

EUROPÄISCHE Travel Insurance Conditions

ERV Travel Insurance Conditions SLO 2022

Please note that only those parts of the insurance conditions that match your insurance package benefits apply. Where references to individuals are only in the masculine form in these insurance conditions, they refer equally to all genders.

General conditions

Section 1

Who is insured?

1. Insured persons are the persons named in the insurance policy.
2. For the family tariff, up to seven people travelling together, including a maximum of two adults (21st birthday before the day of travel), can be named as insured persons. These people do not have to be related to each other or have a common place of residence.

Section 2

Where does the insurance cover apply?

1. If cover is agreed to be valid "worldwide" (according to the tariff), then the insurance cover applies globally, with the exception of North Korea, Afghanistan, Myanmar, Syria, Venezuela, Russia, Belarus, Crimea, Luhansk, Donetsk and Iran.
2. If cover is agreed to be valid in "Europe" (according to the tariff), then the insurance cover applies within geographical Europe, Russia, all the Mediterranean states and islands, Jordan, Madeira, the Azores and the Canary Islands, with the exception of Syria, Russia, Belarus, Luhansk, Donetsk and Crimea.
3. If cover is agreed to be valid in "Croatia" (according to the tariff), then the insurance cover applies in Croatia.
4. Exceptions: Section 21 and Section 31 only apply abroad and Section 22 only applies in Austria.

The country in which the insured person has his or her main place of residence is deemed to be domestic (home country). The home country shall be treated as a foreign country, if agreed.

Section 3

When does the insurance cover apply?

1. The insurance cover applies to one trip for the selected insurance period.
2. The insurance cover begins when the insured person leaves his or her main place of residence, a secondary place of residence or normal place of work and ends when the insured person returns to one of the above places or on earlier expiry of the insurance. Journeys between the above places are not covered by the insurance.
3. For trip cancellation benefits, the insurance cover begins when the insurance is taken out (but see Section 4 subsection 2).
4. The conclusion of several insurance policies back to back is only allowed after specific agreement with the insurer.

Section 4

When do I have to take out the insurance?

1. The insurance must be taken out before the start of the trip. Taking out insurance during a trip is only allowed after specific agreement with the insurer.
2. Insurance policies with trip cancellation conditions must be taken out within 3 days of booking the trip at the latest. If the insurance is taken out after this date, trip cancellation insurance cover is only provided for events that occur from the 10th day after the insurance is taken out (excluding accident, death or Act of God).

Section 5

When do I have to pay the premium?

The premium must be paid immediately after taking out the insurance.

Section 6

What is not insured (exclusions)?

1. No insurance cover is provided for events that:
 - 1.1. are caused intentionally or with gross negligence by the insured person; for personal travel liability insurance, there is only no insurance cover if the insured person intentionally caused the event to occur for which he/she is responsible to the third party;
 - 1.2. occur when participating in naval, military or air force services or operations;
 - 1.3. are caused by any exposure to nuclear, biological or chemical weapons (NBC weapons);
 - 1.4. are related to war, civil war, war-like conditions or civil unrest. If the insured person is caught up unexpectedly in such events during the insured trip, insurance cover is provided until the earliest possible departure. Under all circumstances, however, no insurance cover is provided for active participation in war, civil war, warlike conditions and civil unrest;
 - 1.5. occur on trips undertaken despite a travel warning. Travel warnings are all travel warnings (for an entire country) and partial travel warnings (for a specific area) issued by the Slovenian Ministry of Foreign Affairs. For travel warnings due to epidemics or pandemics, the exclusion only applies to events that are directly and causally related to the travel warnings. If a travel warning is issued during the insured trip that recommends urgent departure, insurance cover is provided until the earliest possible departure;
 - 1.6. occur in the event of the insured person attempting or committing intentional acts that are punishable by law;
 - 1.7. are caused by strike action;
 - 1.8. are caused by suicide or attempted suicide of the insured person;
 - 1.9. occur when travelling in undeveloped or unexplored areas and at an

altitude above 6,000m;

