

### Dear guest,

no doubt you are looking forward to your holiday. However, anything might happen before you set off, or during your holiday! Prepare for any such event by taking out a hotel cancellation plus policy now.

### Benefits

#### 1. Cancellation cover:

Cancellation fee reimbursement if you are unable to make the trip

#### 2. Termination of your journey:

Reimbursement of the booked but unused part of the arrangement

#### 3. Delayed commencement of your booked stay:

Reimbursement of costs incurred for overnight board and lodging

#### 4. If you have to extend your stay involuntarily:

Reimbursement of additional costs incurred on location

#### 5. Search and rescue costs:

In case of distress at sea or in the mountains (including helicopter rescue)

### When is there insurance protection for cancellation / termination of the journey

- Suddenly occurring serious illness, serious accident or death of the insured person or a family member
- Pregnancy of the insured person
- Damage to property
- Loss of job without fault
- Call-up to basic military or civilian service
- Submission of an action for divorce
- Failure to pass the school-leaving certificate examination
- Judicial summons

#### Please note:

Existing medical conditions (but see Art. 13, ERV RVB Hotellerie 2007) are only insured if they unexpectedly become acute.

Cover applies in respect of stays of up to 31 days' duration in Europe.

### Premium

**The premium is 5 % of the cost of the booked journey.**

Example: Cost of journey € 1.000,- x 5 % = € 50,- insurance premium

**Note:** The premium is based on the overall room/apartment price (including any booking charges) for all insured persons. Please note that the maximum insurable travel cost (maximum insured amount) is limited to € 4.000,- per person and € 10.000,- per booking. The minimum premium is € 5,- per insurance policy concluded.

### How you can take out your policy

1.

#### BANK TRANSFER / TELEBANKING

##### 1. Calculate your premium.

##### 2. Fill in a bank transfer mandate.

It is **essential** that you state the following data (if using **TELEBANKING** in the "Allocation / purpose of payment" field):

- Policy number
- Start of journey (DD.MM.YYYY): e.g. "01.12.2010"
- Number of persons: e.g. "2"
- Surname(s) and forename(s) of the insured person(s): e.g. "Anyone Manuela, Anyone Max"

##### 3. Pay in the premium.

Please note: If the data referred to above are not stated in full, cover may not apply, or may apply only in a limited extent.

#### OUR BANK DETAILS:

**Payee:** Europäische Reiseversicherung AG, Kratochwjlestraße 4, A-1220 Vienna, AUSTRIA

<b>Austria:</b>	Bank Austria Creditanstalt	Account number: 0066 00449 04, Bank sort code: 12000 IBAN: AT 63 1100 0006 6004 4904, BIC: BKAUATWW
<b>Germany:</b>	Sparkasse Riezlern	Account number: 189 779, Bank sort code: 733 516 35 IBAN: DE 08 7335 1635 0000 189 779, BIC: BYLADEM 1 ALR
<b>Switzerland:</b>	Credit Suisse	Account number: 394 577-81, Bank sort code: 4835 IBAN: CH 70 0483 5039 4577 81000, BIC: CRESCHZZ 80 L
<b>Italy:</b>	Banca Popolare dell'Alto Adige Società cooperativa a.r.l.	Account number: 061 571 098 405, ABI: 05856, CAB: 11608 IBAN: IT 70 A058 5611 6080 6157 1098 405, BIC: BPAAIT2B061

**OR**

2.

#### INTERNET

To take out your policy directly over the Internet, please click here on the following Link:

<http://hotel.europaeische.at/hsp?AGN=10016590>

**Note:** When you take out your policy on the Internet, you will receive an e-mail with a new policy number. This e-mail is your insurance policy and constitutes confirmation of your insurance cover.

## Who is insured?

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.

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.

## When does the insurance protection apply?

The policy must be taken out at the latest within 5 working days following booking or down payment (if the booking only becomes valid once the down payment has been received). Coverage shall take effect at 0.00 hrs of the day following payment of the premium. If the policy is taken out later than this, cover is provided only from the 10<sup>th</sup> day after the policy has been taken out.

