

# Cancellation-Cover Standard



## What type of insurance is this?

Cancellation-Cover Standard is a trip cancellation insurance.

## What is the scope of benefits provided by this insurance?

### Trip cancellation

1. Cancellation costs if trip not started (incl. booking charges)	up to the selected travel price
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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).

### Trip interruption

2. Reimbursement of booked and unused travel services	up to the selected travel price
3. Additional return journey costs	

24 hour emergency service and immediate assistance worldwide yes

## When does the insurance have to be taken out?

The insurance must be taken out prior to the commencement of the journey.

## When does the insurance cover begin and when does it end?

The insurance applies to a journey.

Insurance cover in connection with trip cancellation benefits is provided from the taking out of the insurance and shall end at the commencement of the insured journey. 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 insurance has been taken out (with the exception of accidents, death or acts of God).

In relation to trip interruption benefits, insurance cover is provided upon the commencement of the journey (leaving of the place of residence, secondary residence or regular place of work) and ends upon returning to such place or the prior expiry of the insurance.).

## Which contractual basis applies?

The insurance product is subject to the EUROPÄISCHE travel insurance conditions ERV-RVB 2016. You can find these provisions on page 2 et seq. Austrian law applies insofar as is legally permissible.

## What do you need to consider in connection with the payment of the premium?

The premium depends on the insured trip price and must be paid when the insurance is taken out.

## Who is insured?

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

If you take out the insurance provided under Cancellation-Cover Standard for more than one individual 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.

## Where does the insurance cover apply?

The insurance cover applies in the agreed local area of application Worldwide.

## What is not insured?

In order to keep premiums at a reasonable level some events are not covered by the insurance.

The **trip cancellation** or **trip interruption insurance** does not include insurance cover e.g. if the reason for the cancellation or the interruption of the journey has already existed or was foreseeable or is connected with an existing illness or consequence of an accident which has been treated on an outpatient basis in the last six months or on an inpatient basis in the last nine months before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations). Articles 6 and 15 of the ERV-RVB 2016 provide for further exclusions.

## What has to be done if an insured event occurs?

- In case of **trip cancellation** please cancel immediately at the place where you made your booking (e.g. travel agency), in order to keep the cancellation costs to a minimum. At the same time please inform the Europäische Service Center.

In the event of sickness/accident please have a detailed medical certificate or accident report made out. Enclose the sickness notification sent to your social insurance company and the confirmation concerning medicines prescribed.

- Trip interruption:** In the event of serious illness or physical injury caused by an accident a medical certificate has to be submitted.

The medical certificate must contain the diagnosis and the treatment data of a local doctor at the place of stay.

If you require assistance in the organisation of your return journey, please call immediately using the emergency number.

Evidence documenting the cause and amount of the obligation to pay, such as police reports, doctors' certificates and invoices must be submitted to Europäische as original documents. Please note: If you do not comply with these requirements you jeopardise your insurance protection.

Information about the most frequently claimed insurance benefits at a glance:

### • Trip cancellation insurance:

If you cannot commence your journey due to the occurrence of an insured event, e.g. due to the unexpectedly occurring of a serious illness or due to an accident, we refund the contractually agreed cancellation costs up to the selected travel price.

### • Trip interruption insurance:

If you have to prematurely interrupt your journey, e.g. due to a serious physical injury caused by an accident or death of a family member back home, we will also refund your additional return journey costs and the reimbursement as well as unused travel services up to the selected travel price.

In the case of existing illness we will only pay if such illness becomes acute unexpectedly and only if it has been treated neither on an outpatient basis within a period of 6 months nor on an inpatient basis within a period of 9 months prior to taking out the insurance (in the event of trip cancellation) or prior to starting the trip (in the event of a trip interruption).

## Who is the insurer?

**Europäische Reiseversicherung AG**, Seat in Vienna.  
Kratochwjlestraße 4, A-1220 Vienna

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E-Mail: info@europaeische.at  
www.europaeische.at

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

The company 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.

