

# General Conditions of Insurance

## Event Ticket Cancellation

Valid from 1 June 2021

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Data processing register no. 0465798, company identification no. ATU 15366609  
Supervisory Authority: Autorité de contrôle prudentiel (ACP), 61, rue Taitbout, 75436 Paris Cedex 09

Important: These insurance conditions in English are for information purposes only. Only the current insurance conditions in the German language version are an integral part of the contract. German only will be used to make claims, to issue the policy, to process claims, etc. Only those parts of the insurance conditions apply, which correspond to the relevant range of services of the chosen insurance package.  
Applicable law and place of jurisdiction: Any dispute or claim arising out of or in connection with the insurance contract shall be governed by the law of Austria. The place of jurisdiction is Vienna.  
Please inform yourself about the exact scope of coverage by studying the product description sheet for your chosen product, you received when purchasing your insurance policy.

## General Conditions

### I Insured events

The insured events in the individual insurance lines are listed exhaustively. An extension analogously to similar events not listed shall be excluded.

### II Agents or assistants

No agent is authorised to make oral or written auxiliary agreements to provide insurance cover that varies from the general and additional insurance conditions or to make an assessment of facts that is binding for the insurer.

Additional conditions or variations are only valid if they are set out in writing and produced by the insurer on behalf of the company.

#### 1. Insured persons

1.1. The persons designated in the policy.

#### 2. Insurance period

2.1. Insurance cover starts when the insurance policy is taken out and ends with commencement of the event. The insurance policy must be taken out and the premium must be paid on the day the event ticket is booked, or max. 3 days after booking the event ticket. If the policy is taken out at a later date, only incidents are insured which take place after the 10th day following purchase of the policy (exception: accident, death, elementary event).

#### 3. Scope of insurance

Worldwide (excluding North Korea)

#### 4. Insurance sum

The insurance sum of the respective line of insurance limits all benefits for insured events which occur during the insurance term.

The maximum sum insured is defined in the respective product description.

#### 5. Claims against third parties

All insurance benefits are subsidiary, i.e. they will only be paid unless they cannot be reimbursed from other existing cover (e.g. private or social insurance policies).

#### 6. Events that are not insured

In addition to the general exclusions from insurance cover listed below, special exclusions also exist in the respective lines of insurance.

6.1. No insurance cover exists for events which have been caused as follows –

- 6.1.1. -
- 6.1.2. Directly or indirectly in connection with unrest, war events or terrorism of any kind;
- 6.1.3. As a result of a strike;
- 6.1.4. Through violence resulting from a public meeting or demonstration, if the insured has been an active participant;
- 6.1.5. As a result of the suicide or attempted suicide initiated by the insured;
- 6.1.6. Resulting from orders by the authorities;
- 6.1.7. Directly or indirectly as a result of the influence of ionising radiation as defined by the current version of the Radiation Protection Law or nuclear energy;
- 6.1.8. The insured is suffering from impairment caused by alcohol, addictive drugs or medicine or if a prescribed course of treatment has not been followed;
- 6.1.9. The claim is caused by motor sports competitions (time trials and rallies) and training associated with these events;
- 6.1.10. Conditions that were already in existence or were expected at the time the insurance was taken or at the time the journey was booked or at the time the journey was started; this also applies to existing medical conditions.
- 6.1.11. occur as a consequence of epidemics and pandemics; Cover exists in the context of epidemics and pandemics exclusively within the framework of the provisions specified in the areas of cancellation cover, trip curtailment and foreign travel health insurance.  
Definition "Epidemic": A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or a local authority in Austria.  
Definition "Pandemic": An epidemic that spreads among the population in many countries or continents and which is recognized as a pandemic by the World Health Organization (WHO).  
Definition "Quarantine": Mandatory confinement, imposed on the insured person by order of a government or authority because the insured person is suffering from a contagious disease (including an epidemic or pandemic disease such as Covid-19) or because the insured person is suspected of having contracted such a disease. This does not include quarantine which applies generally or to part or all of the population, a vessel or a geographical area, or which applies on the basis of the place to which the person is travelling, from or through which he is travelling.
- 6.1.12. Directly or indirectly as a result of a natural catastrophe, seismic activity or the effects of the weather.

6.2. Costs for obligatory or precautionary health tests, which are necessary for the visit of an event, will not be reimbursed.

6.3. In case of embargos, economical-, financial- or trading sanctions, that apply to the insurance policy, prevent the payment of an indemnification, insurance coverage is not granted.

#### 7. Procedure in the event of a claim

7.1. In addition to the general obligations listed below, particular obligations exist in the respective lines of insurance.

