

# General Terms and Conditions of Europäische Reiseversicherung AG for the Conclusion of Insurance Contracts on the Website of Europäische Reiseversicherung AG

**(GTC for Online Contracts)**

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## 1. Vendor identification Europäische Reiseversicherung AG

Kratochwjlestraße 4

A-1220 Wien

Tel. +43/1/317 25 00

E-Mail: [info@europaeische.at](mailto:info@europaeische.at)

[europaeische.at](http://europaeische.at)

### Company registration number

FN 55418y

### Company Register Court

Handelsgericht Wien

## 2. Scope

These GTC of Europäische Reiseversicherung AG shall apply to all insurance contracts, which the customer concludes with Europäische Reiseversicherung AG through the website of Europäische Reiseversicherung AG. Furthermore, the envisaged insurance terms and conditions for the relevant insurance product shall apply. Europäische Reiseversicherung AG offers insurance to consumers pursuant to Article 1 KSchG [Austrian Consumer Protection Act], as well as to entrepreneurs.

## 3. Information regarding the contract conclusion

None of the insurance products on the website of Europäische Reiseversicherung AG represent an offer by Europäische Reiseversicherung AG.

The customer submits a binding offer to Europäische Reiseversicherung AG via the website. In doing so, personal customer details must be entered. The customer's offer is subsequently submitted to Europäische Reiseversicherung AG by accepting the GTC and the insurance terms and conditions (by ticking the checkbox) and clicking on the "Accept" button. The customer must ensure that his/her contact details (address, e-mail address) are correct and that all e-mails from Europäische Reiseversicherung AG can be received.

## 4. Information zu Preisen und Zahlungsbedingungen

All insurance premiums on the website include insurance premium tax and are applicable at the time the order is placed. Invoices are billed in EUR.

The customer can pay by credit card, EPS, Sofortüberweisung (Klarna), PayPal, Apple Pay or Google Pay.

## 5. Information on the insurance contract, electronic policy/application confirmation

When taking out insurance cover for one trip (or event, seminar, etc.), the insurance policy shall be sent to the customer by e-mail, immediately after the order has been placed.

For annual travel insurance (insurance cover for all trips during a year), the customer will receive by e-mail a confirmation regarding receipt of the application (application confirmation), including a reference to any preliminary coverage. The insurance policy for annual travel insurances will be sent separately by post to the address of the policy holder specified when taking out insurance.

The insurance policy/order confirmation contains the description of the selected product, the policy number/application number, the date of concluding the insurance contract, insurance terms and conditions, the total costs (= premium incl. insurance premium tax), the geographical scope of

application, where applicable, as well as details regarding the start of travel and booking date of the trip, the personal details of the insured party and insured persons and a link to these GTC for Online Contracts.

The insurance policies additionally include a link to the relevant product information sheet (including benefit overview, insurance terms and conditions and information on what to do in the event of having to make an insurance claim).

When taking out insurance cover for one trip (or event, seminar, etc.) the policy holder has the right to receive a printed copy of policy/confirmation of coverage on request.

## **6. Liability, warranty**

The information on the website of Europäische Reiseversicherung AG has been prepared with the utmost care and attention and is reviewed and updated on an ongoing basis. Furthermore, Europäische Reiseversicherung AG endeavours to keep the website of Europäische Reiseversicherung AG accessible at all times.

Europäische Reiseversicherung AG assumes no liability for the correctness, completeness and topicality of the information content, as well as the programming. This specifically relates to errors and delays in data transmission, errors caused by viruses and any type of technical fault.

In no case, shall Europäische Reiseversicherung AG be held liable for any direct or indirect losses caused as a result of using information or material from the website of Europäische Reiseversicherung AG or from access through links to other websites.

## **7. Applicable law and legal jurisdiction**

Austrian law shall apply to all legal transactions between the parties.

For consumers, this choice of law shall only apply provided that this does not remove the protection granted by statutory legal provisions of the state in which the consumer has his/her usual abode.

If the customer is not a consumer, the registered office of Europäische Reiseversicherung AG shall be the sole legal jurisdiction for all disputes arising from insurance contracts concluded through the website of Europäische Reiseversicherung AG. This shall also apply if the customer has no general legal jurisdiction in Austria or the EU or if his/her place of residence or usual abode are not known at the time of legal action being filed. Otherwise, the consumer court of jurisdiction shall apply.

## **8. Information on contract language**

The contract language is German. If the English-language version of the website is selected for the contract conclusion/application, English shall also be the contract language.

## **9. Right of withdrawal**

For insurance contracts concluded via the website of Europäische Reiseversicherung AG the customer has the right to withdraw without providing reasons within 14 days via E-mail or mail to the contact addresses provided below. Relevant for compliance with the withdrawal time limit is the dispatch date of the withdrawal. The withdrawal period shall start on the date on which the contract is concluded. If the customer only receives the contractual terms and conditions after conclusion of the contract, the withdrawal period shall begin on the date on which the contractual conditions are

received. If the customer does not make use of the withdrawal right, the contract shall be deemed concluded for the relevant term.

Within the withdrawal period, Europäische Reiseversicherung AG shall only be permitted to fulfil the contract with the customer's explicit consent. If the customer withdraws from the contract, mutually provided services (e.g., monetary amounts) and benefits drawn from these (e.g., interest) shall be returned within a time limit of 30 days. Furthermore, Europäische Reiseversicherung AG can immediately demand relevant agreed payments and cost compensation, if it has provided services for the customer before the withdrawal became valid. The withdrawal right shall lapse if the contract has been completely fulfilled by both parties.

The withdrawal shall be addressed to:

Europäische Reiseversicherung AG  
Kratowjlestraße 4, A-1220 Vienna  
Fax +43 1 319 93 67  
E-mail: [info@europaeische.at](mailto:info@europaeische.at)

## 10. Complaints and dispute arbitration board

If you have any complaints please use our contact form, send an e-mail ([beschwerde@europaeische.at](mailto:beschwerde@europaeische.at)) or contact us by letter (Europäische Reiseversicherung AG, z.Hd. Beschwerdestelle, Kratowjlestraße 4, 1220 Wien).

Further you may contact:

- **Association of Austrian Insurance Companies** [www.vvo.at](http://www.vvo.at), Schwarzenbergplatz 7, 1030 Wien
- **Arbitration body for consumer business** [www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at)
- **Insurance Complaints Office** at the Federal Ministry of Social Affairs, Health, Long-Term Care and Consumer Protection E-Mail: [versicherungsbeschwerde@sozialministerium.at](mailto:versicherungsbeschwerde@sozialministerium.at); Stubenring 1, 1010 Wien

For online contracts consumer may contact:

- out-of-court dispute arbitration board of the **Internet Ombudsman** [www.ombudsmann.at](http://www.ombudsmann.at)
- **Online Dispute Resolution-Platform** ("ODR-Plattform") of the European Union [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

Please note that our competent Supervisory Authority is the FMA Austrian Financial Market Authority [www.fma.gv.at](http://www.fma.gv.at) (Otto-Wagner-Platz 5, 1090 Wien).

## 11. Miscellaneous

The essential characteristics of the insurance products (scope of cover, insurance terms and conditions, behaviour in the case of an insurance claim, information on the insurer) are displayed in the form of information sheets on the website of Europäische Reiseversicherung AG.

In the event of a contradiction between a provision of these GTC and a provision of the insurance terms and conditions applicable to the relevant product, the provision applicable to the relevant product shall take priority over the insurance terms and conditions.