

**PLEASE NOTE:** This document contains only the most important information relating to your insurance contract. The insurance policy, the Fact Sheet as well as the EUROPÄISCHE travel insurance conditions ERV-JGRVB 2014 provide for the complete pre-contractual and contractual information.

### What is this type of insurance?

Annual Business Travel+Cover is a travel insurance for the first 42 days of each business trip during the agreed insurance year.



#### What is insured?

##### Travel luggage insurance

- ✓ Cover is provided for any damage to or loss of private or business luggage.
- ✓ We refund the new value in the amount of up to € 3,500.
- ✓ If your luggage is delayed at the destination, we refund any urgent replacement expenses in the amount of up to € 750.

##### Search and rescue

- ✓ In the event of an accident, distress at sea or in mountains, we refund the search and rescue costs up to € 80,000.

##### Travel medical insurance

- ✓ The insurance covers any acute illness or accident during a business trip abroad.
- ✓ We refund the costs for outpatient and inpatient treatment abroad up to € 1,000,000.
- ✓ We will organise your return transport and cover all costs in this connection to the extent this is medically reasonable and justifiable.

The insured sums shown apply for each business trip.

A business trip is deemed to be

- temporary professional absence of the insured employee upon the instruction of the company
- temporary professional absence of the independent contractor, managing director or management board member

from his place of residence or place where his normal workplace is situated.

Leisure activities undertaken during the business trip are included in the cover. Work-free days which are appended directly before or during or after the business trip at the same place are deemed to be a co-insured part of the business trip, provided the costs in respect of the extended stay and the premature/delayed arrival/departure are entirely paid by the company.

Depending on the chosen tariff can be insured:

- Single: applies for certain employees of a company (max. 7 persons per policy)
- Flat rate: applies for all employees of a company (max. 60 employees; max. 750 travel days per year)

Independent contractors, management board members, managing directors and all employees who are in a non terminated employment relationship with the company during the insurance period are deemed to be employees.



#### What is not insured?

##### General

- ✗ deliberate or gross negligent acts by the insured person
- ✗ journeys which have been undertaken in spite of travel warnings
- ✗ strike or official orders
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments
- ✗ field work activity

##### Travel luggage insurance

- ✗ events which are caused by own-fault
- ✗ any damage occurring during the use of the luggage
- ✗ items which the insured person is transporting or safeguarding on a commercial basis
- ✗ trade goods

##### Travel medical insurance

- ✗ the foreseeable deterioration or the planned treatment of an existing illness
- ✗ treatments that are the exclusive or partial reason for the trip
- ✗ exercise of the following activities: police, surveillance and security services; mining; artistry; stuntman; handling explosive substances; handling electrical energy
- ✗ expeditions, extreme sports, professional sports, motor sports as well as the participation in national and international sports competitions



#### Are there any restrictions on cover?

##### Travel luggage insurance

- ! for jewellery, watches, furs, technical devices
- ! for items left on top or inside of unattended vehicles
- ! If the current value of an insured item on the date of damage is less than 40 % of the repurchase price, the market value is reimbursed as a maximum.

##### Travel medical insurance

- ! if the social health insurance fails to pay benefits: 20% excess applies to treatments costs as well as costs of transport to the hospital and transfer costs
- ! maximum cover of up to € 200,000 if an existing illness is unexpectedly becoming medically acute
- ! in the case of unexpected commencement of war, civil war, war-like conditions or internal unrest, cover applies until immediate departure, however, no longer than 14 days
- ! Diving only with valid authorisation and to a depth of not more than 40m, mountaineering up to 6,000m sea level
- ! use of air vehicles only as passenger on a power-driven aircraft, which are authorised to carry out passenger transportation services



### Where am I covered?

- ✓ You are covered **worldwide**.  
Medical benefits cover only applies abroad.  
The country in which you have your place of residence or social insurance is regarded as your home country.



### What are my obligations?

- The insurer must be immediately notified of any insured event and losses must be kept at a minimum.
- You are obliged to contribute to the determination of the facts. In particular, you must provide information as well as the original documents.
- If an event is covered by travel medical insurance, you must contact the insurer's 24-hour emergency number immediately prior to any treatment on an inpatient basis or any transport home.



### When and how do I pay?

The annual premium must be paid timely in advance and in accordance with the agreed method of payment.



### When does the cover start and end?

Cover starts with the agreed date as stated in the insurance contract, applies for one year and renews for a further year, if the insurance contract is not terminated one month before expiry of the insurance year at the latest. Insurance cover is subject to your complete payment of the premium within the specified deadline.

The insurance cover for each business trip starts with the leaving of the town of residence or of second residence or of the place of regular work, and ends with the return to such place, the prior expiry of the insurance or at the end of the 42<sup>nd</sup> day of travel.



### How do I cancel the contract?

The insurance contract can be terminated by either contracting party upon expiry of each insurance year, subject to the observance of a notice period of one month.

Furthermore, the contract can be prematurely terminated for other reasons, e.g. in the event of a claim.

This insurance product information document is based on the Commission Implementing Regulation (EU) 2017/1469 of 11 August 2017 implementing Directive (EU) 2016/97 of the European parliament and Council of 20 January 2016 on insurance distribution.

Europäische Reiseversicherung AG, Registered office in Vienna, Kratochwjlestraße 4, A-1220 Vienna.

Phone: +43/1/317 25 00, E-Mail: [info@europaeische.at](mailto:info@europaeische.at), [www.europaeische.at](http://www.europaeische.at)

Commercial reg. HG Wien FN 55418y, UID-Nr. ATU 15362408

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

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.

