

Benefits

Medical services and personal protection

1. Transport home (incl. ambulance jet) or transfer transport if medically necessary	up to € 55,000 * * For insurance cover up to 5 or 8 days up to € 30,000
2. Outpatient treatment	
3. Inpatient treatment	
4. Search and rescue costs	
5. Transfer in the event of death	

Personal liability insurance while travelling (excl. damages arising from using motor driven vehicles)

6. Material damage	up to € 37,000
7. Injury to persons	up to € 365,000

Deportation

8. Costs of deportation	up to € 7,500
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Maximum duration of trip

5, 8, 15, 22 or 31 days
2, 3 or 6 months

Underlying conditions for insurance agreement

RVBA 2003 + Special
conditions for the RVBA 2003

Premiums

Duration of trip up to	Excluding winter sports risk	Including winter sports risk
5 days*	€ 9	€ 18
8 days*	€ 14	€ 28
15 days	€ 25	€ 50
22 days	€ 40	€ 80
31 days	€ 59	€ 118
2 months	€ 169	-
3 months	€ 209	-
6 months	€ 419	-

Time scope of application:

Cover applies in respect of one trip up to the selected duration of trip (the day of arrival in the local area of applicability is included).

Geographical scope of application:

Cover applies in the Schengen states, but not in the country of which the insured is a citizen or in which he has established residence. For persons who have established their residence in a Schengen state (other than Austria), cover applies exclusively in Austria.

The contractual basis for the provision of cover are the Travel insurance conditions for foreign guests RVBA 2003 and the Special conditions regarding the travel insurance conditions for foreign guests RVBA 2003 – these can be obtained on request from your travel agency, from the EUROPÄISCHE Service Center (Phone +43/1/317 25 00, E-mail: info@europaeische.at) or on the Internet at www.europaeische.at. All insurance benefits are subsidiary.

The insurance contract is subject to Austrian law. The term of the insurance contract depends on the premium selected. Upon payment of the premium the policyholder declares his agreement to the provisions as stated and to the conditions of insurance.

Please note

- The premium must be paid before the insured enters the local area of applicability. Cover cannot be extended after the insured enters the local area of applicability.
- The medical benefits do not apply in respect of (inter alia) events consequent upon manual exercise of profession, conservative treatments, therapies, cures, chronic conditions and conditions that existed before the policy was taken out.
- Travel personal liability insurance does not apply in respect of (inter alia) losses arising from the use of motor driven vehicles.

What to do in the event of a claim?

Please inform us as quickly as possible about any event insured against.
Please observe the provisions listed below in this connection.

Medical emergency or inpatient treatment, search and rescue: Please contact EUROPÄISCHE immediately using the emergency telephone number. We will be happy to advise you and organise your transport home in an emergency.

Travel personal liability: Do not give any acknowledgement of fault to the injured party, either in the form of written or verbal commitments or payments, and inform the EUROPÄISCHE Service Center immediately.

Emergency phone 24 hours a day:
+43/1/50 444 00

Insurer:

Europäische Reiseversicherung AG

Kratochwjlestraße 4, A-1220 Vienna

Emergency phone 24 hours a day: +43/1/50 444 00

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

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

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

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna

Travel insurance conditions for foreign guests RVBA 2003

General part

Article 1 Insured persons

1. Insured is the person named in the insurance policy.
2. Insurance is not available to persons which serious organic complaints, psychological disturbances and illnesses of the nervous system requiring treatment.
3. An insurance contract cannot be concluded for an uninsurable person.

Article 2 Time and regional scope of application

The insurance cover shall apply in the countries of the Schengen-Agreement, but not in the country whose nationality is held by the person insured and the country in which the insured person has established his place of residence. For persons who have established their place of residence in a country of the Schengen-Agreement - apart from Austria - the cover applies exclusively in Austria. Where the duration of a stay exceeds six months, the new whereabouts shall be deemed to be the place of residence. The insurance cover shall apply to a journey of a maximum stay of six months starting with the date of entry into the territory to which insurance cover applies (see above) and shall end upon departure therefrom or upon prior expiry (see also Art. 3 in the Special Conditions to the Travel insurance conditions for foreign guests RVBA 2003).

