

Insurance conditions for Corporate Travel Insurance CTI 2003 (VCTI 2003)

The official text is the German version of the Insurance conditions for Corporate Travel Insurance CTI 2003 (VCTI 2003) the "Versicherungsbedingungen für Corporate Travel Insurance CTI 2003 (VCTI 2003)". Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

PLEASE NOTE Only those parts of the Insurance conditions for Corporate Travel Insurance CTI 2003 (VCTI 2003) shall apply which correspond to the scope of benefits specified in the policy.

Insurer

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I. General section

Common provisions

Article 1 Definitions

1. Policyholder: The company that has concluded the insurance contract with EUROPAISCHE REISEVERSICHERUNG AG and which is identified by name in the insurance policy.
2. Business trip: Journeys and stays abroad that are directly linked to the traveller's profession or company or to a paid commission arranged by the policyholder. In the event of a claim, the insurer is entitled to have the validity of a business trip confirmed by the policyholder.
3. Abroad: 'Abroad' shall refer to any country other than the country in which the insured person has established his or her permanent place of residence.
4. Insured persons: Persons who undertake business trips on the instruction and/or at the expense of the policyholder.

Article 2

Period of insurance, geographical areas covered

1. Insurance cover for business trips applies from the time when the insured person leaves either their place of residence or the company's offices and ends either at the return of the insured person to either their place of residence or the company's offices, or upon expiry of the insurance (see also Art. 5). During business trips, both the professional and the leisure activities of the insured person are covered by the insurance.
Cover can also be extended to include private journeys provided that this is agreed in the insurance contract.
The insurance cover provided ends in all cases at 24.00 hrs local time on the 90th day of any uninterrupted trip and/or period of stay.
2. Insurance cover for business trips applies worldwide, with the exception of Module E "Motor vehicle assistance" (see Art. 54).

Article 3

Range of benefits and insured amount

The range of benefits is set down in writing in the insurance contract. The insured amount constitutes the insurer's maximum payment for all insured events per insured person and per occurrence of an insured event (exception: Art. 29, paragraph 2.).

Article 4

Payment of premiums

1. Payment in advance
The policyholder shall pay the premium at the beginning of the period of insurance. The premium is calculated on the basis of the contractually agreed extent of cover and the number of estimated days of travel (broken down into the areas Europe and worldwide) that are notified to the insurer at the beginning of the period of insurance.
2. Refund of premiums/supplementary premium payments
At the end of the period of insurance, the policyholder shall report to the insurer the actual number of days of travel accumulated during the period of insurance (broken down into the areas Europe and worldwide). If this results in a deviation of more than 15% from the premium calculated at the beginning of the period of insurance (see paragraph 1.), the policyholder shall have to make supplementary premium payments/shall be refunded the surplus premium payments (taking into account the minimum annual premium of € 440.00).
3. The policyholder shall also submit to the insurer the number of days of travel accumulated in connection with branches or associated companies that are included in the insurance contract, and shall pay the premiums derived therefrom.

Article 5

Period of insurance, due date of premium, provisional/interim cover

1. Unless otherwise agreed in the insurance contract, the period of insurance shall be one year.
2. The policyholder is required to pay the initial premium within 14 days of the conclusion of the insurance contract (receipt of policy or separate declaration of acceptance), following the notice and demand for premium payment (affirmation of policy). The subsequent premiums shall be payable on the agreed due dates.
3. In the event of late payment, the provisions of Sections 38 and 39 of the Insurance Contract Act shall apply.
4. Prior to affirmation of the policy (payment of the initial premium), the insurer shall provide provisional or interim cover. Provisional cover ceases upon affirmation of the policy (payment of the initial premium) and shall no longer be effective if the application is accepted without change and the policyholder, owing to some fault on his part, defaults on the payment of the initial premium (paragraph 3.). The insurer is entitled to terminate the provisional cover with two weeks' notice. In this case, the insurer is entitled to the prorated portion of the premium, based on the time during which insurance cover was provided.

Article 6

Duration and termination of insurance cover, change of premium

1. Either party may terminate the insurance contract at one month's written notice at the end of each period of insurance, provided that the term of insurance was at least one year. The term of insurance shall be renewed for successive periods of one year if the right of cancellation is not exercised.
2. The insurer may increase the premium with effect from the beginning of the next period of insurance. The policyholder may terminate the insurance contract with immediate effect within one month of receipt of the insurer's notice of a premium increase, but no earlier than at the time of the implementation of the increase.
3. Upon termination of the contract, the policyholder is obliged to inform all employees concerned about expiry of the insurance cover and to notify the employees of the fact that the previously issued emergency cards have ceased to be valid. Events of loss or damage occurring after termination of the contract are not covered. The insured person shall repay any advance payments to the insurer within a period of one month after submission of the invoice.

Article 7 Exclusions

- Insurance cover is not provided for events that:
 - are caused deliberately by or because of the gross negligence of the insured person;
 - are directly or indirectly connected with acts of war of any kind;
 - occur as a result of violence on the occasion of public gatherings or demonstrations, if the insured person actively takes part therein;
 - are caused by suicide or attempted suicide;
 - arise as a result of official orders;
 - are caused, directly or indirectly, by the influence of ionising radiation within the meaning of the Radiation Protection Act, as amended, or by nuclear energy;
 - are suffered by the insured person as a result of a significant impairment of his or her psychological and physical state of health owing to alcohol, addictive drugs or medicaments;
 - occur when using paragliders and hang-gliders, during participation in motor-sports competitions (including classification drives and rallies) and the corresponding training drives;
 - occur during participation in provincial, federal or international sports competitions and the official training for these events;
- In addition to these general exclusions from insurance cover, special exclusions are regulated in Articles 23, 33, 37, 49 and 66.

