

Insurance terms and conditions for hotel protection travel insurance
VB-RS2017 (T6-A)

In these insurance terms and conditions, policyholders and insured persons are referred to as "you". You are a policyholder if you have taken out an insurance policy with HanseMerkur. You are an insured person if, for example, you have been insured as a travel companion of the policyholder. You can be an insured person as well as a policyholder.

The insurance terms and conditions consist of two sections.

In the General Section, you will, in particular, find information about the insured persons, the completion deadlines and the premium payment. Restrictions and rules of conduct (obligations) applying to all policies are also shown here. **In the special section** you will find the scope of insurance cover of the individual policies. In addition to the benefits and benefit conditions, exclusions and rules of conduct which apply only to the respective policy are also specified there.

General Section (applicable to all types of insurance specified in the Special Section)

1. By which date and for how long must your insurance policy be concluded?

Any insurance policy that includes travel cancellation insurance must be concluded within three working days (Monday – Saturday) of booking the trip. If the insurance is concluded later, the insurance cover shall include only events that occur from the 10th day after conclusion of the insurance ("qualifying period"), provided that the premium has been paid. In the case of other insurance policies, the policy must be taken out prior to departure.

2. When does the insurance cover start and end?

1. If the conclusion deadline for the insurance policy has been met, insurance cover under travel cancellation insurance shall commence upon payment of the premium. If concluded later, the insurance cover begins when the premium is paid, but not before the 11th day after the policy was concluded. With respect to other insurance types, the insurance cover shall commence upon payment of the premium but not before the departure date of the insured trip. The trip is deemed to have started once the first travel service has been fully or partially used.
2. The insurance cover for travel cancellation insurance ends upon commencement of the trip. For all other types of insurance, it ends after the agreed duration, but no later than the end of the insured trip. The insurance cover is extended past the agreed endpoint if the planned end of the trip is delayed for reasons beyond the control of the insured person.

3. When is the premium due?

1. Please take the premiums from the premium table. The premium under this policy – irrespective of any right to cancel – is payable immediately upon conclusion of the contract.
2. If you do not pay the premium, we shall be entitled to withdraw from the contract for as long as the premium remains unpaid. We cannot withdraw from the contract if you can demonstrate that the reason for non-payment is beyond your control.
3. If you have agreed to the premium being collected from your account, it shall be collected as soon as the mandate is set up. The payment is considered to have been made in a timely manner if the premium can be collected on the due date, and you do not dispute collection of the correct payment.
4. If we have been unable to collect the due premium for a reason beyond your control, the payment shall still be considered on time if payment is made immediately upon receipt of our written payment request.

4. Who is insured?

The persons insured are those named in the insurance certificate or in the confirmation issued by the organiser, or the group of individuals specified in the insurance certificate.

If you take out family insurance, the family of insured persons is deemed to include a maximum of two adults and children under the age of 21, irrespective of the family relationship – a total of up to seven persons.

5. In which cases is the insurance cover restricted or excluded?

1. Fraud and deliberate intent

We do not pay benefits if you or another insured person attempt to make fraudulent representations to us as to the circumstances which are material to the grounds for providing

cover or the amount of insurance benefits. We shall also be released from our obligation to provide benefits if the insured event was caused intentionally by you or another insured person. If fraud or fraudulent intent has been determined by a binding criminal judgement, it shall be deemed to have been proven. There is no insurance cover for suicide or attempted suicide by the insured person.

2. Gross negligence

If an insured event occurs as a result of grossly negligent behaviour on your part or on the part of the insured person, we shall be released from the obligation to provide benefits. This restriction does not apply to insurance events caused by gross negligence under the accident and liability insurance. Insurance cover is still provided in these cases.

3. Alcohol, drugs, medications

There is no insurance cover for events suffered by the insured person as a result of the negative effects of alcohol, narcotics or medications, or discontinuation of a prescribed treatment.

4. Contests

There is no insurance cover for events occurring at motor sports competitions (drives and rallies) or the associated training.

5. Events before conclusion of contract

There is no insurance cover for events that had already occurred at the point of taking out the insurance or commencing the trip, or where it was clear at the start of the trip that such events would occur if the trip was undertaken as planned. This also applies to pre-existing medical conditions.

6. War, civil unrest and other events

Unless otherwise specified in the Special Section, insurance cover is not extended for damage caused by epidemics, pandemics, war, civil war, warlike events, civil unrest, strikes, ionising radiation as defined by the current version of the law on radiation protection, nuclear energy, confiscation, removal or other interventions by the authorities. Furthermore, there is no insurance cover for events arising out of violent disorders connected with a public assembly or demonstration, if you or insured persons actively take part in it. We do not pay benefits for events on trips that were commenced, or not terminated immediately, despite a travel warning being issued by the Federal Ministry for Europe, Integration and Foreign Affairs.

