

**General Terms and Conditions of  
Europäische Reiseversicherung AG for the  
Conclusion of Insurance Contracts  
on the EUROPÄISCHE Website  
(GTC for Online Contracts)  
(As of: 1<sup>st</sup> June 2016)**

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**1. Vendor identification**

**Europäische Reiseversicherung AG**

Kratochwjlestraße 4

A-1220 Vienna

Tel. +43/1/317 25 00

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

<http://www.europaeische.at>

**Company registration number**

FN 55418y

**Company Register Court**

Vienna Commercial Court

**2. Scope**

These GTC of Europäische Reiseversicherung AG (referred to below as “EUROPÄISCHE”) shall apply to all insurance contracts, which the customer concludes with EUROPÄISCHE through the EUROPÄISCHE website. Furthermore, the envisaged insurance terms and conditions for the relevant insurance product shall apply. EUROPÄISCHE offers insurance to consumers pursuant to Article 1 KSchG [Austrian Consumer Protection Act], as well as to entrepreneurs. An entrepreneur is any natural person or legal entity or a partnership with a legal capacity, which exercises its independent professional/commercial activity upon conclusion of the contract.

**3. Information regarding the contract conclusion**

None of the insurance products on the EUROPÄISCHE website represents an offer by EUROPÄISCHE. The customer submits a binding offer to EUROPÄISCHE. This offer can be submitted online through the EUROPÄISCHE website. In doing so, personal customer details must be entered. The customer’s offer is subsequently submitted to EUROPÄISCHE 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 can be received.

The contract is concluded exclusively in the manner described in this point 2.

#### **4. Information on prices and payment terms**

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 select the following forms of payment: credit card, bank collection (direct debit).

When paying by credit card, the customer is charged immediately after the order is placed. When paying by bank collection (direct debit), the payment amount is collected from the customer's specified giro account. The customer hereby irrevocably authorises EUROPÄISCHE to collect the payments due from him/her via direct debit, by charging his/her giro account.

The customer shall only be entitled to setoff, if the counterclaim is undisputed, has been legally established or is acknowledged by EUROPÄISCHE.

The customer can only exercise a right of retention in respect of claims arising from the same contractual relationship.

#### **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 (**including the information regarding the right of withdrawal/cancellation for consumers, see point 9 of the vendor identification** of EUROPÄISCHE).

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 EUROPÄISCHE website has been prepared with the utmost care and attention and is reviewed and updated on an ongoing basis. Furthermore, EUROPÄISCHE endeavours to keep the EUROPÄISCHE website accessible at all times.

EUROPÄISCHE 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 be held liable for any direct or indirect losses caused as a result of using information or material from the Europäische website 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 an entrepreneur, a legal entity under public law or a special fund under public law, the registered office of EUROPÄISCHE shall be the sole legal jurisdiction for all disputes arising from insurance contracts concluded through the EUROPÄISCHE website. 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.

We also acknowledge the legal jurisdiction at the consumer's place of residence.

## **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/cancellation for consumers**

**For insurance contracts concluded through distance selling (via the EUROPÄISCHE website) with a term of one month or more, consumers have the right to withdraw without providing reasons within 14 days in written form\* to the contact address provided in the imprint. The dispatch date of the withdrawal is relevant for compliance with the withdrawal time limit. 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 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. A time limit of 30 days shall apply: For the customer, from the date on which he/she sent the withdrawal declaration; for EUROPÄISCHE, from the date on which it received the withdrawal declaration. Furthermore, EUROPÄISCHE 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 and the customer has explicitly consented.**

**\*written form (written but without signature): Statements and information sent to the insurer in a way making permanent storage possible (print out or saving, e.g. by fax or e-mail, but not messages by SMS) and clearly attesting within the text the person making the statement. Written statements (with signature) are of course as well valid.**

**The withdrawal shall be addressed to:**

**Europäische Reiseversicherung AG**

**Kratochwjlestraße 4, A-1220 Vienna**

**Fax +43 1 319 93 67**

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

## **10. 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, Kratochwjlestraße 4, 1220 Wien).

Further you can contact:

The **Association of Austrian Insurance Companies** [www.vvo.at](http://www.vvo.at), Schwarzenbergplatz 7, 1030 Wien

The **arbitration body for consumer business** [www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at). The participation is not obligatory for the insurer.

For online contracts consumer can contact the out-of-court dispute arbitration board of the **Internet Ombudsman** [www.ombudsmann.at](http://www.ombudsmann.at) or

the **Online Dispute Resolution-Platform** (“ODR-Platform”) 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 (scope of cover, insurance terms and conditions, behaviour in the case of an insurance claim, information on the insurer) of the insurance products are displayed in the form of information sheets on the EUROPÄISCHE website.

Prior to submitting the application (order), the customer can correct his/her details using the keyboard and browser. Finally, prior to submission of the application (order), all details are displayed again as a summary for review. The details can be further corrected by clicking on the “Back” button.

The contract details are stored by EUROPÄISCHE. Contract conclusion occurs through the offer by the customer and acceptance by EUROPÄISCHE.

EUROPÄISCHE can accept or reject the customer’s offer pursuant to point 2.

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.