Article 8 Conditions

- Conditions, the infringement of which shall release the insurer from payments or benefits pursuant to Sec. 6 of the Insurance Contract Act, are as follows:

The insured person shall:

 - prevent insured events as far as possible or minimise their consequences, thereby complying with any instructions from the insurer;
 - inform the insurer as soon as possible, truthfully and comprehensively in writing, if necessary also by telephone or fax, of the occurrence of an insured event;
 - upon receipt of forms serving the insurer for the processing of the claim, complete such forms in full and return them to the insurer as soon as possible;
 - do everything reasonable to clarify the causes, course and consequences of the insured event;
 - empower and arrange for all authorities and treating doctors and/or hospitals, social insurance funds and private insurers involved in the insured event to provide the information requested by the insurer;
 - secure claims for damages against third parties in the appropriate form and within the deadlines applicable, and if necessary assign such to the insurer up to the amount of the compensation paid;
 - notify the competent security services immediately of any damage caused by punishable actions, stating in detail the facts of the case and the extent of the damage, and have such notification confirmed;
 - deliver to the insurer original evidence that confirms the existence and the amount of the claim to insurance benefits, such as police records, airline confirmations (observance of applicable notification periods required), statements of the facts, medical and hospital certificates and bills, purchase invoices, etc.
- The policyholder shall confirm the existence of a business trip upon request. If an event of loss or damage has occurred during a journey other than an insured journey, such an event shall not be covered and any compensation payments already made shall be reclaimed from the policyholder.
- In addition to these general conditions, special conditions are regulated in Articles 24, 34, 38, 50 and 67.

Article 9 Form of declarations

The written form shall be required for notifications and confirmations by the policyholder and the insured person to the insurer.

Article 10 Subsidiarity

All insurance benefits, with the exception of those arising from travel accident insurance (permanent disability and death), are subsidiary. They shall therefore be provided only if compensation cannot be obtained from other existing insurance agreements.

Article 11 Multiple insurance

If the policyholder receives benefits from other insurance contracts or from a social insurance company relating to the same insured event, then the claim to insurance benefits arising out of this contract shall be reduced in such a way that the total of the benefits arising out of all contracts shall not exceed the total of the damages to be covered by the insurance.

Article 12 Compensation

- As a general rule, compensation payments are paid by the insurer to the policyholder.
- Once the insurer's obligation to pay has been determined in terms of reason and amount, the compensation payment shall be due two weeks thereafter (see also special agreement in Module B: Travel accident insurance, Art. 31).
- If official investigations or proceedings have been initiated in connection with the insurance claim, the insurer shall be entitled to raise a defence that the debt is not yet due until the conclusion of such.

Article 13 Liability

With the exception of liability for his or her own errors and omissions, the insurer shall not assume liability for any claims resulting from the errors or omissions of third parties, irrespective of these parties' own liability provisions.

Article 14 Assignment and pledging of insurance claims

Insurance claims can only be assigned or pledged if they have been finally determined in terms of reason and amount.

Article 15 Place of jurisdiction and applicable law

Claims arising from the insurance contract may be asserted at the court with subject matter jurisdiction in Vienna. The insurance contract shall be governed by Austrian law. Ascertainment of damage/claims is undertaken in Austria according to Austrian criteria.

II. Assistance

Article 16 Information

The insurer shall, upon request, provide travel information, such as:

- Vaccination and health regulations;
- Regulations on entry, transit and multiple entries (visa, etc.);
- Foreign currency regulations, national currency (currency import and export limits);
- Information about local geographical, cultural and climatic conditions;
- Addresses of diplomatic and consular representations;
- Travel routes, aeroplane connections, and air carriers;
- Hotels.

Article 17 Organisational assistance

The insurer provides organisational assistance in the emergency situations listed below. The emergency centre can be contacted 24 hours a day.

- Replacement ticket
If a ticket (plane, train, bus or ship) is lost during the journey, the insurer shall arrange for the issue of a replacement ticket. The costs of the replacement ticket shall be borne by the policyholder.
- Interpreter
If communication difficulties occur when dealing with the police or the authorities, the insurer shall arrange for an interpreter and shall bear the cost of the interpreter up to the contractually agreed insured amount.
- Forwarding of messages
If it is not possible for an insured person to send a message to a close relative or to his or her employer, the insurer shall ensure that the message is sent and shall pay the telephone and fax costs incurred as a result.
- International tracing service
If it proves necessary to trace an insured person through the public media during his or her journey as a result of
 - death, serious illness or accident involving a close relative of the insured person; or
 - proven significant damage to the insured person's assets, the necessary measures shall be arranged by the insurer and the costs incurred shall be borne by the insurer up to the contractually agreed insured amount.
- Key- and luggage-finding service
On request, the insurer shall provide key rings and luggage tags showing the insurer's address. If the insured person loses a key or a piece of luggage, the lost item, when it is retrieved, can be delivered to the insurer as a result of the information contained on the attached tag, and the insurer shall then deliver it to the owner free of charge.
- Emergency situations not specified
If, during a journey, an insured person finds him- or herself in an emergency situation that is not defined as an insured event in the insurance conditions, and he or she requires help to deal with this situation, the insurer shall make every effort to provide the best possible assistance. On request, the insurer shall take the necessary organisational steps and shall bear the telephone and fax costs that are incurred in the process.

III. Special section

Module A: Medical services and personal protection

Article 18 Insured event

An insured event shall be deemed to be an acute illness, the occurrence of an accident or the death of the insured person during an insured journey (as per Art. 2).

Article 19 Insured object

The insurer shall reimburse the costs arising as a result of an insured event abroad. 'Abroad' shall refer to any country other than the country in which the insured person has established his or her permanent place of residence. Additionally, costs as referred to in Art. 20 (paragraph 1.5. and paragraph 1.9.) and Art. 22 are also reimbursed on the basis of an insured event in the home country.

Article 20 Range of benefits provided

- Up to the agreed insured amount, the insurer shall refund proven costs for:
 - outpatient medical treatment;
 - medicines prescribed by a doctor;
 - transport of medicaments, eyeglasses and prostheses: If an insured person needs prescription medicines or serums which are not available at the place of stay and which cannot be substituted by other medicines, then the insurer shall arrange for the dispatch of such medicines or serums in consultation with the doctor and shall also bear the dispatch costs. The same applies for destroyed or lost eyeglasses and prostheses. The acquisition costs shall be borne by the insured person.
 - inpatient treatment in a hospital that is generally recognised as a hospital in the country of stay and is under permanent medical supervision. Either the hospital at the place of stay or the nearest hospital shall be used. If the hospital stay is expected to last longer than three days, the insurer shall be notified as soon as possible on pain of loss of the insurance cover or a reduction of the benefit;
 - transport to the nearest hospital and medically necessary transport to another hospital, organised by the insurer;
 - the return transport of the insured person organised by the insurer, as soon as medically feasible and justifiable, by way of a medically adequate means of transport (including air ambulance), to Austria or the country where the insured person has his or her permanent residence or a valid social insurance;
 - the earliest possible transport home after a hospital stay of at least three days, even if this is not medically necessary, organised by the insurer and, depending on the insured person's state of health, either by rail, bus, ambulance or aeroplane and, if necessary, accompanied by a doctor (but not by air ambulance);
 - the transport of the luggage carried by the insured person;
 - the transport of deceased persons or alternatively a funeral at the place of the event (up to a maximum of € 2,000.00 per person);
 - the travel costs of a replacement colleague coming to the insured person's place of stay. In addition, the insurer shall bear the costs arising in connection with the return journey of the replacement colleague that result from changing the original, unused, ticket. If an additional ticket must be issued for the return journey of the replacement colleague because the ticket of the insured person cannot be used, the insurer shall bear the costs incurred as a result.

