

## Benefits

Trip cancellation			
1. Cancellation costs if trip not started (incl. booking charges)	up to € 5,000		
Trip interruption			
2. Reimbursement of booked and unused travel services	up to € 5,000		
3. Additional return journey costs	up to 100 %		
Trip delay	Single	Family*	
4. Missed transport means and transfer cover: Additional costs for accommodation and meals	up to € 200	up to € 400	
5. Delayed arrival at home station/airport: Additional costs for taxi journey or accommodation and meals	up to € 200	up to € 400	
Luggage	Single	Family*	
6. Reimbursement in the event of damage to or loss of luggage incl. sports equipment (e.g. during transport or in the event of theft)	up to € 2,000	up to € 4,000	
7. Replacement purchases in the event of delayed luggage at destination or reimbursement of hire charges (e.g. for sports equipment)	up to € 200	up to € 400	
8. Assistance and reimbursement of costs for procuring new documents	up to € 200	up to € 400	
9. Assistance and cash advance in the event of theft of payment means	up to € 750	up to € 1,500	
Search and rescue			
10. Search and rescue costs in the event of accident and distress at sea or in mountains	up to € 40,000		
Medical services abroad and transport home			
11. Transport to hospital/transfer transport	up to 100 %		
12. Outpatient treatment	up to 100 %		
13. Inpatient treatment	up to € 500,000		
14. Transport home if medically necessary (incl. ambulance jet)	up to 100 %		
15. Transport home after 3 days hospital stay, even if not medically necessary (excl. ambulance jet)	up to 100 %		
16. Subsequent travel in case of trip interruption	up to 100 %		
17. Delayed return journey including additional overnight stays	Travel costs up to 100 % Accommodation up to € 400		
18. Visit to sick person spending 5 days or more in hospital			
19. Transport of medicines	up to 100 %		
20. Return of children by an escort	up to € 4,000		
21. Funeral transport costs in the event of death or burial on site	up to 100 %		
Maximum payment in respect of 11. to 21. in the event of an existing illness unexpectedly becoming acute	up to € 40,000		
Assistance in the event of arrest or threatened arrest abroad			
22. Assistance in procuring a lawyer/interpreter	yes		
23. Advance for lawyer	up to € 2,000		
24. Advance for bail in criminal proceedings	up to € 10,000		
24 hour emergency service and immediate assistance worldwide			
yes			

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

The insured sums shown represent the maximum payment of the insurer in respect of all insured events before and during a trip. All insurance benefits are subsidiary. With respect to benefits 11 to 13, if no reimbursement of costs is made by the policy-holder's social insurance, an excess of 20 % applies.

**Insurer:** Europäische Reiseversicherung AG, Kratochwilstraße 4, A-1220 Vienna. Phone +43/1/317 25 00-73930, Fax +43/1/319 93 67. E-mail: info@europaeische.at, www.europaeische.at

Seat in Vienna. Commercial register HG Wien FN 55418y.

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.

## Additional Packages

### • „Cancellation/Interruption“:

The insured sum for trip cancellation and trip interruption (Benefit 1. and 2.) increases from € 5,000 to € 10,000.

### • „Business luggage & manual activity“:

Additional insurance cover applies to business luggage (Luggage) and for the exercise of a professional manual activity (Medical services abroad and transport home).

### • „Duration of trip“:

The maximum insured duration per trip is extended from 42 days to 84 days.

## Where and when does the insurance cover apply?

The insurance cover applies worldwide.

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

Upon completion of the additional package „Duration of trip“ the insurance covers max. the first 84 days of each holiday and business trip.

Cover for trip cancellation begins with the date of the start of cover as stated in the insurance contract and ends with start of the trip or prior expiry of the insurance. For journeys which have been booked before insurance has been taken out, cover begins at the earliest on the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14), but not before the agreed start of the contract.

The insurance cover during a journey begins 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 when the maximum insured duration of travel has been attained.

Journeys between the aforementioned places and field work activity are not covered by the insurance.

