

Benefits

1. Cancellation cover	
Cancellation fee reimbursement if you are unable to make the trip	up to the booked travel price
2. Termination of your journey	
Reimbursement of the booked but unused part of the arrangement	up to the booked travel price
3. Delayed commencement of your booked stay	
a) If the journey to your holiday location is delayed through no fault of your own (e.g. car break-down): reimbursement of costs incurred en route for overnight board and lodging	} up to 20 % of the booked travel price, max. € 400
b) Due to a natural event on location (avalanche, landslide, etc.): reimbursement of costs incurred for overnight board and lodging due to closed roads	
4. If you have to extend your stay involuntarily	
due to accident, illness or a natural event: reimbursement of additional costs incurred on location (incl. meals)	up to 50 % of the booked travel price, max. € 2,000
5. Search and rescue costs	
In case of distress at sea or in the mountains (including helicopter rescue)	up to € 7,500
Maximum duration of stay	31 days
Underlying conditions for insurance agreement	ERV-RVB Hotellerie 2007

Premium

The insurance premium is
5 % of the booked travel price.

Worked example:

Travel price € 1,000 x 5 % = € 50 Premium

Please note that the maximum insurable travel price (maximum insured amount) is limited to € 4,000 per person and € 10,000 per booking. Higher insured sums are only valid if approved in writing by EUROPÄISCHE.

Cover applies in respect of one stay up to 31 days in Europe.

The contractual basis for the provision of cover are the EUROPÄISCHEN travel insurance conditions for the hotel industry (ERV-RVB Hotellerie 2007) – these can be obtained on request from your travel agency, from the EUROPÄISCHE Service Center (Phone +43/1/317 25 00, E-mail: info@europaeische.at) or on the Internet at www.europaeische.at. All insurance benefits are subsidiary.

The insurance contract is subject to Austrian law. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policyholder declares his agreement to the provisions as stated and to the conditions of insurance.

Insured reasons for Cancellation Cover / Termination of your journey

Cancellation / interruption reasons covered are the following events, if these result in your being unexpectedly unable to commence your journey or having to curtail it:

- suddenly occurring serious illness, serious health consequences resulting from an accident, adverse reactions to a vaccination or death of the insured person. (Existing complaints are insured if they become acute unexpectedly);
- suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member, making your presence at the place of residence absolutely necessary;
- pregnancy, if the pregnancy is only determined after booking the journey;
- severe pregnancy complications;
- serious damage to your property at your place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making your presence 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 (the corresponding application for separation by mutual agreement) to the competent court;
- 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 of the insured person.

Restrictions on cover provided

No cover is provided if the reason for cancellation or interruption is connected with the following illnesses or treatments of insured persons:

- psychological illnesses (only the first occurrence is covered), dialysis, organ transplants, AIDS and schizophrenia generally;
- coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy and multiple sclerosis; if inpatient treatment has been received within the 12 months prior to the date on which the policy is taken out (for trip cancellation) or travel commences (for trip interruption).

What to do in the event of a claim?

Please inform us as quickly as possible about any event insured against. Please observe the provisions listed below in this connection.

Cancellation cover: Immediately inform your host (hotel, guesthouse, ...) and send confirmation of your reason for cancellation to your host and the insurance company. If you cancel for health reasons we also require a detailed medical certificate from your attending physician to be submitted simultaneously.

Premature termination: Should you terminate your holiday prematurely due to illness or accident

we will require an appropriate medical certificate issued by the attending physician at your holiday location!

Delayed begin of the booked stay and unscheduled termination: Please submit the receipts for the costs you incurred for board and lodging together with confirmation of the reason (doctor's certificate, official confirmation of road closure or accident or break-down, etc.) to EUROPÄISCHE.

Search and rescue costs: In case of a claim please inform the EUROPÄISCHE immediately by telephone or fax stating the details of the event. The EUROPÄISCHE will settle the costs directly with the search and rescue company on site.

