

Extract from the **EUROPÄISCHE** Travel Insurance Terms and Conditions
for the Hotel Industry (ERV-RVB Hotellerie 2005)
in the version of Special Condition Nr. 1

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II. Specific Section

Cancellation coverage in case of incapacity to travel, premature termination and delayed commencement of the booked stay

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I. General Section

Article 1 **Insured persons**

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

Article 2 **Period of validity**

Insurance coverage for insured events, i.e.

1. incapacity to make the journey and delayed commencement of the booked holiday (Art. 13 - 14), shall begin at midnight on the day after payment of the premium and shall end upon commencement of the booked holiday (but see Art. 6, Sec. 2.);
2. unscheduled termination (Art. 13) shall begin upon departure from the primary or secondary place of residence and end upon the return to such place or with the prior expiry of the insurance coverage.

Article 3 **Subject-matter of the insurance and geographic scope**

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 Austria and South Tyrol.

Article 4 **Exclusions**

1. Insurance cover is not provided for events which
 - 1.1. are caused by wilful act or gross negligence of the insured; the same applies to an act or omission which must in all probability be expected to cause damage and is nonetheless accepted;
 - 1.2. occur in connection with hostile activities of any kind;
 - 1.3. occur as a result of violence on the occasion of a public gathering or demonstration if the insured person actively takes part therein;
 - 1.4. are caused by the suicide or attempted suicide of the insured person;
 - 1.5. are caused as a result of official orders;
 - 1.6. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as valid at the time, or by nuclear energy;
 - 1.7. are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, narcotic substances or medication;
 - 1.8. result from the exercise of a job-related manual activity (does not apply for insurance against cancellation in the event of non-commencement of the journey);
 - 1.9. result from the use of paragliders and hang-gliders, from participation in motor sport competitions (including classification drives and rallies) and any corresponding training drives (does not apply for insurance against cancellation in the event of non-commencement of the journey);
 - 1.10. occur during participation in provincial, federal or international sports competitions and during official training for such events (does not apply for insurance against cancellation in the event of non-commencement of the journey);

2. There shall be no insured event if
- 2.1. the reason for the cancellation or premature termination of the journey is linked to
 - one of the following illnesses/methods of treatment of the insured person: psychological illnesses (subject to the provisions of Art. 13, Sec. 1.1.), dialysis, organ transplants, AIDS, schizophrenia;
 - one of the following illnesses of the insured person for which the insured person has received in-patient treatment within the last 12 months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
 - 2.2. one of the reasons pursuant to Art. 13 already applied or was predictable at the time of the conclusion of the insurance;
 - 2.3. the hotelier/landlord withdraws from the contract;
 - 2.4. the specialist physician/medical examiner instructed by the insurer (see Art. 7, Sec. 3) does not confirm the incapacity to travel.

Article 5

Insurance sum

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

Article 6

Insurance conclusion and commencement of coverage

1. Conclusion of insurance
Insurance must be concluded at the same time the journey is booked; in case of bookings with down payment, at the same time the down payment is made. If the insurance is concluded using a policy payment form sent by mail then conclusion shall be deemed as simultaneous if it occurs at the latest five days after the journey was booked (or down payment made).
2. Commencement of insurance concluded at a later date
For insurance concluded at a later date coverage against cancellation and delayed commencement of the journey (notwithstanding Art. 2, Sec. 1.) shall commence on the 10th day after conclusion of the insurance (with the exception of death, accident or acts of God as described in Art. 13).

Article 7

Obligations

Failure to comply with the following obligations shall release the insurer from the obligation to provide benefits pursuant to Section 6 of the Insurance Contract Act:

The insured person shall

1. Prevent insured events as far as possible or minimise their consequences and in doing so comply with any instructions issued by the insurer;
2. Inform the booking office (travel agent, hotel, landlord, etc.) and the insurer truthfully and comprehensively in writing of cancellation (see Art. 13) as soon as possible after an insured event has occurred/the incapacity to travel has been established, and by telephone or fax if cancellation occurs within three days of the date of travel. In case of cancellation due to medical reasons a comprehensive medical certificate/accident report shall be submitted as soon as possible with the written claims notification. In case of mental illness the incapacity to travel shall be confirmed by a psychiatrist;
3. Upon the insurer's request agree to be examined by a specialist physician/medical examiner appointed by the insurer;
4. In case of premature termination of the journey due to medical reasons provide an appropriate certificate issued by the attending physician on location (see Art. 13, Sec. 1.);
5. Complete and send to the insurer as soon as possible after receipt any forms required by the insurer for claims processing;
6. Return to the insurer on request any unused travel documents (tickets, hotel vouchers, etc.);

