

EUROPÄISCHE Travel Insurance Conditions ERV-RVB 2021 for Flight Ticket Cancellation Cover

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

Section 1 Who is insured?

Insured persons are the persons named in the insurance policy.

Section 2 Where does the insurance cover apply?

The insurance cover applies globally, with the exception of North Korea, Syria, Venezuela, Crimea and Iran.

Section 3 When does the insurance cover apply?

1. The insurance cover applies to one trip.
2. The insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).

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

1. The insurance must be taken out before the start of the trip.
2. The insurance 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).

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 insured?

1. The subject of the insurance is a booked trip.
2. An insured event occurs if the insured person is unable to commence the trip for one of the following reasons:
 - 2.1. death of the insured person;
 - 2.2. unexpected serious illness, serious 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, if the inability to travel for the trip is the result of one of these reasons;
 - 2.3. premature birth or unexpected, severe pregnancy complications up to and including the 35th week of pregnancy;
 - 2.4. unexpected serious illness, serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident or death (including suicide) of family members, as a result of which the presence of the insured person is required;
 - 2.5. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 2.6. 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;
 - 2.7. 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;
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 one further fellow traveller who has 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 7 What is not insured (exclusions)?

1. No insurance cover is provided for events that:
 - 1.1. are caused intentionally or with gross negligence by the insured person;
 - 1.2. occur when participating in naval, military or air force services or operations;
 - 1.3. are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 1.4. are related to war, civil war, war-like conditions or civil unrest;
 - 1.5. occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - 1.6. are caused by strike action;
 - 1.7. are caused by suicide or attempted suicide of the insured person;
 - 1.8. are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 1.9. 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;
 - 1.10. are caused while driving a motor vehicle if the driver does not possess the applicable motor vehicle licence that would be required to drive this motor vehicle in the country of the event; this also applies if such a vehicle is not being driven on roads with public traffic;
2. There is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time the insurance was taken out.
3. Insofar as the policyholder or the insured person is a sanctioned person, a sanctioned company or a sanctioned organisation that is included on a sanction list of the United Nations, the European Union, the United States of America or the Republic of Austria, and to the extent of the sanction, no insurance cover shall be granted for them, no payment shall be made and no benefit shall be provided that is directly or indirectly due to them.

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:

1. 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;
2. 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;
3. 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;
4. as far as reasonable according to the circumstances in the individual case:
 - 4.1. 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.). Original receipts must be handed over to the insurer at the insurer's request, where the insurer reimburses the loss;
 - 4.2. in the event of illness or accident, have a corresponding certificate issued by the attending doctor;
 - 4.3. to hand over the original travel tickets to the insurer as soon as possible. If the insured person was not given an original travel ticket or if the ticket is an online ticket, the insured person must send the booking confirmation of the tour operator or the online ticket to the insurer and confirm the non-use of the travel ticket in writing.

Section 9 What costs are reimbursed?

If an insured event occurs the insurer reimburses

1. the cancellation costs you owe under the travel contract;
2. booking fees, if reimbursing booking fees is included in benefits of the insurance product, they were already invoiced at the time of booking the trip, they are listed separately on the booking confirmation and were taken into account when selecting the insured sum, up to max. €70.00 for price up to €700.00 (and max. 10% of the price) per ticket;
3. cancellation processing fees, if agreed in writing at the time of booking up to €25.00 per person or up to €50.00 per booking/family;

Section 10 What do the sums insured mean?

1. 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.
2. If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap

Section 11 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, fax or post.

Section 12 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.

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

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Insurance Undertakings under number 026.