2. If the stay in the hospital abroad lasts longer than five days, the insurer shall organise the journey of persons close to the insured person to the place of the hospital stay and from there back to the place of residence, and shall pay the cost of a reasonable means of transport. The costs of the local stay are covered up to the contractually agreed insured amount.
3. The insurer shall, where necessary, provide the hospital abroad with a guarantee of undertaking of costs up to an amount of € 15,000.00, which will be increased, if applicable, up to the insured amount specified in the insurance document. If an advance payment is necessary in this connection – or in connection with the benefits itemised in paragraphs 1.5 or 1.6. – and if the amounts spent by the insurer are not the responsibility of a health insurance fund or a third party, or are not to be paid by the insurer on the basis of this contract, the insured person shall refund such to the insurer within one month of submission of invoice.
4. The doctors' and/or hospital's invoices must bear the name and date of birth of the insured person and the type of illness and treatment.
5. The benefits shall be paid in EURO. Provided that the purchase of foreign currency is proven, it shall be converted using the proven exchange rate. If no proof is submitted thereof, the exchange rates pursuant to the exchange rate list of the Official Gazette of the Austrian Fiscal Administration at the time of the insured event shall apply.

Article 21

Extended insurance cover in case of existing complaints

The insurer shall reimburse the costs stated in Art. 20, paragraphs 1.1. – 1.7. up to the maximum insured amount of € 36,500.00 in the case of:

1. existing complaints and
2. the consequences of accidents or illnesses treated or requiring treatment during the six months prior to the start of the journey if they unexpectedly become acute.

Article 22

Search and recovery costs

The insurance shall cover, up to the insured amount agreed in this respect, the proven costs of a search for the insured person and of his/her transport to the next passable road or to the nearest hospital if the insured person is uninjured, injured or dead and must be recovered because

1. he/she has suffered an accident;
2. he/she is in distress in the mountains or at sea;
3. there is a justified assumption of one of the situations specified in paragraphs 1. and 2.

Article 23

Exclusions

Refunds shall not be made for the costs of:

1. treatment that is exclusively or partially the reason for commencing a journey;
2. treatment with respect to which, at the time of the journey, it was known or ought to have been expected that it might occur if the journey proceeded according to plan;
3. costs of treatment at specific locations (spa treatment);
4. conservative or prosthetic dental treatment;
5. provision of aids (e.g. eyeglasses, orthotic inlays, prostheses) with the exception of Art. 20, paragraph 1.3.;
6. delivery and termination of pregnancy;
7. vaccinations, expert medical testimonies and attestations;
8. check-up examinations and follow-up treatment (e.g. therapies);
9. special benefits in the hospital, such as single room, telephone, TV, etc.

Article 24

Conditions

The insured person undertakes to notify the insurer as soon as possible of the insured event, at the latest at the time at which the costs according to the range of benefits (Art. 20) are incurred. Organisational measures in connection with the range of benefits must be effected by the insurer; otherwise, no costs will be refunded.

Article 25

Limitation in time and content of the payment obligation

1. If the transport home of the insured person is not possible by the end of the insured journey on the grounds of his or her inability to be transported, the insurer shall refund the costs of treatment until the day that the insured person is able to be transported, but not longer than for a total of 90 days from the occurrence of the insured event.
2. The insured person must assert his or her claims initially with his or her social or private insurance company. If no such social or private insurance exists, or if such an insurance fails to pay benefits, the insurer's liability for compensation shall be reduced by 10%.

Module B: Travel accident insurance

Article 26

Insured event and insurance cover

1. The insured event shall be the occurrence of an accident.
2. An accident shall be deemed to be an event occurring independently of the insured person's will that suddenly has a mechanical or chemical effect on his or her body from outside and causes physical damage.
3. The term 'accident' shall also be deemed to include the following events that occur independently of the insured person's volition:
 - burns, scalds;
 - drowning;
 - the effect of lightning or electrical energy;
 - the inhalation of gases or vapours, the intake of poisonous or corrosive substances unless these have a gradual effect;
 - the twisting of limbs and strains and ruptures of muscles, tendons, ligaments and capsules located on limbs and the spinal column as a result of a sudden deviation from a planned course of movement.
4. Illnesses shall not be deemed to be accidents, nor shall contagious diseases be seen as a consequence of an accident. This shall not apply to tetanus and rabies caused by an accident pursuant to paragraph 2.

Article 27

Permanent disability

1. If within one year from the date of the accident it becomes apparent that a permanent disability shall remain as a consequence of the accident, the amount corresponding to the degree of disability shall be paid (without progressive benefits) if the degree of disability corresponds to or exceeds the degree of disability specified in the insurance policy.

2. For the determination of the degree of disability, the following rates shall apply:

For the complete loss or complete loss of function	
– of an arm from the shoulder	70%
– of an arm up to above the elbow	65%
– of an arm below the elbow, or a hand	60%
– of a thumb	20%
– of an index finger	10%
– of another finger	5%
– of a leg up to above the middle of the thigh	70%
– of a leg up to the middle of the thigh	60%
– of a leg up to the middle of the lower leg, or a foot	50%
– of a big toe	5%
– of another toe	2%
– of sight in both eyes	100%
– of sight in one eye	35%
– if the sight in the other eye had already been lost before occurrence of the insured event	65%
– of hearing in both ears	60%
– of hearing in one ear	15%
– if hearing in the other ear had already been lost before occurrence of the insured event	45%
– of the sense of smell	10%
– of the sense of taste	5%
3. In the event of a partial loss of or a partial loss of function of the aforementioned body parts or organs, the rates in paragraph 2. shall be applied pro rata.
4. If the degree of disability pursuant to paragraph 2. cannot be determined, the decisive factor shall be the extent to which the physical or mental capacity is impaired according to medical points of view.
5. More than one rate resulting from paragraphs 2. and 4. shall be added together; the insurance benefit, however, shall be limited to the insured amount.

