, for up to three years from the last automatic data entry or final completion. Different periods may apply to corporate clients.

The data of potential customers is stored for up to three years. On receiving a justified request from you, this data is also deleted earlier after a thorough investigation of the request.

5.2. Contract Data during and after the End of the Insurance Contract

While we are in a contractual relationship with you, we have to process the data necessary for the contract. This is the only way we can perform the contract and process claims and payments.

We must retain the data required for this purpose, at least for the period during which the insurance contract is in force.

By setting appropriate retention periods and by taking suitable technical and organisational measures, we ensure that the data processed for the applicable purpose is reduced to the minimum necessary and that the rights and freedoms of other persons are not adversely affected.

5.3. How long do we keep your data after the end of the contract?

We store your data after the end of the contract in particular under the statutory minimum retention requirements (e.g. according to Article 212 of the Austrian Commercial Code (UGB) and Article 132 of the Austrian Federal Fiscal Code (BAO)). The obligation to retain data serves the purpose of establishing, exercising and defending legal claims as well as fulfilling post-contractual obligations.

Applying the Austrian Insurance Contract Act (in particular Article 12 VersVG), we therefore retain the data for ten years after the end of the contract during the period in which claims may be made against us. Otherwise, we would not have any documents to defend against legal claims. Similarly, claims after the end of the insurance contract extend the above retention period by ten years from settlement of the claim, as the limitation period starts against in respect of the claim.

5.4. Data of Third Parties

During steps prior to entering into a contract, conclusion and execution of insurance contracts, data of third parties who are not policyholders may also be collected and processed. This applies in particular to insured persons, beneficiaries, other recipients, liable parties, injured parties and witnesses. The provisions in under Section I 5.1 to 5.3 apply in the same way to such data.

5.5. Deviating Rules

Irrespective of the above periods, the deletion (erasure) of data is temporarily suspended in certain cases, e.g. if such data is relevant in court, out-of-court or administrative proceedings. The specific storage period varies, depending on the specific circumstances.

5.6. Verification and Erasure (Deletion)

Whether deletion of the relevant data is necessary is automatically checked at regular intervals. The check is carried out at least once a year.

Whether deletion is necessary may also be checked in a specific case. This is done in particular if you, as the data subject, submit a request to us for deletion.

II. INFORMATION PURSUANT TO ARTICLE 13 GDPR

Below is an overview of the data processing we carry out, sorted according to legal basis for data we have collected from you as a data subject. Each section also includes the purposes of processing and the applicable data categories.

1. Data processing for steps prior to entering into a contract and for performance of a contract

We process data that is related to your insurance contract. This includes, in particular, personal master data, contract data, communication master data, contract billing and payment data, as well as data contained in documents that you provide or in correspondence with us. The data is processed for the purposes of:

- taking steps to enter into the business relationship (e.g. offer, quotation and proposal), preparing an application, processing a contract and preparing a contract (insurance policy);
- assessing the risk to be assumed, to determine whether and on what terms the insurance contract may be concluded or a contract may be amended;
- carrying out, performing, managing (including premium collection) and ending the insurance contract, invoicing, providing information and managing master data and changes of contract data;
- recording claims information, investigating claims, checking entitlement, processing claims and carry out satisfaction surveys.

The legal basis for processing data for these purposes is Article 6(1)(b) GDPR (performance of a contract and steps prior to entering into a contract).

2. Data Processing of Health Data

For certain insurance contracts, we have to obtain information about your state of health. Your health data is processed for the purposes of:

- assessing whether and on what terms an insurance contract is concluded or amended;
- assessing and fulfilling claims under an insurance contract.

The legal basis for processing data for these purposes is Article 6(1)(b) GDPR in conjunction with: Article 9(2)(g) and (h); Article 4 GDPR; and Articles 11a ff. of the Austrian Insurance Contract Act (VersVG).