Emergency phone 24 hours a day:
+43/1/50 444 00

Insurer:

Europäische Reiseversicherung AG

Kratochwjlestraße 4, A-1220 Vienna

Emergency phone 24 hours a day: +43/1/50 444 00

Service Center: Phone +43/1/317 25 00, Fax +43/1/319 93 67

E-mail: info@europaeische.at, www.europaeische.at

Commercial register HG Wien FN 55418y, DVR-Nr. 0490083

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna

EUROPÄISCHE travel insurance conditions for the hotel industry (ERV-RVB Hotellerie 2007)

PLEASE NOTE: Only those parts of the EUROPÄISCHE travel insurance conditions for the hotel industry (ERV-RVB Hotellerie 2007) shall apply which correspond to the scope of benefits of your travel insurance package.

I. General section

Artikel 1 Insured persons

The insurance cover extends to the persons specified by name in the insurance document.

Artikel 2 Time scope of application, conclusion of insurance

- Cover starts, in respect of events insured against:
 - in the event of non-commencement of journey (Part A, Art. 12) and delayed commencement of booked stay (Part B, Art. 16), on the day after the premium has been paid, at 0.00 hrs., and ends upon commencement of the booked stay (but see Sec. 2.);
 - in the event of interruption of journey (Part A, Art. 12) and other insurance services provided (Part B, Art. 16 to Art. 18), from the time of leaving the place of residence, second place of residence or place of work, and ends upon return to that place, or upon expiry of the policy if this occurs earlier.
- The insurance policy must be taken out at the same time as the stay is booked; in the event that a down payment is required upon booking, the policy must be taken out at the same time as the down payment is made. If the policy is taken out on the basis of an information sheet sent at the same time as the booking confirmation, the policy is deemed to have been taken out simultaneously at the latest five working days after booking (or after down payment).
If the policy is taken out later, cover starts, in respect of cancellation benefits and benefits provided for delayed commencement of the booked stay, only on the 10th day after the policy has been taken out (except in the event of death, accident or act of God as described in Art. 12).
- In any event the insurance must be taken out before the start of the journey.

Artikel 3 Subject matter of insurance and geographic scope of application

The subject matter of the insurance is the payment of compensation and the provision of assistance and service in connection with a stay booked at a hotel or other rental arrangement in Europe.

Artikel 4 Exclusions

- Insurance cover is not provided for events that
 - are caused deliberately or with gross negligence by the insured. 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;
 - are in connection with events of war of any kind;
 - occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
 - are caused by the suicide or attempted suicide of the insured;
 - occur on journeys having the character of an expedition in unexplored or un-researched areas;
 - are caused as a result of official orders (exception: Art. 16, Sec. 2. and Art. 17);
 - result from the exercise of a professional manual activity (not applicable in respect of insurance against cancellation in the event of non-commencement of the journey);
 - are caused by influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
 - are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
 - result from the use of paragliders and hang-gliders (not applicable in respect of cancellation cover in the event of non-commencement of journey);
 - result from participation in motor sport competitions (including classification drives and rallies) and the corresponding training drives (not applicable in respect of insurance against cancellation in the event of non-commencement of the journey);
 - 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 insurance against cancellation in the event of non-commencement of the journey);
 - occur during diving if the insured person does not hold the internationally valid authorisation for the depth of the dive in question;
 - occur in consequence of the exercise of an extreme sport or in connection with a particularly hazardous activity, if the activity in question is associated with a hazard which far exceeds the normal risk associated with a journey (not applicable in respect of cancellation cover for non-commencement of journey).
- Alongside these general exclusions from insurance protection, specific exclusions are regulated in Article 13.

Artikel 5 Insured sum

The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during the booked stay.

Artikel 6 Payment of premium

The premium shall be paid upon conclusion of the insurance agreement.

Artikel 7 Duties

The following lays down the duties which, if infringed, shall release the insurer from

the obligation to provide benefits pursuant to Sec. 6 of the Insurance Contract Act:

- The insured person shall prevent insured events as far as possible or minimise their consequences, thereby complying with any instructions by the insurer;
 - inform the insurer of the insured event that has occurred as soon as possible, truthfully and comprehensively in writing, if necessary also by telephone or fax;
 - after receiving forms used by the insurer for the processing of the claim, complete such in full and return them to the insurer as soon as possible;
 - do everything reasonable to clarify the causes, course and consequences of the insured event;
 - empower and cause all authorities and doctors and/or hospitals, social insurance funds and private insurers involved in the insured event to provide the information requested by the insurer;
 - secure claims for damages against third parties in appropriate form and in good time, and if necessary assign such to the insurer up to the amount of the compensation paid;
 - immediately inform the responsible public security authority of damage caused by criminal acts, stating in precise detail the facts of the case and the extent of the damage, and have such notification confirmed;
 - deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as police reports, statements of the facts, medical and hospital certificates and invoices, purchase invoices, etc.
2. Alongside these general duties, specific duties are regulated in Article 14.

