

PLEASE NOTE: This document contains only the most important information relating to your insurance contract. The insurance policy, the Coverage Description as well as the EUROPÄISCHE travel insurance conditions ERV-RVB 2023 provide for the complete pre-contractual and contractual information.

What is this type of insurance?

CancellationCover is a trip cancellation insurance for one trip.



What is insured?

- ✓ If a trip has not been commenced or the trip is interrupted.
- The following are insured events (non-exhaustive list):
- ✓ unexpected serious illness also due to pandemics and epidemics
- ✓ serious physical injury caused by an accident
- ✓ death
- ✓ pregnancy and pregnancy complications
- ✓ significant property damage to one of your residences as a result of natural events, fire, burst water pipes or a criminal act
- ✓ If you cannot commence your trip, we will reimburse the cancellation costs you owe under the travel contract up to the insured trip price.
- ✓ If a trip has been cancelled, we pay the unused travel services up to the amount of the insured journey costs as well as the additional return journey costs.



What is not insured?

- ✗ deliberate or gross negligent acts by the insured person
- ✗ war, civil war, war-like conditions or civil unrest
- ✗ journeys which have been undertaken in spite of travel warnings
- ✗ considerable impairment due to alcohol, addictive drugs or medicaments
- ✗ if the reason for trip cancellation had already occurred or was foreseeable at the time the insurance was taken out or the reason for trip curtailment had already occurred or was foreseeable at the time the trip started



Are there any restrictions on cover?

- ! The occurrence of a pregnancy is only insured if the insurance was taken out within 3 days of booking the trip.



Where am I covered?

- ✓ The insurance cover applies worldwide, with the exception of Afghanistan, Belarus, Myanmar (Burma), Iran, Crimea, North Korea, Russia, Syria and Venezuela.



What are my obligations?

- You must notify the insurer of the occurrence of the insured event as soon as possible after you have become aware of it and provide the insurer with comprehensive information about the event and the extent of the loss.
- If an insured reason for trip cancellation occurs, you must cancel the trip as soon as possible to limit the cancellation costs as far as possible.
- Where possible, you must help to establish the facts of the claim, must provide the insurer with all relevant information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability.



When and how do I pay?

The premium is payable once and immediately on conclusion of the insurance contract in accordance with the agreed method of payment.



When does the cover start and end?

Only trips with a duration of up to 3 months are insured.
Insurance cover is subject to payment of the premium.

Trip cancellation insurance: Insurance cover is provided from the taking out of the insurance.

If the policy is taken out later than 3 days after the booking date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or acts of God).

For **all other insurance benefits**, the insurance cover begins at the start of the trip.

The insurance cover ends on return from your trip or on earlier expiry of the insurance.



How do I cancel the contract?

The insurance contract terminates automatically at the end of the trip or if the maximum duration of an insured trip is exceeded (3 months).

This insurance product information document is based on the Commission Implementing Regulation (EU) 2017/1469 of 11 August 2017 implementing Directive (EU) 2016/97 of the European parliament and Council of 20 January 2016 on insurance distribution.

Europäische Reiseversicherung AG, Registered office in Vienna, Kratochwjlestraße 4, A-1220 Vienna.

Phone: +43 1 317 25 00, E-Mail: info@europaeische.at, www.europaeische.at

Commercial reg. 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.

What is insured?

Trip cancellation	
1. Cancellation costs if trip not started (incl. booking charges)	up to the selected travel price
<p>! If the policy is taken out later than 3 days after the booking date, only such events are insured that occur after the 10th day after the policy has been taken out (except in cases of accident, death or act of God).</p>	
Trip interruption	
2. Reimbursement of booked and unused travel services	up to the selected travel price
3. Additional return journey costs	up to 100 %
24 hour emergency service and immediate assistance worldwide	yes

Only trips with a duration of up to 3 months are insured.

What has to be done if claim occurs?

In the event of an **emergency**, please contact us as soon as possible on the

24-hour emergency number

+43 1 50 444 00

Please notify **other insured events** as soon as possible by

- **Online Claim Report** at www.europaeische.at/en/service/start-your-claim
After entering your data, you will immediately receive your claim number with information on how to proceed. Furthermore, you can also upload the required documents immediately.
- **E-Mail** to schaden@europaeische.at
- **Post** to
Europäische Reiseversicherung AG,
Claims-Management
Kratowjlestraße 4, A-1220 Vienna

If you have any **questions**, our Claims-Management is also available by telephone:
Tel: +43 1 317 25 00.

Premiums

Travel price up to	Single/ more than one person
€ 150	€ 13
€ 200	€ 17
€ 300	€ 25
€ 400	€ 34
€ 500	€ 43
€ 600	€ 52
€ 800	€ 66
€ 1,000	€ 80
€ 1,200	€ 94
€ 1,400	€ 108
€ 1,600	€ 122
€ 1,800	€ 136
€ 2,000	€ 150
€ 2,200	€ 161
€ 2,600	€ 186
€ 3,000	€ 200
€ 3,500	€ 238
€ 4,000	€ 276
€ 5,000	€ 345
€ 6,000	€ 414
€ 7,000	€ 483
€ 8,000	€ 552
€ 9,000	€ 621
€ 10,000	€ 690
€ 11,000	€ 760
€ 12,000	€ 830
€ 13,000	€ 900
€ 14,000	€ 970
€ 15,000	€ 1,040

Where am I covered?

The insurance cover applies worldwide, with the exception of Afghanistan, Belarus, Myanmar (Burma), Iran, Crimea, North Korea, Russia, Syria and Venezuela

Who is insured?

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

If you take out the insurance provided under CancellationCover for more than one person travelling together and choose the premium based on the total price of the trip for all travellers jointly, the insured sum applies to all travellers jointly being the maximum payment of the insurer for all insured events prior and during a trip.