Article 28

Death

1. If an accident results in death within one year of the date on which the accident occurred, the amount for which the insured person is insured in case of death shall be paid out.
2. Only payments made for permanent disability resulting from the same event will be deducted from the insurance benefit paid in the event of death. The insurer is not entitled to demand repayment of any surplus amounts paid out for permanent disability.

Article 29

Limitation of insurance cover

1. Restrictions on the insurance cover:
 - 1.1. Insurance benefits shall be paid only for the physical injuries caused by the accident.
 - 1.2. When determining the degree of disability, a deduction shall be made only to the amount of a previous disability if the accident affects a physical or mental function that was already previously impaired. The previous disability shall be calculated according to Art. 27, paragraphs 2. and 4.
 - 1.3. If illnesses or infirmities existing before the accident influence the consequences of the accident, the benefit shall be reduced in accordance with the share for which the illness or the infirmity is responsible, provided that such a share amounts to at least 50% of the degree of disability specified in the policy.
 - 1.4. Benefits will only be paid for organically caused impairment to the nervous system if and to the extent that such impairment is due to organic damage caused by the accident. Mental abnormalities (neuroses, psychoneuroses) shall not be deemed to be consequences of accidents.
 - 1.5. Benefits will be paid for intervertebral disc hernias only if they are caused by direct mechanical effects on the spinal column and do not constitute a deterioration of illness symptoms existing before the accident.
 - 1.6. Benefits will be paid for stomach and abdominal hernias only if they are directly caused by a mechanical effect coming from outside and were not inherent.
2. If several insured persons use the same means of transport (for instance in the case of company outings), the maximum amount of insurance benefit in the event of an accident involving these persons is five times the contractually agreed insured amount. If the total of the claims of such insured persons exceeds the agreed maximum amount, the benefit paid in respect of each individual insured person will be reduced in the ratio of the sum of the contractual individual claims to this amount.

Article 30

Determination of benefits

1. In the first year after the accident, a benefit for disability shall be paid only if the manner and extent of the consequences of the accident have been determined beyond doubt from a medical point of view.
2. If the degree of permanent disability has not been determined beyond doubt, both the insured person and the insurer shall be entitled to have the degree of disability determined again annually by a doctor for up to four years following the date of the accident, and, from two years after the date of the accident, also by the Medical Commission.
3. If the insured person dies owing to a cause not related to the accident within four years of the occurrence of the accident, benefits shall be paid only if permanent disability at a degree of at least that specified in the insurance policy would definitely have been expected on the basis of the medical findings last issued. In the event of death at a later time, no benefits can be claimed.

Article 31

Recognition of insurance benefits

In cases of claims for benefits for permanent disability, the insurer undertakes to confirm within three months whether and to what extent it acknowledges its obligation to pay benefits. The deadlines shall commence upon receipt of the documents that the claimant shall provide in order to establish the details of the accident and the consequences of the accident and the conclusion of the healing process.

Article 32

Procedure in the event of differences of opinion (Medical Commission)

1. The Medical Commission's decision shall prevail in the event of differences of opinion concerning the type and extent of the consequences of the accident or the extent to which the impairments incurred are due to the insured event, or concerning the influence of illness or infirmity on the consequences of the accident, and in cases of Art. 30, paragraph 2.
2. In the differences of opinion referred to the Medical Commission for decision pursuant to paragraph 1., the insured party can, within the six months after receipt of the insurer's confirmation pursuant to Art. 31, file an objection specifying his or her claim, and request a decision by the Medical Commission.
3. The insurer shall also have the right to request a decision by the Medical Commission.

4. The insurer and the insured person shall each choose one doctor entered in the Austrian Register of Doctors to be a member of the Medical Commission. If one of the contracting parties fails to nominate a doctor within two weeks of a written demand, such a doctor shall be appointed by the Medical Chamber responsible for the insured person's place of residence. Before beginning their activity, the two doctors shall by mutual agreement appoint as Chairman a further doctor, who, in the event that they are unable to agree or only partially agree, shall decide within the limits imposed by the expert evidence of the first two doctors.
5. The insured person undertakes to allow him- or herself to be examined by the Commission's doctors and to subject him- or herself to any measures that this Commission regards as necessary.
6. The Medical Commission shall keep a record of its proceedings, which shall contain a written justification of the decision reached. In the event of a failure to agree, each doctor shall separately set out his or her opinion in the minutes. If a final decision is required from the Chairman, he or she shall also set it out, with the justification, in the minutes. The files on the proceedings shall be kept by the insurer.
7. The costs of the Medical Commission shall be determined by it and shall be borne in the proportion in which the insurer and the insured person are successful. In the case of Art. 30, paragraph 2., the costs shall be borne by whomever requests a new determination. The share of the costs to be borne by the insured person shall be limited to 10% of the sum insured for permanent disability.

**Article 33
Exclusions**

Insurance shall not extend to accidents

1. resulting from physical damage in the event of therapeutic measures and operations that the insured person carries out or arranges to be carried out on his or her body, unless an insured event was the cause of such. If an insured event was the cause, Art. 7, paragraph 1.6. shall not apply;
2. occurring on climbing tours, hiking tours or skiing tours undertaken without a qualified guide.

**Article 34
Conditions**

1. Conditions before occurrence of the insured event:
The condition, which, if infringed, shall release the insurer from its obligation to pay benefits pursuant to Sec. 6 Para. 2 of the Insurance Contract Act, shall be that the insured person, when driving a vehicle, must be in possession of a valid driving licence as legally required for driving the vehicle on roads that are used for public transport; this shall also apply if the vehicle is not driven on roads that are used for public transport.
2. Conditions after occurrence of the insured event:
The conditions, which, if infringed, shall release the insurer from its obligation to pay benefits pursuant to Sec. 6 Para. 3 of the Insurance Contract Act, shall be:
 - 2.1. Medical assistance shall be called upon immediately after the accident, and the medical treatment shall be continued until conclusion of the healing process; likewise, measures shall be taken to ensure reasonable hospital care and, as far as is possible, the prevention and reduction of the consequences of the accident.
 - 2.2. The insurer can demand that the insured person be examined by doctors appointed by the insurer.
 - 2.3. The insured person shall empower and arrange for the doctors and/or hospitals that have treated or examined him or her on other occasions to provide the information requested by the insurer and to supply reports.