## What should you do in case of a claim?

In the event of a claim please proceed as follows:

Provision of services	What can I do?
<b>1. Cancellation cover:</b> Cancellation fee reimbursement if you are unable to make the trip → up to the value of the journey booked	Immediately inform your host (e.g. hotel) 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.
<b>2. Termination of your journey:</b> Reimbursement of the booked but unused part of the arrangement → up to the value of the journey booked	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!
<b>3. Delayed commencement of your booked stay:</b> Reimbursement of costs incurred en route for over-night board and lodging → up to 20 % of the value of the booked trip (max. € 400,-)	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.
<b>4. If you have to extend your stay involuntarily:</b> Reimbursement of additional costs incurred on location → up to 50 % of the value of the booked trip (max. € 2.000,-)	
<b>5. Search and rescue costs:</b> In case of distress at sea or in the mountains (including helicopter rescue) → up to € 7.500,-	In case of a claim please inform the EUROPÄISCHE immediately by telephone or fax stating the details of the event.

## General terms and conditions

The insurance agreement is based on the conditions of EUROPÄISCHE travel insurance conditions for the hotel industry (ERV-RVB Hotellerie 2007), which you will find on page 3 to 5. The insurance contract is subject to Austrian law. By paying the insurance premium the insured person declares agreement with the expressed provisions and insurance terms and conditions.

## Details and information

### Europäische Reiseversicherung AG

Kratochwjlestraße 4, A-1220 Vienna.

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

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

**Emergency telephone service 24 hours a day: +43/1/50 444 00**

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)

### I. General section

#### Article 1 • Insured persons

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

#### Article 2 • Time scope of application, conclusion of insurance

1. Cover starts, in respect of events insured against:
  - 1.1. 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.);
  - 1.2. 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.
2. 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).
3. In any event the insurance must be taken out before the start of the journey.

#### Article 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.

#### Article 4 • Exclusions

1. Insurance cover is not provided for events that
  - 1.1. 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;
  - 1.2. are in connection with events of war of any kind;
  - 1.3. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.4. are caused by the suicide or attempted suicide of the insured;
  - 1.5. occur on journeys having the character of an expedition in unexplored or unresearched areas;
  - 1.6. are caused as a result of official orders (exception: Art. 16, Sec. 2. and Art. 17);
  - 1.7. 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);
  - 1.8. are caused by influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.9. 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 medications;

- 1.10. result from the use of paragliders and hanggliders (not applicable in respect of cancellation cover in the event of non-commencement of journey);
  - 1.11. 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);
  - 1.12. 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);
  - 1.13. occur during diving if the insured person does not hold the internationally valid authorisation for the depth of the dive in question;
  - 1.14. 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).
2. Alongside these general exclusions from insurance protection, specific exclusions are regulated in Article 13.

#### Article 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.

#### Article 6 • Payment of premium

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

#### Article 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:

1. The insured person shall
  - 1.1. prevent insured events as far as possible or minimise their consequences, thereby complying with any instructions by the insurer;
  - 1.2. 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;
  - 1.3. 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;
  - 1.4. do everything reasonable to clarify the causes, course and consequences of the insured event;
  - 1.5. 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;
  - 1.6. 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;
  - 1.7. 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;
  - 1.8. 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.

## Article 8 • Form of declarations

The written form shall be required for notifications and confirmations 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 for compensation

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 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 in terms of reason and amount.

## II. Special section

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

#### Article 12 • Insured event

1. An insured event shall be if the journey cannot be commenced or is broken off 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. Psychological complaints that occur for the first time are insured if they require inpatient treatment or treatment by a psychiatrist.  
Existing complaints (subject to the provisions of Art. 13) are only insured if they become acute unexpectedly;
  - 1.2. 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;
  - 1.3. 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;
  - 1.4. 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;
  - 1.5. loss of job without fault, as a result of notice of termination issued by the employer to the insured person making the booking;
  - 1.6. 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;
  - 1.7. 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;
  - 1.8. 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;
  - 1.9. receipt of an unexpected judicial summons of the in-

sured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.

2. 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.

#### Article 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.

#### Article 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.

#### **Article 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**

##### **Article 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.

##### **Article 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.

##### **Article 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**

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