

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions (hotel Industry) 2012 (ERV-RVB Hotel Industry 2012) the „EUROPÄISCHE Reiseversicherungsbedingungen Hotellerie 2012 (ERV-RVB Hotellerie 2012)“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

EUROPÄISCHE travel insurance conditions (Hotel Industry) 2012 (ERV-RVB Hotel Industry 2012)

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

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I. General section

Article 1 **Who is insured?**

Insured persons are the persons specifically named in the proof of insurance.

Article 2 **Where does the insurance cover apply?**

The insurance cover shall apply in Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira and the Canary Islands.

Article 3 **When does the insurance cover apply?**

1. The insurance cover shall apply to one journey up to the selected duration of insurance. The following provisions relating to the journey are to be applied accordingly to accommodation agreements also.
2. The insurance cover begins with the leaving of the town of residence or of second residence or of the place of work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance.

The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (in the case of conclusion by means of bank payment form, on the day after payment has been made, at 0.00 hrs.) and shall end upon the start of the trip.

Article 4 **When does the insurance have to be taken out?**

1. Insurance must be taken out before the start of the journey.
2. The insurance must be taken out at the same time as the journey is booked.
If the insurance is taken out on the basis of an insurance offer which has been sent with the booking confirmation, insurance taken out not later than five days after the journey is booked is deemed to have been taken out at the same time as the journey is booked.
If the insurance is not taken out at the same time as the journey is booked, cover for trip cancellation benefits does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 14).
3. It is not possible to prolong the insurance protection after the start of the journey.

Article 5 **When does the premium have to be paid?**

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

Article 6 **What is not insured (exclusions)?**

No cover is provided in respect of events which

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;
2. occur in the context of participation in navy, military or air force services or operations;
3. are connected with war, civil war, war-like conditions and internal unrest and 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;
4. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
5. are caused by strike;
6. are caused by the suicide or attempted suicide of the insured person;
7. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
8. are caused as a result of official orders;
9. 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 or explosive (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;
10. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
11. 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;
12. result from the use of paragliders and hang-gliders (not applicable in respect of trip cancellation);
13. arise in the context of participation in motor sports competitions (including points events and rallies), the training trips associated therewith, motorised journeys on racing tracks and motor sports events (not applicable in respect of trip cancellation);
14. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);
15. 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);
16. 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);
17. 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 trip cancellation).

Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15 and 22.

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 the insured trip.
2. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

Article 8

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

The insured person must fulfil the following obligations, otherwise no payment will be made:

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;
2. immediately inform the insurer about the event insured against;
3. provide the insurer with full written information about the damaging event and the amount of the loss;
4. 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;
5. 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;
6. 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.

In addition to these general obligations, special obligations are set out in Art. 16.

In the event of the intentional violation of any obligation, the insurer is released from payment; in the event of grossly negligent violation, the insurer is released from payment only insofar as the violation has influenced the ascertainment of the event insured against or of the amount of the benefit, or has influenced the actual amount of the benefit.

Article 9

How do declarations have to be made?

Unless otherwise agreed, the written form is necessary for notifications and declarations of the insured to the insurer.

Article 10

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

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

Article 11

When is the compensation due?

1. 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.
2. If official investigations or proceedings have been initiated in connection with the insured event, the insurer shall be entitled to raise a defence that the debt is not yet due until conclusion of such.

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.

II. Special section

A: Trip cancellation and trip interruption

Article 14

What is insured?

1. The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance (e.g. hotel or rental arrangement). Additionally booked benefits and travel expenses can be insured.
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 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 up to the 35th week of pregnancy inclusive (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 writing when the policy is taken out; per booking 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 immediately 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) immediately 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 immediately 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.