- 1.10. are caused by the influence of ionising radiation within the meaning of the Austrian Radiation Protection Act or by nuclear energy;
 - 1.11. are suffered by the insured person as a result of a significant impairment of his or her mental and physical condition due to alcohol, addictive poisons or medication;
 - 1.12. are caused while driving a motor vehicle if the driver does not possess the applicable motor vehicle licence that would be required to drive this motor vehicle in the country of the event; this also applies if such a vehicle is not being driven on roads with public traffic;
 - 1.13. are caused by a pandemic or epidemic, unless these are expressly listed as insured in the specific conditions;
 - 1.14. occur during use of aircraft (e.g. motorised aircraft, gliders, hang-gliders, free balloons, parachutes, paragliders), except as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who has no causal connection with the operation of the aircraft, is not a crew member and does not exercise a professional activity by means of the aircraft. Subsection 1.14. does not apply to trip cancellation;
 - 1.15. arise from participation as a driver, co-driver or passenger of a motor vehicle in driving events (including the associated training and qualification drives), where the aim is to cover a specified distance as quickly as possible or to overcome obstacles or difficult terrain, or driving on race tracks. Subsection 1.15. does not apply to trip cancellation;
 - 1.16. occur when participating in professional sport including training. Subsection 1.16. does not apply to trip cancellation;
 - 1.17. occur when participating in state, national or international sports competitions, as well as in official training for such events. Subsection 1.17. does not apply to trip cancellation;
 - 1.18. arise during dives if the insured person does not hold an internationally valid authorisation for the depth in question, except when participating in a diving course with an authorised diving instructor. In any circumstances, there is no insurance cover for dives at a depth of more than 40m. Subsection 1.18. does not apply to trip cancellation;
 - 1.19. arise as a result of the exercise of a manual activity in the course of business by the insured person. Ordinary activities in the context of staying as an au pair and in the hospitality and hotel industry are insured. Subsection 1.19. does not apply to trip cancellation.
2. Insofar as the policyholder or the insured person is a sanctioned person, a sanctioned company or a sanctioned organisation that is included on a sanctions list of the United Nations, the European Union, the United States of America, the United Kingdom, the Republic of Slovenia or the Republic of Austria, and to the extent of the sanction, no insurance cover shall be granted for them, no payment shall be made and no benefit shall be provided that is directly or indirectly due to them.
 3. In addition to these general exclusions from insurance cover, special exclusions are also defined in Section 12, Section 18, Section 23 and Section 28.

Section 7

What do the sums insured mean?

1. The insured sums listed in the schedule of benefits of the insurance policy limit the insurer's benefits for all insured events before and during a trip.
2. For the family tariff, the sum insured stated in the schedule of benefits of the insurance policy applies jointly to all insured persons.
3. If several insurance policies have overlapping insurance periods, the sums insured are not multiplied for the period of overlap.

Section 8

What are the obligations of the policyholder and insured person?

1. The policyholder or the insured person must comply with the following obligations after the insured event has occurred:
 - 1.1. notify the insurer of the occurrence of the insured event as soon as possible after he or she becomes aware of it and must provide the insurer with comprehensive information about the event and the extent of the loss;
 - 1.2. if an insured reason for trip cancellation occurs, he or she must cancel the trip as soon as possible to limit the cancellation costs as far as possible;
 - 1.3. as far as possible, must help to establish the facts of the claim, must provide the insurer with all required information truthfully and must allow any reasonable investigation into the cause and the extent of the insurer's liability;
 - 1.4. as far as reasonable according to the circumstances in the individual case:
 - 1.4.1. hand over to the insurer any evidence proving the cause and amount of liability (such as cancellation cost statements, booking confirmations, police records, airline confirmations, doctor's and hospital certificates, invoices, etc.). Original receipts must be handed over to the insurer at the insurer's request, where the insurer reimburses the loss;
 - 1.4.2. in the event of illness or accident, have a corresponding certificate issued by the attending doctor (in the event of trip curtailment, by the local doctor);
 - 1.4.3. damage/loss that has occurred in the custody of a transport company or accommodation provider must be reported to the insurer as soon as possible after discovery and an official written statement of this must be requested;

1.4.4. damage/loss caused by criminal acts must be reported to the local police force as soon as possible, giving a precise account of the facts and stating the extent of the damage/loss and an official written statement of such must be requested.

2. In order to prevent the occurrence of the insured event or an increase in the scope of the insurance benefit, the following obligation must be complied with: If the insured person is a US citizen or permanent legal US resident and travels to Cuba, he or she must prove that he or she has complied with all US regulations that apply to this trip, otherwise no insurance benefits or payments can be provided by the insurer.
3. In addition to these general obligations, specific obligations are also defined in Section 24, Section 29 and Section 35.

Section 9

How do I submit statements or information?

All statements and information provided by the policyholder, the insured person and other third parties in connection with the insurance contract must be submitted via the insurer's online form, email, fax or post.

Section 10

What rules apply to entitlements under other insurance policies (subsidiarity)?

If benefits are also provided by other social or private insurance policies for an insured event, they take precedence (principle of subsidiarity, i.e. insurance cover only applies if corresponding loss is not covered by the other insurance). However, the claims of the insured person under this insurance contract remain unaffected, such that, if the insured person reports the insured event to the insurer, the insurer shall make advance payment and settle the claim in accordance with the conditions. Note the special provision in Section 21 subsection 5.

Specific conditions

A: Trip cancellation and trip curtailment

Section 11

What is insured?