## 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.

## Annual Premiums

Single	€ 230
Family*	€ 260
<b>Additional Packages</b>	
„Cancellation/Interruption“	
Single / Family*	+ € 215
„Business luggage & manual activity“	
Single	+ € 45
Family*	+ € 90
„Duration of trip“	
Single	+ € 70
Family*	+ € 140

### \* Family:

Max. two persons, regardless of family relationship, as well as their children (including foster children and adopted children) up to the age of 21 years.

A joint residence is not required. The insured persons can be travelling separately or to different destinations at the same time.

It is a **precondition** for cover that the insured person has their normal place of residence in Austria or South Tyrol.

### Emergency number 24 hours a day

Phone +43/1/50 444 00

Europäische Reiseversicherung AG  
Kratochwilstraße 4, A-1220 Vienna  
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Fax +43/1/319 93 67-73930,  
E-mail: schaden@europaeische.at,  
www.europaeische.at

## Insured reasons for Trip cancellation / Trip interruption

Trip cancellation/interruption reasons are the following events, if these result in your being unexpectedly unable to commence your journey or having to break it off:

- unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death;
- loosening of implanted joints;
- unexpectedly occurring serious illness, serious physical injury caused by an accident or death (including suicide) of a family member, making your presence absolutely necessary;
- pregnancy, if determined after the policy has been taken out, or serious complications of pregnancy up to and including the 35th week of pregnancy;
- serious damage to your property at the place of residence as a result of acts of God (e.g. flood, storm), fire, burst water pipes or criminal act of a third party, making your presence absolutely necessary;
- loss of job without fault, as a result of notice of termination issued by the employer;
- call-up to basic military service or alternative civilian service;
- submission of an action for divorce to the competent court or, in the case of registered life partnerships, the submission of a petition for dissolution before the trip to be taken jointly by the married couple/civil partners;
- dissolution of the relationship of two partners living together (who have had the same registered address for at least 6 months) by the giving up of the joint residence immediately before the trip to be undertaken jointly by the partners concerned;
- failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least 3 years;
- receipt of an unexpected judicial summons.

## Restrictions on cover provided

### Trip cancellation / Trip interruption

No cover is provided, for example, if the reason for trip cancellation or interruption

- already existed or was foreseeable;
- is connected with an existing illness or consequence of an accident of the insured person or a person who represents a cancellation risk (e.g. family member), which has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 monthsbefore the policy is taken out (in the event of trip cancellation) or before the start of the trip (in the event of trip interruption) (excluding check up examinations).

### 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;
- costs in connection with an existing illness or consequence of an accident if this has been treated
  - on an outpatient basis in the last 6 months or
  - on an inpatient basis in the last 9 monthsbefore the start of the trip (excluding check up examinations).

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-JRVB 2014.

## Which insurance conditions apply?

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-JRVB 2014, which can be found on the following pages. Details on the advantages of the additional package "Business luggage & manual activity" can be found in the Special section of ERV-JRVB 2014 at the end of the conditions.

## 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  
Kratochwilestraße 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 cancellation:** If you are unable to commence your journey, please cancel immediately at the place where you made your booking (e.g. travel agency) and at the same time inform the Europäische Service Center (by fax, letter, e-mail or Online Claim Report). Please give the following information: your first name and surname, your address, your intended date of travel, the date of cancellation and the reason for cancelling, your booking confirmation and your proof of insurance.

In the event of sickness/accident please have a detailed medical certificate or accident report made out, using the claim form. Enclose the sickness notification sent to your social insurance company and the confirmation concerning medicines prescribed.

**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.

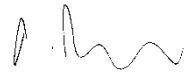
**Medical emergency or inpatient treatment:** Please call immediately using the emergency number. We will be happy to advise you and organise your transport home in an emergency.

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

Europäische Reiseversicherung AG  
Kratochwilestraße 4, A-1220 Vienna



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

# EUROPÄISCHE travel insurance conditions ERV-JRVB 2014

## Extract for Annual-Complete-Cover Standard

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

The advantages of the additional package "Business luggage & manual activity" are set out in the Special section for the additional package "Business luggage & manual activity" at the end of the insurance conditions.

### General section

#### Article 1

##### Who is insured?

Insured persons are

- in the single tariff, the persons named in the policy and
- in the family tariff, a maximum of two persons named and their children (including foster children and adopted children) up to the age of 21 years.