7. Undertake within reason any activity which may contribute to clarifying cause, course and consequences of the insured event;
8. Empower and cause all authorities and physicians and/or hospitals, social insurance funds and private insurers involved in the insured event to provide the information requested by the insurer;
9. Notify the public security authority responsible immediately of damage caused by criminal acts, stating in precise detail the facts of the case and the extent of the damage, and to have such notification confirmed;
10. To deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as police reports or confirmation supplied by sport shops concerning damage to sports equipment.

Article 8
Form of declarations

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

Article 9
Subsidiarity

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

Article 10
Due-date of compensation payment

1. Once the insurer's obligation to pay has been determined as regards reason and amount, the compensation payment shall be due 2 weeks thereafter.
2. 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.

Article 11
Assignment and pledging of insurance claims

Insurance claims can only be assigned or pledged if they have been finally determined as regards reason and amount.

Article 12
Place of jurisdiction

Claims resulting from the insurance agreement can be asserted before the court with substantive and local jurisdiction.

II. Specific Sections

A: Cancellation coverage in case of incapacity to travel, premature termination and delayed commencement of the booked stay

Article 13

Cancellation coverage for non-commencement or premature termination of a journey

1. Insured event
An insured event shall be if a journey cannot be commenced or is prematurely terminated for one of the following reasons:
 - 1.1. 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 with regards to the booked journey. Psychological complaints that occur for the first time after the respective journey has been booked or the respective insurance has been concluded, are insured if they require in-patient treatment or treatment by a psychiatrist. Existing complaints (subject to the provisions of Art. 4, Sec. 2.) are only insured if they become acute unexpectedly;
 - 1.2. pregnancy of the insured person making the booking, if the pregnancy is only determined after booking the holiday. 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;
 - 1.3. suddenly occurring serious illness or serious health consequences resulting from an accident or death of a family member not included in the booking, making the presence of the insured person at the place of residence absolutely necessary; family members shall be the spouse (or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren), parents (step-parents, parents-in-law, grandparents) and siblings of the insured person.
 - 1.4. serious damage to the property of the insured person making the booking 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;
 - 1.5. loss of the place of work without fault as a result of notice of termination issued by the employer to the insured person making the booking;
 - 1.6. a call-up of the insured person making the booking to military service or alternative civilian service, provided that the competent authority does not recognise the booked holiday as a reason for postponing the call-up;
 - 1.7. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court immediately before a joint holiday of the spouses affected;
 - 1.8. failure to pass a graduation examination, or a similar final examination for a course of education lasting at least 3 years, by the insured person making the booking immediately before the date of an insured holiday booked before the examination;
 - 1.9. receipt of an unexpected summons of the insured person making the booking, provided that the competent court does not accept the holiday booking as a reason for postponing the summons.
2. The insured event shall apply to the insured person concerned, his/her insured family members and for a maximum of three further insured persons travelling at the same time. The following persons are considered to be family members: the insured person's spouse (or live-in partner), children (step-children, children-in-law, grandchildren), parents (step-parents, parents-in-law, grandparents), and siblings.

3. Amount of compensation

The insurer shall refund within the limits of the specified insured amounts

- 3.1. for withdrawal from the journey on the basis of the Austrian Terms and Conditions for Hotel Contracts (Österreichischen Hotelvertragsbedingungen (ÖHVB)) the costs that were contractually due to the hotelier/landlord at the time of the occurrence of the insured event, but limited to the following maximum amounts:
- 3.1.1. withdrawal from the journey up to 3 months before the commencement date: no compensation;
- 3.1.2. withdrawal from the journey within 3 months and up to 29 days before the commencement date: room price without board for 3 days;
- 3.1.3. withdrawal from the journey within 28 days before the commencement date:
- for rooms/apartments without board: 100 % of the cost of the journey
 - for rooms/apartments with breakfast: 80 % of the cost of the journey
 - for rooms/apartments with half or full board 70 % of the cost of the journey.
- 3.2. in case of premature termination: those parts of the rental and/or hotel arrangement which have been paid for but not used (excluding travel costs).

Article 14

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 South Tyrol shall be limited to a maximum amount of € 300 000 (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.