1. The subject of the insurance policy is a booked trip. The following provisions relating to trips also apply in the same way to travel services.
2. An insured event occurs if the insured person is unable to commence the trip or part of the trip or has to curtail the trip for one of the following reasons:
 - 2.1. death of the insured person;
 - 2.2. unexpected serious illness (including illnesses arising from a pandemic or epidemic), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or adverse reaction of the insured person to a vaccination, if the inability to travel for the trip is the result of one of these reasons;
 - 2.3. unexpected, severe pregnancy complications up to and including the 35th week of pregnancy.
 - 2.4. organ transplant of the insured person as donor or recipient;
 - 2.5. unexpected allocation or rescheduling of an operation appointment or an inpatient stay at a clinic for rehabilitation;
 - 2.6. loss of employment through no fault of the insured person as a result of termination of employment by the employer;
 - 2.7. unexpected serious illness (including illnesses arising from a pandemic or epidemic), serious bodily injury caused by an accident, unexpected acute onset of an existing illness or consequence of an accident, fracture or loosening of implanted joints or death (including suicide) of family members or another close friend or relative, as a result of which the presence of the insured person is required. The close friends or relative must be named to the insurer in writing when the insurance is taken out; one close friend or relative may be named per insured person;
 - 2.8. filing of the petition for divorce or dissolution (in the case of separation by mutual consent, the corresponding petition) at the competent court or abandonment of the joint place of residence before the insured joint trip of the spouses or partners affected;
 - 2.9. dissolution of cohabitation (that has lasted for at least six months) before the insured joint trip of the cohabiting partners affected (affidavit of the cohabiting partners affected is required);
 - 2.10. significant material damage to the property of the insured person at one of his or her places of residence as a result of an Act of God (flood, storm, etc.), fire, burst water pipe or criminal act committed by a third party, as a result of which the presence of the insured person is necessary;
 - 2.11. Receipt of an unexpected court summons by the insured person, provided that the competent court does not accept the travel booking as a reason to postpone the summons..
3. The insurance covers the event for the affected insured persons, their accompanying family members who have insurance of equal value and additionally per event up to a maximum of three further fellow travellers who have insurance of equal value. Anyone who is also insured with Europäische Reiseversicherung AG, Vienna, for such an insured event shall be deemed to have equivalent insurance cover.
4. Family member means a spouse (or registered partner or cohabiting partner), children (stepchildren, children-in-law, grandchildren, foster children, adopted children), parents (step parents, parents-in-law, grandparents, foster parents, adoptive parents) and siblings of the insured person; for a registered partner or cohabiting partner living in the same household, this also includes their children, parents and siblings.

Section 12

What is not insured (exclusions)?

There is no insurance cover if the reason for trip cancellation had already occurred or was foreseeable at the time the insurance was taken out or the reason for trip curtailment had already occurred or was foreseeable at the time the trip started.

Section 13

What costs are reimbursed?

The insurer reimburses:

1. for trip cancellation
 - 1.1. the cancellation costs you owe under the travel contract;
 - 1.2. official fees that the insured person has had to pay for his or her visa to be issued;
 - 1.3. booking fees, if reimbursing booking fees is included in benefits of the insurance product, they were already invoiced at the time of booking the trip, they are listed separately on the booking confirmation and were taken into account when selecting the insured sum, up to the following amounts:
 - airline tickets: max. €70.00 for price up to €700.00 (and max. 10% of the price) per ticket;
 - package tour, train, hotel, ferry, rental car, etc.: max. €25 per person or max. €50 per booking/family;
 - 1.4. cancellation processing fees, if agreed in writing at the time of booking: up to €25.00 per person or up to €50.00 per booking/family;
2. for trip cancellation
 - 2.1. the paid but unused parts of the insured trip.
 - 2.2. the additional travel costs incurred as a result of the early return trip. These are the costs incurred as a result of it not being possible or being only partially possible to use booked return tickets or other travel tickets. For reimbursement of the return travel costs, the type and class of the means of transport shall be based on the quality that was booked. If the additional travel costs are reimbursed, the unused original return tickets shall only be reimbursed minus the additional travel costs.
3. Shooting fees and hunting licences are not reimbursed.

B: Luggage

Section 14

What is insured?

The insurance covers the damage to or loss of the insured items as a result of:

- third-party interference such as theft or damage to property;
- Act of God or fire;
- a traffic accident (excluding own fault);
- in the custody of a transport company, an accommodation provider, a cloakroom with attendant or a luggage storage service.

Section 15

What items are insured and what are the requirements for the insurance cover?