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

## Premiums

	Travel price up to	Premium
Single/ more than one person	€ 100	€ 9
	€ 200	€ 14
	€ 300	€ 21
	€ 400	€ 27
	€ 500	€ 33
	€ 750	€ 48
	€ 1,000	€ 62
	€ 1,500	€ 89
	€ 2,000	€ 119
	€ 2,500	€ 148
	€ 3,000	€ 173
	€ 4,000	€ 227
	€ 5,000	€ 285
	€ 6,000	€ 339
	€ 7,000	€ 398
	€ 8,000	€ 455

In an **emergency**, please call immediately our

## 24 hour emergency number

+43/1/50 444 00

Please notify other **insured** events as quickly as possible, by

- Online Claim Report at [www.europaeische.at](http://www.europaeische.at)
- E-mail to [schaden@europaeische.at](mailto:schaden@europaeische.at)
- Fax to +43/1/319 93 67-73930
- Post to Europäische Reiseversicherung AG attn. Complaints Department, Kratochwjlestraße 4, A-1220 Wien

**Claim Reports** can be downloaded from [www.europaeische.at](http://www.europaeische.at) or requested at our Service center.

If you have any **queries** please call: +43/1/317 25 00-73930.

## How can you withdraw from the contract?

If the policyholder is a consumer he can withdraw from the contract without any reasons within 14 day upon receipt of the written insurance policy. However, there is no right to withdraw in connection with insurance contracts having a term of less than six months.

Any further information about statutory rights of withdrawal is provided under <https://service.europaeische.at/doc/en/rightsofwithdrawal.pdf>

## Where can you submit your complaints?

You can submit any complaint to:

- Insurer: online under [www.europaeische.at/ihf-feedback](http://www.europaeische.at/ihf-feedback), via e-mail to [beschwerde@europaeische.at](mailto:beschwerde@europaeische.at) or via mail to Europäische Reiseversicherung AG, attn. Complaints Department, Kratochwjlestraße 4, A-1220 Vienna

- Austrian Association of Insurance Companies [Verband der Versicherungsunternehmen Österreichs], Information centre, Schwarzenbergplatz 7, A-1030 Vienna, [www.vvo.at](http://www.vvo.at).
- Conciliation Board for Consumer Transactions [Schlichtungsstelle für Verbrauchergeschäfte] [www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at). The insurer is not obliged to take part in the mediation proceedings.

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We wish you a relaxing holiday and an exciting and eventful trip. Whatever your plans may be, return safely.

**Europäische Reiseversicherung AG**

Mag. Wolfgang Lackner

Mag. (FH) Andreas Sturmlechner

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB 2016 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB 2016“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## EUROPÄISCHE travel insurance conditions ERV-RVB 2016 Extract for Cancellation-Cover Standard

Please note, that only those parts shall apply which correspond to the scope of benefits of your insurance package.  
Unless these insurance conditions provide otherwise, any reference to a person in the masculine refers to men and women equally.

### General section

#### Article 1

##### Who is Insured?

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

#### Article 2

##### Where does the insurance cover apply?

1. The insurance cover applies in the agreed local area of application.  
[...]

#### Article 3

##### When does the insurance cover apply?

1. The insurance cover shall apply to one journey [...].
2. The insurance cover begins with the leaving of the place of residence, second residence or of the place of regular work, and ends with the return to such place or the prior expiry of the insurance. Journeys between the aforementioned places are not covered by the insurance.
3. The insurance cover for trip cancellation benefits shall commence upon conclusion of the insurance (however, compare Article 4, Sec. 2.) and shall end upon the start of the trip.
4. The conclusion of more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible upon previous agreement with the insurer.

#### Article 4

##### When does the insurance have to be taken out?

1. Insurance must be taken out before the start of the journey.
2. Policies that provide for trip cancellation benefits must be taken out on the booking date or within three days upon booking.  
If the policy is taken out later than 3 days after the booking date, only such events are covered by the trip cancellation insurance policy that occur after the 10<sup>th</sup> day after the policy has been taken out (except in cases of accident, death or act of God as described in Art. 14).
3. It is not possible to prolong the insurance protection after the start of the journey.

#### Article 5

##### When does the premium have to be paid?

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

#### Article 6

##### What is not insured (exclusions)?

1. No cover is provided in respect of events which
  - 1.1. are caused deliberately or with gross negligence by the insured person; [...] Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
  - 1.2. occur in the context of participation in navy, military or air force services or operations;
  - 1.3. are caused by any effect of atomic, biological or chemical weapons (ABC weapons);
  - 1.4. are connected with war, civil war, war-like conditions or internal unrest or which occur on journeys which have been undertaken in spite of travel warnings issued by the Austrian Foreign Ministry. If the insured person is unexpectedly overtaken by any of these events during the insured trip, cover applies until immediate departure, and as a maximum until the 14th day after the start of the event in question. In any event no cover applies in respect of active participation in war, civil war, war-like conditions and internal unrest;
  - 1.5. occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part therein;
  - 1.6. occur in the context of the committing or attempted committing by the insured person of actions which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
  - 1.7. are caused by strike;
  - 1.8. are caused by the suicide or attempted suicide of the insured person;
  - 1.9. occur in the context of participation in expeditions, or at altitudes of over 5,000 m above sea level;
  - 1.10. are caused as a result of official orders;
  - 1.11. occur when the insured person is exposed to an increased risk of accident as a result of physical work, working with machinery, handling substances which are corrosive, poisonous, highly flammable, explosive or hazardous to health (not applicable in respect of trip cancellation). Normal activities in the context of a period of residence as an au pair and in the hospitality and hotel industry are insured in all cases;
  - 1.12. are caused by the influence of ionising radiation within the meaning of the Radiation Protection Act as amended, or by nuclear energy;
  - 1.13. are suffered by the insured person as a result of a considerable impairment of his psychological and physical state due to alcohol, addictive drugs or medicaments;

1.14. result from the use of air vehicles (e.g. power driven aircraft, gliders, parachutes, paragliders, hang gliders, free balloons), except as passenger on a power driven aircraft, which are authorised to carry out passenger transportation services. A passenger is deemed to be a person who is not in any causal connection with the operation of the aircraft, and is not a member of the crew, and is not exercising a professional activity by means of the aircraft (not applicable in respect of trip cancellation);

1.15. arise in the context of participation as driver, co-driver or passenger of a motor vehicle in the context of driving events, including the training and qualifying trips associated therewith, in the context of which the main focus is on travelling a prescribed distance in the fastest possible time, or dealing with obstacles or difficult terrain, or in the context of motorised journeys on racing tracks (not applicable in respect of trip cancellation);

1.16. arise in the context of undertaking professional sports including training (this does not apply in respect of trip cancellation);

1.17. occur in the course of participation in provincial, federal or international sports competitions and in official training for such events (not applicable in respect of trip cancellation);

1.18. arise in the context of diving, if the insured person does not have any internationally valid authorisation for the depth in question except in the context of participation in a diving course with authorised diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m (not applicable in respect of trip cancellation);

1.19. occur in the context of the exercise of an extreme sport (not applicable in respect of trip cancellation);

1.20. occur in the course of driving a motor vehicle, if the driver has not obtained the relevant authorisation to drive such motor vehicle or a motor vehicle of the same type, which is legally required in the country in which the event occurred; this applies even if the vehicle is not being driven on roads with public transport.

2. No cover applies insofar as and for as long as such cover is opposed by economic, commercial or financial sanctions or embargos of the European Union or the Republic of Austria which are directly applicable to the contracting parties. This applies also in respect of economic, commercial or financial sanctions or embargos which are imposed by other countries, insofar as this is not opposed by European or Austrian legal requirements.

3. Alongside these general exclusions from insurance protection, specific exclusions are regulated in Articles 15 [...].

#### Article 7

##### What do the sums insured mean?

1. The insured amount in each case constitutes the maximum payment by the insurer for all insured events before and during the insured trip.
2. [...]
3. In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

#### Article 8

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

1. The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:  
The policy holder or the insured person must
  - 1.1. as far as possible avoid events insured against, keep any losses to a minimum, avoid unnecessary costs and follow any instructions given by the insurer;
  - 1.2. immediately inform the insurer about the event insured against;
  - 1.3. provide the insurer with full information about the damaging event and the amount of the loss;
  - 1.4. as far as possible contribute to the determination of the facts, truthfully issue all expedient information to the insurer, and permit any reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
  - 1.5. ensure that compensation claims against third parties are submitted in due form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
  - 1.6. in the event that damage has occurred in the safekeeping of a transport company or accommodation enterprise, notify these immediately (observing the limited periods for notification) following the discovery of the damage, and demand a certificate of damage;
  - 1.7. in the event that damage has been caused by criminal acts, immediately notify the competent local security service, precisely describing the circumstances and stating the extent of the damage, and have a certificate of the notification made out;
  - 1.8. hand over to the insurer, in the original, any evidence documenting the cause and amount of the obligation to pay, such as police reports, confirmations by airlines, doctors' and hospital certificates and invoices, proofs of purchase etc.
2. In addition to these general obligations, special obligations are set out in Articles 16 [...].

**Article 9  
How do declarations have to be made?**

All declarations and information provided by the policyholder, the insured person, or other third parties in connection with the insurance contract require the written form in order to be valid (in writing, but without signature). The declarations and information must be received by the recipient, and must be capable of being permanently preserved by the recipient (by printing out or storage, as in the case of fax or email, but not SMS messages), and the identity of the person making the declaration must be clearly evident from the text. Written declarations and information (with signature) are of course also valid, but verbal declarations and information are invalid.

**Article 10  
What applies in the event of entitlements from other insurance policies (subsidiarity)?**

All insurance benefits are subsidiary. Insofar as compensation can be claimed in the insured event from other private or social insurances, the latter payment obligations take precedence. The entitlements of the insured person are not affected or impaired by this. If the insured person reports the insured event to the insurer, the insurer will make advance payment and settle the claim on a conditional basis.

**Article 11  
When is the compensation due?**

The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer. However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month.

If the duty of payment has only been established in terms of its basis, the entitled party can demand advance payments up to the minimum amount payable by the insurer on the basis of the nature of the case.

**Article 12  
When can insurance claims be assigned or pledged?**

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

**Article 13  
What law is applicable?**

Austrian law applies insofar as is legally permissible.

**Special section**

**A: Trip cancellation and trip interruption**

**Article 14  
What is insured?**

1. The subject matter of the insurance is the journey booked at the time of the conclusion of the insurance. The following provisions in relation to journeys (in particular transportation and/or accommodation apply to other tourism services and/or activities mutatis mutandis).
2. An insured event shall be if the insured person cannot commence, is completely prevented from making use of separately booked tourism services and/or activities or has to break off the trip for one of the following reasons
  - 2.1. unexpectedly occurring serious illness, serious physical injury caused by an accident, adverse reactions to a vaccination or death of the insured person, if that necessarily results in incapacity to take the booked trip (in the context of psychological complaints, only if hospital treatment is provided on an inpatient basis or treatment is provided by a psychiatric specialist);
  - 2.2. loosening of implanted joints in the insured person, if this necessarily results in incapacity to take the booked trip;
  - 2.3. pregnancy of the insured person, if the pregnancy is only determined after the policy has been taken out. If the pregnancy has already been determined before the policy has been taken out, the cancellation costs shall only be covered if a premature birth occurs up to and including the 35<sup>th</sup> week of pregnancy, or severe pregnancy complications (medical certificate necessary) occur;
  - 2.4. unexpected serious illness, serious physical injury caused by an accident or death (including suicide) of a family member or another person in a close personal relationship with the insured person (this person must be specifically named to the insurer in written form when the policy is taken out; per insured person only one closely related person may be named), making the presence of the insured person absolutely necessary;
  - 2.5. serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.), fire, burst water pipes or the criminal act of a third party, making his presence absolutely necessary;
  - 2.6. loss of job without fault, as a result of notice of termination issued by the employer to the insured person;
  - 2.7. call-up of the insured person to basic military service or alternative civilian service, provided that the competent authority does not recognise the booked journey as a reason for postponing the call-up;
  - 2.8. submission of an action for divorce (the corresponding application for separation by mutual agreement) to the competent court before the insured trip to be undertaken jointly by the spouses concerned;
  - 2.9. in the case of registered life partnerships, the submission of a petition for dissolution (in the case of amicable separation, the corresponding application) before the insured trip to be taken jointly by the partners concerned;
  - 2.10. dissolution of the relationship of two partners living together (who have had the same registered address for at least six months) by the giving up of the joint residence before the insured trip to be undertaken jointly by the partners concerned;
  - 2.11. failure to pass the school-leaving certificate examination, or a similar final examination for a course of school education lasting at least three years, by the insured person immediately before the date of an insured trip booked before the examination;
  - 2.12. receipt of an unexpected judicial summons of the insured person, provided that the competent court does not accept the journey booking as a reason for postponing the summons.
3. The insured event shall apply to the insured person concerned, that person's co-travelling family members with equivalent insurance, and additionally per event for a maximum of six further co-travelling persons with equivalent insurance.  
Any person who is similarly insured for such events with Europäische Reiseversicherung AG Wien is deemed to have equivalent insurance.
4. Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children, adopted children), the parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents), the siblings, stepsiblings and brothers-in-law and sisters-in-law of the insured person; in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

**Article 15  
What is not insured (exclusions)?**

No cover is provided if

1. the reason for the trip cancellation already existed or was foreseeable at the time of the conclusion of the insurance or the reason for the trip interruption already existed or was foreseeable at the start of the journey;
2. the reason for cancellation or curtailment is connected with an existing illness or consequence of an accident which has been treated
  - 2.1. on an outpatient basis in the last six months or
  - 2.2. on an inpatient basis in the last nine months before the policy is taken out (in the event of trip cancellation) or before the trip is started (in the event of trip interruption) (excluding check up examinations);
3. the travel company withdraws from the travel agreement;
4. the reason for trip cancellation is connected with a pandemic or epidemic.

**Article 16  
What obligations have to be observed to maintain the insurance cover (duties)?**

The following are defined as obligations which, if violated, will release the insurer from payment pursuant to § 6 of the Austrian Insurance Contracts Act [VersVG]:

The policy holder or the insured person must

1. upon the occurrence of the reason for cancellation insured against, immediately cancel the trip, in order to keep the cancellation costs to a minimum;
2. report the event insured against to the insurer immediately, stating the reason for cancellation/interruption;
3. in the event of sickness or accident, have a corresponding confirmation made out immediately by the doctor providing treatments (in the case of interruption, the local doctor);
4. immediately send the following documents to the insurer:
  - proof of insurance;
  - for trip cancellation: cancellation costs invoice and claim form completed in full;
  - booking confirmation
  - unused or rebooked travel documents (e.g. flight tickets);
  - documents concerning the event insured against (e.g. mother/child pass, call-up order, petition for divorce, school leaving certificate, death certificate)
  - in the event of sickness or accident: detailed medical certificate or accident report (in the case of mental illness, this confirmation should be provided by a psychiatric specialist), sickness notification sent to your social insurance company and confirmation of medicines prescribed;
5. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer.

**Article 17  
How much is the compensation?**

The insurer shall refund up to the agreed insured sum

1. in the event of cancellation of the journey, the cancellation costs that were contractually due by the time of the occurrence of the insured event, and any official charges that the insured person can prove that he has paid for the grant of a visa.

Booking fees are reimbursed up to the following amounts, if these if these are listed in the scope of benefits for the product, were invoiced on the date on which the trip was booked, are stated separately on the booking confirmation, and have been taken into account in the amount of the selected sum insured:

- flight tickets: maximum € 70 for price up to € 700 (above that amount, a maximum of 10 % of the price) per ticket;
- package holiday, rail, hotel, ferries, hire cars, etc.: maximum € 25 per person or maximum € 50 per booking/family.

Cancellation handling charges are reimbursed within the agreed insured sum up to the following amounts, if these have been agreed in writing when the trip was booked: maximum € 25 per person or maximum € 50 per booking/family;

2. in the event of trip interruption,
  - 2.1. the paid but unused parts of the insured trip (excluding the return ticket);
  - 2.2. the additional travel costs incurred by the premature return. This includes the costs incurred through the unusability or only partial usability of booked return tickets or other travel documents. For the refund of return travel costs, the type and class of the means of transport shall be based on the quality booked.

3. If the function of the impaired body parts or sensory organs has already been permanently impaired prior to the accident, a deduction for a previous invalidity shall be made depending on the degree of invalidity. The separately booked tourism service and/or activity (e.g. tickets for events, sports events or excursions) must have already been booked prior to commencing the journey, the booking confirmation must include the respective price, which must have been considered in connection with the amount of the selected insured sum.

No reimbursement is paid for gun fees and hunting licences in the context of hunting trips.

[...]

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Please note: The official text is the German version of the Austrian Insurance Contracts Act the „Versicherungsvertragsgesetz“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

**Annex**

**Extract from the Austrian Insurance Contracts Act [VersVG]**

§ 6. (1) If it is provided in the contract that in the event of the violation of an obligation towards the insurer which has to be fulfilled before the occurrence of the insured event, the insurer is to be released from the obligation to make payment, the agreed legal consequence does not arise if the violation is to be regarded as non-culpable. The insurer can terminate the contract without notice within one month from the time when knowledge of the violation is obtained, unless the violation is to be regarded as non-culpable. If the insurer does not terminate the contract within one month, the insurer cannot plead release from payment as agreed.

(1a) In the event of the violation of an obligation which is intended to maintain the equivalence between risk and premium upon which the insurance contract is based, the agreed release from payment also only arises in the ratio in which the agreed premium falls short of the premium as provided in the tariff in respect of the increased risk.

In the event of the violation of obligations in regard to mere communications and notifications which do not have any influence on the insurer's assessment of the risk, release from payment only arises if the obligation in question has been intentionally violated.

(2) If an obligation is violated which the policyholder has to fulfil vis-à-vis the insurer in order to reduce the risk or to prevent an increase in the risk (irrespective of the applicability of 1a), the insurer cannot plead release from payment as agreed if the violation has no influence on the occurrence of the insured event, or insofar as it has not had any influence on the scope of the payment the insurer is obliged to pay.

(3) If the release from payment is agreed in respect of the event of a violation of an obligation which has to be fulfilled vis-à-vis the insurer after the occurrence of the insured event, the agreed legal consequence does not arise if the violation is not based either on malicious intent or gross negligence. If the obligation is not violated with the intention of influencing the insurer's duty to pay or of adversely affecting the determination of such circumstances as are evidently significant as far as the insurer's duty to pay is concerned, the insurer remains obliged to make payment insofar as the violation has not had any influence on either the determination of the insured event or the determination or scope of the payment the insurer is obliged to make.

(4) Any agreement pursuant to which the insurer shall be entitled to withdraw from the contract in the event of the violation of an obligation is invalid.

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