It is a precondition for cover that the insured person has their normal place of residence in Austria or South Tyrol.

#### 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. Unless otherwise stated in the policy, the insurance cover applies in respect of the first 42 days of each trip during the agreed insurance period. The insurance cover during a journey begins 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 when the maximum insured duration of travel has been attained. Journeys between the aforementioned places and field work activity are not covered by the insurance.
4. The insurance contract is concluded upon acceptance of the properly completed application form or the properly performed online application, by handover of the policy.
5. 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
  - 5.1. upon handover of the policy,
  - 5.2. if the application is accepted without modification and the policyholder is culpably in delay with the payment of the first premium, or
  - 5.3. if the application has not been accepted by the insurer within 14 days.If the insurance agreement is not concluded, the insurer is entitled to the proportional premium falling to the period of provisional cover.
6. 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.
7. Any changes to the contractually agreed premiums (see Pt. 7.1.) or benefits (see Pt. 7.2.) 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.
  - 7.1. 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.
  - 7.2. Change in benefits: The insurer may, by the means envisaged in Pt. 7, only agree with the policyholder upon a change in benefits if this is objectively justified in consideration of all circumstances. In any event such an objective justification does not apply if the change of benefits offered would represent an unreasonable restriction of benefits for the policyholder or disproportionate changes to essential rights and duties in favour of the insurer.

#### Article 4

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

1. Insurance must be taken out before the start of the journey.
2. For journeys which have been booked before insurance has been taken out, cover for trip cancellation begins at the earliest on the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14), but not before the agreed start of the contract.

#### Article 5

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

1. 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).
2. The subsequent premium including insurance tax is to be paid upon renewal of the insurance contract.
3. If part payments have been agreed, the respective agreed due dates for payment apply.
4. In the event of default, §§ 38 to 39a of the Austrian Insurance Contracts Act [VersVG] apply.

#### Article 6

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

1. No cover is provided in respect of events which
  - 1.1. 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;
  - 1.2. occur in the context of participation in navy, military or air force services or operations;
  - 1.3. are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - 1.4. 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;
  - 1.5. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.6. 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;
  - 1.7. are caused by strike;
  - 1.8. are caused by the suicide or attempted suicide of the insured person;
  - 1.9. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
  - 1.10. are caused as a result of official orders;
  - 1.11. occur when the insured person is exposed to an increased risk of accident as a result of physical work, working with machinery, handling substances which are corrosive, poisonous, highly flammable, explosive or hazardous to health (not applicable in respect of trip cancellation). Normal activities in the context of a period of residence as an au pair and in the hospitality and hotel industry are insured in all cases;
  - 1.12. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.13. 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;
  - 1.14. result from the use of paragliders and hang-gliders (not applicable in respect of trip cancellation);
  - 1.15. 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 (not applicable in respect of trip cancellation);
  - 1.16. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
  - 1.17. occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (not applicable in respect of trip cancellation);
  - 1.18. arise in the context of diving, if the insured person does not have any internationally valid authorisation for the depth in question except in the context of participation in a diving course with authorised diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m (not applicable in respect of trip cancellation);
  - 1.19. occur in the context of the exercise of an extreme sport (not applicable in respect of trip cancellation).
2. 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.
3. 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?

1. The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during an insured trip.
2. In the case of the family tariff, the insured sum in question applies jointly to all insured persons.
3. 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)?

1. 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
  - 1.1. as far as possible avoid events insured against, keep any losses to a minimum, avoid unnecessary costs and follow any instructions given by the insurer;
  - 1.2. immediately inform the insurer about the event insured against;

- 1.3. provide the insurer with full information about the damaging event and the amount of the loss;
  - 1.4. 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;
  - 1.5. ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
  - 1.6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
  - 1.7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
  - 1.8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc;
  - 1.9. provide proof of parenthood in respect of the children co-insured in the family tariff.
2. 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?