1. All items (however, see subsections 2 and 3) taken with you or purchased for personal private use while travelling are insured.
2. The following:
 - 2.1. jewellery, watches, furs, technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices with the exception of visual aids, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment and bicycles (see also Section 18 subsection 3); are only insured on condition that they:
 - are carried and supervised on your person in such a way that they cannot be removed by third parties without overcoming an obstacle; or
 - are handed in to an accommodation provider, a cloakroom with attendant or a luggage storage service; or
 - are in a closed and locked room and all available security devices (safe, lockers, etc.) are used; or
 - are worn as intended;
 - 2.2. Technical devices of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment and bicycles if they have been handed over to a transport company for safe custody in a locked container; jewellery, watches and furs are not insured.
3. The following are not insured:
 - 3.1. Money, cheques, debit and credit cards, securities, tickets, deeds and documents of any kind; animals, antiques and objects with a primarily artistic or collector's value;
 - 3.2. land, air and water vehicles with internal combustion engines or for which official approval is required, hang-gliders, paragliders, kites, iceboats, sailing boats; their accessories, spare parts and special equipment are also not insured;
 - 3.3. items that ordinarily are only for professional purposes;
 - 3.4. weapons including accessories.

Section 16

What insurance cover is provided in or for unattended parked motor vehicles (trailers)?

1. A motor vehicle (trailer) is deemed to be parked unattended if neither the insured person nor a person of trust appointed by the insured person and known by name is permanently present at the motor vehicle (trailer) to be secured. Monitoring a car park that is open to the general public is not considered to be supervision.
2. Insurance cover is provided for items if it is not possible to store them in accommodation or with a luggage storage service, the motor vehicle (trailer) is not

parked for more than twelve hours for which evidence is provided and the items:

- 2.1. are in a locked interior or boot, firmly enclosed by metal, hard plastic or glass and secured by lock, and all available security devices are used. They must be stored in the boot if there is such a boot available and it is possible to store them in it, otherwise they must be stored so that they cannot be seen from the outside;
- 2.2. are stored in a metal or hard plastic container or on a roof rack. The container or roof rack must be locked, mounted on the motor vehicle and it must not be possible for unauthorised persons to remove them without the use of force (e.g. a steel cable lock alone is not sufficient).
3. On a single-track motor vehicle, the luggage that is carried must be kept in closed and locked containers made of metal or hard plastic that cannot be opened or removed by unauthorised persons without the use of force. The other provisions of subsection 1 and 2 apply accordingly.
4. There is no insurance cover for any unattended, parked motor vehicle (-trailer) for technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment, bicycles, jewellery, watches and furs.

Section 17

What insurance cover is there for tents and camping?

1. Insurance cover is only provided while camping at an official campsite.
2. Insurance cover is provided for technical equipment of any kind including accessories (e.g. photographic, film and video equipment, laptops, tablets, optical devices, consumer electronics, mobile phones, navigation devices), musical instruments, sports equipment, bicycles, jewellery, watches and furs, if it is handed over to campsite management for safekeeping or is in a motor vehicle (trailer) or caravan and the requirements of Section 16 subsection 2.1 are met.

Section 18

What is not insured (exclusions)?

No insurance cover is provided for loss that:

1. arises as a result of natural or defective condition, wear and tear, defective packaging or defective closure of the insured items;
2. is caused through own fault, forgetting, leaving behind, losing, misplacing, dropping, leaving unattended, inadequate storage or inadequate supervision of storage;
3. arises in the insured objects (sports equipment, musical instruments, etc.) during their use;
4. is a consequence of insured events (e.g. costs of changing lock in the event of theft of a key).

Section 19

What costs are reimbursed?

1. The insurer reimburses:
 - the current market value for destroyed or lost items;
 - for damaged items that can be repaired, the necessary repair costs, but no more than the current market value;
 - the material value for damaged, destroyed or lost films, sound and other data carriers.
2. The current market value is the replacement price of the insured items on the day of loss, less a reduction in value for age, wear and tear.
3. The insurer waives any claim of underinsurance.

Section 20

What additional insurance cover is provided?

1. In the event of delayed baggage retrieval at the travel destination, the necessary expenses for replacement items for personal use required as a result are reimbursed.
2. If documents required for the trip (e.g. passport, identity card, visa, driving licence and registration certificate) are lost during the trip as a result of an insured event in accordance with Section 14, the insurer shall assist in obtaining replacements and shall pay the official fees that are incurred. For travel tickets issued in the name of the insured person, the insurer shall bear the costs of issuing a replacement ticket.
3. Assistance and cash advance in the event of theft of funds
 - 3.1. An insured event occurs if the insured person is in financial distress during the trip because his or her travel funds have been lost as the result of an insured event in accordance with Section.
 - 3.2. The insurer shall establish contact between the insured person and his or her main bank, assist in the transfer of an amount provided by the main bank and bear the costs of the money transfer.
 - 3.3. If it is not possible to contact the insured person's main bank within 24 hours, the insurer shall provide a cash advance up to the agreed sum insured and shall bear the costs of the money transfer. The cash advance shall only be granted against acknowledgement of receipt.
 - 3.4. The insured person undertakes to repay the cash advance to the insurer within two weeks of returning from the trip, but at the latest within two months of receipt of payment.