Your health data is only transmitted for the above purposes without your express consent in accordance with Article 6(1)(b) GDPR in conjunction with: Article 9(2)(g) and (h); Article 4 GDPR; and Articles 11c ff. of the Austrian Insurance Contract Act (VersVG) to the recipients specified in Article 11c VersVG, i.e. health care providers, social insurance institutions, reinsurers or co-insurers, other insurers involved in the settlement of claims arising from the insured event, experts brought in by the insurer, legal representatives or representatives authorised by you, courts, public prosecutors' offices, administrative authorities, arbitration boards or

other dispute resolution institutions and their bodies (e.g. patient advocate) including the experts appointed by them.

If the processing of health data is necessary for the establishment, exercise or defence of legal claims, we process such data on the basis of Article 6(1)(f) in conjunction with Article 9(2)(f) GDPR.

If we process your health data for purposes other than those listed here, we will only do so with your express consent in accordance with Article 6(1)(a) in conjunction with Article 9(2)(a) and (4) GDPR in conjunction with Article 11a VersVG.

3. Data Processing of Criminal Data

In some cases (for example, in the case of liability cover), we also process data relating to acts or omissions that are punishable by a court or administrative authority, as well as relating to the suspected commission of criminal offences, as well as criminal convictions or preventive measures.

Such data under criminal law is processed exclusively on the legal basis of the provisions of Article 6(1)(c) or (f) in conjunction with Article 10 GDPR in conjunction with Article 4(3) of the Austrian Data Protection Act (DSG).

4. Data processing that is necessary for compliance with legal obligations and for the performance of a task carried out in the public interest

We primarily process personal master data, contract data, contract billing data, criminal data and payment data for the purposes of:

- fulfilling the legal obligations that apply to us and thereby complying with those requirements in the course of business. This includes conformity with national statutory and other requirements, the requirements of supervisory and insurance law, obligations regarding the provision of information, tax and company law requirements, such as the Austrian Insurance Supervision Act (VAG), the Austrian Insurance Contract Act (VersVG), the Austrian Data Protection Act (DSG), the Austrian Commercial Code (UGB), the Austrian Stock Corporation Act (AktG), the Austrian Federal Fiscal Code (BAO), the Austrian Income Tax Act (EStG), the Austrian Consumer Protection Act (KSchG), sanction law requirements based on binding legal acts and EU legal requirements (e.g. Solvency II, GDPR), as well as recording/reporting obligations, internal audit measures, conformity with inspections by authorities, and management of internal complaints/claims;
- deletion/erasure (including anonymisation).

The legal basis for processing your data for these purposes is on Article 6(1)(c) in conjunction with Article 9(2)(f) and (g) GDPR (compliance with legal obligations). If the processing is carried out for the purpose of preventing terrorist financing, it is also carried out on the basis of Article 6(1)(e) GDPR (necessary for the performance of a task carried out in the public interest).

You have the right to object to such processing, which is carried out for the performance of a task in the public interest, at any time. You can send your objection to datenschutz@europaeische.at.

5. Data processing to safeguard legitimate interests including the establishment, exercise or defence of legal claims

We also process your data if necessary in accordance with Article 6(1)(f) GDPR in order to safeguard our legitimate interests or the legitimate interests of third parties.

If Article 9 GDPR (health data) applies, the processing is carried out on the basis of Article 9(2)(f) GDPR (establishment, exercise or defence of legal claims).

Depending on the purpose of the processing, the following categories of data are processed: personal master data, communication master data, contract data, customer history, contract billing and payment data, statements, health data, criminal conviction and criminal data.

The following is a list of the purposes for which processing is carried out on the basis of legitimate interest:

- Establishment, exercise or defence of legal claims: your data is processed to protect our interests or the interests of third parties in connection with legal disputes
- Fulfilment of supervisory requirements pursuant to Article 107 ff. of the Austrian Insurance Supervision Act (VAG) (in particular compliance and internal audit function): your data is processed to ensure the legally required governance system for insurance companies.
- Creation of analyses: your data is processed to optimise the quality of our advice, support and service.
- IT system, load and migration tests: your data is processed to ensure IT security and IT operations as well as to ensure the systems are functional and their performance
- Renegotiation of individual treatment costs with healthcare providers: your data is processed to reduce the cost of invoice amounts claimed by healthcare providers for services provided to you
- Promotional campaigns: your data is processed to send general and targeted information about products, services (e.g. apps), competitions and events.