Only in respect of "Hotelstorno Premium" insurance package, the following trip cancellation and trip interruption reasons (Sec. 2.13. to Sec. 2.32.) are covered:

- 2.13. fracture of prostheses of the insured person, if this necessarily results in incapacity to undertake the booked trip;
 - 2.14. organ transplant of the insured person as donor or recipient;
 - 2.15. unexpected serious illness, serious physical injury caused by an accident or death of
 - an additional person in a close personal relationship (this person must be specifically named to the insurer in writing when the policy is taken out; consequently, a total of two closely related persons may be named per booking),
 - the person who has been entrusted, in place of the insured person and for the duration of the trip, with the care of family members who are of minority age or in need of care, and who are not co-travellers, if as a result the provision of such care is not possible,
 - the employee or colleague in the same company who is deputising for the insured for the duration of the trip, making the presence of the insured person at the place of residence absolutely necessary;
 - 2.16. resignation of the employee or colleague in the same company who is deputising for the insured person for the duration of the trip, as a result of which the presence of the insured person at the home town or city is urgently necessary;
 - 2.17. dissolution of life partnership (existing for at least six months, not necessarily living at the same address) immediately before the insured joint trip of the partners affected (an affidavit must be provided by the affected partners);
 - 2.18. abduction or disappearance of a family member (police notification necessary);
 - 2.19. criminal act involving threat or use of force against the insured person;
 - 2.20. significant financial damage (valued at over € 5,000) to the property of the insured person as a result of a crime against property (theft, damage to property etc.) or accident within one month prior to the start of the trip;
 - 2.21. theft of travel tickets, passport (still valid for the booked trip) or driver's licence (for self-drive trips), if these are needed for the trip and replacements cannot be procured in time;
 - 2.22. damage caused by third parties or by an accident (not breakdown) or theft of the private vehicle of the insured person, with which the trip should be performed, before or during the direct arrival, if the trip cannot be carried out as planned as a result (repair not possible in time, replacement vehicle not available);
 - 2.23. traffic accident involving the private vehicle of the insured person on the direct way to the railway station/airport/port, if the booked regular departure for the insured trip is missed as a result;
 - 2.24. unexpected serious illness, serious physical injury caused by an accident or death of a dog, cat or horse (pets) whose permanent owner is the insured person, making the presence of the insured person absolutely necessary for the care of the pet;
 - 2.25. necessary neighbourly assistance by the insured person in the event of a disaster (flood, landslide, accumulation of flood debris, avalanche, earthquake, snow pressure, hurricane, landslip);
 - 2.26. necessary disaster aid by the insured person as a member of the fire service or rescue service;
 - 2.27. calling of the insured person to a military exercise of the Federal Army, provided the trip booking is not accepted as a reason for non participation;
 - 2.28. unforeseen taking up of a new employment relationship by the insured person, if the insured trip takes part in the first six months of the new professional activity; employment relationship designates an employment relationship between the employee and the employer which is subject to payment of social insurance contributions and is governed by an employment contract. Cover is provided in respect of employment relationships that are subject to payment of social insurance contributions and where the working week is at least 15 hours, envisaged for a period of at least one year;
 - 2.29. necessary repetition by the insured person of a failed examination at a school/university, if the repeat exam is unexpectedly held in the trip period or within 14 days of the planned end of the trip, and the trip has been booked before the date of the examination which has not been passed;
 - 2.30. non advancement of a pupil to the next school grade, if the trip in question is a class trip;
 - 2.31. failure in a final examination class of an educational course of at least 3 years' duration by the insured person, immediately before the travel date for the insured trip;
 - 2.32. cancellation of a wedding which was the reason for the insured person's trip. If several insurance contracts are concerned of the cancellation, a maximum of € 40,000 is reimbursed for each cancelled wedding.
3. The insured event shall apply to the insured person concerned and additionally for the following co-travelling persons with equivalent insurance:
 - family members of the insured person concerned;
 - per insured event a maximum of three further persons.
 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), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

Article 15
What is not insured (exclusions)?

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance 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 which has been treated
 - 2.1. on an outpatient basis in the last six months or
 - 2.2. on an inpatient basis in the last nine months
 before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations);
3. the travel company, the hotelier or the lessor 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 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;
 2. in the event of trip interruption the paid but unused parts of the insured trip;
- No reimbursement is paid for gun fees and hunting licences in the context of hunting trips.