## Benefits

<b>Trip interruption</b>	
1. Additional return journey costs	up to 100 %
<b>Trip delay</b>	
2. Missed transport means and transfer cover: Additional costs for accommodation and meals	up to € 1,000 <b>incl. subsequent travel costs</b>
3. Delayed arrival at home station/airport: Additional costs for taxi journey or accommodation and meals	up to € 350
<b>Luggage</b>	
<b>Including cover for business luggage</b>	
4. Reimbursement in the event of damage to or loss of luggage (e.g. during transport or in the event of theft)	up to € 3,500 <b>New value cover</b>
5. Replacement purchases in the event of delayed luggage at destination or reimbursement of hire charges: for luggage delayed for up to 72 hours for luggage delayed for over 72 hours	up to € 350 up to € 750
6. Assistance and reimbursement of costs for procuring new documents	up to € 350
7. Assistance and cash advance in the event of theft of payment means	up to € 750
<b>Search and rescue</b>	
8. Search and rescue costs in the event of accident and distress at sea or in mountains	up to € 80,000
<b>Medical services abroad and transport home</b>	
<b>Including cover for the exercise of a professional manual activity</b>	
9. Transport to hospital/transfer transport	up to 100 %
10. Outpatient treatment	up to 100 %
11. Inpatient treatment	up to € 1,000,000
12. Transport home if medically necessary (incl. ambulance jet)	up to 100 %
13. Transport home after 3 days hospital stay, even if not medically necessary (excl. ambulance jet)	up to 100 %
14. Subsequent travel in case of trip interruption	up to 100 %
15. Delayed return journey including additional overnight stays	Travel costs up to 100 % Accommodation up to € 1,500
16. Visit to sick person spending 5 days or more in hospital	
17. Transport of medicines	up to 100 %
18. Funeral transport costs in the event of death or burial on site	up to 100 %
Maximum payment in respect of 9. to 18. in the event of an existing illness unexpectedly becoming acute	up to € 200,000
<b>Assistance in the event of arrest or threatened arrest abroad</b>	
19. Assistance in procuring a lawyer/interpreter	yes
20. Advance for lawyer	up to € 3,000
21. Advance for bail in criminal proceedings	up to € 13,000
<b>24 hour emergency service and immediate assistance worldwide</b>	yes

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-JGRVB 2014.

The insured sums shown represent the maximum payment of the insurer in respect of all insured events before and during a business trip for each insured person. All insurance benefits are subsidiary. With respect to benefits 9 to 11, if no reimbursement of costs is made by the policy-holder's social insurance, an excess of 20 % applies.

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## Where and when does the insurance cover apply?

The insurance cover applies worldwide.

The insurance covers max. the first 42 days of each business trip.

A business trip is deemed to be:

- temporary professional absence of the insured employee upon the instruction of the policyholder;
- temporary professional absence of the independent contractor, managing director or management board member from his place of residence or place where his normal workplace is situated.

Leisure activities undertaken during the business trip are included in the cover. Work-free days which are appended directly before or during or after the business trip at the same place are deemed to be a co-insured part of the business trip, provided the costs in respect of the extended stay and the premature/delayed arrival/departure are entirely paid by the policyholder.

Work journeys by vehicle or on foot at the place of residence, the place where the normal workplace is situated, and between these places or in the context of field service activity are not deemed to be business trips.

The insurance cover begins with the leaving of the town of residence or of the place where the normal workplace is situated, and ends with the return to such place, the prior expiry of the insurance or when the maximum insured duration of travel has been attained.

## How long does the insurance cover apply?

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.

## Which insurance conditions apply?

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-JGRVB 2014, which can be found on the following pages. Details on the subsequent travel costs and new value cover can be found in the Special section of ERV-JGRVB 2014 at the end of the conditions.

## Annual Premiums

<b>Single*</b> per employee	€ 125
<b>Flat rate**</b> for companies with max. 10 employees / max. 125 travel days	€ 400
max. 20 employees / max. 250 travel days	€ 760
max. 40 employees / max. 500 travel days	€ 1,460
max. 60 employees / max. 750 travel days	€ 2,100

### \* Single:

applies for certain employees of a company  
(names required; max. 7 persons per policy)

### \*\* Flat rate:

applies for all employees of a company (no names required)  
Please note the maximum permitted number of employees  
and travel days.

Independent contractors, management board members,  
managing directors and all employees who are in a non  
terminated employment relationship with the company  
during the insurance period are deemed to be employees.

It is a **precondition** for cover that the company (a natural  
person or a legal entity) has the registered office in Austria.

## Emergency number 24 hours a day

**Phone +43/1/50 444 00**

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## Restrictions on cover provided

### Trip interruption

No cover is provided, for example, if the reason for trip interruption already existed or was foreseeable.

### Medical services abroad and transport home

No cover is provided, for example, for treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned.

An existing illness or consequence of an accident is covered if it unexpectedly becomes medically acute and is not excluded from cover for the above mentioned reasons. In this case the costs generally are reimbursed up to the agreed insured sum for existing illnesses.

Further exclusions and duties can be found in the travel conditions ERV-JGRVB 2014.

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

In an **emergency**, please telephone our **24 hour emergency number** immediately:

**+43/1/50 444 00**

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

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

If you have any **queries** please call our Service Center:

Phone +43/1/317 25 00-73930

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

**Trip interruption:** In the event of sickness/accident please have a detailed medical certificate/accident report made out at the place where you have been staying.

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

**Trip delay:** Obtain confirmation of the cause of the missed departure/flight or the delay. Retain the invoices for the costs incurred (e.g. accommodation).

### Luggage:

**Damage 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.

In the event of damage occurring during the flight, please keep your flight tickets including Bag Tag.  
**Delayed luggage at destination:** 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.

**Theft of documents:** It is essential that you obtain confirmation of the theft on site from the local police.

If you require assistance in the organisation of replacement documents, please call immediately using the emergency number.

**Theft of payment means:** If you need an advance payment, please call immediately using the emergency number.

**Search and rescue:** Please call immediately using the emergency 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. After the processing of any claims has been completed there, send the documents on to Europäische.

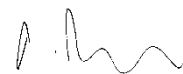
**Medical emergency or inpatient treatment:** Please call immediately using the emergency number. We will be happy to advise you and organise your transport home in an emergency.

