# Event Ticket Cancellation Cover

# **Insurance Product Information Document**

Company: Europäische Reiseversicherung AG, Vienna

**PLEASE NOTE:** This document contains only the most important information relating to your insurance contract. The insurance policy, the Fact Sheet as well as the EUROPÄISCHE insurance conditions ERV-RVB Event Ticket 2009 provide for the complete pre-contractual information.

### What is this type of insurance?

Event Ticket Cancellation Cover is a cancellation insurance for any booked event or any series of events (season ticket, subscription).



### What is insured?

- If an event or series of events (season ticket, subscription) has not been attended.
  The following are insured reasons:
- ✓ unexpected serious illness
- ✓ serious physical injury caused by an accident
- 🗸 death
- pregnancy and pregnancy complications
- serious damage to the property at the place of residence as a result of an act of God or the criminal act of a third party
- ✓ We shall refund up to the agreed insured sum the price of the event ticket (including fees) or in the case of season tickets or subscriptions the proportional price (including fees) for each event not attended.

### What is not insured?

- X deliberate or gross negligent acts by the insured person
- X official orders
- × considerable impairment due to alcohol, addictive drugs or medicaments
- ✗ if the reason for cancellation already existed or was foreseeable at the time of the conclusion of the contract
- if the reason for cancellation is connected with one of the following illnesses or treatments:
  - dialysis, organ transplants, AIDS, schizophrenia;
  - psychological illnesses (with exception of the first occurrence)
  - if inpatient treatment has been received for them within the last twelve months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis



### Are there any restrictions on cover?

The agreed insured amount constitutes the maximum payment by the insurer for all insured events.



### Where am I covered?

You are covered **worldwide**.



### What are my obligations?

- The insurer must be immediately notified of any insured event and losses must be kept at a minimum.
- You are obliged to contribute to the determination of the facts. In particular, you must provide information as well as the original documents.



### When and how do I pay?

The premium is a one-off premium and must be paid when the policy is taken out and in accordance with the agreed method of payment.



### When does the cover start and end?

The insurance cover shall apply to any booked event or any series of events (season ticket, subscription).

Insurance cover is subject to payment of the premium.

The insurance cover shall commence upon conclusion of the insurance and shall end upon redemption of the event ticket, and not later than at the start of the booked event. For booked event tickets which have been booked before insurance has been taken out, insurance cover does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God).



**Product: Event Ticket Cancellation Cover** 

# **Event Ticket Cancellation Cover** Insurance Product Information Document





**Product: Event Ticket Cancellation Cover** 



### How do I cancel the contract?

The insurance contract terminates automatically at the start of the booked event (for series of events at the start of the last event).

This insurance product information document is based on the Commission Implementing Regulation (EU) 2017/1469 of 11 August 2017 implementing Directive (EU) 2016/97 of the European parliament and Council of 20 January 2016 on insurance distribution.

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Commercial reg. HG Wien FN 55418y, UID-Nr. ATU 15362408

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna. Europäische Reiseversicherung AG belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.





# What is the compensation amount?

The insurer shall refund up to the agreed insured sum the price of the event ticket (including fees) or in the case of season tickets or subscriptions the proportional price (including fees) for each for an insured reason not attended event.

The maximum insured sum per person and ticket (including all ancillary costs) is € 2,000.

# What is cover valid for?

The insurance cover shall apply to any **booked event** or any **series of events** (season ticket, subscription). The insurance cover shall **commence upon conclusion of the insurance** and shall **end upon redemption of the event ticket**, and not later than at the start of the booked event.

The policy can only be taken out at the same time as the ticket.

# When can I cancel?

- suddenly occurring serious illness, serious health consequences resulting from an accident or death of the insured person or of a family member\*;
- pregnancy, if the pregnancy is only determined after booking has been made;
- severe pregnance complications;
- serious **damage to your property** at the place of residence as a result of act of God (e.g. flood, storm) or criminal act of a third party, making your presence necessary;
- traffic accident involving the private vehicle on the direct way to the booked event.