Which contractual basis applies?

The insurance product is subject to the EUROPÄISCHE travel insurance conditions ERV-RVB 2023. Austrian law applies.

Who is the insurer?

Europäische Reiseversicherung AG,
Registered office in Vienna. Kratochwjlestraße 4, A-1220 Vienna
Tel.: +43 1 317 25 00, E-Mail: info@europaeische.at,
europaeische.at, Commercial register HG Wien FN 55418y.

Our information sheet on data is available at europaeische.at/en/legal/privacy or can be requested from our customer service.

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna.

The 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.



Mag. Wolfgang Lackner



Mag. (FH) Andreas Sturmlechner

EUROPÄISCHE Travel Insurance Conditions (ERV-RVB) 2023 for CancellationCover

Where references to individuals are only in the masculine form in these insurance conditions, they refer equally to all genders.

General conditions

Section 1

Who is insured?

1. Insured persons are the persons named in the insurance policy.

Section 2

Where does the insurance cover apply?

1. If cover is agreed to be valid "worldwide" (according to the tariff), then the insurance cover applies globally, with the exception of Afghanistan, Belarus, Myanmar (Burma), Iran, Crimea, North Korea, Russia, Syria and Venezuela.

Section 3

When does the insurance cover apply?

1. The insurance cover applies to one trip for the selected insurance period.
2. The insurance cover begins when the insured person leaves his or her main place of residence, a secondary place of residence or normal place of work and ends when the insured person returns to one of the above places or on earlier expiry of the insurance. Journeys between the above places are not covered by the insurance.
3. For trip cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
4. The conclusion of several insurance policies back to back is only allowed after specific agreement with the insurer.

Section 4

When do I have to take out the insurance?

1. The insurance must be taken out before the start of the trip. Taking out insurance during a trip is only allowed after specific agreement with the insurer.
2. Insurance policies with trip cancellation benefits must be taken out within 3 days of booking the trip at the latest. If the insurance is taken out after this date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God). Please note the special provision on "Pregnancy" as the reason for cancellation, under Section 11 subsection 2.1.5.

Section 5

When do I have to pay the premium?

1. The premium must be paid immediately after taking out the insurance.

Section 6

What is not insured (exclusions)?

1. No insurance cover is provided for events that:
 - 1.1. are caused intentionally or with gross negligence by the insured person; for personal travel liability insurance, there is only no insurance cover if the insured person intentionally caused the event to occur for which he/she is responsible to the third party;
 - 1.2. occur when participating in naval, military or air force services or operations;
 - 1.3. are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 1.4. are related to war, civil war, war-like conditions or civil unrest. If the insured person is caught up unexpectedly in such events during the insured trip, insurance cover is provided until the earliest possible departure. Under all circumstances, however, no insurance cover is provided for active participation in war, civil war, warlike conditions and civil unrest;
 - 1.5. occur on trips undertaken despite a travel warning. Travel warnings are all travel warnings (for an entire country) and partial travel warnings (for a specific area) issued by the Austrian Foreign Ministry. For travel warnings due to epidemics or pandemics, the exclusion only applies to events that are directly and causally related to the travel warnings. If a travel warning is issued during the insured trip that recommends urgent departure, insurance cover is provided until the earliest possible departure;
 - 1.6. occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - 1.7. are caused by strike action;
 - 1.8. are caused by suicide or attempted suicide of the insured person;
 - 1.9. occur when travelling in undeveloped or unexplored areas and at an altitude above 6000m;
 - 1.10. are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 1.11. are suffered by the insured person as a result of a significant impairment of his or her mental and physical condition due to alcohol, addictive poisons or medication;
 - 1.12. are caused while driving a motor vehicle if the driver does not possess the applicable motor vehicle licence that would be required to drive this motor vehicle in the country of the event; this also applies if such a vehicle is not being driven on roads with public traffic;
 - 1.13. occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons), except for use of parachutes and paragliders or as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who has no causal

connection with the operation of the aircraft, is not a crew member and does not exercise a professional activity by means of the aircraft. Subsection 1.13 does not apply to trip cancellation;

- 1.14. arise from participation as a driver, co-driver or passenger of a motor vehicle in driving events (including the associated training and qualification drives), where the aim is to cover a specified distance as quickly as possible or to overcome obstacles or difficult terrain, or driving on race tracks. Subsection 1.14 does not apply to trip cancellation;
 - 1.15. occur when participating in professional sport including training. Subsection 1.15 does not apply to trip cancellation;
 - 1.16. occur when participating in state, national or international sports competitions, as well as in official training for such events. Subsection 1.16 does not apply to trip cancellation;
 - 1.17. arise during dives if the insured person does not hold an internationally valid authorisation for the depth in question, except when participating in a diving course with an authorised diving instructor. In any circumstances, there is no insurance cover for dives at a depth of more than 40m. Subsection 1.17 does not apply to trip cancellation;
 - 1.18. arise as a result of the exercise of a manual activity in the course of business by the insured person. Ordinary activities in the context of staying as an au pair and in the hospitality and hotel industry are insured. Subsection 1.18 does not apply to trip cancellation;
2. Sanctions clause:
Where the policyholder or the insured person is a sanctioned person, a sanctioned company or a sanctioned organisation that is included on a sanction list of the United Nations, the European Union, the United States of America, the United Kingdom or the Republic of Austria, and to the extent of the sanction, no insurance cover shall be granted for them, no payment shall be made and no benefit shall be provided that is directly or indirectly due to them.
3. In addition to these general exclusions from insurance cover, special exclusions are also defined in Section 12.

Section 7

What do the sums insured mean?

1. The sums insured stated in the schedule of benefits of the insurance policy limit the insurer's liability for all insured events before and during a trip.
2. [...]
3. If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap.