**Assistance in the event of arrest or threatened arrest abroad:** Please call immediately using the emergency number.

Europäische Reiseversicherung AG  
Kratowjlestraße 4, A-1220 Vienna



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-JGRVB 2014 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-JGRVB 2014“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## EUROPÄISCHE travel insurance conditions ERV-JGRVB 2014 Extract for Annual Business Travel+Cover

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

The advantages of the "Plus" insurance package are set out in the Special section for the "Plus" insurance package Annual Business Travel+Cover at the end of the insurance conditions.

### General section

#### Article 1

##### Who is the policyholder? Who is insured?

1. Policyholder  
The policyholder is the company (a natural person or a legal entity) that concludes the insurance contract and is named in the policy.
2. Insured persons  
The insured persons are the persons named in the policy (if their names are stated) and otherwise all employees who are in a non terminated employment relationship with the policyholder during the insurance period. Independent contractors, management board members and managing directors of the policyholder are also deemed to be employees.
3. It is a precondition for cover that the company has the registered office in Austria.

#### Article 2

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

1. The insurance cover applies worldwide.
2. Exceptions: Art. 27 and 33 shall apply only abroad, Art. 28 only in the home country.  
The country in which the insured person has his/her place of residence or social insurance is regarded as that person's home country. "Abroad" is deemed to be the agreed local area of application excluding the home country.

#### Article 3

##### When does the insurance cover apply? When is the contract renewed or changed?

1. Unless otherwise agreed in writing, the insurance period is regarded as one year.
2. The insurance period begins with the date of the start of cover as 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 respect of the first 42 days of each business trip during the agreed insurance period.  
A business trip is deemed to be:
  - 3.1. temporary professional absence of the insured employee from his place of residence or place where his normal workplace is situated, upon the instruction of the policyholder;
  - 3.2. temporary professional absence of the independent contractor, managing director or management board member from his place of residence or place where his normal workplace is situated.

Leisure activities undertaken during the business trip are included in the cover. Work-free days which are appended directly before or during or after the business trip at the same place are deemed to be a co-insured part of the business trip, provided the costs in respect of the extended stay and the premature/delayed arrival/departure are entirely paid by the policyholder.

Work journeys by vehicle or on foot at the place of residence, the place where the normal workplace is situated, and between these places or in the context of field service activity are not deemed to be business trips.

4. The insurance cover begins with the leaving of the town of residence or of the place where the normal workplace is situated, and ends with the return to such place, the prior expiry of the insurance or when the maximum insured duration of travel has been attained.
5. The insurance contract is concluded upon acceptance of the properly completed application form or the properly performed online application, by handover of the policy.
6. The insurer provides provisional cover as of 00.00 on the day following the day on which the application is received at the premises of the insurer (at the earliest, as of the date stated in the application).  
The provisional cover ends
  - 6.1. upon handover of the policy,
  - 6.2. if the application is accepted without modification and the policyholder is culpably in delay with the payment of the first premium, or
  - 6.3. if the application is not accepted by the insurer within 14 days.
7. If the insurance agreement is not concluded, the insurer is entitled to the proportional premium falling to the period of provisional cover.
7. The insurance agreement can be terminated by either contracting party in writing upon expiry of each insurance period, subject to the observance of a notice period of one month. If the right of termination is not used, the insurance agreement is renewed for a further year.
8. Any changes to the contractually agreed premiums (see Pt. 8.1.) or benefits (see Pt. 8.2.) are offered exclusively once these come into effect in the context of the renewal of the contract. In this case the policyholder is sent a detailed amendment offer at least two months before the renewal of the contract. The policyholder can terminate the insurance contract at any time up to the date of renewal. If no written notice of termination has been received by the insurer by the date of renewal, the policyholder is deemed to have agreed to the changes.  
In the amendment offer, the insurer will expressly draw the attention of the policyholder to the changes and to the legal consequences as stated above.

- 8.1. Change in premiums: In the context of the amendment offer, as a maximum, an adjustment (upwards or downwards) of the premium may be agreed with the policyholder corresponding to the development of the 2010 consumer price index as published by the Austrian Federal Statistics Office (Statistik Austria), or if this index no longer applies any index that replaces it.
- For the calculation of the extent of the change, the final index value for the month four months prior to the renewal of the contract is compared with the corresponding index value for the previous year, or in the case of the first adjustment with the final index value for the month four months prior to the start of the contract, and the percentage change determined. The premium is adjusted in accordance with this percentage change upon the renewal of the contract, as an increase or reduction in the premium, the amount being commercially rounded to a whole number of cents in each case.
- If the premium is not increased for any reason in the context of an increase in the index, the right to such an increase with effect for the future is not forfeited thereby.
- If the development of the consumer price index gives rise to a reduction in the premium, this adjustment is offered upon renewal of the contract in each case.
- 8.2. Change in benefits: The insurer may, by the means envisaged in Pt. 8, only agree with the policyholder upon a change in benefits if this is objectively justified in consideration of all circumstances.

#### Article 4

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

Insurance must be taken out before the start of the journey.

#### Article 5

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

- The first premium or one-off premium including insurance tax is to be paid by the policyholder within 14 days following the conclusion of the insurance contract (receipt of the policy or of a separate declaration of acceptance) and following request for payment of the premium (affirmation of the policy).
- The subsequent premium including insurance tax is to be paid upon renewal of the insurance contract.
- If part payments have been agreed, the respective agreed due dates for payment apply.
- In the event of default, §§ 38 to 39a of the Austrian Insurance Contracts Act [VersVG] apply.