1. 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.
2. Following the occurrence of the event of damage, both the insurer and the policyholder can terminate the insurance contract.
  - 2.1. 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
  - 2.2. 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 cancellation and trip interruption

#### Article 14

##### What is insured?

1. 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.
2. An insured event shall be if the insured person cannot commence or has to break off the trip for one of the following reasons
  - 2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);
  - 2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;
  - 2.3. pregnancy of the insured person, if the pregnancy is only determined after the trip has been booked. If the pregnancy has already been determined before the trip has been booked, the cancellation costs shall only be covered if a premature birth occurs up to and including the 35<sup>th</sup> week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;

- 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named to the insurer in written form when the policy is taken out or when the insurance contract is renewed for a further insurance period, and confirmed by the insurer in writing; per insured person only one closely related person may be named), making the presence of the insured person absolutely necessary;
  - 2.5. serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;
  - 2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;
  - 2.7. call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the booked journey as a reason for postponing the call-up;
  - 2.8. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court before the insured trip to be undertaken jointly by the spouses concerned;
  - 2.9. in the case of registered life partnerships, the submission of a petition for dissolution (in the case of amicable separation, the corresponding application) before the insured trip to be taken jointly by the partners concerned;
  - 2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence before the insured trip to be undertaken jointly by the partners concerned;
  - 2.11. failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least three years, by the insured person immediately before the date of an insured trip booked before the examination;
  - 2.12. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.
3. The insured event shall apply to the insured person concerned, that person's co-travelling family members with equivalent insurance, 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 cancellation of the trip already existed when the trip was booked (or when the insurance was taken out in the case of trips already booked at that time) or the reason for the trip interruption already existed or was foreseeable at the start of the journey;
2. the reason for cancellation or curtailment is connected with an existing illness 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
 in the event of cancellation of the trip before booking (or when the insurance was taken out in the case of trips already booked at that time) or in the case of curtailment, before the start of the trip (except for check up examinations);
3. the travel company withdraws from the travel agreement;
4. the specialist doctor/medical examiner (see Art. 16, Sec. 5.) instructed by the insurer does not confirm the incapacity to travel;
5. the reason for trip cancellation is connected with a pandemic or epidemic.

#### Article 16

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

The 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. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;
2. report the event insured against to the insurer immediately, stating the reason for cancellation/interruption;
3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);
4. immediately send the following documents to the insurer:
  - proof of insurance;
  - for trip cancellation: cancellation costs invoice and claim form completed in full;
  - booking confirmation
  - unused or rebooked travel documents (e.g. flight tickets);
  - documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate)
  - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

#### Article 17

##### How much is the compensation?

The insurer shall refund up to the agreed insured sum

1. in the event of cancellation of the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event, and any official charges that the insured person can prove that he has paid for the grant of a visa. Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were invoiced on the date on which the trip was booked, are stated separately on the booking confirmation, and have been taken into account in the amount of the selected sum insured:
  - flight tickets: maximum € 70 for price up to € 700 (above that amount, a maximum of 10 % of the price);
  - package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.
 Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked: maximum € 25 per person or maximum € 50 per booking/family;
2. in the event of cancellation of a travel arrangement with included cancellation insurance, the excess up to a maximum of 20 % of the cancellation charges;

3. in the event of trip interruption,
    - 3.1. the paid but unused parts of the insured trip (excluding the return ticket);
    - 3.2. 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 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. objects serving the pursuit of a profession, such as commercial goods, sample collections, tools, instruments and PCs (e.g. laptops).
  - 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 journey of a person instructed by the insured person to the place of stay and back to the place of residence of the insured person, if as a result of an insured event the insured person requires an assisting person to bring his minor children travelling with him home;
  - 2.11. 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);
  - 2.12. 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 the additional package Business luggage & manual activity

For the additional package "Business luggage & manual activity" the following conditions apply in addition:

### C: Luggage

For the additional package "Business luggage & manual activity" the following applies by way of deviation from Art. 21, Pt. 1. and Pt. 3.3.:

1. All items (but see Pt. 2. and 3.) which are usually taken or purchased on trips for personal private or professional use are covered.
3. The following are not covered:
  - 3.3. Trade goods and damage to items which the insured person is transporting or safeguarding on a commercial basis;

### D: Medical services abroad

For the additional package "Business luggage & manual activity" the following applies by way of deviation from Art. 6, Pt. 1.11.:

No insurance cover is provided if an insured event is connected 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.

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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.