# Cancellation cover for one trip

Additional pre-contractual information sheet for property insurance products (DIP aggiuntivo Danni)

Europäische Reiseversicherung AG, Vienna Product: CancellationCover

This additional information sheet for property insurance products is dated 05/06/2023 and is the current version.



This document contains additional and supplementary information to the pre-contractual information sheet for property insurance (DIP Danni) to present the product features, contractual obligations and the company's financial position to the potential policyholder in a clear and detailed way.

The policyholder must consult the general conditions of insurance before signing the contract.

#### Europäische Reiseversicherung AG,

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

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

Commercial reg. HG Wien FN 55418y

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

In Italy, Europäische Reiseversicherung AG is authorised to carry on insurance business under the freedom to provide services and is entered in the IVASS Register of Insurance Undertakings under number II.00310.

The following data relate to the last approved balance sheet (2022) and the report on the solvency and cash flows:

Net assets: € 21,513,000.00

Initial fund: not applicable to Austrian insurance companies, only to mutual insurance companies

Retained earnings: € 9,400,000.00

Financial position and solvency of the company (SFCR): You can view the relevant information on website at

https://www.europaeische.at/ueber-uns/unternehmen/geschaeftsbericht/

Solvency capital requirement: € 17,297,000.00 minimum capital requirement: € 5,442,000.00

SCR ratio: 140,10%

Austrian law applies to the insurance contract to be concluded.

In the event that mandatory provisions of Italian law are more advantageous for the policyholder, such provisions shall take precedence over Austrian law.

The insurance cover applies globally, with the exception of Afghanistan, Belarus, Myanmar (Burma), Iran, Crimea, North Korea, Russia, Syria and Venezuela.

The subject of the insurance is a booked trip. The following provisions relating to trips also apply in the same way to travel services.

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:

#### Medical reasons

- death of the insured person;
- unexpected serious illness (including epidemic or pandemic diseases), 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, fracture or technical defect of prostheses 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;
- organ transplant of the insured person as donor or recipient;
- unexpected allocation or rescheduling of an operation appointment or an inpatient stay at a clinic for rehabilitation;
- 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.
- unexpected sports incapacity of the insured person due to illness or accident, if participation in booked sports services, which was the primary reason for the trip, is not possible as a result.

#### Reasons related to work and education

- loss of employment through no fault of the insured person as a result of termination of employment by the employer;
- 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;
- unexpected serious illness (including epidemic or pandemic diseases), 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 death (including suicide) of the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
- termination of employment by the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
- conscription of the insured person into basic military or civilian service or for a military exercise, provided that the competent authority does not accept the travel booking as a reason for postponing the conscription or as a reason for not participating in the military exercise;
- 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:
- failure of the insured person to pass a final class following a school course of at least 3 years immediately before the date of the insured trip;
- failure of the insured person to progress to the next school level, in the case of a class trip;
- necessary repetition of a failed examination at a school/university by the insured person, provided
  that the repeat examination takes place unexpectedly during the trip period or within 14 days of the
  scheduled end of the trip and the trip was booked before the date of the failed examination.

#### Family reasons

- unexpected serious illness (including epidemic or pandemic diseases), 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 death (including suicide) of family members or other close
  friends or relatives, as a result of which the presence of the insured person is required. The close
  friends or relatives must be named to the insurer in writing when the insurance is taken out; two
  close friends or relatives may be named per insured person;
- unexpected serious illness (including epidemic or pandemic diseases), 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 death (including suicide) of the person who, instead of
  the insured person, has been entrusted for the duration of the trip with the care of family members
  who are not travelling with the insured person and who are minors or in need of care, if the result
  of which is that care is not possible, as a result of which the presence of the insured person is
  necessary:
- 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;
- 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);
- cancellation of the wedding or registration of civil partnership that was the reason for the future spouses or civil partners travelling together;

Trip cancellation and trip curtailment

- cancellation of the wedding or registration of civil partnership that was the reason for the insured person's trip as an invited quest;
- adoption of a minor by the insured person;
- abduction of a family member of the insured person or family member of the insured person goes missing.