\*Family members: spouse (or registered life partner or live-in partner in a joint household), children (stepchildren, children-in-law, grandchildren, foster children), parents (step parents, parents-in-law, grandparents, foster parents), siblings and brothers-in-law and sisters-in-law of the insured person – in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

# What insurance conditions apply?

The contractual basis for the provision of cover are the EUROPÄISCHE insurance conditions for Event Ticket Cancellation Cover 2009 (ERV-RVB Event Ticket 2009).

# What do I do in the event of a claim?

Online claim notification on **https://www.vbw.at/de/ticketstornoschutz** Tickets which have already been printed are to be sent to the insurer in the original.

# Detailed information concerning ticket cancellation cover can be found on the following pages.

# Who is the insurer?

**Europäische Reiseversicherung AG**, Registered office in Vienna, Kratochwijlestraße 4, A-1220 Vienna, Phone. +43/1/317 25 00, Fax +43/1/319 93 67, E-Mail: info@europaeische.at, www.europaeische.at, Commercial reg. HG Wien FN 55418y. Aufsichtsbehörde: FMA Finanzmarktaufsicht, Bereich: Versicherungsaufsicht, Otto-Wagner-Platz 5, A-1090 Wien. The company belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026. Europäische Reiseversicherung AG

Mag. Wolfgang Lackner

Mag. (FH) Andreas Sturmlechner





# Benefit

Cancellation cover if you are unable to attend an event*	
Reimbursement of ticket cancellation costs	up to the selected ticket price
Underlying conditions for insurance agreement	ERV-RVB
	Event Ticket 2009

# Premium

### The premium is 5 % of the ticket price.

The maximum insured sum per person and ticket (including all ancillary costs) is  $\notin$  2,000.

The contractual basis for the provision of cover are the EUROPÄISCHE insurance conditions for Event Ticket Cancellation Cover 2009 (ERV-RVB Event Ticket 2009, see page 3).

The insurance contract is subject to Austrian law. Upon payment of the premium the policy-holder declares his agreement to the provisions as stated and to the conditions of insurance.

# Insured reasons for cancellation

Reasons covered are the following events, if these result in your being unexpectedly unable to attend the booked event:

- suddenly occurring serious illness, serious health consequences resulting from an accident or death (existing complaints are insured if they become acute unexpectedly);
- suddenly occurring serious illness, serious health consequences resulting from an accident or death of a family member;
- pregnancy, if the pregnancy is only determined after booking has been made;
- severe pregnancy complications;
- serious damage to your property at the place of residence as a result of act of God (e.g. flood, storm) or criminal act of a third party, making your presence necessary;
- traffic accident involving the private vehicle on the direct way to the booked event.

# Restrictions on cover provided

Insurance cover is not provided,

- for events that are caused deliberately or with gross negligence by the insured person;
- for events that are caused as a result of official orders;
- for events that are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
- if the event booked does not take place or is postponed;
- if the reason for cancellation is connected with the following illnesses or treatments:
- dialysis, organ transplants, AIDS and schizophrenia;
- psychological illnesses (only the first occurrence is covered);
- if inpatient treatment has been received within the 12 months prior to the date on which the policy is taken out coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy and multiple sclerosis.

# What has to be done if an event insured against occurs?

Notify your claim on https://www.vbw.at/de/ticketstornoschutz. Enter your invoice number, the number(s) of the ticket(s) that are to be cancelled, and all necessary data. Following notification you will receive an email summarising the claim data and stating what further steps are to be taken.

Tickets which have already been printed are to be sent to the insurer in the original.

Keep documents such as police reports, factual reports, doctors' and hospital certificates and bills, etc as evidence for your claim for at least 3 months from the date of notification of the claim. The insurer reserves the right to require you to present these documents within this 3-month period.

If you are not able to notify your claim via https://www.vbw.at/de/ticketstornoschutz, please send the notification and all necessary documents either by fax to +43/1/319 93 67 or by post to Europäische Reiseversicherung AG, Service Center, Kratochwjlestrasse 4, A-1220 Vienna.

# EUROPÄISCHE insurance conditions for Event Ticket Cancellation Cover 2009 (ERV-RVB Event Ticket 2009)

# Article 1

Who is insured?