Article 3 Exclusions

1. No insurance cover is granted for events which
 - 1.1. Were caused deliberately or roughly negligently by the insured.
Under the travel liability insurance cover is not granted only if the insured deliberately and unlawfully has caused the event for which he is responsible towards the third party to occur.
This intent is equal to an act or failure for which the insured event is likely to occur, but is so accepted;
 - 1.2. Directly or indirectly are connected to acts of war of any type;
 - 1.3. Arise due to acts of violence on the occasion of a public gathering or rally if the insured actively participates in it;
 - 1.4. Are caused by suicide or suicide attempts of the insured;
 - 1.5. Come about in the wake of exercising professional, manual activities;
 - 1.6. Are caused directly or indirectly by the influence of ionising rays in the sense of the radiation protection law in the current version or by atomic energy;
 - 1.7. The insured suffers due to a substantial impairment of his/her mental capacities due to alcohol, drugs or medicines;
 - 1.8. Come about when using aircraft vehicles without motor (such as paragliders), when participating in motor sport competitions (also classification drives and rallies) and training drives associated therewith;
 - 1.9. Caused during the participation in provincial, state or international sport contests and during the official training for such events.
2. Apart from these general exclusions of insurance cover, special provisions are governed by Articles 14 and 20.

Article 4 Insured sum

The insured amount represents the insurer's maximum liability for all insured events during the stay in the territory to which insurance cover applies (see Art. 2).

Article 5 Payment of premium

The premium must be paid before the travel is started (see Art. 2).

Article 6 Obligations

1. Obligations the violation of which effects the insurer's release of his obligation according to Art. 6 of the Insurance Act are:
The insured has to:
 - 1.1. Prevent insured events as far as possible or diminish the consequences thereof and obey the instructions of the insurer, if any;
 - 1.2. Immediately notify the insurer about the insured event occurred truly and extensively in writing, as soon as possible, if required also by telephone or telex;
 - 1.3. After having received forms serving the insurer to handle the claim, fill them in completely and send them back to the insurer at once;
 - 1.4. Take every reasonable effort to clarify the causes, circumstances and results of the insured event;
 - 1.5. Authorize or request all authorities and doctors and/or hospitals and social and private insurance schemes dealing with the insured event to pass on information requested by the insurer;
 - 1.6. Secure damages claims against third parties in due time and form, if required to assign them to the insurer up to the amount of the compensation paid;
 - 1.7. Report immediately any damage caused by punishable acts by presenting the facts precisely and specifying the scope of the damage to the competent police office and to have the report confirmed;
 - 1.8. Pass on to the insurer without request original evidence proving the basis and amount of the claim for compensation such as police minutes, fact recordings, medical and hospital bills, purchase invoices etc.
2. Apart from these general obligations special ones are governed by Articles 16 and 21.

Article 7 Form of declarations

Any reports and declarations from the part of the insured to the insurer must be made in writing.

Article 8 Subsidiarity

All insurance compensations are subsidiary ones. Therefore, they will be paid for only if no compensation can be claimed from existing private or social insurance schemes.

Article 9 Due date of compensation payment

1. If the basis and the amount of the compensation to be paid by the insurer have been established, payment is due two weeks afterwards.

2. If investigations or proceedings have been initiated by authorities in connection with the insured event, the insurer is entitled to object lack of maturity until they have been completed.

Article 10 Assigning and pledging insurance claims

Insurance claims can be assigned or pledged only when their basis and amount have been finally established.

Article 11 Competent court

Claims arising from the insurance contract can be asserted at the court which is competent materially and locally.

Special part Health insurance for travels

Article 12 Insured event

An insured event is an acute illness or occurrence of an accident to the insured person in the agreed territory to which insurance cover applies (see Art. 2).