#### Crime and property damage

- 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;
- criminal offence involving the threat or use of violence against the insured person;
- theft of travel tickets, passport (with sufficient remaining validity for the booked trip) or driving licence (for trips where insured person is driver) of the insured person if these are required for the trip and it is no longer possible to obtain a replacement in time;
- damage (not breakdown) or theft of the private vehicle for the trip, caused by third parties or by an
  accident, immediately before or during the trip, if as a result the trip cannot be made as planned
  (repair not possible in time and replacement vehicle not available);
- traffic accident involving the private vehicle on the direct route to the railway station/airport/port, if the booked regular departure/take-off for the insured trip is missed as a result.

#### Other reasons

- unexpected serious illness or serious accidental bodily injury of a dog, cat or horse whose permanent owner is the insured person, as a result of which the presence of the insured person is necessary to care for the pet;
- necessary neighbourly assistance by the insured person in the event of a natural disaster (flood, landslide, mudslide, avalanche, earthquake, snow pressure, hurricane and landslide):
- necessary disaster relief by the insured person as a member of the fire brigade or rescue service;
- 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;
- unforeseeable refusal, through no fault of the insured person, of the visa required for the trip.

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.

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.

The insurer reimburses up to the agreed sum insured

- for trip cancellation
  - the cancellation costs you owe under the travel contract;
  - official fees that the insured person has had to pay for his or her visa to be issued;
  - 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 the following
    amounts:
    - airline tickets: max. € 70.00 for price up to € 700.00 (and max. 10% of the price) per ticket;
    - package tour, train, hotel, ferry, rental car, etc.: max. € 25.00 per person or max. € 50.00 per booking/family.
  - 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;
  - in the event of cancellation of a wedding the cancellation costs. If several insurance policies are affected by cancellation of a wedding, a maximum of € 40,000.00 will be reimbursed per cancelled wedding.
- for trip curtailment
  - the paid but unused parts of the insured trip;
  - the additional travel costs incurred as a result of the early return trip. These are the costs incurred as a result of it not being possible or being only partially possible to use booked return tickets or other travel tickets. For reimbursement of the return travel costs, the type and class of the means of transport shall be based on the quality that was booked. If the additional travel costs are reimbursed, the unused original return tickets shall only be reimbursed minus the additional travel costs.

Trip cancellation and trip curtailment

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 6000m;
- 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;
- 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;
- 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 (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 (does not apply to trip cancellation);
- occur when participating in professional sport including training (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 (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 40m (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 hospitality and hotel industry are insured (does not apply to trip cancellation).
- Sanctions clause: Where 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, the United Kingdom 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.

Trip cancellation and trip curtailment

General

In addition to the General Exclusions, there is no insurance cover:

- if the reason for trip cancellation had already occurred or was foreseeable when taking out the insurance; or
- if the reason for trip curtailment had already occurred or was foreseeable at the start of the trip.

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#### Are there any limitations of cover?

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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.

For the family tariff, the sum insured stated in the schedule of benefits of the insurance policy applies jointly to all insured persons.

If the policy is taken out later than 3 days after the booking 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 acts of God).

## Trip cancellation and trip curtailment

Limitations of cover exist for the following reasons for cancellation:

- The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest.
- If several insurance policies are affected by cancellation of a wedding or registration of civil partnership that was the reason for the insured person's trip as an invited guest, a maximum of € 40,000.00 will be reimbursed per cancelled wedding.



#### What are my obligations? What are the insurer's 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):

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.). Original receipts must be handed over to the insurer at the insurer's request, where 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.

The following is defined as an obligation, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(1) of the Austrian Insurance Contract Act (VersVG):

If the insured person is a US citizen or permanent legal US resident and travels to Cuba, he or she must prove that he or she has complied with all US regulations that apply to this trip, otherwise no insurance benefits or payments can be provided by the insurer.

Limitation

Obligations of the insured

person / General

Claims of the policyholder arising from the insurance contract become time-barred after three years.

#### Insurer's obligations

The payment in settlement of the claim is due on completion of the investigations necessary to identify the insured event and the extent of the insurer's liability. However, it shall in any case be due for payment if the policyholder requests an explanation from the insurer after two months have passed since the request for a payment regarding the reasons why it has not yet been possible to complete the investigations and the insurer does not comply with this request within one month.