B: Delayed arrival and involuntary extension of holiday**Article 18****What costs are reimbursed in the event of delayed arrival?****1. Insured event**

An insured event has occurred if one of the following events occurs during the journey to the booked place of stay and as a result it is not possible to reach the place of stay on the booked date:

- 1.1. accident or traffic accident of the insured;
 - 1.2. technical failure of the private vehicle used;
 - 1.3. delay of a public means of transport (including flight delay) of at least two hours (based on delayed arrival at the destination). No insurance cover is provided in the event of natural disasters, closing of airspace, closing of airports, closing of roads, traffic congestion, flight delays where connecting flight tickets have been booked and the minimum transfer times have not been observed;
 - 1.4. Road closure due to a local weather event (e.g. avalanche risk, flood debris, flooding).
- Confirmation of the facts must be obtained from the airline, the transport provider or the competent authority.

2. Compensation

Reimbursement is provided for the necessary and proven additional costs in respect of overnight accommodation and meals up to the agreed insured sum (single cover). If the compensation arising from one event (e.g. the general weather situation) in respect of several insured events during one calendar week (Saturday to Friday) within the geographical scope as described in Art. 2 exceeds € 800,000 (cumulative claim limit), the compensation allocated to the individual insured is reduced in proportion. In this case the insurer is liable for the compensation arising from the individual contract according to the ratio of this cumulative claim limit to the sum of all compensation amounts arising from the insurance contracts concerned.

Article 19**What costs are reimbursed in the event of involuntary extension of holiday?****1. An insured event has occurred if the insured cannot end the booked stay as planned because:**

- 1.1. an accident has occurred,
 - 1.2. he has fallen ill, or
 - 1.3. a road has been closed due to a local weather event (e.g. avalanche risk, flood debris, flooding)
- In the case of a road closure, confirmation must be obtained from the competent authority.

2. Compensation

The insurer reimburses the additional costs arising in the quality as booked up to the agreed insured sum (single cover). If the compensation arising from one event (e.g. the general weather situation) in respect of several insured events during one calendar week (Saturday to Friday) within the geographical scope as described in Art. 2 exceeds € 4,000,000 (cumulative claim limit), the compensation allocated to the individual insured is reduced in proportion. In this case the insurer is liable for the compensation arising from the individual contract according to the ratio of this cumulative claim limit to the sum of all compensation amounts arising from the insurance contracts concerned.

C: Search and Rescue, benefits following an accident**Article 20****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 agreed insured sum the proven costs of the search and rescue for the insured person and his transport to the nearest trafficable road or to the nearest hospital.

Article 21**What is covered in the event of physical injury due to an accident?**

1. The insured event is the occurrence of physical injury to the insured as a result of an accident during the booked trip.
2. The insurer reimburses, up to the agreed insured sum, the necessary proven costs in respect of
 - 2.1. transport to the nearest hospital;
 - 2.2. initial medical treatment;
 - 2.3. home transport with medically suitable means of transport;
 - 2.4. return journey (travel costs) of the insured using the least expensive appropriate means of transport;
 - 2.5. transport of vehicle and luggage to the place of residence, if the vehicle is 50 km or more from the place of residence and the insured and the other persons travelling with the insured are not able to drive the vehicle.
3. If the insured suffers an accident during the booked trip and a rigid dressing (plaster cast) is applied on the basis of medical necessity, the insured receives € 50 for each remaining day of the booked holiday after the rigid dressing has been applied.
4. The doctor's and/or hospital bills must include the name and date of birth of the insured and the nature of the illness and treatment. The bills or receipts must be made out in German, English, Italian, Spanish or French, otherwise the costs of translation will be offset.
5. Payments will be made in Euros. Currencies will be converted on the basis of the proven exchange rate, provided the purchase of the currencies in question is proven. If no proof is provided in this regard, the exchange rate as stated in the Official Journal of the Austrian Fiscal Administration [Amtsblatt der Österreichischen Finanzverwaltung] on the date of the insured event is applied.

Article 22**What is not insured (exclusions)?**

No insurance cover is provided in respect of accidents

1. in the context of the use of aircraft, except as a passenger in a motor aircraft for which a passenger transport permit has been obtained. A passenger is deemed to be any person who is not causally connected with the operation of the aircraft, or a member of the crew, or exercising any professional activity by means of the aircraft;
2. in the context of driving land or water vehicles, if the driver does not possess the driver authorisation necessary for the use thereof in the country where the accident occurs. This applies even if the vehicle is not driven on roads where there is public traffic.

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