You have the right to object to such processing at any time.

You can send your objection to datenschutz@europaeische.at.

6. Data Processing following Consent

If none of the legal bases listed above apply, we process your data (including sensitive data, if applicable) on the basis of your (express) voluntary and revocable consent pursuant to Article 6(1)(a) GDPR (as well as Article 9(2)(a) GDPR). For the specific purpose of processing, please see the applicable declaration of consent.

III. INFORMATION PURSUANT TO ARTICLE 14 GDPR

We may also collect data from you without your involvement if this is necessary in connection with the establishment, conduct or termination of insurance contracts and in particular also for the verification and processing of claims. This applies, for example, if the policyholder provides your data as insured person, injured party or liable party to prove that a reason for insurance applies.

The data is provided in particular in the event of a claim by the policyholder, his/her authorised or legal representatives, hospitals and health care providers.

Below is an overview of the data processing we carry out, sorted according to legal basis for data we have not collected directly from you.

1. Data processing for performance of a contract and for steps prior to entering into a contract

The legal basis for processing data under Section II (1) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(b) GDPR (performance of a contract and steps prior to entering into a contract). This is the case in particular when we receive your data from a third party (e.g. an authorised representative) for a contract to which you are a party.

2. Data Processing of Health Data

Your health data is processed for the purposes listed under Section II (2) under Article 14 GDPR on the basis of Article 9(2)(g) and (h) in conjunction with (4) GDPR in conjunction with Article 11a ff. of the Austrian Insurance Contract Act (VersVG) as well as Article 9(2)(f) GDPR.

3. Data Processing of Criminal Data

The criminal data listed under Section II (3) is processed under Article 14 GDPR exclusively in accordance with or on the legal basis of the provisions of Article 4(3) of the Austrian Data Protection Act (DSG) in conjunction with Article 10 GDPR.

4. Data processing that is necessary for compliance with legal obligations and for the performance of a task carried out in the public interest

The legal basis for processing data under Section II (4) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(c) GDPR (compliance with legal obligations).

You have the right to object to such processing, which is carried out for the performance of a task in the public interest, at any time. You can send your objection to datenschutz@europaeische.at.

5. Data processing to safeguard legitimate interests including the establishment, exercise or defence of legal claims

The legal basis for processing data under Section II (5) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(f) GDPR (safeguarding the legitimate interests of the controller or a third party, e.g. information about a third person which serves as proof of the existence of a reason for insurance is sent to us). For the processing of health data, our legal basis is set out in Section III (2) (in particular, establishment, exercise or defence of legal claims).

In addition to the list under Section II (5), we process your personal master data, health data and/or communication master data, if necessary to process a claim against one of our customers. Our legitimate interest in such processing is to be able to establish and assess the facts of the specific insured event of our customer in order to be able to fulfil our obligation to provide benefits under the applicable insurance contract.

You have the right to object to such processing at any time.

You can send your objection to datenschutz@europaeische.at.

6. Failure to provide information pursuant to Article 14 GDPR

If it proves impossible to provide information pursuant to Article 14 GDPR or it would only be possible with disproportionate effort because, for example, sufficient contact data is unavailable, then no information is provided (e.g. to insured and co-insured persons, beneficiaries and injured parties).

Furthermore, no information is provided to data subjects if they are legally represented and the data subject's representative has received the information. This is also the case if the data by its nature must be kept secret, in particular because of the overriding legitimate interest of a third party. The confidentiality obligation pursuant to Article 321 of the Austrian Insurance Supervision Act (VAG) must be taken into account here.

Information is not provided if it must not be provided, pursuant to Article 14(5) GDPR (e.g. no information to the data subject about a money laundering suspicious activity report).

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