7. Natural disasters

Unless expressly covered in the Special Section, we do not pay benefits for events due directly or indirectly to natural disasters, seismic phenomena or the effects of the weather.

8. Loss of holiday enjoyment

No compensation is paid for loss of holiday enjoyment.

Note: Please note also the restrictions to the individual insurance policies in the Special Section of these insurance terms and conditions.

6. What requirements must be complied with in the event of a claim? (Obligations)

We are unable to provide our services without your cooperation and that of the person insured. Consequently, please note the following clauses, to avoid putting your insurance cover at risk.

1. Obligation to minimise damage

You should make every effort to keep the claim as low as possible and avoid anything that could lead to an

unnecessary increase in costs. Please contact us if you are unsure or have any questions.

2. Obligation to notify the claim

You or the insured person must make the claim to us as soon as possible and no later than upon completion of the trip.

3. Obligation to provide information on the claim

In the event of illness, serious accident, pregnancy, an adverse reaction to vaccinations or breakage or loosening of implants, we will require relevant medical certificates containing the diagnosis (not self-diagnosis) and, in the event that the trip is cancelled, proof that the sick note has been submitted to the Sozialversicherung [the social insurance fund].

You or the insured person must promptly and accurately complete and return the claim form which we send.

The same applies to any requests we make for receipts and information or evidence pertaining to the case.

If we consider it necessary, we may have any evidence checked by an independent third party.

4. Obligation to secure claims for compensation against third parties

If you or the insured person have a basis to claim compensation from a third party, this right is assigned to us, insofar as we make good the damage. The assigned claim cannot be used to your disadvantage. You must protect your claim for compensation or your right to secure this claim, taking into account the applicable formal requirements and deadlines, and you must assist in pursuing the claim if necessary. If your claim for compensation is against a person with whom you were living at the time of the event, the assigned claim cannot be pursued unless this person caused the damage deliberately.

5. Consequences of non-compliance with obligations

If you or the insured person fail to comply with the above-mentioned obligations intentionally or through gross negligence, we shall be released from our obligation to provide benefits.

If you demonstrate that the obligation has not been breached either intentionally or through gross negligence, the insurance cover shall remain in force.

The insurance cover shall also remain in force if you can prove that the breach of the obligation had no influence on the determination or extent of cover. This shall not apply if the obligation has been breached by making fraudulent misrepresentations.

Note: Please also note the relevant special obligations for the individual insurance policies in the Special Section of these insurance terms and conditions.

7. What requirements must be complied with when the compensation payment is made?

1. Deadline for our payment

Once the proof of insurance and premium payment are available and we have confirmed our liability to pay and the amount of compensation, we will pay this within two weeks at the latest.

If we have confirmed our liability to pay but have been unable to determine the amount of compensation within one month of receipt of the claim form, you can demand a reasonable down-payment on the compensation.

If official enquiries or a criminal prosecution have been initiated against you or one of the insured persons in connection with the insured event, we can postpone the settlement of the damage until the legal conclusion of this process.

2. Compensation from other insurance policies

If compensation for an insured event can be claimed from another insurance policy, that policy shall take precedence over this one. If the insured event is first reported to us, we shall make an advance payment.

3. Conversion of costs incurred in foreign currencies

Any costs incurred in a foreign currency shall be converted into the currency used in Austria at the exchange rate applicable on the day we receive the relevant receipts. For traded currencies, the latest official daily exchange rate applies, unless the insured person can show that he acquired the currency necessary to pay the invoices at a less favourable rate.

8. Which law applies and what is the limitation period for claims? To whom do the provisions apply?

Austrian law shall apply, insofar as it is not contradicted by international law. Claims under this insurance policy have a limitation period of three years. The limitation period begins at the end of the year in which the claim can be made. If you or the insured person have filed a claim, limitation is postponed until such time as you or the insured person have received our decision in writing.

All provisions of the insurance policy also apply mutatis mutandis to the insured persons.

9. What requirements must be complied with when communicating with us?

All notifications and statements intended for us should be directed to our head office or to the address stated in the insurance certificate in written form (letter, fax, email, electronic data medium, etc.). The language of the policy is German.

Special Section for the individual types of insurance (depending on the type of cover chosen)

Includes the regulations for the following insurance cover:

- A: Cancellation cover
- B: Travel curtailment cover
- C: Delay cover

1. What insured sums must be taken out?

Whenever a rate model is taken out that is contingent upon the price of the trip, the sum insured must reflect the price of the trip. If you take out insurance cover for a lower insured sum, the indemnity shall be reduced in the proportion of your insured sum to the price of the trip (underinsurance). If a rate model is taken out that is contingent upon the price of the trip, the insured sum amounts to EUR 3,000 for individuals travelling alone and EUR 7,000 for families.