Artikel 8 Form of declarations

The written form shall be required for notifications and confirmations by the insured person to the insurer.

Artikel 9 Subsidiarity

All insurance benefits are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

Artikel 10 Due date for compensation

- Once the insurer's obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due two weeks thereafter.
- If official investigations or proceedings have been initiated in connection with the insurance claim, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

Artikel 11 Assignment and pledging of insurance claims

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

II. Special section

A: Cancellation protection for non-commencement and interruption of the journey

Artikel 12 Insured event

- An insured event shall be if the journey cannot be commenced or is broken off for one of the following reasons:
 - suddenly occurring serious illness, serious health consequences resulting from an accident, or death of the insured person. Such illness or health consequences shall be deemed serious, if it/they decisively cause/s incapacity to travel. Psychological complaints that occur for the first time are insured if they require in-patient treatment or treatment by a psychiatrist. Existing complaints (subject to the provisions of Art. 13) are only insured if they become acute unexpectedly;
 - pregnancy of the insured person, if the pregnancy is only determined after booking the journey. If the pregnancy has already been determined before the booking was made, the cancellation costs shall only be covered if severe pregnancy complications (confirmed by a medical specialist) occur;
 - suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member not travelling with the insured person, making the presence of the insured person absolutely necessary;
 - serious damage to the property of the insured person at his place of residence as a result of acts of God (fire, etc.) or the criminal act of a third party, making his presence necessary;
 - loss of job without fault, as a result of notice of termination issued by the employer to the insured person making the booking;
 - 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;
 - submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court immediately before a joint journey of the spouses affected;
 - 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 journey booked before the examination;
 - 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.
- The insured event shall apply to the insured persons concerned, his co-travelling

family members with equivalent insurance, and a maximum of three further co-travelling persons with equivalent insurance.

A person is regarded as having equivalent insurance if he or she is also insured with the insurer for the event which has occurred in accordance with Sec. 1.

3. The following persons are considered to be family members: the spouse (or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren), the parents (stepparents, parents-in-law, grandparents), the siblings of the insured person.

Artikel 13 Exclusions

There shall be no insured event if

1. the reason for the cancellation or early termination of the journey is linked to one of the following illnesses/treatments of the insured persons: psychological illnesses (subject to the provisions of Art. 12, Sec. 1.1.), dialysis, organ transplants, AIDS, schizophrenia;
2. the reason for cancelling the journey
 - 2.1. is connected with one of the following illnesses of the insured persons for which the insured person have received in-patient treatment within the last twelve months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
 - 2.2. already existed or was foreseeable at the time of the conclusion of the insurance;
3. the reason for the cancellation of the journey
 - 3.1. is connected with one of the illnesses of the insured persons as named in Sec. 2.1. for which the insured persons have received in-patient treatment within the last twelve months preceding the start of the journey;
 - 3.2. already existed or was foreseeable at the start of the journey
4. the hotelier/the lessor/the travel company withdraws from the agreement;
5. the specialist doctor/medical examiner (see Art. 14, Sec. 3.) instructed by the insurer does not confirm the incapacity to travel.