Article 13 Scope of compensation

1. The insurer pays compensation up to the agreed insured sum for proved costs of
 - 1.1. outpatient medical treatment;
 - 1.2. prescribed drugs;
 - 1.3. in-patient treatment in a hospital which is generally acknowledged as a hospital and has permanent medical supervision. The hospital at the location itself and/or the nearest hospital must be used. If the hospital stay presumably will last for more than 2 days, the organisation referred to in the insurance documents or the insurer must be notified as soon as possible, otherwise insurance cover is lost or compensation is reduced;
 - 1.4. the transport to the nearest hospital;
 - 1.5. medically justified transportation home directed by a doctor by one of the organisations specified by the insurer in the insurance document, namely, depending on the insured person's condition, by rail, coach, ambulance, aircraft or, in special cases, by emergency ambulance jet;
 - 1.6. the return travel of a person accompanying the insured on the travel, provided this person is also insured; the journey home will be organised at the earliest possible time and shall be by reasonable means of transport;
 - 1.7. transport of the luggage of the insured and the accompanying person;
 - 1.8. the search for the insured and the transport of the insured as far as the next passable road or as far as the nearest hospital, if the insured has to be rescued in an injured or uninjured state, or if the body of the insured has to be recovered in the event of his death, for any of the following reasons:
 - the insured has had an accident
 - the insured has got into difficulties in the mountains or at sea
 - there is justification for assuming that one of the two above mentioned situations has arisen;
 - 1.9. transfer of the deceased in standard manner.
2. The insurer guarantees the hospital abroad, if required, a cost advance up to the insured sum specified in the insurance documents. If the amounts supplied by the insurer are not taken over by the health insurance scheme or third party or must be paid by the insurer under this contract, the insured must pay them back to the insurer within one month after submission of invoice.
3. Compensation is paid in Euro. Translation of foreign currencies is effected by using the proven conversion rate according to the Official Gazette of the Austrian Financial Administration valid on the date of the insured event applies.

Article 14 Exclusions

No refund shall be made for costs for

1. treatment that is wholly or partly the reason for the journey;
2. treatment that was already necessary before the commencement of the journey or could be expected to arise if the journey proceeded according to plan;
3. the treatment of chronic illnesses or the consequences of accidents or illnesses that were treated or required treatment in the last six months before commencement of the journey, if such become acute unexpectedly;
4. use of locally fixed treatment facilities (spa treatment);
5. conservatory or prosthetic dental treatment;
6. the provision of medical aids (e.g. spectacles, supports, prostheses);
7. confinement, abortion and costs incurred in connection with normal pregnancy;
8. inoculations, medical reports and confirmations;
9. check-up examinations and follow-up treatment;
10. special services in hospitals such as private wards, charges for telephone, TV etc.

Article 15 Time limitation of obligation to pay compensation

The obligation to pay compensation starts and ends, also for pending insured events, on the agreed date. If, however, the insured cannot be transported due to results of an accident or disease abroad, the obligation to pay compensation is extended beyond the agreed time by 6 weeks at most.

Article 16 Obligations

The doctor's and/or hospital invoice must contain the insured person's name and date of birth, together with the type of illness and treatment. The invoices or documentation must be in German, English, Italian, Spanish or French. If this is not the case, the translation costs shall be charged.

Travel private liability insurance

Article 17 Insured event

1. An insured event is a damaging event which is caused by the insured as a private person during a travel and from which the liability to pay damages arises or could arise to the insured (Art. 18).
2. Several damaging events based on the same or similar cause are considered to be one insured event.

Article 18
Insurance cover

1. In the insured event, the insurer takes over
 - 1.1. the fulfilment of the liability to pay damages arising to the insured because of damaged property and/or personal injury and the ensuing property loss due to legal liability provisions under private law (hereinafter referred to as liability for damages). Purely financial losses are not insured;
 - 1.2. the costs of ascertaining and defending against liability for damages claimed by a third party under Article 19.
2. Damaged property is the damaging or destruction of physical objects, personal injury is the impairment of health, bodily harm or killing of humans.
3. The insurance covers the liability for damages of the insured arising from the risks of everyday life (except for business, occupational or professional activities), specifically
 - 3.1. from the use of bicycles;
 - 3.2. non-professional sports activities, except for hunting;
 - 3.3. from the permitted possession of cut-and-thrust arms and firearms and their use as sports equipment and for the purpose of self-defence;
 - 3.4. from the keeping of small animals, except for dogs;
 - 3.5. from the occasional use, but not the registered use of electric and sail boats;
 - 3.6. from the use of other, non-motor driven water vehicles and of model ships and planes (the latter of up to 5 kg);
 - 3.7. from the use (except for damage due to wear and tear) of rented housing rooms and other rented rooms plus the furnishing contained therein up to a lease of one month at most.

Article 19
Scope of insurance cover

1. The insurance covers the reasonable court and out-of-court costs of ascertaining and defending against liability for damages claimed by a third party, also if the claim turns out to be unjustified.
2. Furthermore, the insurance covers the costs of the defence led by the instruction of the insurer in criminal or disciplinary proceedings. Costs according to Paras. 1 and 2 as well as salvage costs will be credited to the insured sum.
3. If the settlement of a claim for damages requested by the insurer by way of recognition, payment or arrangement fails due to the resistance of the insured, and the insurer declares by registered mail to keep available his proportionate share of the damages and costs for satisfying the aggrieved party, the insurer does not have to pay the additional costs of the principal claim, interests and costs incurred from the mentioned declaration onwards.