2. When is an insured event deemed to have occurred?

An insured event has occurred if insured persons or persons at risk are affected by one of the events described in sections 4. A-C, clause II. In the absence of any agreements to the contrary in the rate model, the following are deemed to be persons at risk:

- Persons who have booked a trip jointly with you. This does not apply if more than six persons or, for family plans, more than two families book a trip together.
- Your relatives and the relatives of your spouse or life partner. The relatives of an insured person are the spouse or partner, children, adopted children, step-children, foster children,

children-in-law, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces.

- those individuals who look after minor children or other dependent relatives, who are not travelling together with the insured person.
- a related individual, who must be named when booking the trip.

1. Restriction for pre-existing conditions

We cover the unexpected worsening of an existing medical condition only if it has not given rise to in-patient treatment in the six months before conclusion of contract. However, there is an insured event if, despite an insured person (but not a person at risk) undergoing in-patient treatment, a certificate confirming ability to travel can be presented at the point of concluding the contract.

2. Restriction for psychological reactions

Unless insurance cover expressly exists in accordance with the following, we do not pay benefits for illnesses arising from a psychological reaction to terrorist attacks, air or bus accidents or the fear of civil unrest, acts of war, natural events, illnesses or epidemics.

**3. What should be taken into account when cancelling a trip?
(Obligations)**

— Supplements to the General Section, clause 6. —

1. Immediate notification

To keep costs to a minimum, you or the insured person must notify the booking office and cancel immediately upon occurrence of the insured event.

2. Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in the General Section, clause 6.5.

4. What benefits and events have you insured?

A: Cancellation cover

I. What insured benefits are provided by your cancellation cover?

In the case of an insured event (**see clause II**), you will receive the following benefits. Unless stipulated otherwise by the policy, the insurance cover applies worldwide.

1. Benefits for cancellation costs

We shall reimburse you for the cancellation costs you are contractually required to pay if you do not go on the trip. This includes the agency fee of up to EUR 100, insofar as this was already contractually agreed, incurred and invoiced at the time of booking the trip or rented property and was included in the scope of cover by increasing the sum insured by the amount of the agency fee.

2. Benefits for additional outward journey costs

If the departure is delayed, we shall reimburse the additional travel costs the type and quality of which correspond to those originally booked. We shall reimburse these additional costs up to the amount of cancellation costs that would have been incurred had the trip been cancelled.

3. Cost of re-booking

If a trip is rebooked, we shall reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred had the trip been cancelled. If you rebook the flight up to 42 days before the start of the trip in circumstances where an insured event has not occurred, we will reimburse the rebooking costs up to EUR 30 per person or room.

4. Reimbursement of single-room surcharges

You have booked a double room with a person at risk who has to cancel the trip due to an insured event. In this case, we shall reimburse you up to the amount of complete cancellation costs, the surcharge for a single room, and further rebooking charges or the share of costs for the double room of the person unable to travel.

II. When is an insured event deemed to have occurred under the cancellation cover?

Insurance cover is provided if occurrence of one of the events listed below means that undertaking the booked trip or taking part in the booked event is impossible or unreasonable.

1. Events covered for insured persons or persons at risk

Insurance cover is provided if you cancel or rebook your trip or are forced to depart at a later date due to

- a) unexpected and serious illness.
- b) death, serious injury due to an accident, pregnancy.
- c) breaks in prostheses or loosening of implanted joints.

2. Events covered for insured persons

Insurance cover is provided if you cancel or rebook your trip or are forced to depart at a later date due to

- a) substantial unexpected damage to your home due to fire, a breached water pipe, burglary or natural events, whereby your presence at home is essential. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- b) the filing of a divorce petition (or the appropriate petition in the case of an uncontested divorce) with the court of jurisdiction immediately preceding the joint trip of the married couple. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.
- c) an unexpected summons to court, where the responsible court does not accept your travel reservation as a reason to postpone the summons.