Artikel 14 Duties

The insured person (claimant) shall be obliged

1. if the journey cannot be commenced, for a reason insured against,
 - to cancel the booked journey at the booking agency immediately after the occurrence of the insured event, in order to keep the cancellation costs at the lowest possible level;
 - to notify the insurer immediately in writing about the insured event, stating the reasons for the cancellation and attaching the confirmation of booking and the insurance certificate;
 - in the case of incapacity to travel for medical reasons, to enclose with the written notification of the insured event a detailed medical certificate/accident report and the notification of the illness to the social insurance fund. In the event of a psychological illness, the incapacity to travel must be confirmed by a specialist in the field of psychiatry;
2. if the journey has to be broken off for medical reasons, to have a corresponding confirmation of the treating doctor on site (see Art. 12, Sec. 1.1.) made out;
3. upon demand by the insurer, to allow himself to be examined by a specialist doctor/medical examiner instructed by the insurer;
4. to send the following documents to the insurer immediately:
 - itemised statement of cancellation costs
 - cancellation claim form for hotel insurance completed in full
 - medical confirmation concerning prescribed medicines
 - sickness notification sent to your social insurance company
 - other evidence showing the reason and the amount of the claim to insurance benefits (for example mother-child-booklet, call-up orders, divorce petition, leaving certificate, certificate of death, etc.)
5. to hand over the unused travel documents (hotel credit vouchers etc.) to the insurer upon request;
6. to release all treating doctors from their duty of secrecy, to the extent necessary for the assessment of the claim.

Artikel 15 Amount of compensation

The insurer shall refund the insured person within the limits of the specified insured amount

1. for withdrawal from the journey the cancellation costs of the rental and/or hotel arrangement (excluding travel costs) that were contractually due by the time of the occurrence of the insured event;
2. in the case of interruption of the journey the paid but unused parts of the rental and/or hotel arrangement (excluding travel costs).

B: Services provided

Artikel 16 Delayed commencement of the booked stay

1. Delayed commencement of the journey without fault
 - 1.1. Insured event

An insured event shall be if one of the following events occurs en route to the booked location which, as a result, cannot be reached on schedule:

 - accident or road traffic accident involving the insured person;
 - technical breakdown of the means of transportation;
 - delayed flight

The facts shall be confirmed by the airline or the transport enterprise in question.
 - 1.2. Compensation

Refund shall be made of the necessary and proven costs for a necessary overnight stay and board and any additional costs the journey to another port/airport/railway station.
2. Acts of God on site
 - 2.1. Insured event

An insured event shall be if the insured person is unable to reach the location of his booked hotel or rental arrangement as planned on the booked day of arrival due to a closed road (e.g. due to flooding, landslide, avalanche hazard). The road block shall be confirmed by the competent authority.

2.2. Compensation

Refund shall be made of the necessary and proven costs for a necessary overnight stay and board in the nearest accommodation facility on location for a maximum of two nights (individual cover).

If the insured event affects a large number of insured persons, the total compensation for all events occurring in one calendar week (Saturday to Friday) within Europe shall be limited to a maximum amount of € 726,000 (collective cover). Should the sum of all claims from individual cover be greater than the aforementioned collective cover then the compensation for each insured individual shall be reduced in proportion to the sum by which all individual claims from individual cover exceed the maximum amount for collective cover, so that at most the maximum amount covered by collective insurance is paid out as compensation.

Artikel 17 Involuntary extension of the holiday

1. Insured event

An insured event shall be if the insured person is unable to terminate his booked hotel or rental arrangement as planned due to an accident, an illness or a natural event (e.g. a closed road due to flooding, landslide, avalanche hazard). The road block shall be confirmed by the competent authority.
2. Compensation

The insurer shall refund the additional costs incurred in the booked quality (individual cover). If the insured event affects a large number of insured persons, the total compensation for all events occurring in one calendar week (Saturday to Friday) within Europe shall be limited to a maximum amount of € 3,630,000 (collective cover). Should the sum of all claims from individual cover be greater than the aforementioned collective cover then the compensation for each insured individual shall be reduced in proportion to the sum by which all individual claims from individual cover exceed the maximum amount for collective cover, so that at most the maximum amount covered by collective insurance is paid out as compensation.

Artikel 18 Search and recovery costs

1. Insured event

The insured person must be recovered uninjured, injured or dead because

 - 1.1. he has suffered an accident;
 - 1.2. he is in distress in the mountains or at sea;
 - 1.3. there is a justified assumption of one of the situations specified under Sec. 1.1. and 1.2.
2. Compensation

The insurer shall refund the proven costs of the search for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

Insurer:
Europäische Reiseversicherung AG
Kratowhijlestraße 4, A-1220 Vienna
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E-mail: info@europaeische.at, www.europaeische.at

Commercial register HG Wien FN 55418y, DVR-Nr. 0490083
Supervisory authority: FMA Financial Market Authority,
Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna