

EUROPÄISCHE travel insurance conditions ERV-RVB ÖAV 2021

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

General Section

Article 1

Who is insured?

- Insured persons are the persons specifically named in the proof of insurance.
- With the family tariff, up to seven persons travelling together, not more than two of whom may be adults (18th birthday has occurred before the day of the start of trip) can be specifically named as insured persons. These persons do not have to be related to each other. It is not necessary for them to live at the same address.
- The prerequisite for insurance cover is the membership of the insured person(s) in the Österreichischen Alpenverein.
- Additional precondition for the **Alpenverein Premium-annual travel cover** is that the insured person has their main place of residence in Austria.

Article 2

Where does the insurance cover apply?

- If cover is agreed to be valid "worldwide" (according to the tariff), then the insurance cover applies globally, with the exception of North Korea, Syria, Venezuela, Crimea and Iran.
- If cover is agreed to be valid in "Europe" (according to the tariff), then the insurance cover applies within geographical Europe, all the Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Islands and Russia, with the exception of Syria and Crimea.
- Art. 14 and 17 shall apply only abroad.
- The country in which the insured person has its main place of residence is regarded as that person's home country. "Abroad" is deemed to be the agreed local area of application excluding the home country.

Article 3

When does the insurance cover apply?

- Alpenverein Premium-single trip cover:** The insurance cover applies for one trip up to the selected insurance term.
- Alpenverein Premium-annual travel cover:** The insurance cover applies to the first eight weeks of each trip abroad during the agreed insurance term. The insurance term commences on the day following the taking out of the insurance at 0.00 hours and ends on 31.12. of the same calendar year; in respect of the taking out of insurance from 1 September, on 31.12 of the following calendar year.
- The insurance cover during a journey begins with departure from the place of residence or of the place of regular work and for **Alpenverein Premium-annual travel cover also with departure of second residence** and ends with return to there or with the prior expiry of the insurance. Travels between the aforementioned places are not covered.
- The conclusion of two or more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible following separate agreement with the insurer.

Article 4

When does the insurance have to be taken out?

- Insurance must be taken out before departure.
An extension to the insurance cover after departure is not possible.

Article 5

When does the premium have to be paid?

The premium is to be paid when taking out the insurance.

Article 6

What is not insured (exclusions)?

- There is no insurance cover for events which
 - are suffered by the insured person as a result of a disturbance of consciousness. Awareness disorders are all significant disorders of uptake and reactivity based on alcohol, narcotic drugs or medications, which make it impossible for the insured person to meet the safety requirements of their environment and have reached a level where they can no longer control the danger.
 - 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;
 - are caused by any impact of nuclear weapons, chemical or biological weapons;
 - occur in the course of the insured person committing or attempting to commit acts which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
 - are caused by the effects of ionising radiation within the meaning of the Radiation Protection Act in its applicable version, or through nuclear energy;
 - are caused by participating in motor sports competitions (including classification drives and rallies) and the associated training drives;
 - are caused by active participation in provincial, national or international competitions in the field of Nordic and Alpine ski sports, snowboarding as well as freestyle, freeriding, bob, ski-bob, skeleton or tobogganing and when training for such events;
 - occur when using aeronautical equipment (e.g. hang-gliders, paragliders), aircraft, spacecraft and sky diving.
However use of motorized aircraft approved for passenger transport (e.g. commercial aircraft) as a passenger is insured – with the exception of power gliders and ultra-lights.
Passengers are defined as those who neither are in a causal relationship with the operation of the aircraft or crew member, nor performs a professional activity using the aircraft;
 - occurs in the course of organised rescue operations or training on behalf of the rescue organisation as a member of the rescue organisation;
 - arise in the context of diving, if the insured person does not have any internationally valid authorization for the depth in question except in the context of participation in a diving course with authorized diving instructors. In any event no cover is provided in the context of dives to a depth of more than 40 m as well as in the context of ice diving or diving expeditions;
 - occur in mountain bike competitions (Downhill, Four Cross, Dirt Jump) including official training and qualification rides;
 - occur in the context of participation in expeditions;
 - medical treatment of illnesses and consequences of accidents arising from record attempts in the areas of speed, diving and aviation;

- 1.14. arise on trips with planned ascents of mountains with summits over 6,000 m in height and travel to the Arctic (destinations north of the Arctic Circle), Antarctic (destinations south of the Antarctic Circle) and Greenland.

In respect of **Alpenverein Premium-Single Trip Cover Worldwide over 6,000 m** travel cover, the insurance cover also applies to trips with planned ascents of mountains with summits over 6,000 m in height, which are booked through a travel organizer and guided by an authorized mountain guide. For insurance cover of ascents of mountains with summits over 6,000 m in height which are self-organized or not guided by an authorized mountain guide the written approval of the insurer must be explicitly given.

- Insofar as 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 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.
- In addition to these general exclusions, exclusions from insurance cover are separately regulated in Articles 15 and 18.

Article 7

What do the sums insured mean?

- The insured amount in each case constitutes the maximum payment by the insurer for all insured events during an insured trip.
- In the case of the family tariff, the insured sum in question applies jointly to all insured persons.
- 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)?

What are the consequences of non-observance of the regulation?

- The following are defined as obligations **prior to the occurrence of the insured event**, 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) :
 - To prevent the occurrence of an insured event or an increase in the scope of the insurance benefits, the following obligation must be observed: The insured person as a driver of a motor vehicle has obtained the relevant authorization to drive such a motor vehicle according to Austrian law; this also applies if this vehicle is not driven on public roads.
 - 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.
- The following are defined as obligations **following the occurrence of the insured event**, 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) insofar as this is reasonable in the circumstances of the individual case:
 - The policyholder or the insured person must as far as possible contribute to the determination of the facts;
 - an insured event is to be notified in written form to the insurer as soon as possible;
 - a death as a result of an accident is to be notified to the insurer as soon as possible, even if the accident has already been notified;
 - a claim form sent by the insurer must be completed truthfully by the policyholder or the insured person and returned to the insurer as soon as possible; In addition, relevant information requested by the insurer must be issued in the same way;
 - for claims for reimbursement of costs, proof of the costs incurred is to be provided to the insurer through original documents. The documents then become the property of the insurer.

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)?

As far as claims are covered by Alpine Association Worldwide Service (AWS), the insurance cover included in the membership of Österreichischen Alpenverein, AWS comes first. All insurance benefits are subsidiary. This means that the insurance benefits shall be provided only when and to the extent that no other insurer (social insurance provider, private insurance) is to provide benefits or has actually provided benefits.

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

What rights apply following an insured event?

- Following the occurrence of the insured event
 - Following the occurrence of the insured event, the insurer can terminate if it acknowledges the basis of the insurance benefit or has provided the insurance benefit or if the policyholder has submitted a fraudulent claim.

The termination is to be made within a month
 – following acknowledgement of the basis of the insurance benefit;
 – following provision of the insurance benefit;
 following rejection of the fraudulently, submitted claim to insurance benefit made by the insured.

- 1.2. The termination can only be made adhering to a month's notice of termination.
 Following the occurrence of the insured event, the policyholder can terminate in the cases cited in 1.1; furthermore, even if the insurer has rejected or delayed acknowledgement of a justified claim for the insurance claim.
 Moreover, the policyholder can terminate following the decision of the medical commission or following the legal effect of the judgement of the court in the case of a lawsuit before a court.
 In all cases the termination is to be made within a month
 – following acknowledgement of the basis of the insurance benefit;
 – following provision of the insurance benefit;
 – following rejection of the fraudulently, submitted claim to insurance benefit;
 – following rejection of the justified claim for insurance benefit;
 – following the legal effect of a judgement in the case of a lawsuit before a court;
 – following the due date of the insurance benefit in respect of a delay in acknowledgement (Article 11) from the policyholder.
- The termination can be made with immediate effect or at the end of the current period of insurance.
- 1.3. The insurer is entitled to collect the premium pro rata until the cancellation of the policy.
2. If the policy expires due to the death of the insured, the insurer is entitled to collect the premium pro rata until the cessation of the policy.

Article 13

What law is applicable?

Austrian law applies insofar as is legally permissible.

Special section

A: Medical services abroad

Article 14

What is covered abroad?

1. The insurance cover applies to leisure and occupational accidents as well as to acute illness or death. Illness is an abnormal physical or mental condition in accordance with the generally recognized state of medical science.
2. **Alpenverein Premium-single trip cover:** the insurance cover encompasses
- 2.1. the full costs for medically necessary patient-transport from a foreign country to a hospital in the country of main place of residence or to the main place of residence, including the costs for transporting one person in a close relationship to the person being transported. The prerequisites for repatriation of an insured party, in addition to such party's ability to be transported, are
 – the existence of a life-threatening disturbance to the insured party's state of health or
 – the locally available medical care does not ensure treatment of a standard corresponding to that available in the party's country of main place of residence or
 – an inpatient stay in a hospital of more than 5 days is expected.
- 2.2. the costs arising abroad (not in the country of main place of residence)
 – for non-deferrable medically necessary treatment including prescribed therapeutic products (outpatient and inpatient treatment),
 – for medically necessary transport to the nearest suitable hospital up to an insured sum of € 500,000.00. Outpatient medical treatment including prescribed therapeutic products is subject to an obligatory deduction of € 70.00 per person and per stay abroad.
- 2.3. the full costs for repatriating a deceased person to its last main place of residence.
- 2.4. the transport pursuant to Points 2.1 and 2.3 and the inpatient treatment pursuant to Point 2.2. must be organized from one of the contractual organizations specified on the membership card; otherwise a maximum of € 750.00 will be compensated.
- 2.5. In Austria (as far as the injured/sick person does not have its main place of residence in Austria) the costs of medically necessary inpatient treatment will be reimbursed at the general tariff class in public hospitals up to the agreed sum insured. If the urgency of in-patient treatment renders presentation at a public hospital impossible, or if the insured party was unable to influence the choice of hospital, the insurer shall reimburse the documented costs of medically necessary treatment even in non-public hospitals. The insurer's obligation to pay shall cease when a transfer to a public hospital is medically justifiable.
3. **Alpenverein Premium-annual travel cover:** The insurance cover encompasses costs arising abroad (not in the country of the main place of residence)
 – for non-deferable medically necessary treatment including prescribed therapeutic products (outpatient and inpatient treatment),
 – of medically necessary patient-transport to the nearest suitable hospital up to a sum insured of € 500,000.00, whereby an excess in respect of inpatient treatment and transportation services of € 10,000.00 and in respect of outpatient treatment including prescribed therapeutic products of € 2,000.00 is applicable.
- 3.1. The medically necessary patient-transport and the inpatient treatment must be organized from one of the contractual organizations specified on the membership card; otherwise a maximum of € 750.00 will be compensated.
4. The insurer shall pay in advance for the costs of inpatient remedial treatment. A payment in advance will only be made to the hospital.
5. Remedial treatment is a medical treatment which appears suitable, in accordance with the generally recognized state of medical science, for improving the condition or to prevent a worsening. The remedial treatment ends when, according to the medical finding, there is no longer a need for remedial treatment.

Article 15

What is not insured (exclusions)?

- There is no insurance cover for:
1. medical treatment begun before the start of a foreign journey;
 2. medical treatment of chronic diseases or illnesses, except as a consequence of acute attacks or episodes;
 3. medical treatment(s) being the purpose of the stay abroad;
 4. dental treatments which are not for the initial care for the direct restriction of pain;
 5. termination of pregnancy and delivery, as well as pregnancy-related examinations, except for premature births that occur at least two months prior to the naturally expected date of birth. The same also applies to the premature baby;
 6. cosmetic treatment, spa treatment and rehabilitation measures;
 7. prophylactic inoculation or vaccination;
 8. remedial treatments of illnesses and the results of accidents from active participation for reward in sports competitions which take place in public and training for these.
 (With the exclusion of climbing competitions as a member of the Kletterverband

Österreich which take place in public).

9. bodily injuries in the course of treatment measures and interventions which the insured person undertakes or allows to be undertaken on its body, unless an insured event was the cause thereof.

Article 16

What cover is provided in the context of existing illnesses and consequences of accidents?

An existing illness or consequence of an accident is insured if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Article 15. In this case the costs as stated in Article 14 are generally reimbursed for existing illnesses up to the agreed insured sum.

B: Search and rescue

Article 17

What is insured?

1. **Alpenverein Premium-single trip cover:** The insured amount for search and rescue costs amount to € 25,000.00.
2. The insurance cover applies to accidents occurring in the course of leisure activities. The insurer provides insurance cover for search and rescue when the insured has suffered an accident/emergency, or must be rescued out of wayless area, whether injured or uninjured, from mountain or aquatic distress.
- 2.1. **Rough terrain** requires a rescue to the nearest, with a normal motor vehicle (rescue vehicle) passable road, or to the transfer point to another means of rescue or to the nearest doctor or hospital if medically necessary.
 For the purposes of this definition, "forest roads" and "forest ways" are to be understood as wayless area.
 Accidents in non-rough terrain, for example on public roads, sports fields, or in the house and garden, are not covered by the insurance.
- 2.2. An **emergency** shall be deemed to exist when the insured person is threatened in rough terrain with an imminent danger for life, physical integrity or health, as for example acute illness or constraining situation due to weather conditions.
- 2.3. **Distress in the mountains** shall be deemed to exist if the insured person in alpine terrain gets into a state of coercion or emergency due to typical dangers (for example avalanche, falling rocks, sudden fall in air temperature, loss of orientation).
- 2.4. **Aquatic distress** shall be deemed to exist when the insured person gets in a state of coercion or emergency during the stay on areas of water or due to exceptional water masses (for example flood, storm surge), extraordinary weather conditions (for example storms), provided that the insured person in the course of this comes in direct (body) contact with the water surface.
3. Rescue costs are understood as those costs of local rescue organizations (including costs of rescue organizations of neighboring countries for incidents occurring close to national frontiers) incurred when the insured person has suffered an accident, or must be rescued out of wayless area, whether injured or uninjured, from mountain or aquatic distress (the same also applies in the case of fatalities).
4. Rescue costs are deemed the demonstrable costs incurred in searching for and transporting the injured person from wayless area to the nearest road open to traffic or to the hospital nearest the site of the accident.

Article 18

What is not insured (exclusions)?

1. There is no insurance cover
- 1.1. for accidents
 – in respect of a professional or otherwise remunerated activity.
 Remunerated activities of members of the Österreichischer Bergsportführerverband as certified mountain guides and ski guides or as officially authorized and certified hiking guides are excepted from this;
 – occurred during carrying out a sporting activity for remuneration and training thereof. There is remuneration if the insured receives more than pure allowable expenses;
 – in respect of the use of motor vehicles.
- 1.2. in sea distress.

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.

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