- d) being unexpectedly called up for basic military service, duty training for the Armed Forces or civilian service, whereby this cannot be postponed, and the costs are not covered by another party. The transfer or deployment of regular and professional soldiers is not covered.
- e) loss of a job arising from termination of the employment relationship by the employer for which the insured person is not responsible. Insurance cover is also provided if your parents lose their job as a result of termination of the employment relationship by the employer for which they are not responsible and this means that you are unable to participate in a class excursion. The loss of contracts by self-employed persons and insolvency of self-employed persons are not covered.
- f) commencing employment after being previously unemployed. A precondition is that you or the insured person must have been registered as unemployed at the time of booking the trip. The commencement of work placements, operational or training activities of any type, or the commencement of work by pupils or students during or after a period of study is not covered under this policy.
- g) a change of jobs, whereby the insured travel time falls within the trial period of the new professional activity. To be covered, the insured trip must have been booked before the insured person has become aware of the change of jobs.
- h) reduction in working hours due to economic circumstances with an expected reduction of income equal at least to one regular monthly net salary, provided that the employer announces the reduction in working hours between the time when the policy is contracted and the start of the trip. In the case of a school outing or class trip, this regulation also applies if the parents of an insured pupil are affected by a reduction in working hours.
- i) repeating a failed examination in a school, university/technical high school or college, to avoid prolonging the school or university studies or to reach the end of the school or university studies. The precondition is that the insured trip was booked before the date of the failed exam.
- j) non-promotion in the case of school or class trips, or failure to pass final examinations in the case of a booked end-of-school trip, or a similar final examination after at least three years of training.
- k) adverse reaction to vaccination.
- l) unexpected inability to practise sport due to illness or accident, if it is not possible to participate in a booked sports event that was the main reason for the trip.
- m) a traffic accident that you suffer in a private vehicle directly on the way to the starting point of your trip (airport, train station, port).

B: Travel curtailment cover

I. What insured benefits are provided by your travel curtailment cover?

In the case of an insured event (**see clause II**), you will receive the following benefits. Unless stipulated otherwise by the contract, the insurance cover applies worldwide.

1. Unused travel services

- a) If the trip is curtailed during the first half of the insured trip, though in no more than the first eight days of the trip, we shall reimburse the insured travel costs. The days of departure and return are both included as full travel days.
- b) If the trip is curtailed or interrupted, we shall reimburse the travel services that were not used. If the costs for the individual parts of the trip cannot be objectively proved (e.g. package deals), we shall reimburse the unused travel days. The compensation is calculated as follows:

$$\frac{\text{Unused travel days} \times \text{price paid for the trip}}{\text{Original length of the trip}} = \text{Compensation}$$

To calculate the original length of the trip, the days of departure and return are both included as full days.

2. Death of all insured persons

We shall not refund the full or pro-rata price of the trip if all the insured persons die during the trip.

II. When is an insured event deemed to have occurred under the travel curtailment cover?

Insurance cover is provided if occurrence of one of the events listed below means that completing your trip or event as planned is impossible or unreasonable.

1. Events covered for insured persons or persons at risk

Insurance cover exists

- a) in the event of an unexpected and serious illness.
- b) in the event of death, serious injury due to an accident, pregnancy.
- c) in the event of breaks in prostheses or loosening of implanted joints.

2. Events covered for insured persons

Insurance cover exists

- a) in the event of substantial damage to your home due to fire, a burst water pipe, burglary or natural events rendering your presence at your place of residence necessary. Insurance cover is also provided if this means that the insured child is unable to participate in a school outing or class trip.

C: Travel Disruption Cover

I. What does travel disruption cover include?

Should an insured event occur (**see clause II**), you will receive the following benefits. Unless otherwise stipulated in the contract, insurance coverage is valid worldwide.

1. Cost of additional accommodation

Depending on the type of cover you have taken out, we will reimburse you for additional costs incurred for accommodation and meals up to the insured sum.

2. Additional return travel costs

We will reimburse you for the demonstrable additional costs of the return journey (excluding repatriation of mortal remains) and any directly related associated costs, such as money spent on accommodation and meals (excluding medical costs). The standard of the original booked trip will be taken into account when reimbursing these costs. If the return journey deviates from the original trip booked and has to be made by plane, only the cost of an economy seat will be reimbursed. However, this excludes any compensation claims made by transport companies as a result of an unplanned deviation from the planned journey route (e.g. emergency landing) caused by the person insured.

II. Under what circumstances is it possible to make a claim with travel disruption cover?

Insurance cover exists if one of the insured events detailed below makes the scheduled arrival to the booked holiday accommodation impossible or unreasonable. Insurance cover exists, if you

1. miss your connection as a result of a public transport delay. Public transport relates to all vehicles licensed for public conveyance of persons by air, land and water. Methods of transport which cannot be classed as public or connecting methods of transport are vehicles used for sightseeing tours/flights as well as hire cars, taxis and cruise ships.
2. must rebook or delay your trip because, while travelling directly by privately owned car to your booked holiday destination,
 - you are involved in a car accident or
 - you have a breakdown or
 - your journey is disrupted due to a road block, which you are able to prove with an official certificate.