Section 8

What do I have to do to maintain insurance cover (obligations)?

1. The following are defined as obligations, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(3) of the Austrian Insurance Contract Act (VersVG) (see Annex):
The policyholder or the insured person must:
 - 1.1. notify the insurer of the occurrence of the insured event as soon as possible after he or she becomes aware of it and must provide the insurer with comprehensive information about the event and the extent of the loss;
 - 1.2. if an insured reason for trip cancellation occurs, he or she must cancel the trip as soon as possible to limit the cancellation costs as far as possible;
 - 1.3. as far as possible, must help to establish the facts of the claim, must provide the insurer with all required information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability;
 - 1.4. as far as reasonable according to the circumstances in the individual case:
 - 1.4.1. hand over to the insurer any evidence proving the cause and amount of liability (such as cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Original receipts must be handed over to the insurer at the insurer's request, where the insurer reimburses the loss;
 - 1.4.2. in the event of illness or accident, have a corresponding certificate issued by the attending doctor (in the event of trip curtailment, by the local doctor);
 - 1.4.3. damage/loss that has occurred in the custody of a transport company or accommodation provider must be reported to the insurer as soon as possible after discovery and an official written statement of such must be requested;
 - 1.4.4. damage/loss caused by criminal acts must be reported to the local police force as soon as possible, giving a precise account of the facts and stating the extent of the damage/loss and an official written statement of such must be requested.
2. The following is defined as an obligation, the breach of which will result in the insurer being released from liability in accordance with the conditions and limitations of Section 6(1) of the Austrian Insurance Contract Act (VersVG) (see Annex): If the insured person is a US citizen or permanent legal US resident and travels to Cuba, he or she must prove that he or she has complied with all US regulations that apply to this trip, otherwise no insurance benefits or payments can be provided by the insurer.

Section 9

How do I submit statements or information?

All statements and information provided by the policyholder, the insured person and other third parties in connection with the insurance contract must be submitted via the insurer's online form, email, fax or post.

Section 10

What rules apply to entitlements under other insurance policies (subsidiarity)?

If benefits are also provided by other social or private insurance policies for an insured event, they take precedence (principle of subsidiarity, i.e. insurance cover only applies if corresponding loss is not covered by the other insurance). However, the claims of the insured person under this insurance contract remain unaffected, such that, if the insured person reports the insured event to the insurer, the insurer shall make advance payment and settle the claim in accordance with the conditions.

Specific conditions

A: Trip cancellation and trip curtailment

Section 11

What is insured?

1. The subject of the insurance is a booked trip. The following provisions relating to trips also apply in the same way to travel services.
2. An insured event occurs if the insured person is unable to commence the trip or part of the trip or has to curtail the trip for one of the following reasons:
 - 2.1. Medical reasons
 - 2.1.1. death of the insured person;
 - 2.1.2. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints, fracture or technical defect of prostheses or adverse reaction of the insured person to a vaccination, if the inability to travel for the trip is the result of one of these reasons;
 - 2.1.3. organ transplant of the insured person as donor or recipient;
 - 2.1.4. unexpected allocation or rescheduling of an operation appointment or an inpatient stay at a clinic for rehabilitation;
 - 2.1.5. premature birth or unexpected, severe pregnancy complications up to and including the 35th week of pregnancy.
The start of pregnancy is only insured if the insurance was taken out within 3 days of booking the trip at the latest;
 - 2.1.6. unexpected sports incapacity of the insured person due to illness or accident, if participation in booked sports services, which was the primary reason for the trip, is not possible as a result;
 - 2.2. Reasons related to work and education
 - 2.2.1. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 2.2.2. short-time work of the insured person as a result of non-seasonal economic difficulties of the company at which the insured person is employed if, as a result, the regular gross salary is reduced by at least 35% for a period of at least three consecutive months;
 - 2.2.3. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
 - 2.2.4. termination of employment by the employee or colleague at the same company who acts in place of the insured person for the duration of the trip, as a result of which the presence of the insured person is necessary;
 - 2.2.5. conscription of the insured person into basic military or civilian service or for a military exercise, provided that the competent authority does not accept the travel booking as a reason for postponing the conscription or as a reason for not participating in the military exercise;
 - 2.2.6. failure of the insured person to pass the school-leaving examination or a similar final examination following a school course of at least 3 years' duration immediately prior to the travel date of the trip that was booked before the examination;
 - 2.2.7. failure of the insured person to pass a final class following a school course of at least 3 years immediately before the date of the insured trip;
 - 2.2.8. failure of the insured person to progress to the next school level, in the case of a class trip;
 - 2.2.9. necessary repetition of a failed examination at a school/university by the insured person, provided that the repeat examination takes place unexpectedly during the trip period or within 14 days of the scheduled end of the trip and the trip was booked before the date of the failed examination.
 - 2.3. Family reasons
 - 2.3.1. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of family members or other close friends or relatives, as a result of which the presence of the insured person is required. The close friends or relatives must be named to the insurer in writing when the insurance is taken out; two close friends or relatives may be named per insured person;
 - 2.3.2. unexpected serious illness (including epidemic or pandemic diseases), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or

loosening of implanted joints or death (including suicide) of the person who, instead of the insured person, has been entrusted for the duration of the trip with the care of family members who are not travelling with the insured person and who are minors or in need of care, if the result of which is that care is not possible, as a result of which the presence of the insured person is necessary;

- 2.3.3. filing of the petition for divorce or dissolution (in the case of separation by mutual consent, the corresponding petition) at the competent court or abandonment of the joint place of residence before the insured joint trip of the spouses or partners affected;
- 2.3.4. dissolution of cohabitation (that has lasted for at least six months) before the insured joint trip of the cohabiting partners affected (affidavit of the cohabiting partners affected is required);
- 2.3.5. cancellation of the wedding or registration of civil partnership that was the reason for the future spouses or civil partners travelling together;
- 2.3.6. cancellation of the wedding or registration of civil partnership that was the reason for the insured person's trip as an invited guest. Note the limit under Section 13 subsection 1.5;
- 2.3.7. adoption of a minor by the insured person;
- 2.3.8. abduction of a family member of the insured person or family member of the insured person goes missing.
- 2.4. Crime and property damage
 - 2.4.1. significant material damage to the property of the insured person at one of his or her places of residence as a result of an Act of God (flood, storm, etc.), fire, burst water pipe or criminal act committed by a third party, as a result of which the presence of the insured person is necessary;
 - 2.4.2. criminal offence involving the threat or use of violence against the insured person;
 - 2.4.3. theft of travel tickets, passport (with sufficient remaining validity for the booked trip) or driving licence (for trips where insured person is driver) of the insured person if these are required for the trip and it is no longer possible to obtain a replacement in time;
 - 2.4.4. damage (not breakdown) or theft of the private vehicle for the trip, caused by third parties or by an accident, immediately before or during the trip, if as a result the trip cannot be made as planned (repair not possible in time and replacement vehicle not available);
 - 2.4.5. traffic accident involving the private vehicle on the direct route to the railway station/port, if the booked regular departure for the insured trip is missed as a result.
- 2.5. Other reasons
 - 2.5.1. unexpected serious illness or serious accidental bodily injury of a dog, cat or horse whose permanent owner is the insured person, as a result of which the presence of the insured person is necessary to care for the pet;
 - 2.5.2. necessary neighbourly assistance by the insured person in the event of a natural disaster (flood, landslide, mudslide, avalanche, earthquake, snow pressure, hurricane and landslide);
 - 2.5.3. necessary disaster relief by the insured person as a member of the fire brigade or rescue service;
 - 2.5.4. receipt of an unexpected court summons by the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons;
 - 2.5.5. unforeseeable refusal, through no fault of the insured person, of the visa required for the trip.
3. The insurance covers the event for the insured persons affected, their accompanying family members who have insurance of equal value and additionally per event up to a maximum of six further fellow travellers who have insurance of equal value. Anyone who is also insured with Europäische Reiseversicherung AG, Vienna, for such an insured event shall be deemed to have equivalent insurance cover.
4. Family member means a spouse (or registered partner or cohabiting partner), children (stepchildren, children-in-law, grandchildren, foster children, adopted children), parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), siblings, stepbrothers and sisters-in-law of the insured person; for a registered partner or cohabiting partner living in the same household, this also includes their children, parents and siblings.

Section 12

What is not insured (exclusions)?

There is no insurance cover:

- if the reason for trip cancellation had already occurred or was foreseeable when taking out the insurance or, if cancellation insurance was already taken out, when booking the trip; or
- if the reason for trip curtailment had already occurred or was foreseeable at the start of the trip.

Section 13

What costs are reimbursed?

The insurer reimburses:

1. for trip cancellation
 - 1.1. the cancellation costs you owe under the travel contract;
 - 1.2. official fees that the insured person has had to pay for his or her visa to be issued;
 - 1.3. booking fees, if reimbursing booking fees is included in benefits of the insurance product, they were already invoiced at the time of booking the trip, they are listed separately on the booking confirmation and were taken into account when selecting the insured sum, up to the following amounts:
 - airline tickets: max. €70.00 for price up to €700.00 (and max. 10% of the price) per ticket;
 - package tour, train, hotel, ferry, rental car, etc.: max. €25.00 per person or max. €50.00 per booking/family;

- 1.4. cancellation processing fees, if agreed in writing at the time of booking:
up to €25.00 per person or up to €50.00 per booking/family;
- 1.5. in the event of cancellation of a wedding in accordance with Section 11
subsection 2.3.6: the cancellation costs in accordance with subsection
1.1. If several insurance policies are affected by cancellation of a wedding,
a maximum of €40,000.00 will be reimbursed per cancelled wedding.
2. for trip curtailment
 - 2.1. the paid but unused parts of the insured trip.
 - 2.2. the additional travel costs incurred as a result of the early return trip.
These are the costs incurred as a result of it not being possible or being
only partially possible to use booked return tickets or other travel tickets.
For reimbursement of the return travel costs, the type and class of the
means of transport shall be based on the quality that was booked. If the
additional travel costs are reimbursed, the unused original return tickets
shall only be reimbursed minus the additional travel costs.
3. Shooting fees and hunting licences are not reimbursed.

Annex

Extract from the Austrian Insurance Contract Act (VersVG)

Section 6. Austrian Insurance Contract Act

(1) If the contract stipulates that, in the event of a breach of an obligation to be fulfilled vis-à-vis the insurer prior to the occurrence of the insured event, the insurer shall be released liability, the agreed legal consequence shall not apply if the breach is a breach without fault. The insurer may terminate the contract without notice within one month of becoming aware of the breach, unless the breach is deemed to be a breach without fault. If the insurer does not terminate within one month, it cannot rely on the agreed exemption from liability.

(1a) In the event of a breach of an obligation which is intended to maintain the equivalence between risk and premium underlying the insurance contract, the agreed exemption from liability shall furthermore only apply to the extent to which the agreed premium falls short of the premium provided for the higher risk in accordance with the tariff. In the event a breach of other obligations to report or give notice which have no influence on the assessment of the risk by the insurer, exemption from liability shall only arise if the obligation has been intentionally breached.

(2) If an obligation is breached which is to be fulfilled by the policyholder vis-à-vis the insurer for the purpose of reducing the risk or preventing an increase in the risk - irrespective of the applicability of subsection (1a) - the insurer may not rely on the agreed exemption from liability if the breach had no influence on the occurrence of the insured event or insofar as it had no influence on the scope of the insurer's liability.

(3) If exemption from liability has been agreed in the event that an obligation is breached which is to be fulfilled towards the insurer after the occurrence of the insured event, the agreed legal consequence shall not arise if the breach is not based on intent or gross negligence. If the obligation is not breached with the intent to influence the insurer's liability or to interfere with establishing such circumstances that are clearly significant with regard to the insurer's liability, the insurer shall remain liable insofar as the breach has had no influence on establishing the insured event or on establishing the insurer's liability or on the scope of the insurer's liability.

(4) Any agreement according to which the insurer is entitled to withdraw from the contract in the event of a breach of an obligation is invalid.

(5) The insurer may only derive rights from the negligent breach of an agreed obligation if the policyholder has previously received the conditions of insurance or another document in which the obligation is communicated.

Insurer:

Europäische Reiseversicherung AG

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Commercial Register at the Commercial Court of Vienna: FN 55418y
Supervisory Authority: FMA Financial Market Authority Austria,
Division: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna,
Austria.

Europäische Reiseversicherung AG is part of the Generali Group
(Assicurazioni Generali S.p.A., Trieste) registered in the IVASS Register of
Insurance Undertakings under number 026.

Information Sheet on Data Processing in context of insurance contracts

of Europäische Reiseversicherung AG (as of August 2021)

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I. GENERAL INFORMATION

As an insurance company, we understand the importance of your personal data (hereinafter referred to as "data"). We therefore treat your data as confidential and comply with all data protection regulations.

We need your data to perform our contractual obligations and to check your insurance risk, to conclude an insurance contract and to accept your claims. If you do not provide us with all the necessary data, we may not be able to conclude the requested insurance contract with you or accept your claim.

Section I provides general information about how we process data; Section II provides additional information in accordance with Article 13 GDPR (data collected from the data subject); and Section III provides additional information in accordance with Article 14 GDPR (data that has not been obtained directly from the data subject).

1. Data Controller

Europäische Reiseversicherung AG

Kratochwjlestrasse 4

A-1220 Vienna

Company register number: FN 55418y

Company Register Court: Commercial Court of Vienna

T +43 1 317 25 00

info@europaeische.at

You can contact our **data protection officer** by e-mail at datenschutz@europaeische.at or by post at the above mentioned address with the further address "Data Protection Officer".

2. Recipient categories of data, joint controllers and data transfer to third countries

For our insurance business, we need to forward your data to various external recipients. When processing data, the recipients are either data controllers in their own right or they are processors of data on our behalf.

Europäische Reiseversicherung AG is part of the international Europ Assistance Group, which is a group of companies that specialises in assistance products and travel insurance. It is part of the international Assicurazioni Generali S.p.A., Trieste (the Generali Group). As part of our affiliation with the Group, we are integrated into the infrastructure, in particular the IT infrastructure, of the Generali Group. Our most important providers are currently Generali Versicherung AG (Vienna) and Europ Assistance Gesellschaft m.b.H. (Vienna). In all cases when using service providers, we always ensure that the European level of data protection and the European data security standards are maintained. If you would like to know more about how and to what extent we process your data in your specific business transaction or how we pass it on to service providers and which protective measures we have implemented, please contact us using the above-mentioned contact options.

3. Our Data Security

Your data is always processed in accordance with the law.

To protect your rights and freedoms as a data subject, we take appropriate technical and organisational (including human resource) measures in accordance with the latest technology and commensurate with the risk.

How do we protect your data?

- Data is only viewed and processed by authorised persons (confidentiality). This involves managing physical, system and data access permissions, but also includes internal rules governing confidentiality. To transfer your data securely, we use appropriate encryption procedures.
- Data is kept accurate, up-to-date and intact during processing (integrity). If you notify us of a change to your data, we ensure that your data is updated promptly in accordance with the applicable purpose. This also includes the immediate correction (rectification) or deletion (erasure) of incorrect data.
- Data is processed according to the defined purposes and is available as quickly as necessary (availability and resilience). To this end, we take appropriate measures and ensure compliance with the law and internal rules. This includes, above all, prompt fulfilment of your rights as a data subject.
- The process for processing your data is fully documented and kept up-to-date in an appropriate manner (traceability and transparency).

We document the measures described above in accordance with our internal data protection and security rules and regularly review them to ensure they are effective.

4. Your Rights

You have a **right of access** to your data that we are processing, at any time.

If we process data about you that is inaccurate or incomplete, you may request that it be **rectified (corrected) or completed**. You can also request that processed data be **erased (deleted)**. However, please note that this only applies to incorrect, incomplete, or unlawfully processed data. If it is unclear whether the data processed about you is inaccurate, incomplete or processed unlawfully, you may request **restriction of the processing** of your data until this question is conclusively clarified.

Even if the data relating to you is correct and complete and is processed by us lawfully, you have the right to **object** to the processing of this data in accordance with Article 21 GDPR, provided that we are processing this data on the basis of a legitimate interest or for the performance of a task in the public interest. We may only continue processing in this case if we can demonstrate compelling legitimate grounds for processing which override your interests, rights and freedoms, or if the processing is for the establishment, exercise or defence of legal claims.

Regardless of this, you may object to the data processing for satisfaction survey purposes.

If we have received and are processing your data with your consent, you may **withdraw your consent** at any time. From this point on, we may no longer process your data for the purposes stated in the declaration of consent. Withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of the consent before you withdraw your consent.

If you have provided data to us, you have the right to receive this data in a machine-readable format chosen by us. You may also instruct us to transmit this data directly to a third party of your choice. This is possible if this recipient enables us to do so from a technical point of view and the data transfer is not prevented by unreasonable effort or by legal or other obligations of secrecy or any confidentiality considerations on our part or on the part of third parties.

For all your matters regarding your rights as a data subject, please contact us at datenschutz@europaeische.at.

If you believe that we are using your data in a way that is not permitted, you have the right to lodge a complaint with the Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna, phone: +43 1 52 152-0, email: dsb@dsb.gv.at.

5. Our Data Retention Procedure

We store your data exclusively in compliance with the statutory provisions (in particular GDPR, the Austrian Data Protection Act and specific provisions regarding data protection for the insurance sector [Austrian Insurance Contract Act (VersVG), Austrian Insurance Supervision Act (VAG)]) for as long as this is necessary to achieve the defined purposes.

After the relevant purpose no longer applies, we delete your data ourselves, without you having to submit a request, or anonymise your data in such a way that it cannot be used to identify you at any time in the future.

5.1. Your Data before Concluding an Insurance Contract

Even before concluding an insurance contract, we have to collect, store and process data. We do this in order to check whether and on what terms an insurance contract can be concluded.

Since you may have claims even from such contact prior to entering into a contract, even if no insurance contract is subsequently concluded, we have a legitimate interest in retaining this data, depending on the individual case. This is the case, for example, if you establish, exercise or defend legal claims or where we have a legal obligation (e.g. documentation of the information and advice requirements under Articles 130-133 of the Austrian Insurance Supervision Act (VAG)) to retain the data.

We also require certain data necessary for this purpose to protect the insured community from insurance abuse and to defend legal claims. We must prove to the supervisory authority (the Austrian Financial Market Authority) or, where applicable, in court, that we have complied with our obligations to provide information and that we have acted honestly, fairly and professionally in accordance with insurance law in the best interests of our customers. We provide this evidence by submitting the customer information documents and other documents from the application process. We therefore also keep data from insurance contracts that have not been concluded, for up to three years from the last automatic data entry or final completion. Different periods may apply to corporate clients.

The data of potential customers is stored for up to three years. On receiving a justified request from you, this data is also deleted earlier after a thorough investigation of the request.

5.2. Contract Data during and after the End of the Insurance Contract

While we are in a contractual relationship with you, we have to process the data necessary for the contract. This is the only way we can perform the contract and process claims and payments.

We must retain the data required for this purpose, at least for the period during which the insurance contract is in force.

By setting appropriate retention periods and by taking suitable technical and organisational measures, we ensure that the data processed for the applicable purpose is reduced to the minimum necessary and that the rights and freedoms of other persons are not adversely affected.

5.3. How long do we keep your data after the end of the contract?

We store your data after the end of the contract in particular under the statutory minimum retention requirements (e.g. according to Article 212 of the Austrian Commercial Code (UGB) and Article 132 of the Austrian Federal Fiscal Code (BAO)). The obligation to retain data serves the purpose of establishing, exercising and defending legal claims as well as fulfilling post-contractual obligations.

Applying the Austrian Insurance Contract Act (in particular Article 12 VersVG), we therefore retain the data for ten years after the end of the contract during the period in which claims may be made against us. Otherwise, we would not have any documents to defend against legal claims. Similarly, claims after the end of the insurance contract extend the above retention period by ten years from settlement of the claim, as the limitation period starts against in respect of the claim.

5.4. Data of Third Parties

During steps prior to entering into a contract, conclusion and execution of insurance contracts, data of third parties who are not policyholders may also be collected and processed. This applies in particular to insured persons, beneficiaries, other recipients, liable parties, injured parties and witnesses. The provisions in under Section I 5.1 to 5.3 apply in the same way to such data.

5.5. Deviating Rules

Irrespective of the above periods, the deletion (erasure) of data is temporarily suspended in certain cases, e.g. if such data is relevant in court, out-of-court or administrative proceedings. The specific storage period varies, depending on the specific circumstances.

5.6. Verification and Erasure (Deletion)

Whether deletion of the relevant data is necessary is automatically checked at regular intervals. The check is carried out at least once a year.

Whether deletion is necessary may also be checked in a specific case. This is done in particular if you, as the data subject, submit a request to us for deletion.

II. INFORMATION PURSUANT TO ARTICLE 13 GDPR

Below is an overview of the data processing we carry out, sorted according to legal basis for data we have collected from you as a data subject. Each section also includes the purposes of processing and the applicable data categories.

1. Data processing for steps prior to entering into a contract and for performance of a contract

We process data that is related to your insurance contract. This includes, in particular, personal master data, contract data, communication master data, contract billing and payment data, as well as data contained in documents that you provide or in correspondence with us. The data is processed for the purposes of:

- taking steps to enter into the business relationship (e.g. offer, quotation and proposal), preparing an application, processing a contract and preparing a contract (insurance policy);
- assessing the risk to be assumed, to determine whether and on what terms the insurance contract may be concluded or a contract may be amended;
- carrying out, performing, managing (including premium collection) and ending the insurance contract, invoicing, providing information and managing master data and changes of contract data;
- recording claims information, investigating claims, checking entitlement, processing claims and carry out satisfaction surveys.

The legal basis for processing data for these purposes is Article 6(1)(b) GDPR (performance of a contract and steps prior to entering into a contract).

2. Data Processing of Health Data

For certain insurance contracts, we have to obtain information about your state of health. Your health data is processed for the purposes of:

- assessing whether and on what terms an insurance contract is concluded or amended;
- assessing and fulfilling claims under an insurance contract.

The legal basis for processing data for these purposes is Article 6(1)(b) GDPR in conjunction with: Article 9(2)(g) and (h); Article 4 GDPR; and Articles 11a ff. of the Austrian Insurance Contract Act (VersVG).