Module C: Unforeseen travel disruptions

**Article 35
Insured event: Curtailment of journey**

An insured event shall be deemed to occur if a business trip is curtailed for one of the following reasons:

1. serious accident or unexpected serious illness of the insured person;
2. death, serious accident or unexpected serious illness of a person with a close relationship to the insured person (spouse, biological children, adopted children and stepchildren, parents, siblings) or a replacement colleague of the insured person;
3. serious damage to the property of the insured person at his or her place of residence or at his or her company's premises as a result of fire, act of God or the criminal act of a third party, making the insured person's presence mandatory;

**Article 36
Compensation**

The insurer shall reimburse the insured person, within the limits of the insured amount, for the additional cost of a ticket for the return journey and for a ticket for the journey of a replacement colleague of the insured person to the insured person's place of stay and back. The refund of the return travel costs shall be based on the level of booking that takes into account the type and class of the intended means of transport. If it is necessary to make the journey to the destination/the return journey by plane, and this was not the form of transport originally booked for the journey, the cost of the lowest-priced seat in the relevant class will be reimbursed.

**Article 37
Exclusions**

There shall be no insured event if one of the reasons pursuant to Art. 35 already applied or was predictable at the time of departure.

**Article 38
Conditions**

The insured person undertakes

1. to notify his or her employer and the insurer as soon as possible of the insured event;
2. to return the unused travel vouchers (tickets, etc.) to the insurer upon request.

**Article 39
Insured event: Missed flight or failure of other means of transport**

1. Insured event
An insured event shall be deemed to occur if the departure to the airport/port/railway station can be proven to have been delayed for one of the following reasons and as a result a booked regular departure is missed:
 - 1.1. accident or traffic accident involving the insured person;
 - 1.2. technical defect in the means of transport used;
 - 1.3. flight delay.
2. Compensation
The necessary and proven additional costs for the direct journey to the destination booked at a later point in time shall be refunded, together with any additional costs for a necessary overnight stay and board, up to the agreed insured amount.

**Article 40
Insured event: Delayed journey home**

1. Insured event
An insured event shall be deemed to occur if the booked arrival at the home airport/port/railway station can be proven to be delayed and hence the return from the airport/port/railway station to the place of residence in accordance to the original plan is not possible or cannot reasonably be expected without an overnight stay.
2. Compensation
The necessary and proven additional costs for any necessary overnight stays shall be refunded, up to the agreed insured amount.

Module D: Luggage insurance

**Article 41
Insured event**

The insured event shall be the damage, destruction or loss of the insured objects with proven third-party cause.

**Article 42
Insured and non-insured objects**

1. All objects that are usually taken or acquired on business trips – including those required for the performance of professional activities – shall be covered up to the agreed insured amount, subject to the provisions of paragraphs 2. and 3.
2. The following objects are insured only subject to the following conditions:
 - 2.1. Jewellery, watches, furs, technical devices of any kind including accessories (e.g. cameras, film cameras, video equipment, optical devices, entertainment electronics, mobile telephones, computers) and sports articles (bicycles, surfboards, skis, hunting/sports weapons, etc.) if they
 - are carried and supervised in personal custody securely, such that their removal by a third party is not possible without overcoming an obstacle;
 - are delivered to an accommodation venue, a guarded cloakroom or a luggage storage office/device;
 - are located in a closed and locked room and all existing safety devices (safe, cupboards, etc.) are used,
 - are being worn or used in accordance with their intended purpose (for sports articles and computers: see Art. 49, paragraph 3.).
 - 2.2. Sports equipment (bicycles, surfboards, skis, hunting/sports weapons, etc.), while being transported by a transport company, is only covered provided that it is delivered to the transport company in properly locked containers.
 - 2.3. Jewellery, watches, furs, technical devices of any kind including accessories (e.g. cameras, film cameras, video equipment, optical devices, entertainment electronics, mobile telephones, computers) placed in the custody of a transport company are not covered by the insurance. These articles must be transported as hand luggage.
3. Cover shall not extend to
 - 3.1. money, cheques, securities, tickets, documents and papers of all kinds, animals, antiques, objects of a primarily artistic or sentimental value, relocation goods and objects of a primarily non-realisable value (plans, contracts, etc.);
 - 3.2. motorised land, air and water vehicles, as well as sailplanes, hang-gliders, paragliders, delta gliders, ice yachts, yachts, and accessories, spare parts and special equipment.

**Article 43
Insurance cover for objects in or on motor vehicles left unattended**

1. A motor vehicle shall be deemed to be left unattended if neither the insured person nor a reliable person appointed by him/her and known by name is permanently present with the motor vehicle. Surveillance of an open parking space for general use shall not be deemed to be attendance.
2. Technical devices of any kind, including accessories
Technical devices of any kind, including accessories (e.g. cameras, film cameras, video equipment, optical devices, entertainment electronics, mobile telephones, computers) in or on motor vehicles left unattended are covered by the insurance, provided that
 - 2.1. they are located in a closed inner space or boot that is enclosed by metal, hard plastic or glass and secured by a lock, and all available safety devices have been used. They must be stored in the boot if such is available and storage is possible therein, otherwise they must be stored in such a manner that they cannot be seen from outside;
 - 2.2. Technical devices of all kinds, including accessories, in or on motor vehicles left unattended between 10.00 pm and 6.00 am, are not covered by the insurance.
3. Jewellery, watches and furs
Jewellery, watches and furs in or on vehicles left unattended are not covered by the insurance if their value at the time of acquisition exceeded €200.00.
4. Other objects in or on motor vehicles left unattended are covered by the insurance, provided that
 - 4.1. they are located in a closed inner space or boot enclosed by metal, hard plastic or glass and secured by a lock, and all available safety devices have been used. They must be stored in the boot if such is available and storage is possible therein, otherwise they must be stored in such a manner that they cannot be seen from outside;
 - 4.2. they are stored in a locked container made of metal or hard plastic mounted on the vehicle, or are located on a locked roof rack that cannot be removed by an unauthorised person without the use of force;
 - 4.3. their storage in the accommodation or luggage storage office/device has not been possible or could not be reasonably expected, if the motor vehicle (or trailer) has not been parked for longer than 12 hours and if one of the conditions specified in paragraphs 4.1. and 4.2. was fulfilled.