The insured has an obligation to observe the following procedure, otherwise the insurer has a right to deny benefits or claims:

- 7.1.1. To keep the losses to a minimum and to avoid unnecessary costs;
- 7.1.2. To indicate the losses directly to the insurer and to follow the insurer's instructions;
- 7.1.3. To present the occurrence and extent of the damage truthfully and to furnish proof. The insured must provide any information that is relevant to the matter and submit original invoices or original receipts. If applicable, doctors and/or hospitals as well as social insurers and public bodies involved are to be authorised and requested to provide the information required and the insurer is to be allowed to verify the cause and amount of the claim asserted;
- 7.1.4. To safeguard claims for damages against third parties in the correct form and within the time allowed and, if required, to assign the amount of damages paid to the insurer;
- 7.1.5. Losses caused by criminal activities are to be reported to the police without delay giving precise information about the facts and the extent of the loss, and proof is to be obtained that the crime has been reported;
- 7.1.6. Original copies of proofs such as police reports, invoices from doctors and hospitals, proofs of purchase, etc. are to be given to the insurer.
- 7.2. The above mentioned obligations and the obligations quoted in the respective cover sections are obligations as defined by the insurance contract act (VersVG). Exemption from the payment of benefit, if any obligations are infringed, will not apply, if the infringement is not based on intent or gross negligence.  
If the obligation is not infringed with the intent to influence the duty of the insurer to pay benefit or to impair the ascertainment of such circumstances that are recognizable as being significant for the duty of the insurer to pay benefit, the insurer remains obligated to pay benefit, if the infringement has had no influence on the loss nor on the extent of the benefit payment incumbent on the insurer.

#### 8. Loss of entitlement to insurance benefits

The insurer does not have to pay benefits if –

as a result of the insurance case, the insured deliberately provides information that is untrue, in particular in the notification of loss, conceals important facts or falsifies evidence, even if the insurer does not suffer any disadvantage as a result of it.

#### 9. When does the insurer pay the compensation amount?

Cash benefits of the insurer are due upon completion of the enquiries required to determine the loss and extent of the benefits to be paid by the insurer. Independently of this, however, the due date take place, if the policy holder demands, after the expiration of two months from the request for a monetary benefit, a declaration by the insurer as to the reasons why the enquiries have not yet been able to be completed and the insurer does not comply with this demand within a month.

If these enquiries are not completed by the expiry of one month from notification of the loss, the policy holder can demand part payments as an allowance against the total claim to the minimum amount that the insurer will have to pay according to the facts and circumstances (extract from section 11 of the insurance contract act (VersVG).

#### 10. Data privacy

Personal data of the insured person (also personal data regarding health) are collected and processed, if this is necessary for the performance of the insurance contract. Personal health data can also be forwarded to a medical consultant, as long as this is necessary for verifying the insurers obligation to provide indemnification, and as long as adequate usage of the data is secured. For the same means and under the same conditions, requests to other insurance companies can be sent and requests from other insurance companies can be answered. The insured person will give her/his approval when filling out and signing the respective claims form. Where applicable, data can also be forwarded a reinsurance company.

#### 12. Withdrawal

The policyholder can withdraw from the contract in writing within 14 days after receiving the insurance policy.

If the contract was concluded by way of distance selling, the right of withdrawal exists only for contracts with a duration of more than one month. The withdrawal period begins with the notification of the conclusion of the insurance contract (= sending of the policy or insurance certificate), but not before the policyholder has received the insurance certificate and the insurance conditions and this instruction on the right of withdrawal. The declaration of withdrawal must be addressed to:

AWP P&C S.A., Niederlassung für Österreich

Servicecenter

Pottendorfer Straße 23-25

1120 Wien

Fax: +43 1 525 03 885

In order to comply with the withdrawal period, it is sufficient that the declaration of withdrawal is sent before the expiry of the withdrawal period. The declaration is also effective if it comes within the power of the insurance representative. Any insurance cover already granted and future obligations arising from the insurance contract end with the withdrawal. If the Insurer has already granted cover, he is entitled to a premium corresponding to the period of cover. If the Insured has already paid premiums to the Insurer in excess of this premium, the Insurer must repay this excess without any deductions. The right of withdrawal expires at the latest one month after the policyholder has received the insurance certificate including this information about the right of withdrawal.