Your health data is only transmitted for the above purposes without your express consent in accordance with Article 6(1)(b) GDPR in conjunction with: Article 9(2)(g) and (h); Article 4 GDPR; and Articles 11c ff. of the Austrian Insurance Contract Act (VersVG) to the recipients specified in Article 11c VersVG, i.e. health care providers, social insurance institutions, reinsurers or co-insurers, other insurers involved in the settlement of claims arising from the insured event, experts brought in by the insurer, legal representatives or representatives authorised by you, courts, public prosecutors' offices, administrative authorities, arbitration boards or other dispute resolution institutions and their bodies (e.g. patient advocate) including the experts appointed by them.

If the processing of health data is necessary for the establishment, exercise or defence of legal claims, we process such data on the basis of Article 6(1)(f) in conjunction with Article 9(2)(f) GDPR.

If we process your health data for purposes other than those listed here, we will only do so with your express consent in accordance with Article 6(1)(a) in conjunction with Article 9(2)(a) and (4) GDPR in conjunction with Article 11a VersVG.

3. Data Processing of Criminal Data

In some cases (for example, in the case of liability cover), we also process data relating to acts or omissions that are punishable by a court or administrative authority, as well as relating to the suspected commission of criminal offences, as well as criminal convictions or preventive measures.

Such data under criminal law is processed exclusively on the legal basis of the provisions of Article 6(1)(c) or (f) in conjunction with Article 10 GDPR in conjunction with Article 4(3) of the Austrian Data Protection Act (DSG).

4. Data processing that is necessary for compliance with legal obligations and for the performance of a task carried out in the public interest

We primarily process personal master data, contract data, contract billing data, criminal data and payment data for the purposes of:

- fulfilling the legal obligations that apply to us and thereby complying with those requirements in the course of business. This includes conformity with national statutory and other requirements, the requirements of supervisory and insurance law, obligations regarding the provision of information, tax and company law requirements, such as the Austrian Insurance Supervision Act (VAG), the Austrian Insurance Contract Act (VersVG), the Austrian Data Protection Act (DSG), the Austrian Commercial Code (UGB), the Austrian Stock Corporation Act (AktG), the Austrian Federal Fiscal Code (BAO), the Austrian Income Tax Act (EStG), the Austrian Consumer Protection Act (KSchG), sanction law requirements based on binding legal acts and EU legal requirements (e.g. Solvency II, GDPR), as well as recording/reporting obligations, internal audit measures, conformity with inspections by authorities, and management of internal complaints/claims;
- deletion/erasure (including anonymisation).

The legal basis for processing your data for these purposes is on Article 6(1)(c) in conjunction with Article 9(2)(f) and (g) GDPR (compliance with legal obligations). If the processing is carried out for the purpose of preventing terrorist financing, it is also carried out on the basis of Article 6(1)(e) GDPR (necessary for the performance of a task carried out in the public interest).

You have the right to object to such processing, which is carried out for the performance of a task in the public interest, at any time. You can send your objection to datenschutz@europaeische.at.

5. Data processing to safeguard legitimate interests including the establishment, exercise or defence of legal claims

We also process your data if necessary in accordance with Article 6(1)(f) GDPR in order to safeguard our legitimate interests or the legitimate interests of third parties.

If Article 9 GDPR (health data) applies, the processing is carried out on the basis of Article 9(2)(f) GDPR (establishment, exercise or defence of legal claims).

Depending on the purpose of the processing, the following categories of data are processed: personal master data, communication master data, contract data, customer history, contract billing and payment data, statements, health data, criminal conviction and criminal data.

The following is a list of the purposes for which processing is carried out on the basis of legitimate interest:

- Establishment, exercise or defence of legal claims: your data is processed to protect our interests or the interests of third parties in connection with legal disputes
- Fulfilment of supervisory requirements pursuant to Article 107 ff. of the Austrian Insurance Supervision Act (VAG) (in particular compliance and internal audit function): your data is processed to ensure the legally required governance system for insurance companies.
- Creation of analyses: your data is processed to optimise the quality of our advice, support and service.
- IT system, load and migration tests: your data is processed to ensure IT security and IT operations as well as to ensure the systems are functional and their performance
- Renegotiation of individual treatment costs with healthcare providers: your data is processed to reduce the cost of invoice amounts claimed by healthcare providers for services provided to you
- Promotional campaigns: your data is processed to send general and targeted information about products, services (e.g. apps), competitions and events.

You have the right to object to such processing at any time. You can send your objection to datenschutz@europaeische.at.

6. Data Processing following Consent

If none of the legal bases listed above apply, we process your data (including sensitive data, if applicable) on the basis of your (express) voluntary and revocable consent pursuant to Article 6(1)(a) GDPR (as well as Article 9(2)(a) GDPR). For the specific purpose of processing, please see the applicable declaration of consent.

III. INFORMATION PURSUANT TO ARTICLE 14 GDPR

We may also collect data from you without your involvement if this is necessary in connection with the establishment, conduct or termination of insurance contracts and in particular also for the verification and processing of claims. This applies, for example, if the policyholder provides your data as insured person, injured party or liable party to prove that a reason for insurance applies.

The data is provided in particular in the event of a claim by the policyholder, his/her authorised or legal representatives, hospitals and health care providers.

Below is an overview of the data processing we carry out, sorted according to legal basis for data we have not collected directly from you.

1. Data processing for performance of a contract and for steps prior to entering into a contract

The legal basis for processing data under Section II (1) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(b) GDPR (performance of a contract and steps prior to entering into a contract). This is the case in particular when we receive your data from a third party (e.g. an authorised representative) for a contract to which you are a party.

2. Data Processing of Health Data

Your health data is processed for the purposes listed under Section II (2) under Article 14 GDPR on the basis of Article 9(2)(g) and (h) in conjunction with (4) GDPR in conjunction with Article 11a ff. of the Austrian Insurance Contract Act (VersVG) as well as Article 9(2)(f) GDPR.