#### Article 6

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

- No cover is provided in respect of events which
  - are caused deliberately or with gross negligence by the insured person. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
  - occur in the context of participation in navy, military or air force services or operations;
  - are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - are connected with war, civil war, war-like conditions or internal unrest or which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured person is unexpectedly overtaken by any of these events during the insured trip, cover applies until immediate departure, and as a maximum until the 14th day after the start of the event in question. In any event no cover applies in respect of active participation in war, civil war, war-like conditions and internal unrest;
  - occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - occur in the context of the committing or attempted committing by the insured person of actions which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
  - 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;
  - in connection with the exercise of the following activities: police, surveillance and security services; mining; artistry (acrobatics, animal training etc.); stuntman; handling explosive substances; handling electrical energy;
  - are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medicaments;
  - result from the use of paragliders and hang-gliders;
  - arise in the context of participation as driver, co-driver or passenger of a motor vehicle in the context of driving events, including the training and qualifying trips associated therewith, in the context of which the main focus is on travelling a prescribed distance in the fastest possible time, or dealing with obstacles or difficult terrain, or in the context of motorised journeys on racing tracks;
  - arise in the context of undertaking professional sports including training;
  - occur in the course of participation in provincial, federal or international sports competitions and in official training for such events;
  - 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;
  - occur in the context of the exercise of an extreme sport.
- No cover applies insofar as and for as long as such cover is opposed by economic, commercial or financial sanctions or embargos of the European Union or the Republic of Austria which are directly applicable to the contracting parties. This applies also in respect of economic, commercial or financial sanctions or embargos which are imposed by other countries, insofar as this is not opposed by European or Austrian legal requirements.
- Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15, 24 and 29.

#### Article 7

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

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

#### Article 8

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

- The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
The insured person must
  - 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;
  - immediately inform the insurer about the event insured against;
  - provide the insurer with full information about the damaging event and the amount of the loss;
  - as far as possible contribute to the determination of the facts, truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
  - 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;
  - 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;
  - 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;
  - 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;
- The policyholder must
  - for tariffs where the insured persons are not named, immediately inform the insurer in writing if the maximum permissible number of employees or travel days for the selected is exceeded.  
The insurer has the right to verify the information provided by the policyholder.  
To this end, the policyholder must permit inspection of all relevant documents.
- In addition to these general obligations, special obligations are set out in Articles 16 and 31.

#### Article 9

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

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

#### Article 10

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

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

#### Article 11

##### When is the compensation due?

##### What rights apply following the event of damage?

- The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer. However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month.  
If the duty of payment has only been established in terms of its basis, the entitled party can demand advance payments up to the minimum amount payable by the insurer on the basis of the nature of the case.
- Following the occurrence of the event of damage, both the insurer and the policyholder can terminate the insurance contract.
  - Termination is permissible at any time, but only up to the end of one month from the conclusion of the negotiations concerning the compensation. The insurer must observe a notice period of one month. The policyholder may not give notice of termination in respect of a date later than the end of the current insurance period
  - If the policyholder has asserted a compensation claim fraudulently, the insurer is entitled to terminate the insurance contract with immediate effect, following rejection of the compensation claim.

#### Article 12

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

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

#### Article 13

##### What law is applicable?

Austrian law applies insofar as is legally permissible.

## Special section

### A: Trip interruption

#### Article 14

##### What is insured?

- The subject matter of the insurance is a booked trip. The following provisions related to the journey shall also apply mutatis mutandis to rented property.
- An insured event shall be if the insured person has to break off the trip for one of the following reasons
  - unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);
  - loosening of implanted joints in the insured person;

- 2.3. serious complications of pregnancy or premature birth by the insured person up to and including the 35<sup>th</sup> week of pregnancy;
  - 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, 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.
3. The insured event shall apply to the insured person concerned and additionally per event for a maximum of six further co-travelling persons with equivalent insurance. Any person who is similarly insured for such events with Europäische Reiseversicherung AG Wien is deemed to have equivalent insurance.
4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children, adopted children), the parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), the siblings, stepsiblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### Article 15

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

No cover is provided if

1. the reason for the trip interruption already existed or was foreseeable at the start of the journey;
2. the reason for curtailment is connected with an existing illness or consequence of an accident which has been treated
  - 2.1. on an outpatient basis in the last six months or
  - 2.2. on an inpatient basis in the last nine months
 before the trip is started (excluding check up examinations).

#### Article 16

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

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

The insured person must

1. report the event insured against to the insurer immediately, stating the reason for interruption;
2. in the event of sickness or accident, have a corresponding confirmation made out immediately by the local doctor providing treatments;
3. immediately send the following documents to the insurer:
  - proof of insurance;
  - claim form completed in full;
  - booking confirmation;
  - documentation concerning the additional return journey costs (e.g. change of flight);
  - documents concerning the event insured against (e.g. mother/child pass, 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) and confirmation of medicines prescribed;
4. 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 the additional travel costs incurred by the premature return. This includes the costs incurred through the unusability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked.

No reimbursement is paid for gun fees and hunting licences in the context of hunting trips.

## B: Trip delay

#### Article 18

##### What costs are reimbursed if a means of transport is missed?

1. Insured event
 

An insured event shall be if the journey to the railway station/airport/port can be shown to have been delayed for one of the following reasons and as a result the booked regular departure/the booked regular flight is missed through no fault of the insured person:

  - 1.1. accident or traffic accident to the insured person on the direct route to the station/airport/port;
  - 1.2. technical defect in the private vehicle used on the direct route to the station/airport/port;
  - 1.3. delay of a public means of transport (including flight delay) of at least two hours (based on the delayed arrival at the destination);

The facts are to be confirmed by the airline or the respective transport carrier.
2. No cover is provided in the event of natural disasters, flight bans, airport closures, road blocks, tailbacks, flight delays where the full journey ticket has been booked and the minimum transfer times have not been observed
3. Compensation
 

Refund shall be made of the necessary and proven additional costs for necessary overnight stay and board up to the agreed insured sum.