If it is only established that the insurer's liability is well founded, the beneficiary may demand advance payments up to the minimum amount that the insurer must pay, depending on the circumstances of the case.

When and how do I pay?	
Premium	The premium is an advance premium and is payable immediately after taking out the insurance.  The premium includes the statutory insurance tax.
Repayments	In the event of cancellation of the contract.

When does the cover begin and end?		
	Only trips with a duration of up to 3 months are insured.	
Period	Trip cancellation insurance: Insurance cover is provided from the taking out of the insurance. If the policy is taken out later than 3 days after the booking 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 acts of God).	
	For all other insurance benefits, the insurance cover begins at the start of the trip.  The insurance cover ends on return from your trip or on earlier expiry of the insurance.	
Suspension	The insurance contract cannot be suspended.	

How can I end the contract?		
Withdrawal	You may cancel your insurance contract within 14 days without giving reasons, by email or letter.	
	The cancellation 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 to cancel.	
	Send your notice of cancellation to: Europäische Reiseversicherung AG Kratochwjlestraße 4, A-1220 Wien E-Mail: info@europaeische.at	
	To cancel within the cancellation period, you only need to send your notice of cancellation before the end of the cancellation 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 cancellation, 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 cancellation. If you have already paid premiums to the insurance provider that exceed this premium for cover before cancellation, the insurer must repay those premiums to you without deductions.	
	Your right to cancel expires at the latest one month after you have received the insurance policy with this information about the right to cancel.	
Termination of the contract	The contract shall end automatically at the end of the trip or earlier when the maximum insured trip duration (3 months) is reached.	



### Who needs this insurance product?

People who want to cover their cancellation cost risk for one trip.



## What costs do I have to pay?

Commission fees for this product are 29.27% on average in Italy. This percentage is already included in the premium.

How do I make a complaint and how can I resolve disputes?			
To the insurance company	Any complaints about the contract or the settlement of claims may be submitted to the insurer in writing at the following address:  - Europäische Reiseversicherung AG, Complaints Department, Kratochwjlestraße 4, A-1220 Vienna, Austria;  - online at www.europaeische.at/en/service/feedback-and-complaints;  - by email to beschwerde@europaeische.at.		
To IVASS	If the outcome of the complaint is not satisfactory or if you do not receive a reply within the 45-day period, you may send the complaint to the Institute for the Supervision of Insurance (IVASS, the Italian insurance supervisory authority) at Via del Quirinale, 21 - 00187 Rome, Italy, Fax 06.42133206, PECMail: ivass@pec.ivass.it.  To submit a complaint, you can use the form on the IVASS website at www.ivass.it. You can also find more information about how to make your complaint on the website.  Complaints can also be submitted to the Association of Austrian Insurance Companies www.vvo.at, Schwarzenbergplatz 7, 1030 Wien		
Before taking legal action, it	is also possible to settle disputes out of court in the following ways:		
Mediation	A mediation procedure provided by the Ministry of Justice may be used. See www.giustizia.it (Law No. 98 of 9 August 2013).		
Assisted negotiation	This is a negotiation procedure with legal assistance to reach an amicable solution to the dispute.		
Alternative ways to resolve disputes	Expert procedure: the parties may agree in writing that the cause and amount of the claim shall be determined by experts, one expert being appointed by the company and one by the policyholder. The experts appoint a third expert as arbitrator, who makes the decisions in case of disagreement.  For cross-border disputes, the complaint may be addressed to the insurance supervisory authority (IVASS) or directly to the competent foreign arbitration body. A request for arbitration can be submitted for this purpose to FIN-NET or you can find the competent foreign arbitration board on the following website: https://ec.europa.eu/info/fin-net.		

THERE IS NO ONLINE CUSTOMER PORTAL FOR THIS CONTRACT, WHICH MEANS THAT AFTER SIGNING THE CONTRACT, YOU CANNOT ACCESS OR USE AN ONLINE CUSTOMER PORTAL TO MANAGE THE CONTRACT ONLINE.