3. Data Processing of Criminal Data

The criminal data listed under Section II (3) is processed under Article 14 GDPR exclusively in accordance with or on the legal basis of the provisions of Article 4(3) of the Austrian Data Protection Act (DSG) in conjunction with Article 10 GDPR.

4. Data processing that is necessary for compliance with legal obligations and for the performance of a task carried out in the public interest

The legal basis for processing data under Section II (4) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(c) GDPR (compliance with legal obligations).

You have the right to object to such processing, which is carried out for the performance of a task in the public interest, at any time. You can send your objection to datenschutz@europaeische.at.

5. Data processing to safeguard legitimate interests including the establishment, exercise or defence of legal claims

The legal basis for processing data under Section II (5) for these purposes falls under Article 14 GDPR on the basis of Article 6(1)(f) GDPR (safeguarding the legitimate interests of the controller or a third party, e.g. information about a third person which serves as proof of the existence of a reason for insurance is sent to us). For the processing of health data, our legal basis is set out in Section III (2) (in particular, establishment, exercise or defence of legal claims).

In addition to the list under Section II (5), we process your personal master data, health data and/or communication master data, if necessary to process a claim against one of our customers. Our legitimate interest in such processing is to be able to establish and assess the facts of the specific insured event of our customer in order to be able to fulfil our obligation to provide benefits under the applicable insurance contract.

You have the right to object to such processing at any time. You can send your objection to datenschutz@europaeische.at.

6. Failure to provide information pursuant to Article 14 GDPR

If it proves impossible to provide information pursuant to Article 14 GDPR or it would only be possible with disproportionate effort because, for example, sufficient contact data is unavailable, then no information is provided (e.g. to insured and co-insured persons, beneficiaries and injured parties).

Furthermore, no information is provided to data subjects if they are legally represented and the data subject's representative has received the information. This is also the case if the data by its nature must be kept secret, in particular because of the overriding legitimate interest of a third party. The confidentiality obligation pursuant to Article 321 of the Austrian Insurance Supervision Act (VAG) must be taken into account here.

Information is not provided if it must not be provided, pursuant to Article 14(5) GDPR (e.g. no information to the data subject about a money laundering suspicious activity report).

Europäische Reiseversicherung AG, registered office in Vienna, Kratochwjlestrasse 4, A-1220 Vienna, Austria
Tel. +43/1/317 25 00, email: info@europaeische.at, www.europaeische.at
Commercial Register at the Commercial Court of Vienna: FN 55418y
Supervisory Authority: FMA Financial Market Authority Austria, Division: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna, Austria.

Europäische Reiseversicherung AG is part of the Generali Group (Assicurazioni Generali S.p.A., Trieste) registered in the IVASS Register of Insurance Undertakings under number 026

Information on complaints

Only by sharing information with our customers, we can continuously optimize our products and services!

Take the opportunity to submit your concerns or **complaints**

online at europaeische.at/en/service/feedback-and-complaints or

contact us by e-mail (beschwerde@europaeische.at) or

by letter (Europäische Reiseversicherung AG, Attn: Complaints Office, Kratochwjlestraße 4, 1220 Vienna).

Please make sure you fill in your personal data. The more information you provide (**policy- and / or claim number**, etc.), the better and more individual we can handle your concerns.

Information on the complaints handling procedure

Our aim is to provide excellent service to our clients.

We collect all information necessary to clarify the complaint and communicate this in writing or in written form to the address provided by the complainant. For reasons of data protection, it may be necessary for us to verify the identity of the complainant.

We announce (if necessary) whether and what additional information we possibly need. The complaint will then be completed by us **immediately**, generally within not more than 5 working days after having received all necessary information. If extensive surveys are required, there may be a delay. In the event of delays the complainant receives an interim report and (if possible) an indication when to expect the final result.

If the final result does not entirely meet the complainant's demands, he will receive a detailed explanation. If after careful review and explanation a satisfactory solution for the complainant has not been found, following institutions can be contacted:

The Association of Austrian Insurance Companies (www.vvo.at), Schwarzenbergplatz 7, 1030 Wien

The arbitration body for consumer business (www.verbraucherschlichtung.at). The participation is not obligatory for the insurer.

Insurance Complaints Office at the Federal Ministry of Social Affairs, Health, Care and Consumer Protection, Stubenring 1, 1010 Vienna, versicherungsbeschwerde@sozialministerium.at

Please note that our **competent Supervisory Authority** is

the **FMA Austrian Financial Market Authority** (www.fma.gv.at/en), Otto-Wagner-Platz 5, 1090 Wien.

For online contracts you can also contact the out-of-court dispute arbitration board of

the **Internet Ombudsman** (www.ombudsmann.at) or

the **Online Dispute Resolution-Platform** ("ODR-Platform") of the European Union (ec.europa.eu/consumers/odr).

Information about your right to cancel

You may cancel your insurance contract within 14 days without giving reasons, by email or letter.

The cancellation period starts when you are informed that the insurance contract has started (i.e. you receive the insurance policy), but not before you have received the insurance policy and the terms of the policy, including the conditions for how the premiums are set and changed and this information about your right to cancel.

Send your notice of cancellation to:

Europäische Reiseversicherung AG
Kratohwjlstraße 4, A-1220 Wien
E-Mail: info@europaeische.at

To cancel within the cancellation period, you only need to send your notice of cancellation before the end of the cancellation period. The notice shall also apply if it is received by your insurance agent (employed sales representative of the insurer or self-employed insurance agent).

Upon cancellation, any insurance cover already provided and your future obligations under the insurance contract shall end. If the insurance provider has already provided cover, it shall be entitled to a premium for the period of cover before cancellation. If you have already paid premiums to the insurance provider that exceed this premium for cover before cancellation, the insurer must repay those premiums to you without deductions.

Your right to cancel expires at the latest one month after you have received the insurance policy with this information about the right to cancel.