#### Article 19

##### What costs are reimbursed in the event of delayed arrival at the home railway station/airport?

1. Insured event
 

An insured event shall be if the booked arrival at the home railway station/airport is shown to have been delayed, and as a result the return journey from the railway station/airport to the place of residence according to the original plan is impossible or unreasonable without an overnight stay.
2. Compensation
 

Refund shall be made of the necessary taxi costs or, instead, the necessary and proven additional costs for the necessary overnight stay and board up to the agreed insured sum.

## C: Luggage

#### Article 20

##### What is insured?

The insured event is damage to or loss of the insured items

- as a result of proven foul play (e.g. theft);
- as a result of natural hazards or fire;
- as a result of a traffic accident (except if the insured person is at fault);
- while in the safekeeping of a transport company, a guarded cloakroom or luggage storage facility.

#### Article 21

##### What items are insured and what are the requirements for insurance cover?

1. All objects (but see Sec. 2. and Sec. 3.) usually taken or acquired for personal private or professional use on journeys shall be insured.
2. The following objects are only insured subject to the following conditions
  - 2.1. jewellery, watches, furs, technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments and sports equipment (bicycles, surfboards, skis etc.), if they
    - are transported securely in personal custody and supervised such that they cannot be removed by third parties without overcoming an obstacle;
    - are handed over to an accommodation business, a guarded cloakroom or luggage storage facility;
    - are kept in a closed and locked room and all existing security facilities (safes, cupboards etc.) are used;
    - are carried or used in accordance with their purpose (sports equipment: see Art. 24, Sec. 3.).
  - 2.2. In the custody of a transport enterprise:
 

Technical devices of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments and sports equipment (bicycles, surfboards, skis, etc.), if they are delivered to a transport enterprise in a locked container. Insurance shall not extend to jewellery, watches and furs.
3. Insurance shall not extend to
  - 3.1. money, cheques, debit and credit cards, securities, tickets, deeds and documents of all kinds, animals, antiques, objects of primarily artistic or collector's value and removals goods;
  - 3.2. motorised land, air and water vehicles, sailing boats, hang-gliders, paragliders, kites, ice yachts, sailing boats and accessories, spare parts and special equipment for such;
  - 3.3. trade goods and damage to items which the insured person is transporting or safeguarding on a commercial basis;
  - 3.4. weapons including accessories.

#### Article 22

##### What insurance cover is provided in or on unattended parked motor vehicles (vehicle trailers)?

1. A motor vehicle (vehicle trailer) shall be deemed to be parked unattended if neither the insured person nor a reliable person appointed by him and known to him by name is permanently present at the motor vehicle (vehicle trailer) to be secured. Surveillance at a place open to general use shall not be regarded as attendance.
2. Insurance cover is provided in respect of items if it is not possible or reasonable for them to be kept in the accommodation or luggage, and if the motor vehicle (vehicle trailer) has demonstrably not been parked for longer than twelve hours, and
  - 2.1. they are located in a locked internal space or boot permanently circumscribed by metal, hard plastic 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. the items are kept in a metal or hard plastic container or in a roof box. They must be locked, fixed to the motor vehicle and not removable by unauthorised persons without the use of force (steel rope lock alone is not sufficient).
3. On a two wheeled motor vehicle, the travel luggage transported shall be kept in a closed and locked metal or hard plastic container 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, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments, sports equipment (bicycles, surfboards, etc.), jewellery, watches and furs in unattended parked motor vehicles (vehicle trailers).

#### Article 23

##### What insurance cover is provided in the context of camping and caravanning?

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.
2. Insurance cover shall apply to technical equipment of all kinds including accessories (e.g. photographic, cinematographic or video equipment, laptops, optical equipment, entertainment electronics, mobile telephones, navigation devices), musical instruments, sports equipment (bicycles, surfboards, etc.), jewellery, watches and furs, if they are handed over to the camping site management for safe keeping or are located in a motor vehicle (vehicle trailer) or caravan, and the condition in Art. 22, Sec. 2.1. is satisfied.

#### Article 24

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

No cover is provided in respect of events which

1. result from the natural or faulty condition, wear and tear, faulty packaging or faulty closure of the insured objects;
2. are caused by own-fault, forgetting, leaving behind, losing, misplacing, dropping, leaving, defective storage or defective attendance;
3. occur to the insured items (sports equipment, musical instruments, etc.) when in use;
4. constitute a consequence of insured events (e.g. costs of changing locks if a key is stolen, blocking charges for debit, credit and SIM cards).

#### Article 25

##### How much is the 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 damaged, destroyed or lost films, sound and data carriers and the like.



2. The current value is deemed to be the repurchase price of the insured items on the date of the damage less a reduction in value for age and wear and tear. If repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.
3. The insurer shall waive the defence of under-insurance.

#### Article 26

##### What additional insurance cover is provided?

1. Replacement purchases in the event of delayed luggage at destination  
The necessary outlays for essential replacement items for personal use are reimbursed in the event of delayed arrival of luggage at the destination, up to the agreed insured sum (does not apply at the place of residence).
2. Assistance and reimbursement of costs for procuring new documents  
If, as the result of an event insured against (pursuant to Art. 20), documents which are needed during the trip (e.g. passport, personal ID, visa, driver's licence, permit) are lost during the trip, the insurer will assist in the procurement of replacements, and will pay the official charges to be paid, up to the agreed insured sum. In respect of travel tickets made out in the name of the insured person, the insurer will pay the costs of having a replacement ticket made out.
3. Assistance and cash advance in the event of theft of payment means
  - 3.1. Insured event  
An insured event shall be if the insured person is in a financial emergency during a journey because his payment means are lost as the result of an event insured against (pursuant to Art. 20).
  - 3.2. Insurance benefit  
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's bank and shall bear the costs of the transfer of the money.  
If contact cannot be made with the insured person's bank within 24 hours, the insurer shall make an advance up to the agreed insured amount 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.
  - 3.3. The insured person's duties  
The insured person undertakes to repay 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: Medical services abroad

#### Article 27

##### What is covered abroad?

1. An insured event is an acute illness, the occurrence of physical injury caused by an accident or the occurrence of the death of the insured person during a journey abroad.
2. The insurer will reimburse, up to the agreed insured sum, the necessary proven costs in respect of
  - 2.1. transport to the nearest hospital and a transfer transport necessary for medical reasons organised by the insurer;
  - 2.2. outpatient medical treatment including medically prescribed medicines and dental treatments for the relief of pain (including simple fillings);
  - 2.3. inpatient treatment in a hospital including medically prescribed medicines. 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 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.  
If the return journey is not possible for reasons of lack of transport capacity, the insurer reimburses the costs of treatment up to the day on which there is transport capacity, but not for longer than 90 days from the occurrence of the insured event;
  - 2.4. the return transport of the insured person organised by the insurer, as soon as medically reasonable and justifiable, by way of a medically adequate means of transport (including ambulance jet), to the country of residence;
  - 2.5. home transport after three days' hospital stay at the request of the insured person even if not medically necessary, organised by the insurer, as soon as is medically reasonable, depending on the condition of the insured, by rail, coach, ambulance or plane, if necessary accompanied by a doctor (but not by ambulance jet) to the country of residence;
  - 2.6. a subsequent journey to rejoin the travel group for the insured person and one insured person travelling with the insured person, if they are temporarily not able to continue the booked tour because of illness or accident. The subsequent journey costs are reimbursed on the basis of the most favourably priced means of transport that can be used, up to the value of the travel benefits not yet used less the return journey costs, as a maximum;
  - 2.7. the delayed return journey (travel and accommodation costs) of the insured person and one insured person travelling with the insured person to the country of residence, if they have to extend the booked stay because of illness or accident of the insured person. The reimbursement of the additionally arising accommodation costs is based on the quality of the booked accommodation. The additional return journey costs arising as a result of the non usability or only partial usability of booked return flight tickets or other travel documents are reimbursed on the basis of the most favourably priced means of transport that can be used;
  - 2.8. a visit to the sick insured person, if the hospital stay abroad is of more than five days' duration. The insurer organises travel for a person closely connected to the insured person, but who is not a co-traveller, to the place of the hospital stay and from there back to the place of residence, and pays the costs on the basis of the most favourably priced means of transport that can be used, and the costs of appropriate accommodation;
  - 2.9. medically urgently necessary transport of medicines and serum from the nearest place of storage;
  - 2.10. the transfer of the deceased in standard manner to the country of residence or instead burial at the place of the event (not to exceed the costs of a transfer in the standard manner);
  - 2.11. in the event of transport to hospital, transfer transport, home transport and return journey, the necessary and proven transport costs of baggage taken by the insured person and the insured co-traveller with them on the trip.
3. Unexpected complications of pregnancy and unexpected premature birth are covered up to the 35th week of pregnancy inclusive, and the costs listed in Sec. 2 are reimbursed in respect of the newborn child within the insured sum as agreed for the insured mother.

4. The insurer shall, where necessary, provide the hospital abroad with a guarantee of assumption of costs up to the insured sum specified in the insurance document. If an advance payment is necessary in this connection – or in connection with the benefits according to Sec. 2.1. or 2.4. – and if the amounts spent by the insurer are not the responsibility of a health insurance fund or a third party, or are not to be paid by the insurer on the basis of this agreement, the insured person shall refund such to the insurer within one month after submission of invoice.
5. The doctors' and/or hospital invoices must contain the name, date of birth of the insured person and the type of illness and treatment. The invoices or vouchers must be issued in German, English, Italian, Spanish or French. If this is not the case, the costs of translation shall be charged.
6. The benefits shall be paid in Euro. The conversion of foreign currencies shall, if evidence of the purchase of such currencies is provided, apply the evidenced rate of exchange. If no evidence is provided, the exchange rate according to the Official Journal of the Austrian Fiscal Administration at the time of the insured event shall apply.
7. If the insured person holds a social or private health insurance for the benefits pursuant to Secs. 2.1. to 2.3., he shall first file his claims with such insurance. If he fails to do so, he does not hold such an insurance or if such an insurance fails to pay benefits, the insurer's benefits shall be reduced by 20 %.

#### Article 28

##### What is covered in the home country?

- In respect of events insured against that occur in the home country, the insurer will reimburse, up to the agreed sum insured (for abroad), the proven costs in respect of
1. for transfer transport in the home country to the hospital closest to the place of residence, provided that the hospital in which the insured person is treated is at least 50 km and at maximum 1.000 km from the insured person's place of residence and a hospital stay exceeding five days is to be expected, and the doctors providing treatment agree to a transfer;
  2. a visit to a sick person, if the hospital stay abroad lasts longer than five days and there is no transfer transport (see Sec. 1). The insurer shall organise the journey of a not co-travelling person close to the insured person to the place of the hospital stay and back to the place of residence, and shall assume the costs for the favourably priced means of transport to be considered. The costs of the stay shall be refunded up to the agreed insured sum;
  3. for the transfer of deceased persons in standard manner.

#### Article 29

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

No cover is provided in respect of

1. treatment that at the time of the start of the journey was known or ought to have been expected to possibly occur during the course of the journey as planned;
2. costs in connection with an existing illness or consequence of an accident if this has been treated on an outpatient basis in the last six months before the start of the trip or on an inpatient basis in the last nine months before the start of the trip (excluding check up examinations);
3. treatment that is the exclusive or partial reason for the start of the trip;
4. use of curative facilities tied to the place (spas);
5. preserving or prosthetic dental treatment;
6. provision of remedies (e.g. sight and hearing aids, dental braces, supports and prostheses of all kinds);
7. abortions and complications of pregnancy and childbirth arising after the 35th week of pregnancy;
8. vaccinations, medical expert reports and confirmations;
9. check-up examinations and follow-up treatment (e.g. therapy);
10. special benefits in the hospital such as single room, television, TV, rooming-in, etc.;
11. cosmetic treatments;
12. bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on his body, unless an insured event was the cause thereof. If an insured event was the cause thereof, Art. 6, Sec. 1.12. does not apply in the context of treatment;
13. accidents during the use of aircraft, except as a passenger in motor aircraft which are licensed for the "transport of persons" type of use. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft;
14. accidents when driving a land or water vehicle if the driver does not hold the driving licence necessary for the use thereof in the country of the accident. This applies even if the vehicle is not being driven on roads with public transport.

#### Article 30

##### What cover is provided in the context of existing illnesses and consequences of accidents?

An existing illness or consequence of an accident is covered if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Art. 29. In this case the costs as stated in Articles 27 and 28 are generally reimbursed for existing illnesses up to the agreed insured sum.

#### Article 31

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

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
In the event of inpatient treatment, extensive outpatient treatment, home transport, transfer of deceased or burial at the place of the event, contact is to be made immediately using the insurer's 24-hour emergency number. Any organisational measures in connection with these benefits must be made by the insurer; otherwise, no costs will be refunded.

## E: Travel accident

#### Article 32

##### Which search and rescue costs are refunded?

1. Insured event  
The insured person must be recovered because he has suffered an accident, is in distress in the mountains or at sea or there is a justified assumption of one of the situations.
2. Compensation  
The insurer shall refund up to the insured sum the proven costs of the search for the insured person and his transport to the nearest trafficable road or to the nearest hospital if medically necessary.

## F: Assistance in case of arrest or threatened arrest abroad

### Article 33

#### What assistance services are provided in the event of arrest or threatened arrest abroad?

1. Insured event  
An insured event shall be if the insured person is arrested or threatened with arrest abroad.
2. Insurance benefits  
The insurer assists in the provision of an attorney and/or interpreter. The insurer shall also provide, up to the agreed insured sum for that purpose, an advance payment for an attorney and/or bail payments, if applicable.
3. Duties of the insured person  
The insured person undertakes to repay the advance payment to the insurer within two weeks after return from the journey, at the latest however within two months after receipt of the payment.

## Special section for "Plus" insurance package Annual Business Travel+Cover ("Jahres-Geschäftsreise+Schutz")

The following additions apply in respect of the "Plus" insurance package "Annual Business Travel+Cover" ("Jahres-Geschäftsreise+Schutz"):

### General part

In respect of the "Annual Business Travel+Cover" "Plus" insurance package, the upper limit in Art. 6, Sec. 1.9. is raised to 6,000 metres and is therefore worded as follows: "No cover is provided in respect of events that occur in the context of participation in expeditions, or at altitudes of over 6,000 m above sea level".

### A: Trip interruption

In respect of the "Annual Business Travel+Cover" "Plus" insurance package the following additions also apply:

Art. 14, Sec. 2.:

An insured event shall be if the insured person has to break off the trip for one of the following reasons:

- 2.13. fracture or technical defect of prostheses of the insured person, if this necessarily results in incapacity to undertake the booked trip;
- 2.14. organ transplant of the insured person as donor or recipient;
- 2.15. unexpected serious illness, serious physical injury caused by an accident or death of
  - the person who has been entrusted, in place of the insured person and for the duration of the trip, with the care of family members who are of minority age or in need of care, and who are not co-travellers, if as a result the provision of such care is not possible,
  - 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;
- 2.16. abduction or disappearance of a family member of the insured person (police notification necessary);
- 2.17. criminal act involving threat or use of force against the insured person;
- 2.18. damage (not breakdown) or theft, during the trip, of the company or private vehicle, caused by a third party or due to an accident, if as a result the trip cannot be carried out as planned;
- 2.19. traffic accident involving the company or private vehicle on the direct way to the railway station/airport/port, if the booked regular departure for the insured trip is missed as a result;
- 2.20. necessary neighbourly assistance by the insured person in the event of a disaster (flood, landslide, accumulation of flood debris, avalanche, earthquake, snow pressure, hurricane, landslide);
- 2.21. necessary disaster aid by the insured person as a member of the fire service or rescue service;
- 2.22. unexpected incapacity of the insured person to perform sports, due to illness or accident, if as a result he cannot participate in booked sports activities which were the main reason for the trip.

Art. 15, Sec. 2. is not applicable.

### B: Trip delay

In respect of the "Annual Business Travel+Cover" "Plus" insurance package, Art. 18, Sec. 3 is amended to include subsequent travel costs and is therefore worded as follows:

3. Compensation  
The necessary and proven additional costs in respect of necessary accommodation, meals and subsequent travel are reimbursed up to the agreed insured sum.

### C: Luggage

In respect of the "Annual Business Travel+Cover" "Plus" insurance package, the following applies by way of deviation from Art. 25, Sec. 1:

In the insured event, the insurer shall refund up to the agreed insured sum in principle

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

The new value is deemed to be the repurchase price of the insured items on the date of the damage. If repurchase is not possible, the price of the procurement of items of the same type and quality is to be applied.

If the current value of an insured item on the date of the damage is less than 40 % of the repurchase price, the market value is reimbursed as a maximum.

## D: Medical services abroad

In respect of the "Plus" insurance package "Annual Business Travel+Cover", the exclusion ground in Art. 29, Sec. 2. does not apply.

Article 30 is thus amended as follows: An existing illness or consequence of an accident is covered if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Art. 29 Sec. 1. or Sec. 3. to Sec. 14. In this case, the costs as stated in Articles 27 and 28 are generally reimbursed for existing illnesses up to the agreed insured sum.

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

## Annex

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

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

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

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

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

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

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



# Information on Withdrawal, Complaints and Data Processing

## How can you withdraw from your insurance contract?

You can withdraw from your insurance contract in writing without giving any reasons within a period of 14 days. The period for withdrawal begins with the notification that the insurance contract came into effect but not before you received the insurance certificate and the insurance terms & conditions, including the provisions on the fixing or amendment of premiums, and this notification of the right of withdrawal.