C: Medical services abroad

Section 21

What is insured abroad?

1. An unexpected acute illness (including illnesses arising from a pandemic or epidemic), the occurrence of an accidental bodily injury or the occurrence of the death of the insured person during a trip abroad is an insured event.
2. The insurer shall reimburse the necessary costs for which evidence is provided for the following:

- 2.1. transport to hospital and transport for a medically necessary transfer;
- 2.2. outpatient medical treatment including prescribed medication and pain-relieving dental treatment (including single dental fillings);
- 2.3. inpatient treatment in a hospital including prescribed medication. If the return trip is not possible as a result of being unfit to travel, the insurer shall reimburse the costs of medical treatment up to the day that the insured person is fit for travel;
- 2.4. transport home to the country of residence from which the trip was started, if necessary with accompanying doctor and with medically adequate means of transport, depending on the condition of the insured person, if transport home:
 - 2.4.1. is medically necessary (including ambulance jet); or
 - 2.4.2. is not medically necessary but medically justifiable and is desired by the insured person after at least three days of hospitalisation (excluding ambulance jet);
- 2.5. the delayed return travel (travel and accommodation costs) of an insured fellow traveller to the country of residence from which the trip was started, if they have had to extend the booked stay as a result of illness or accident of the insured person. The additional accommodation costs incurred are reimbursed based on the quality of the stay that was booked. The additional costs of the return travel by the cheapest possible suitable means of transport incurred as a result of it not being possible or being only partially possible to use booked return flight tickets or other travel tickets shall be reimbursed;
- 2.6. a visit to the patient if the hospital stay abroad lasts for more than five days. The insurer shall organise travel to and from the place of hospitalisation for a close friend or relative of insured person who is not travelling with him/her and shall pay the costs of the cheapest possible suitable means of transport and standard local mid-range accommodation;
- 2.7. medically urgent transport of medication and serum from the nearest depot;
- 2.8. the trip of a person appointed by the insured person to the place of stay and back to the place of residence of the insured person if, as a result of an insured event, the insured person requires a carer to take their accompanying minor children back home;
- 2.9. the repatriation of deceased persons in the standard way to the country of residence from which the trip was made, or instead for burial at the place of the event (up to a maximum of the cost of repatriation in the standard way);
- 2.10. in the event of transport to hospital, transport for transfer, transport home and return travel: the necessary costs for which evidence is provided to transport the luggage carried by the insured person and the insured fellow traveller.
3. Unexpected pregnancy complications and unexpected premature births are insured up to and including the 35th week of pregnancy. The costs listed under subsection 2 shall be reimbursed for the newborn child within the sum insured that has been agreed for the insured mother.
4. If payments under subsections 2.1 or 2.3 to 2.10 become necessary, the necessary action shall be organised by the insurer on contacting the insurer's 24-hour emergency number and the necessary costs shall be paid directly to the service provider.
5. The payments shall be made in euros. Foreign currencies shall be converted, where evidence is provided of the purchase of such foreign currencies, on the basis of the exchange rate for which evidence is provided. If no evidence is provided of the exchange rate, the exchange rate according to the Euro Reference and Exchange Rates of the European Central Bank at the time of the insured event shall apply.
6. If the insured person has made payments in accordance with subsections 2.1 to 2.3 himself/herself and there is insurance cover for such payments under a social insurance scheme, he/she must first submit such costs to the social insurance scheme. If he/she fails to do so, the insurer's liability shall be reduced by 20%.

Section 22

What is insured in my home country?

For insured events that occur in the home country, the insurer shall reimburse the costs for which evidence is provided up to the agreed sum insured (for abroad) for the following:

1. transport for a domestic transfer by ambulance to the hospital nearest to the insured person's main place of residence, provided that the hospital where the insured person is treated is at least 50 km and no more than 1,000 km from the insured person's place of residence, a hospital stay of more than five days is expected and the attending doctors agree to a transfer;
2. a visit to the patient if the hospital stay lasts for more than five days and there is no transfer under subsection 1. The insurer shall organise travel to and from the place of hospitalisation back to the place of residence for a close friend or relative of insured person who is not travelling with him/her and shall pay the costs of the cheapest possible suitable means of transport and the costs of local accommodation;
3. the transfer of deceased persons within your home country in the standard way.

Section 23

What is not insured (exclusions)?

There is no insurance cover for the following:

1. Use of local cures (spa treatments), rehabilitation stays and physiotherapies;
2. restorative or prosthetic dental treatments;
3. provision of medical aids (e.g. visual and hearing aids, dental braces, inserts and prostheses of any kind);
4. termination of pregnancy, as well as pregnancy complications and deliveries after the 35th week of pregnancy;
5. preventive vaccinations, medical reports and doctor's certificates;
6. special hospital services such as a single room, telephone, TV, rooming-in, etc;

7. cosmetic treatments;
8. physical injury in the case of treatments and interventions which the insured person carries out or has carried out on his/her body, insofar as an insured event was not the reason for such treatment or intervention;
9. treatments and transport in connection with existing illnesses or consequences of an accident.