Article 20
Exclusions

1. The insurance does not cover liabilities for damages arising from damage caused by the insured or persons acting on his/her behalf while holding or using
 - 1.1. aircraft vehicles and devices;
 - 1.2. motor vehicles or trailers bearing an official registration plate or which would have to bear such in Austria.
2. Neither is insurance cover granted for
 - 2.1. claims, if, due to a contract of special assurance, exceeding the legal obligation to pay compensation;
 - 2.2. the fulfilment of contracts and the compensation substituting them;
 - 2.3. damage done to the insured himself/herself and his/her relatives (spouse, relatives, in direct ascending and descending line, parents-in-law, adoptive parents and step parents, brothers and sisters living in the common household; an extramarital community has the same effect as a conjugal one has);
 - 2.4. damage due to contamination or disturbance of the environment;
3. The insurance does not apply to liabilities for damages due to
 - 3.1. damage of objects the insured or the persons acting on his/her behalf have borrowed, leased, rented or taken in custody (except for Art. 18, Para. 3.7.);
 - 3.2. objects damaged during or because of their use, transportation, processing or other activities done to or with them;
 - 3.3. objects damaged due to gradual emissions or gradual effects of temperatures, gases, vapours, liquids, humidity or non-atmospheric precipitation and damage due to nuclear events and contamination by radioactive substances.
4. Liability for damages due to loss of physical objects is not covered.
5. Damaging events caused in a period before the insurance started are not covered.

Article 21
Obligations

The insured has to notify the insurer specifically of:

1. The assertion of a claim for damages;
2. The servicing of an injunction and of the initiation of criminal, administrative penalty or disciplinary proceedings against the person having taken out the insurance or the insured;
3. All measures taken by third parties to enforce claims for damages in court;
The insured is not entitled to recognize or compromise fully or partially any claim for damages without the prior consent of the insurer.

Article 22
Authorization of the insurer

Under his liability for damages the insurer is authorised to make all statements on behalf of the insured which he considers to be pertinent.

Special conditions regarding the travel insurance conditions for foreign guests RVBA 2003

Deportation costs insurance for the benefit of third parties

Article 1
Insured event

A person resident in Austria is held liable for the assumption of costs by an Austrian authority (an Austrian court) on account of a Letter of Guarantee*) executed by said person on the basis of the Aliens Act (pursuant to Sec. 10 Para. 3 in connection with Sec. 103).

Article 2
Compensation benefit

The insurer shall refund to the insured person the costs determined by the Austrian authority (the Austrian court) in accordance with the Letter of Guarantee. The compensation benefit is limited to the agreed insured amount.

Article 3
Time and geographic scope of application

The insurance cover shall apply for 1 (one) journey with a maximum duration of six months as of the date of entry into Austria. It shall also apply for all journeys (commenced in Austria) within the other signatories to the Schengen-Agreement, with the exception of journeys within the country in which the insured person has established his place of residence. Where the duration of a stay exceeds six months, the new whereabouts shall be deemed to be the place of residence. The insurance cannot be extended after entry into Austria. The insurance does not cover insured events which occur later than six months after the term of insurance.

Article 4
Exclusions

Insurance cover is not provided for events in which the insured person causes the official action by deliberately committing an unlawful act or intentionally committing an offence and a Letter of Guarantee has not been issued.

* Letter of Guarantee: Declaration by which a person in Austria assumes full responsibility for the costs incurred by a foreign individual obliged to obtain a visa (person named in the insurance statement) which are imposed on the guarantor in the case of expulsion or deportation, including custody pending deportation and expenses for the use of less severe measures by an authority (a court).

Insurer:
Europäische Reiseversicherung AG
Kratowjlestraße 4, A-1220 Vienna
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Service Center: Phone +43/1/317 25 00, Fax +43/1/319 93 67
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Commercial register HG Wien FN 55418y, DVR-Nr. 0490083
Supervisory authority: FMA Financial Market Authority,
Department: Insurance Supervision, Praterstraße 23, A-1020 Vienna