Insured are the persons specifically named in the proof of insurance or the group of persons as specified in the proof of insurance

#### Article 2 When does the insurance cover apply?

- The insurance cover shall apply to any booked event or any series of 1. events (season ticket, subscription).
- 2 The insurance cover shall commence upon conclusion of the insurance and shall end upon redemption of the event ticket, and not later than at the start of the booked event.

#### Article 3

#### When does the insurance have to be taken out?

- Insurance must be taken out before the start of the booked event. 1.
- For booked event tickets which have been booked before insurance has been taken out, insurance cover does not start until the 10th day following conclusion of insurance (except in cases of accident, death or act of God as described in Art. 5).

#### Article 4

#### When does the premium have to be paid?

The premium shall be paid upon conclusion of the insurance agreement.

#### Article 5

#### What is insured and how much is the compensation?

- The insurer shall refund up to the agreed insured sum the price of the 1. event ticket (including fees) or in the case of season tickets or subscriptions the proportional price (including fees) for each event not attended, if the insured person cannot attend the event for one of the following reasons:
  - suddenly occurring serious illness, serious physical injury caused 1.1. by an accident or death of the insured person or a family member. Psychological complaints that occur for the first time are insured if they require inpatient treatment or treatment by a psychiatric specialist.

Existing complaints (subject to the provisions of Art. 6, Sec. 8.) are only insured if they become acute unexpectedly;

- pregnancy of the insured person, if the pregnancy is only deter-12 mined after the event ticket has been booked. If the pregnancy has already been determined before the event ticket has been booked, the insurance cover shall only apply if severe pregnancy complications (medical certificate necessary) occur;
- serious damage to the property of the insured person at his place of residence as a result of acts of God (flood, storm etc.) or the 1.3. criminal act of a third party, making his presence necessary;
- traffic accident involving the private vehicle of the insured on the direct way to the place where the event is to be held, if as a result 1.4. of the accident the booked event cannot be attended.
- The insured event shall apply to the insured person concerned and addi-2. tionally for the following persons accompanying the insured persons with equivalent insurance:
  - co-travelling family members of the insured person concerned;
  - per insured event a maximum of three further co-travelling persons.
  - A person is regarded as having equivalent insurance if he is also insured with the insurer for the event which has occurred.
- Family members shall be the spouse (or registered life partner or live-in partner in a joint household), the children (stepchildren, children-in-law, grandchildren, foster children), the parents (step parents, parents-in-law, grandparents, foster parents), the siblings and brothers-in-law and sisters-in-law of the insured person - in the case of registered life partner or live-in partner in a joint household also their children, parents and siblings.

#### Article 6

#### What is not insured (exclusions)?

Insurance cover is not provided

- for events that are caused deliberately or with gross negligence by the 1. insured person. Deliberateness is also equivalent to an act or omission which must be expected to cause the damage with probability, the risk of which is however accepted;
- for events that are in connection with events of war of any kind; 2
- for events that occur as a result of violence on the occasion of public gatherings or demonstrations if the insured person actively takes part 3. therein:
- 4. for events that are caused by the suicide or attempted suicide of the insured person;
- for events that are caused as a result of official orders; 5.
- for events that are caused by the influence of ionising radiation within the 6. meaning of the Radiation Protection Act as amended, or by nuclear energy;

- 7. for events that are suffered by the insured person as a result of a significant impairment of his psychological and physical state of health due to alcohol, addictive drugs or medicaments;
- if the reason for cancellation is connected with one of the following illness-8. es or treatments:
  - dialysis, organ transplants, AIDS, schizophrenia;
  - psychological illnesses (with exception of the first occurrence see Art. 5, Sec. 1.1.):
  - if inpatient treatment has been received for them within the last twelve months before conclusion of the insurance: coronary illnesses, stroke, cancer, diabetes (type 1), epilepsy, multiple sclerosis;
- if the reason for cancellation already existed or was foreseeable at the time of the conclusion of the insurance;
- if the event does not take place or is postponed; 10
- if the specialist doctor/medical examiner (see Art. 7, Sec. 8.) instructed by 11. the insurer does not confirm the incapacity to attend the event.