Section 24

What are the obligations of the policyholder and insured person?

The policyholder or the insured person must comply with the following obligations after the insured event has occurred:

If in-patient, day-care or repeated out-patient treatment, transport home, repatriation of deceased persons or funerals at the place of the event become necessary, the insurer's 24-hour emergency number must be contacted as soon as possible to obtain any instructions from the insurer.

D: Search and rescue

Section 25

What search and rescue costs are reimbursed?

1. The insured person must be rescued because he or she has suffered an accident on difficult terrain, is in distress in the mountains or at sea, or there was a reasonable expectation of one of the above situations.
2. The insurer shall reimburse the costs for which evidence is provided of searching for and rescuing the insured person to the nearest road suitable for driving or, if medically necessary, the costs of direct transport from the place of the accident to the nearest hospital.

E: Personal liability cover

Section 26

What is insured?

1. An event that causes loss or damage during the trip as a result of which the insured person as a private person incurs or could incur an obligation to pay compensation is an insured event. Several loss events based on the same or similar cause shall be treated as a single insured event.
2. If an insured event occurs, the insurer shall be liable for:
 - 2.1. the insured person's obligations to pay compensation that arise as a result of damage to property and/or personal injury, as well as the pecuniary loss that arises as a result, on the basis of statutory liability provisions (hereinafter referred to as the "obligation to pay compensation"). The insurance does not cover loss or damage that is not attributable to personal injury or property damage (pure financial loss);
 - 2.2. the costs of establishing and defending a claim for compensation asserted by a third party.
3. Property damage means damage to or destruction of physical property. Personal injury means damage to health, bodily harm or death of persons.
4. The insurance covers the insured person's obligations to pay compensation that arise from risks in everyday life (with the exception of a business, professional or commercial activity), in particular:
 - 4.1. from using bicycles;
 - 4.2. from non-professional sporting activities, with the exception of hunting;
 - 4.3. from permitted possession of cutting weapons, stabbing weapons and firearms and from their use as sports equipment (with the exception of martial arts) and for the purposes of self-defence;
 - 4.4. from keeping small animals, except dogs and exotic animals;
 - 4.5. from using watercraft for which no driver's licence (boat licence or navigation licence) is required in the country of use;
 - 4.6. from using non-powered model ships and aircraft (the latter up to 5 kg);
 - 4.7. from using rented or leased residential and other rooms and the inventory therein, with the exception of damage due to wear and tear.

Section 27

What costs are reimbursed?

1. The agreed sum insured applies to property damage and personal injury together resulting from a one insured event.
2. The insurance covers the court and out-of-court costs required under the circumstances to establish and defend a claim for compensation asserted by a third party, even if the claim subsequently proves to be unfounded.
3. The insurance also covers the costs of defence in criminal or disciplinary proceedings.
4. If the settlement of a claim for compensation demanded by the insurer fails because of the opposition of the policyholder or the insured person and the insurer issues a declaration by registered letter that it holds its share of the compensation as the contract at the disposal of the injured party, the insurer shall not be liable for the additional expenses for compensation, interest and costs incurred from receipt of its declaration.

Section 28

What is not insured (exclusions)?

1. The insurance does not cover obligations to pay compensation arising from loss or damage caused by the insured person or persons acting on his or her behalf by keeping or using the following:
 - 1.1. aircraft or aircraft equipment;
 - 1.2. land vehicles (or their trailers) which are operated with an internal combustion engine or which carry an official registration number or would be required to carry such a number according to the provisions in force in Slovenia;
 - 1.3. watercraft for which a driver's licence (boat licence or navigation licence) is required in the country of use.

2. There is also no insurance cover for the following:
 - 2.1. the insured person's obligations to pay compensation that arise from risks associated with a business, professional or commercial activity;
 - 2.2. claims in excess of the amount under the statutory obligation to pay compensation that are based on a contract or a specific undertaking;
 - 2.3. the performance of contracts and the compensation to be paid in lieu of performance;
 - 2.4. damage/loss inflicted on the insured person himself/herself or to his/her relatives (spouse, direct relatives in the ascending and descending line, parents-in-law, adoptive parents and step-parents, siblings living in the same household; non-marital cohabitation is equivalent to marital cohabitation in terms of effect);
 - 2.5. damage/loss due to pollution or disturbance of the environment;
 - 2.6. damage/loss related to a mental illness of the insured person.
3. The insurance does not cover obligations to pay compensation for the following:
 - 3.1. damage to property that is borrowed, rented, leased, rented or taken into custody by the insured person or the persons acting on his or her behalf (except for Section 26 subsections 4.5 and 4.7). The exclusion also applies to the loss or misplacement of physical property;
 - 3.2. damage to property that is caused on or with such property during or as a result of its use, transport, processing or other activity;
 - 3.3. damage to property that is caused by the gradual emission or gradual action of temperature, gases, vapours, liquids, moisture or non-atmospheric precipitation, nuclear events and contamination by radioactive substances.
4. There is no insurance cover for punitive compensation in excess of the damage that has been incurred.