**Article 44
Commercial goods and collections of samples**

Damage to or loss of commercial goods and collections of samples will be reimbursed (unless otherwise agreed) up to a maximum of 20% of the agreed insured amount.

**Article 45
Damage or loss of computers**

1. Damage to insured computers (PCs, notebooks and PDAs) shall be reimbursed to a maximum of 50% of the agreed insured amount.
2. If insured computers (PCs, notebooks and PDAs) are not in working order or have gone missing after an insured event, the insurer shall bear, up to a maximum limit of 10% of the agreed insured amount, the cost of hiring similar computer equipment until the equipment is back in working order or is retrieved.
3. If software or data has been damaged as a result of an insured event, the insurer shall bear, up to the agreed insured amount, the costs necessary for the restoration of the software or data at the place of residence.

Article 46
Loss of travel documents

If, during an insured journey, a document (e.g. passport, personal identity card, driving licence, registration papers) is lost, the insurer shall assist in the provision of replacement documents and shall bear the official fees arising in connection with the provision of these.

Article 47
Advance of means of payment

1. Insured event
An insured event shall be deemed to occur if the insured person encounters a financial emergency during a journey because his or her means of payment for the journey have got lost/been taken against his or her will.
2. Insurance benefit
 - 2.1. The insurer shall establish contact between the insured person and his or her own bank, shall assist in the transfer of the amount made available by the insured person's bank and shall bear the costs of the transfer of the money.
 - 2.2. If contact cannot be made with the insured person's bank within 24 hours, the insurer shall make an advance up to the agreed amount for such a purpose and shall bear the costs of the transfer of the money. The advance shall be granted only against confirmation of receipt and an undertaking to repay.
3. Duties of the insured person
The insured person undertakes to repay the advance payment to the insurer within two weeks of his or her return from the journey, at the latest, however, within the two months following receipt of the payment.

Article 48
Delayed arrival of luggage

Expenditure on replacement items for personal necessities that results from a delayed arrival of luggage at the destination shall be refunded as follows:

1. up to € 360.00 if the luggage is delayed for at least four hours, or
 2. up to € 750.00 if the luggage is delayed for at least 24 hours.
- Delayed arrival of luggage at the place of residence or the company offices is not covered by the insurance.

Article 49
Exclusions

Insurance cover is not provided for events that

1. result from the natural or faulty characteristics, general wear and tear, faulty packaging or faulty closure of the insured objects;
2. are caused by the insured person's own fault, by forgetting, leaving behind, losing, misplacing, dropping, leaving suspended or leaving standing, faulty storage or faulty supervision;
3. occur to computers or sports articles while in use (bicycles, surfboards, skis, hunting/sports weapons, etc.);
4. constitute a consequence of insured events.

Article 50
Conditions

Losses occurring while in the custody of a transport company or an accommodation establishment shall be notified by the insured person immediately, and a request for confirmation shall be made. In the case of damage not visible externally, the transport company shall be requested to inspect and confirm the damage immediately following discovery. The applicable periods for complaints and claims shall be complied with.

Article 51
Amount of compensation

1. If an insured event occurs, the insurer shall refund up to the agreed insured amount – the current value of destroyed or lost objects, unless otherwise agreed in the insurance contract;
 - for damaged, repairable objects, the necessary repair costs, but at most the current value;
 - for films, sound and data media and the like, the material value;
 - the necessary fees for cancellation and replacement of destroyed or lost credit cards.
2. The current value shall be the replacement price of the insured objects on the day of the damage, less a reduction in value for age and wear. If replacement is not possible, the price of the acquisition of objects of the same kind and quality shall be used.
3. The insurer shall waive the defence of underinsurance.

Module E: Motor vehicle assistance

Article 52
Insured object

All company vehicles and vehicles that are used for company tasks and for which the company pays a kilometre allowance are deemed to be insured, provided that the registration numbers are stated in the insurance policy.

Article 53
Definitions

A vehicle shall be

1. a passenger car, delivery van or motorcycle, provided that driving the vehicle is permitted with an Austrian class A or B driving licence or an equivalent EU driving licence and also provided that the journey commenced at the place of residence/company offices;
2. a similar vehicle that has been hired as a result of the breakdown/loss of the original vehicle during the journey.

Article 54
Geographical area covered

Insurance cover extends to the countries of Europe in the geographical sense and includes in any event all signatory states to the Multilateral Guarantee Agreement between National Insurers' Bureau of March 15, 1991 (Belgium, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Luxembourg, the Netherlands, Norway, Austria, Portugal, Sweden, Switzerland, Slovakia, Slovenia, Spain, the Czech Republic, Hungary).

Article 55
Technical assistance and emergency aid at the scene of the insured event

If the insured vehicle is not in working order after a breakdown (brake damage, operational damage or breakage resulting from a material defect or material fatigue) or an accident (an accident is an incident that involves a direct, sudden mechanical force acting on the insured vehicle or the insured person), the insurer shall arrange, at its own cost, for the vehicle to be restored to working order at the place where the damage

occurred. This insurance benefit is limited to a maximum amount of € 220.00 (including the use of small parts carried by the repairer).

Article 56
Vehicle recovery after breakdown or accident

If the insured vehicle has left the road after an accident, the insurer shall arrange for the recovery of the vehicle including the luggage (to the customary extent) that was brought along or acquired, and shall bear the costs incurred as a result.

Article 57
Removal of vehicle after breakdown or accident

If the insured vehicle is unable to continue its journey after a breakdown or accident and if it is impossible to restore the vehicle to working order at the site of the accident, the insurer shall arrange for the towing of the vehicle, including the luggage, to the nearest garage that is able to repair the vehicle properly, and shall bear the costs incurred as a result, up to the contractually agreed insured amount.