#### 13. Complaints

Our goal is to offer first-class services. It is also important to us to respond to your concerns. Should you ever be dissatisfied with our products or our service, you can contact us at any time: quality.at@allianz.com (internal complaints office according to §127e VAG). You can also report insurance complaints to the following address: Complaints office about insurance companies in the Federal Ministry of Labour, Social Affairs, Health and Consumer Protection according to §33 VAG  
Department III/3,  
Stubenring 1, 1010 Vienna  
43 1 71100 -862501 or -862504  
Email: versicherungsbeschwerde@sozialministerium.at

## Cancellation Cover

### 1. Insured costs

1.1. Cancellation costs due under the insurance policy arising from the insured package in the event of cancellation at the time at which the insured event starts to occur (no cover for sponsored shares of the costs). Additional costs incurred as a result of cancellation at a later date will not be reimbursed.

### 2. Insured events

- 2.1. Sudden, unexpected, serious illness (including a disease that has been declared an epidemic or a pandemic, such as Covid-19), breaking or loosening of implanted joints, vaccination intolerance or accidental injury of the insured person if incapacity to participate in the event results conclusively. Death of the insured person.
- 2.2. Quarantine (according to the definition in pt. 6.1.11 of the "General Conditions").
- 2.3. A deterioration of an existing organic complaint of the Insured equivalent to point 2.1.
- 2.4. Pregnancy of the insured, if pregnancy has been ascertained and confirmed after the insurance has been taken out and event ticket booked, and if the participation in the event is not reasonable due to the pregnancy.
- 2.5. absolute necessity to attend the birth of the child of a family member.
- 2.6. Unexpected termination of employment by the employer.  
No insurance cover exists in the event of termination of employment or termination of an employment contract by mutual consent or cancellation of insurance on account of exceptional work-related situations.
- 2.7. Call up for basic military service or non-military equivalent.
- 2.8. Service of a petition for divorce by the spouse of the insured.
- 2.9. If damage by the elements or theft causes serious impairment to the insured's property and therefore the insured's presence is essential
- 2.10. Sudden serious illness, serious injury in an accident or the death of the following persons: Spouse, partner (identical residential address for previous 6 months), parents (step, in-law, grandparents), children (step- grandchild), sibling, brother-in-law, sister-in-law or a single specified person at risk named in the policy (1 person at risk per policy. No person at risk possible for more than 8 persons insured on one policy) . If an existing illness of the persons listed above, which existed when the insurance was taken out, deteriorates, it is not an insured event, even if care is required.
- 2.11. Court witness summons for which attendance at the already booked event is not accepted as an excuse.
- 2.12. Theft of the Event Ticket
  - The following external circumstances, insofar as they make it impossible to travel to the event and an alternative journey is also impossible:
    - Severe weather
    - Car breakdown
    - Car accident
    - Theft of the vehicle used to travel to the event

- 2.13. Delay of the public shuttle
- 2.14. If up to 7 persons have booked the event ticket together and are insured on one policy, an insurance case exists if one of the reasons set out in points 2.1 to 2.9 has occurred for only one of these 7 persons.

### 3. Events that are not insured

In addition to the exclusions listed in the general conditions of insurance for all lines of insurance, no insurance exists for the following situations:

- 3.1. If the event is cancelled or delayed by the organiser or does not take place due to reasons caused by the organiser.;
- 3.2. For events and illness caused by misuse of alcohol or drugs;
- 3.3. If an event or illness already existed or could be expected at the time the insurance was taken out or at the time the event ticket was booked
- 3.4. For planned or expected operations, postponed operation dates or medical interventions;
- 3.5. If on account of a delay in recovery from treatment or a therapy the participation in the event is not possible;
- 3.6. In the event of a health treatment being granted.
- 3.7. for insured events caused by gross negligence or intent

### 4. Procedure in the event of an insurance case

In addition to the obligations of the general conditions of insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- 4.1. After the start of an insured event caused for health reasons the place where the reservation was made (organiser of the event) and the insurer are to be notified in writing **within 48 hours** or two working days in order to allow the insurer to appoint a medical examiner to assess the claim.
- 4.2. The insured undertakes without delay to comply with instructions to attend an examination by the medical examiner.
- 4.3. The following documentation is to be sent to the insurer:
  - Proof of insurance (policy);
  - Fully completed claim form;
  - Confirmation of reservation by the tour operator;
  - Cancellation invoice and the tour operator's cancellation scale overview;
  - Detailed medical documentation incl. medical history in respect of the illness (e.g. patient file, treatment documentation, medical results);
  - Notification of sickness by a health insurance panel physician
  - Mother-child booklet (Austria);
  - Police report;
  - Accident report;
  - Death certificate, proof of relationship (e.g. marriage certificate, birth certificate);
  - Proof of that partners live together by means of a registration slip;
  - Application for divorce / termination of employment / call-up order, etc.;