

# General Terms and Conditions for Travel Cancellation Insurance (ABRV)

## 1 Scope of Insurance

1.1 The insurance provider pays compensation:

1.1.1 for any travel cancellation costs contractually due to the travel operator or a third party by the insured person in the event that the travel is cancelled;

1.1.2 in the event of travel curtailment for any proven additionally incurred return travel expenses and any other extra costs incurred as a direct consequence hereof, provided that the cost of travel to the travel destination and return travel expenses are covered by the insurance agreement; this also applies in the case of subsequent return travel. In the reimbursement of these expenses, with respect to the type and class of the means of transport as well as the accommodation and catering the quality as reflected by the booked travel is authoritative. If, contrary to the booked travel, the return trip must be made by plane, only the expenses for one seat in the lowest air travel category will be reimbursed.

Medical expenses, expenses for an accompanying person, as well as expenses for the transport of a deceased insured person are not covered.

1.2 The insurer is obliged to pay compensation within the scope of paragraph 1, if, as a result of one of the following causes, either the insured person's inability to travel can be expected in accordance with general life experience, or if he/she cannot reasonably be expected to start off on a journey or complete it in accordance with the plans that have been made:

1.2.1 death;

1.2.2 serious injury caused by accident;

1.2.3 unexpected serious illness;

1.2.4 intolerance to vaccination;

1.2.5 pregnancy;

1.2.6 damage to property of the insured person as a result of fire, acts of god or culpable commission of a crime by a third party, provided that the damage is significant or provided that the presence of the insured person is required for the ascertainment of the damage;

1.2.7 loss of employment by the insured person or a co-insured accompanying person by reason of an unexpected termination of employment by the employer for operational reasons;

1.2.8 acceptance of an employment relationship by the insured person or a co-insured accompanying person provided that this person was unemployed at the time the travel was booked;

1.2.9 if the travel was booked for 2 persons together, the second person, provided that this person is also insured.

1.3 Apart from the policy holder, insurance cover also extends to the following persons: the policy holder's spouse or his/her partner, provided the former and the latter live together in the same household, their children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law as well as persons who have booked a travel and taken out insurance for it together with the policy holder.

## 2 Exclusions

2.1 The insurance cover provided by the insurer does not extend to the following risks

2.1.1 war, civil war or warlike events and circumstances which, irrespective of a state of war, result in the hos-

pital use of war instruments as well as the presence of such instruments as a consequence of one of these risks;

2.1.2 strikes, lock-outs, unrest in connection with industrial action, terrorist acts or politically motivated acts of violence, irrespective of the number of persons involved, riots and civil commotion;

2.1.3 confiscation, forfeiture and other interventions by public authorities;

2.1.4 the use of chemical, biological, bio-chemical substances or electro-magnetic waves as weapons capable of causing public danger irrespective of any contributing factors;

2.1.5 nuclear energy and any other ionising radiation;

2.2 The insurer is released from its obligation to pay compensation if the policy holder/ insured person has intentionally caused the occurrence of the insured event. In the cases of gross negligence, the insurer is entitled to reduce its payment in accordance with the degree of culpability on the part of the policy holder/ insured person.

## 3 Insured value, insured sum, deductible

3.1 The insured sum must fully cover the full travel fee as documented by the booking (insured value). Expenses for services not included therein (e.g. for an additional itinerary, flight expenses and transfer costs) are also insured if they have been taken into account in determining the agreed insured sum. The insurer is liable to pay compensation up to the insured sum minus deductible; if the proven additional costs of return travel exceed the insured value, the insurer shall also recompense the amount over and above the insured value minus

deductible.

3.2 If the occurrence of an insured event is the result of illness or personal injury caused by accident, the policy holder shall bear the deductible agreed per person respectively.

3.3 The policy holder shall bear a deductible with respect to every insured event. The deductible is set at EUR 25,00 per person.

If the occurrence of an insured event is the result of illness, the policy holder shall bear 20 per cent of the reimbursable costs himself/herself, as a minimum, however, EUR 25,00 per person.