Article 58
Assistance in the event of breakdown, accident or loss of vehicle

1. If the insured vehicle is not in working order after an accident or breakdown, and if it is not repaired at the place where the damage occurred or at the nearest garage that is able to perform the repairs properly, the following costs shall be borne for the persons directly affected by this (the legitimate driver and/or the legitimate passengers):
 - 1.1. costs of the journey from the place where the damage occurred to the destination and of the return journey to the place where the damage occurred/garage, or
 - 1.2. costs of the journey from the place where the damage occurred to the ordinary place of residence of all persons whose journey has been curtailed if the repair of the vehicle is carried out at the place where the damage occurred, and the costs of the return journey by one person to the place where the damage occurred to pick up the vehicle if the vehicle has actually been repaired there.
2. If the insured vehicle cannot be driven back to the ordinary place of residence of the insured person as a result of its being missing (robbery, theft, etc.) or destroyed, the insurer shall pay the costs for the insured person to travel from the place where the insured event occurred to his or her place of residence or the company offices. The insurer shall bear the travel costs incurred (rail travel including surcharges, or alternatively economy-class flight costs if the distance from the place of residence is over 500 kilometres by train, plus taxi transfers to connect with the nearest public transport up to € 50.00).

Article 59
Shipping costs for spare parts

If, when abroad, spare parts to restore the insured vehicle to working order cannot be purchased at the place where the damage occurred or nearby, the insurer shall arrange for the insured person to receive these by the quickest means possible and shall pay all necessary shipping and transportation costs. The purchase costs of the spare parts shall be borne by the policyholder.

Article 60
Garaging of vehicle after breakdown

If the insured vehicle

1. has to be stored after an accident until it has been restored to working order or until it can be transported to a garage;
2. has to be stored after it has been retrieved (vehicle is missing as a result of robbery or theft) until it can be transported back or scrapped, the insurer shall bear the costs incurred as a result, but only for a maximum of two weeks.

Article 61
Payment of duty and scrapping of vehicle

If customs clearance is required for an insured vehicle after an accident or loss, the insurer shall assist with the customs procedures and shall bear all legal fees arising as a result. The insurer shall not, however, pay the customs duties falling due. If it is necessary to scrap the vehicle in order to avoid the payment of customs duties, the costs incurred as a result (incl. fees for towing and garage storage) shall be paid upon submission of the scrapping forms.

Article 62
Costs of overnight stay in the event of vehicle breakdown

If the insured vehicle is not in working order after a breakdown or accident, or if the insured vehicle has gone missing, the cost of overnight accommodation shall be paid for a maximum of one night if a claim is made under Arts. 58 and 63. In all other cases, the cost of overnight accommodation shall be paid for a maximum of five nights. This does not, however, extend beyond the day on which the vehicle is back in working order or is found. The maximum amount is € 73.00 per insured person per night.

Article 63
Rental car in the event of vehicle breakdown

If the insured vehicle is not in working order after a breakdown or accident, or if it is missing, instead of the benefits pursuant to Art. 58, the cost of the hire of an equivalent vehicle shall be paid until the insured vehicle is returned to working order. The maximum amount paid for hire, however, shall be € 73.00 per day for a total of seven days. Other expenses, such as fuel costs and contractual fees, are not covered. If the vehicle is returned in a country other than the one in which it was hired, the maximum insured amount is € 750.00.

Article 64
Return of vehicle in the event of driver incapacity

If the driver is not capable of driving the vehicle – as a result of one of the events specified in paragraphs 1 – 3 below – assistance with the transport of the vehicle and the luggage to the place of residence or to the company offices will be provided on the condition that there is no substitute driver amongst the other travellers:

1. illness of or accident to the driver, following which he or she cannot, according to medical expertise, be expected to drive the vehicle and recovery is not to be expected within three days;
2. death of the driver;
3. unexpected return of the driver to Austria as a result of one of the following events, requiring the vehicle to be left behind:
 - 3.1. death, serious accident or unexpected serious illness of a person with a close relationship to the insured person (spouse, biological children, adopted children and stepchildren, parents, siblings) or a replacement colleague of the insured person;
 - 3.2. serious damage to the property of the insured person at his or her place of residence as a result of fire, act of God or the criminal act of a third party, making the insured person's presence mandatory.

If the policyholder arranges for the return him- or herself, he or she shall receive a compensation of € 0.25 per rail kilometre for the distance between his or her ordinary place of residence and the place where the insured event occurred. In addition, the insurer shall bear the costs of overnight stays resulting from the driver's incapability until the time of return, albeit only for a maximum of three nights and up to a maximum of € 75.00 per insured person per night.

Article 65

Return transport of vehicle

If it is not possible to return the insured vehicle to working order at the place where the incident occurred or nearby within three working days of a breakdown, accident or retrieval of the vehicle after it has been missing, and the anticipated repair costs do not exceed the value of a vehicle of the same type and quality and with the same level of wear and tear, the insurer shall arrange for the transport of the vehicle to the insured person's place of residence or the location of the company offices and shall bear all costs incurred in this process

1. up to a maximum of € 750.00 if the vehicle has to be transported domestically, or
2. up to a maximum of € 2,180.00 if the vehicle has to be transported from abroad.

Article 66

Exclusions

No compensation or assistance shall be provided if

1. the driving licence of the driver of the vehicle has been unconditionally revoked or if he or she is not in possession of a valid driving licence as legally required for that vehicle;
2. the vehicle does not have an official registration plate;
3. the vehicle breaks down as a result of insufficient maintenance, poor condition and/or overloading of the vehicle;
4. the vehicle is being used to carry passengers or for hire on a commercial basis.

Article 67

Conditions

The insured person or person affected is obliged to

1. cooperate in obtaining authorisation from the owner of the vehicle as required by the insurer if the driver is not capable of driving the vehicle or if the vehicle breaks down;
2. ensure timely, unrestricted access to the vehicle.

**Supplementary condition to the Insurance conditions for
Corporate Travel Insurance CTI 2003 (VCTI 2003)
Module C: Benefit Return journey costs in the event of unrest,
natural disaster or epidemic**

In addition to Art. 35 of the VCTI 2003 for the Benefit "Benefit Return journey costs in the event of unrest, natural disaster or epidemic" applies:

An insured event shall also be if a journey must be terminated because unrest of any kind, natural disasters or epidemics at the place specifically endanger the physical security of the insured person (in any event a case of endangerment shall be if the Federal Ministry of Foreign Affairs has issued a travel warning with respect to the respective country or territory), and this clearly results in the unacceptability of the continuation of the journey.