Section 29

What are the obligations of the policyholder and insured person?

After the insured event has occurred, the policyholder or the insured person must notify the insurer as soon as possible of the following:

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

Section 30

What is the insurer authorised to do?

The insurer is authorised to make all statements it deems appropriate on behalf of the policyholder within the scope of its liability.

F: Assistance in the event of imprisonment or threat of imprisonment abroad

Section 31

What assistance is provided in the event of imprisonment or threat of imprisonment abroad?

1. An insured event occurs if the insured person is threatened with imprisonment or is arrested abroad.
2. The insurer shall assist in providing a lawyer and an interpreter. The insurer shall also provide a cash advance for a lawyer and, if necessary, for bail up to the agreed insured sum.
3. The insured person undertakes to repay the cash advance to the insurer within two weeks of returning from the trip, but at the latest within two months of receipt of payment.

G: Accident

Section 32

What is insured?

1. The insured event is the occurrence of an accident during the trip. The insurance benefit is only paid for the physical injury caused by the accident that has occurred.
2. An accident is deemed to have occurred if the insured person involuntarily suffers damage to health as the result of a sudden external event (accident event). Damage to health suffered by the insured person in lawful defence or in an effort to save human life or property is deemed to have been suffered involuntarily. In the event of poisoning by suddenly escaping gases and vapours, the term suddenness is also assumed to apply if the insured person was involuntarily exposed to the effects of gases or vapours for several hours as a result of particular circumstances. However, occupational diseases remain excluded.
 - 2.1. Damage to health resulting from acute deficiency of blood supply to the heart muscle (e.g. myocardial infarction) is insured if there is a predominant causal connection with a direct injury to the coronary artery in question and this injury was caused by a direct mechanical impact from outside on the thorax.
 - 2.2. Damage to health resulting from acute deficiency of blood supply to the brain (e.g. stroke or ischaemic insult) are insured if there is a predominant causal connection with a direct injury or occlusion of the blood vessel concerned and these injuries have been caused by a direct mechanical effect from outside.
 - 2.3. Intervertebral disc hernias of any kind are insured if they are caused by a significant direct impact of force on the respective segment of the spinal column, and:
 - this was capable of rupturing a healthy intervertebral disc by force and direction, the imaging examination after the accident (such as MRI or

- X-ray) shows no degenerative changes and there were no spinal complaints before the accident; or
 - fractures are present above or below the damaged disc; or
 - here are torn ligaments in the area of the spine with dislocation of the vertebrae.
- 2.4. Abdominal and lower abdominal hernias of any kind are insured if they have been directly caused by an external mechanical effect and do not have an inherent cause.
3. The following is also an accident:
- 3.1. dislocations of limbs, strains and tears of muscles, tendons, ligaments and capsules located on limbs and the spine, as well as meniscus injuries as a result of sudden deviation from the planned course of movement. For illnesses caused by a pre-existing condition, Section 33 subsection 7 applies;
 - 3.2. consequences of accidental ingestion of toxic or corrosive substances, unless such exposures are gradual;
 - 3.3. accidents caused by a heart attack or stroke suffered by the insured person.
4. Damage to health as a result of an accident according to subsections 2 and 3 shall be deemed to be proven if it has been medically determined and medically treated as soon as possible after the accident event.
5. Illnesses are not accidents; communicable diseases are also not the consequences of accidents. However, the insurance cover also covers the following:
- 5.1. consequences of tetanus and rabies if caused by an accident;
 - 5.2. wound infections as the result of an accidental injury;
 - 5.3. organically caused disorders of the nervous system, if and insofar as such disorder is due to organic damage caused by the accident.

Section 33

What is meant by "permanent disability"?