The deductible is not applicable where a full inpatient hospital treatment became necessary by reason of unexpected serious illness.

## 4 Policy holder's obligations following the occurrence of an insured event

4.1 The policy holder/ insured person is obliged:

4.1.1 to immediately notify the insurer of the occurrence of an insured event and, at the same time, to cancel the travel arrangement or, in the case that the travel has already been commenced, to notify the travel operator of the curtailment of travel;

4.1.2 upon request, to provide the insurer with all relevant information and, without being explicitly requested to do so, to furnish the insurer with all requisite documentation, in particular to submit medical certificates regarding illnesses, injuries caused by accidents, intolerance to vaccination and/or pregnancy within the meaning of paragraph 1.2 enclosing the booking documents;

4.1.3 to furnish proof of a psychiatric condition by means of a medical certificate issued by a medical

- specialist for psychiatry;
- 4.1.4 upon the insurer's request to release the physicians from their duty of confidentiality in regard to the insured event, as far as it is legally permissible to comply with this request;
- 4.1.5 in the event of death, to furnish a death certificate;
- 4.1.6 in the event of loss of employment, to make available the relevant termination notice, and, in the case of acceptance of an employment relationship, to furnish the insurer with the competent employment office's notification regarding the suspension of unemployment benefit payments as proof of the establishment of a new employment relationship.
- 4.2.1 Should the policy holder/ insured person deliberately breach one of the obligations which he/she is to fulfil vis-a-vis the insurer following the occurrence of an insured event, the insurer is released from its obligation of paying compensation.
- 4.2.2 In the event of a grossly negligent breach of the above-mentioned obligations, the insurer is entitled to reduce its compensation in accordance with the degree of culpability on the part of the policy holder/ insured person. The insured person bears the burden of proof that there was no gross

negligence involved.

- 4.2.3 Except for cases of fraudulent misrepresentation, the insurer remains obliged, however, to pay compensation insofar as the policy holder/ insured person can demonstrate that the breach had causal influence neither on the occurrence or the ascertainment of the insured event nor the determination or the extent of the insurer's obligation to pay compensation.
- 4.2.4 If the policy holder/ insured person breaches one of the information obligations to which he/she is subject following the occurrence of an insured event, the insurer shall only then be wholly or partly released from its obligation to pay compensation where it has notified the policy holder/ insured person of this legal consequence by means of a written communication.

## 5 Payment of the compensation, Statute of limitation

- 5.1 Once the insurer's obligation to pay compensation has been established both with regard to its merits and amount, payment out of compensation must be effected within 2 weeks.

- 5.2 Claims under the insurance agreement become time-barred within three years. Where a claim under the insurance agreement has been asserted against the insurer, with regard to the ascertainment of the expiry of the limitation period the time period from the assertion of the claim until the insurer's decision has been communicated to the claimant in writing shall not be taken into account.

## 6 Final provisions

**Insofar as not provided to the contrary in the Terms and Conditions of Insurance, statutory law shall be applicable.**

### Special Terms and Conditions for Holiday Homes and Hired Yachts amending the General Terms and Conditions for Travel Cancellation Insurance (ABRV)

Provided that insurance is taken out upon conclusion of rental agreements regarding yachts, holiday homes or holiday apartments in hotels, paragraph 1 of the Terms and Conditions for Travel Cancellation Insurance (ABRV) shall be amended as follows:

The insurer pays compensation:

- a) for any travel cancellation costs contractually due to the lessor or a third party by the policy holder in the event that the yacht, holiday home, holiday house or holiday apartment in a hotel is not used for one of the reasons set out in paragraph 1.2 ABRV;
- b) for the un-used portion of the rental costs, where a subsequent hiring out of the rented object could not be effected, in the event that a premature return/ abandonment of the yacht, holiday home, holiday house or holiday apartment in a hotel takes place for one of the reasons set out in paragraph 1.2 ABRV.

All other provisions of the ABRV apply correspondingly.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

  
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