**Supplementary condition to the Insurance conditions for
Corporate Travel Insurance CTI 2003 (VCTI 2003)
Module F Travel personal liability insurance**

Module F: Travel personal liability insurance

Article 68

Insured event

1. The insured event shall be a damaging event caused by the insured person as a private person during a journey and which gives rise or may give rise to obligations to pay compensation on the part of the insured person (Art. 69).
2. Several damaging events based on the same or a similar cause shall be deemed to be one insured event.

Article 69

Insurance cover

1. In the insured event, the insurer shall assume
 - 1.1. the performance of the obligations to pay damages incurred by the insured person as a result of damage to property and/or persons and the resulting financial damage on the basis of statutory liability provisions of a civil law content (hereinafter the obligation to pay damages). Purely financial losses are not insured.
 - 1.2. The costs for determining and defending a claim for damages raised by a third person within the limits of Art. 70.
2. Damage to property shall be damage or destruction of physical objects. Damage to persons shall be damage to health, physical injury or the killing of persons.
3. The insurance shall extend to obligations to pay damages on the part of the insured person as a private person resulting from the risks of daily life with the exception of the risks associated with a business, professional or commercial activity, in particular
 - 3.1. resulting from the use of bicycles;
 - 3.2. resulting from the non-professional pursuit of sport, excluding hunting;
 - 3.3. resulting from the authorised possession of thrusting and cutting weapons and firearms and the use thereof as sports equipment and for purposes of self-defence;
 - 3.4. resulting from the occasional use but not the possession of electric and sailing boats, provided that the steersman holds the licence necessary for the use of the boat;
 - 3.5. resulting from the use of other non-motorised water vehicles and non-motorised model ships and aircrafts (the latter up to 5 kg);
 - 3.6. in the use (excluding wear and tear damage) of rented residential premises and other rented premises and the inventory contained therein.

Article 70

Scope of benefits

1. If an all-in insured sum is agreed, this shall apply to damage to property and persons together.
2. The insurance shall cover the judicial and extra judicial costs appropriate to the circumstances for determining and defending a claim for damages alleged by a third party, even if such claim proves to be unjustified.
3. The insurance also covers the costs of the defence conducted on the instructions of the insurer in criminal or disciplinary proceedings. Costs pursuant to Secs. 2 and 3 and ambulance costs shall be set off against the insured sum.
4. If the settlement of a claim for damages demanded by the insurer fails as a result of the resistance of the policy holder, and if the insurer declares by registered letter that it holds its contractual share of the damages at the disposal of the injured party, the insurer shall not bear responsibility for the additional expenditure incurred following the said declaration with respect to the main claim, interest and costs.

Article 71

Exclusions

1. The insurance shall not extend to obligations to pay damages arising from loss caused by the insured or persons acting for the insured in the context of a business, professional or commercial activity.
2. The insurance shall not extend to claims for damages resulting from damage caused by the insured person or persons acting for him through the possession or use of
 - 2.1. air vehicles or aircraft;
 - 2.2. land or water vehicles or their trailers bearing an official registration number or which ought to bear such according to the provisions applicable in Austria;
 - 2.3. motor driven water vehicles (except for Art. 69 Sec. 3.5).
3. Nor shall insurance cover apply to
 - 3.1. claims going beyond the scope of statutory compensation obligations by virtue of a contract or a particular undertaking;
 - 3.2. the performance of contracts and substitute performance;
 - 3.3. damage suffered by the insured person himself and his family members (spouse, relatives in the direct ascending and descending line, parents-in-law, adoptive and step-parents, siblings living in the joint household; extra-marital communities shall be the equivalent to marital communities in their effects;
 - 3.4. damage suffered by the policyholder or relatives (as per Sec. 3.3) of the policyholder;
 - 3.5. damage suffered by companies in which the policyholder has an interest;
 - 3.6. damage suffered by the shareholders of the policyholder or their relatives (as per Sec. 3.3);
 - 3.7. damage suffered by the legal representatives of the policyholder and their relatives (as per Sec. 3.3);
 - 3.8. damage caused by pollution or disturbance to the environment.
 - 3.9. damage arising in connection with a psychological disease of the insured person.
4. Insurance shall not extend to obligations to pay damages as a result of damage to
 - 4.1. objects borrowed, rented, leased, hired or taken into custody by the insured person or persons acting for him (excluding Art. 69, Sec. 3.6);

- 4.2. objects where the damage is incurred during or as a result of their use, transportation, processing or other activities on or with them;
- 4.3. objects as a result of gradual emission or gradual effect of temperature, gases, vapours, liquids, humidity or non-atmospheric precipitation, and damage resulting from nuclear events and contamination by radioactive materials.
5. Obligations to pay damages resulting from the loss or misplacement of physical objects are not covered.
6. Damaging events the cause of which takes place in the time before the start of the insurance are not covered.

Article 72

Duties

The insured person shall in particular notify the insurer of

1. the assertion of a claim for damages;
2. the service of a penal order and the commencement of criminal, administrative penal or disciplinary proceedings against the policyholder or the insured person;
3. all measures taken by third parties for the judicial assertion of claims for damages. The insured person shall not be entitled to acknowledge or settle a claim for damages in whole or in part without the prior consent of the insurer.

Article 73

Insurer's power of attorney

The insurer shall be authorised to issue on behalf of the insured person all declarations appearing expedient to it within the framework of its obligation to pay benefits.

Article 74

Assistance in case of arrest or impending arrest

1. Insured event
An insured event shall be if the insured person as a private person is arrested or threatened with arrest abroad. Neither Austria nor the country in which the insured person has his place of residence shall be deemed to be abroad.
2. Insurance benefits
The insurer assists in the provision of an attorney and/or interpreter. The insurer shall also provide, up to the amount agreed for that purpose, an advance payment for an attorney and/or bail payments, if applicable.
3. Duties of the insured person
The insured person undertakes to repay the advance payment to the insurer within two weeks after return from the journey, at the latest however within two months after receipt of the payment.

Insurer:

Europäische Reiseversicherung AG

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