The written withdrawal statement has to be addressed to:  
Europäische Reiseversicherung AG,  
Kratochwjlestraße 4, A-1220 Vienna  
Fax: +43 1 31993 67  
E-Mail: [info@europaeische.at](mailto:info@europaeische.at)

### Consequences of the withdrawal:

In the event of a valid withdrawal your insurance cover comes to an end and payments already made will be refunded. If the insurer has provided provisional cover, it is entitled to receive the corresponding premium for the duration of such cover.

### Special Information:

The right of withdrawal expires at the latest one month after receipt of the insurance certificate including this notification of the right of withdrawal.

The right of withdrawal also expires if the contractual performance has been fully completed before you have exercised your right of withdrawal.

## Whom to contact with a complaint?

You can submit your complaint to:

- Europäische Reiseversicherung AG  
attn. Complaints office, Kratochwjlestraße 4, 1220 Vienna  
online at [www.europaeische.at/en/service/feedback-and-complaints](http://www.europaeische.at/en/service/feedback-and-complaints)  
via E-Mail to [complaints@europaeische.at](mailto:complaints@europaeische.at)
- The Association of Austrian Insurance Companies  
Schwarzenbergplatz 7, 1030 Vienna, [www.vvo.at](http://www.vvo.at)
- The arbitration body for consumer business  
[www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at).  
The participation is not obligatory for the insurer.
- The Federal Ministry of Labour, Social Affairs, Health and Consumer Protection, Stubenring 1, 1010 Vienna
- For online contracts consumer can in addition contact the out-of-court dispute arbitration board of the Internet Ombudsman [www.ombudsmann.at](http://www.ombudsmann.at) or the Online Dispute Resolution-Platform ("ODR-Plattform") of the European Union [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

## How we process your data?

We, **Europäische Reiseversicherung AG**, Kratochwjlestraße 4, A-1220 Vienna, T +43 1 3172500, F +43 1 31993 67 are as insurer responsible for the processing of your data in the context of insurance contracts.

You can contact our **data protection officer** by E-mail at [datenschutz@europaeische.at](mailto:datenschutz@europaeische.at) or by post at the above mentioned address with the further address „Data Protection Officer“.

We require and process your personal data and, if applicable, third parties' data that you disclosed to us (e.g. insured persons) in our legitimate interest and to the extent necessary to properly establish and process our insurance relationship with you and to verify the coverage in the event of a claim. If you do not provide us with this data, or do not provide it to the required extent, we may not be able to establish your desired insurance relationship or process your claim.

**Purpose and Legal Basis for the Use of Data:** Your personal data is processed for pre-contractual and contractual purposes on the basis of Art. 6 para. 1 b) GDPR. If special categories of personal data (for example, data concerning your health) are required for this purpose, we process them on the basis of statutory authorisation (e.g. § 11a Insurance Contract Act (VersVG)) or we obtain your express consent beforehand. If we create statistics using these data categories, this is done based on Art. 9 para. 2 j) GDPR in connection with § 7 GDP.

In addition, we process your personal data in order to fulfil legal obligations (e.g. regulatory requirements). The legal basis for processing data in this case is the relevant legal regulations in connection with Art. 6 para. 1 c) of the GDPR.

We also process your data if required by Art. 6 para. 1 f) of the GDPR in order to safeguard our legitimate interests or those of third parties. This may, in particular, be the case for preventing and investigating criminal offenses.

If we have collected and processed your data after obtaining your consent, **you may revoke this consent at any time, meaning that we will no longer process your data for the purposes stated when you first gave consent starting from when we receive the consent revocation. The revocation does not affect the legality of processing the data up until the time when the consent was revoked.**

**Disclosure of Data to Third Parties:** The complexity of the procedures regarding today's data processing sometimes obliges us to use service providers and commission them to process your data. Some of these service providers may be outside the territory of the European Union. However, in all cases where we use service providers, we always ensure that the European data protection level and European data security standards are maintained. Our most important service providers are currently Generali Versicherung AG, Vienna and Europ Assistance GmbH, Vienna.

For the purposes of support and advice, the intermediary collects and processes your personal data and passes it on to check your insurance risk and to conclude your insurance relationship. In the event of a claim, the intermediary collects and processes the data relevant to processing the service and instructs us to perform a verification of the claim event. Similarly, we will provide your intermediary with enough personal data about you and your insurance relationship required for your intermediary to assist you.

Furtheron it may be necessary to pass your personal data to Reinsurance Companies, Regulatory Authorities and Courts. However, in all these cases, we always ensure that the legal basis is adhered to and that the protection of your data is maintained.

**Your Rights:** You may request information regarding the origin, categories, duration of storage, recipients, data processed by us regarding you personally as well as your business case and the nature of such processing. Moreover you may request that incorrect, incomplete or improperly processed data is corrected, completed or deleted.

**Even if we have processed your personal data accurately and completely in compliance with the law, you may object to such data being processed in specific individual cases that you have justified.**

You may receive the personal data we have processed in machine-readable format designated by us, provided that we have received it from you personally, or you may instruct us to transfer that data directly to a third party chosen by you.

If you have reason to believe that we are using your data without your permission, you have the right to appeal to the Austrian Data Protection Authority, Wickenburggasse 8-10, 1080 Vienna, Telephone: +43 1 52 152-0, E-Mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at).

**Data Storage Procedure:** We process your personal data, as far as necessary, for the duration of the entire business relationship (from the initiation and implementation to the termination of a contract) as well as in accordance with the statutory storage and documentation obligations, which may include, among others, the Austrian Commercial Code (UGB) and the Federal Fiscal Code (BAO). In addition, it is important to consider that in certain cases, the duration of storage, statutory limitation periods, e.g. according to the Austrian General Civil Code (ABGB) may be up to 30 years.

For more detailed information regarding the way we process your data please refer to [europaeische.at/en/privacy](http://europaeische.at/en/privacy) or contact our Service Center.