1. Permanent disability arises when the insured person's physical or mental capacity is impaired for life as a result of the accident.
For permanent disability of 25% or more, the insurer shall pay 50% of the agreed sum insured; for permanent disability of at least 50%, the insurer shall pay the entire agreed sum insured.
2. The permanent disability must:
 - have occurred within one year of the accident; and
 - be established by medical report and claimed from the insurer within 15 months of the accident.
The medical report must state the nature and extent of the damage to health and the possibility of disability for life.
3. The state of impairment of physical and mental capacity at the time of the medical examination and at the time of the preparation of the medical report shall apply when determining permanent disability. In the event of total loss or total loss of use of the parts of the body and sensory organs listed below, the following schedule (compensation schedule) shall apply exclusively for the assessment of the degree of disability, unless otherwise agreed:

- Total loss of an arm at or above the shoulder joint	70%
- Total loss of an arm at or above the elbow joint	60%
- Total loss of use of an arm including shoulder joint	60%
- Total loss of one leg with loss of the hip joint	70%
- Total loss of a leg at or above the knee joint	60%
- Total loss of use of a leg including hip joint	60%

 In case of total loss or total loss of use:

- of a thumb	20%
- of an index finger or middle finger	10%
- of another finger	5%
- of a large toe	5%
- of another toe	2%
- of sight in both eyes	100%
- of sight in one eye	40%
- but if sight in the other eye had already been lost before the insured event occurred	65%
- of hearing in both ears	60%
- of hearing in one ear	15%
- but if hearing in the other ear had already been lost before the insured event occurred	45%
- the sense of smell	10%
- the sense of taste	5%
- the spleen	10%
- a kidney	20%
- both kidneys or, if use of the second kidney had already been lost before the insured event occurred	50%
- the voice	30%
- the stomach	20%

 For other parts of the body and sensory organs, the degree of disability is determined by the extent to which normal physical or mental functioning is impaired overall. Only medical considerations shall be taken into account.
4. In the event of partial loss or impairment of use, the corresponding part of the applicable percentage shall apply.
5. If the function of several body parts or sensory organs is impaired by the accident, the degrees of disability that are determined shall be added together. However, more than 100% shall not be taken into account.
6. When assessing the degree of disability, a deduction equal to an existing disability shall be made if the accident affects a physical or mental function that was already impaired before the accident.
7. If illnesses or infirmities have contributed to the damage to health caused by an accident event or its consequences, the percentage of the degree of disability shall be reduced for disability. Otherwise, the benefit shall be reduced by the percentage of the illness or infirmity, provided that such percentage is at least 25%.

- This shall also apply in particular if the damage to health has been caused by a pre-existing condition, such as arthritis.
8. If the degree of permanent disability is not clearly established, both the insured person and the insurer shall be entitled to have the degree of disability reassessed by a doctor annually for up to four years from the date of the accident.
 9. If the insured person dies:
 - from causes unrelated to the accident within one year after the accident; or
 - for whatever reason, later than one year after the accident; and a claim for disability benefit had arisen; the insurer shall pay according to the degree of disability that would have been expected on the basis of the medical findings.

Section 34

What is not insured (exclusions)?

There is no insurance cover for the following:

1. physical injury in the case of treatments and interventions which the insured person carries out or has carried out on his/her body, insofar as an insured event was not the reason for such treatment or intervention. Where an insured event was the reason, Section 6 subsection 1.10 shall not apply to treatment of the consequences of the accident;
2. pathological disorders resulting from mental reactions (e.g. psychoses and neuroses), even if caused by an accident;
3. accidents that occur as a result of a mental disorder or disorder of consciousness, as well as epileptic or other seizures that take over the entire body of the insured person;
4. accidents in the course of using aircraft, except as a passenger in a motorised aircraft for which a passenger transport permit has been issued. A passenger is defined as a person who is neither causally connected with operation of the aircraft nor a crew member nor who exercises a professional activity via the aircraft;
5. accidents while driving land or water vehicles if the driver does not possess the driving licence required for use of such vehicles in the country of the accident. This also applies if the vehicle is not driven on roads with public traffic.

Section 35

What are the obligations of the policyholder and insured person?

The policyholder or the insured person must comply with the following obligations after the insured event has occurred:

1. seek medical assistance as soon as possible and continue medical treatment until the end of the treatment process;
2. ensure appropriate nursing care and, if possible, avert and reduce the consequences of the accident;
3. be examined by the doctors appointed by the insurer at the insurer's request.

Section 36

When is an insurance claim accepted?

For claims for permanent disability benefits, the insurer must declare within three months whether and to what extent it accepts an obligation to pay benefits. The time limits commence on receipt of the documents which the claimant must provide to establish the facts of the accident, the consequences of the accident and the completion of medical treatment.

Insurer:

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Europäische Reiseversicherung AG is part of Assicurazioni Generali S.p.A., Trieste registered in IVASS Register of insurance groups under number 026

Arbitration board

Although we are under the supervision of the Financial Market Authority Austria in Vienna and provide our services in Slovenia via freedom of services, you as a consumer have the right to initiate a conciliation procedure with the conciliation centre of the Slovenian Insurance Association: Železna cesta 14, 1000 Ljubljana, Slovenia, phone: +386 1 300 93 81, email: irps@zav-zdrufenje.si, internet: www.zav-zdrufenje.si. More information about this procedure is provided at www.as.si/pritozbeni-postopki or by calling +386 80 70 77.