#### Article 7

#### What obligations have to be observed to maintain the insurance cover (duties)?

The insured must fulfil the following obligations, otherwise no payment will be made:

- as far as possible avoid events insured against, keep any losses to a 1. minimum, avoid unnecessary costs and follow any instructions given by
- the insurer
- 2. immediately inform the insurer about the event insured against;
- 3. provide the insurer with full written information about the damaging event and the amount of the loss;
- truthfully issue all expedient information to the insurer, and permit any 4. reasonable investigation into the cause and the amount of the obligation to pay, in particular empower and authorise the authorities, doctors, hospitals, social and private insurers concerned with the event insured against to issue information;
- ensure that compensation claims against third parties are submitted in due 5. form and in a timely manner, and if necessary assign such claims to the insurer up to the amount of the compensation paid;
- in the event that damage has been caused by criminal acts, immediately 6. notify the competent security service, precisely describing the circum-stances and stating the extent of the damage, and have a certificate of the notification made out:
- immediately submit the event ticket in the original to the insurer. If the 7. insured has not yet been given an event ticket in the original, or if the ticket in question is a season ticket or subscription, the insured must submit the booking confirmation from the event organiser and must provide written confirmation that the event ticket was not used;
- 8. at the insurer's request, allow himself/herself to be examined by a doctor designated by the insurer;
- 9 immediately send the following documents to the insurer:
  - proof of insurance;
  - receipt for payment for the event ticket; - claim form completed in full;

  - any evidence documenting the cause and amount of the obligation to pay, such as police reports, factual reports, doctors' and hospital certificates and invoices, mother/child pass, death certificate).

#### Article 8 How do declarations have to be made?

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

#### Article 9

#### What applies in the event of entitlements from other insurance policies (subsidiarity)?

All insurance benefits are subsidiary. They shall only be provided if compensation cannot be obtained from other private or social insurances.

#### Article 10

#### When is the compensation due?

- Once the insurer's obligation to pay has been determined in terms of 1. reason and amount, the compensation payment shall be due two weeks thereafter.
- 2. If official investigations or proceedings have been initiated in connection with the insured event, the insurer shall be entitled to raise a defence that the debt is not vet due until conclusion of such.

#### Article 11

#### When can insurance claims be assigned or pledged?

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

# How can you withdraw from your insurance contract?

You can withdraw from your insurance contract in writing without giving any reasons within a period of 14 days. The period for withdrawal begins with the notification that the insurance contract came into effect but not before you received the insurance certificate and the insurance terms & conditions, including the provisions on the fixing or amendment of premiums, and this notification of the right of withdrawal.

The written withdrawal statement has to be addressed to: Europäische Reiseversicherung AG, Kratochwijlestraße 4, A-1220 Vienna Fax: +43 1 31993 67 E-Mail: info@europaeische.at

#### Consequences of the withdrawal:

In the event of a valid withdrawal your insurance cover comes to an end and payments already made will be refunded. If the insurer has provided provisional cover, it is entitled to receive the corresponding premium for the duration of such cover.

#### **Special Information:**

The right of withdrawal expires at the latest one month after receipt of the insurance certificate including this notification of the right of withdrawal.

The right of withdrawal also expires if the contractual performance has been fully completed before you have exercised your right of withdrawal.

### Whom to contact with a complaint?

You can submit your complaint to:

- Europäische Reiseversicherung AG attn. Complaints office, Kratochwijlestraße 4, 1220 Vienna online at www.europaeische.at/en/service/feedback-and-complaints via E-Mail to complaints@europaeische.at
- The Association of Austrian Insurance Companies Schwarzenbergplatz 7, 1030 Vienna, www.vvo.at
- The arbitration body for consumer business www.verbraucherschlichtung.at.
- The participation is not obligatory for the insurer.
- The Federal Ministry of Labour, Social Affairs, Health and Consumer Protection, Stubenring 1, 1010 Vienna
- For online contracts consumer can in addition contact the out-ofcourt dispute arbitration board of

the Internet Ombudsman www.ombudsmann.at or

- the Online Dispute Resolution-Platform ("ODR-Platform") of
- the European Union ec.europa.eu/consumers/odr/

# How we process your data?

We, **Europäische Reiseversicherung AG**, Kratochwijlestraße 4, A-1220 Vienna, T +43 1 3172500, F +43 1 31993 67 are as insurer responsible for the processing of your data in the context of insurance contracts.

You can contact our **data protection officer** by E-mail at **datenschutz@europaeische.at** or by post at the above mentioned address with the further address "Data Protection Officer".

We require and process your personal data and, if applicable, third parties' data that you disclosed to us (e.g. insured persons) in our legitimate interest and to the extent necessary to properly establish and process our insurance relationship with you and to verify the coverage in the event of a claim. If you do not provide us with this data, or do not provide it to the required extent, we may not be able to establish your desired insurance relationship or process your claim.

**Purpose and Legal Basis for the Use of Data:** Your personal data is processed for pre-contractual and contractual purposes on the basis of Art. 6 para. 1 b) GDPR. If special categories of personal data (for example, data concerning your health) are required for this purpose, we process them on the basis of statutory authorisation (e.g. § 11a Insurance Contract Act (VersVG)) or we obtain your express consent beforehand. If we create statistics using these data categories, this is done based on Art. 9 para. 2 j) GDPR in connection with § 7 GDP.

In addition, we process your personal data in order to fulfil legal obligations (e.g. regulatory requirements). The legal basis for processing data in this case is the relevant legal regulations in connection with Art. 6 para. 1 c) of the GDPR.

We also process your data if required by Art. 6 para. 1 f) of the GDPR in order to safeguard our legitimate interests or those of third parties. This may, in particular, be the case for preventing and investigating criminal offenses.

If we have collected and processed your data after obtaining your consent, you may revoke this consent at any time, meaning that we will no longer process your data for the purposes stated when you first gave consent starting from when we receive the consent revocation. The revocation does not affect the legality of processing the data up until the time when the consent was revoked.

**Disclosure of Data to Third Parties:** The complexity of the procedures regarding today's data processing sometimes obliges us to use service providers and commission them to process your data. Some of these service providers may be outside the territory of the European Union. However, in all cases where we use service providers, we always ensure that the European data protection level and European data security standards are maintained. Our most important service providers are currently Generali Versicherung AG, Vienna and Europ Assistance GmbH, Vienna.

For the purposes of support and advice, the intermediary collects and processes your personal data and passes it on to check your insurance risk and to conclude your insurance relationship. In the event of a claim, the intermediary collects and processes the data relevant to processing the service and instructs us to perform a verification of the claim event. Similarly, we will provide your intermediary with enough personal data about you and your insurance relationship required for your intermediary to assist you.

Furtheron it may be necessary to pass your personal data to Reinsurance Companies, Regulatory Authorities and Courts. However, in all these cases, we always ensure that the legal basis is adhered to and that the protection of your data is maintained.

**Your Rights:** You may request information regarding the origin, categories, duration of storage, recipients, data processed by us regarding you personally as well as your business case and the nature of such processing. Moreover you may request that incorrect, incomplete or improperly processed data is corrected, completed or deleted.

#### Even if we have processed your personal data accurately and completely in compliance with the law, you may object to such data being processed in specific individual cases that you have justified.

You may receive the personal data we have processed in machinereadable format designated by us, provided that we have received it from you personally, or you may instruct us to transfer that data directly to a third party chosen by you.

If you have reason to believe that we are using your data without your permission, you have the right to appeal to the Austrian Data Protection Authority, Wickenburggasse 8-10, 1080 Vienna, Telephone: +43 1 52 152-0, E-Mail: dsb@dsb.gv.at.

**Data Storage Procedure:** We process your personal data, as far as necessary, for the duration of the entire business relationship (from the initiation and implementation to the termination of a contract) as well as in accordance with the statutory storage and documentation obligations, which may include, among others, the Austrian Commercial Code (UGB) and the Federal Fiscal Code (BAO). In addition, it is important to consider that in certain cases, the duration of storage, statutory limitation periods, e.g. according to the Austrian General Civil Code (ABGB) may be up to 30 years.

For more detailed information regarding the way we process your data please refer to europaeische.at/en/privacy or contact our Service Center.