

## Insurance package for individual trips

For trips booked prior to taking out the insurance policy, the insurance cover for cancellation insurance does not begin until the tenth day after the insurance policy is taken out (excluding accident, death or elementary event).

Benefits:	
<b>Cancellation insurance</b> Reimbursement of the excess of any included cancellation insurance <b>Trip cancellation</b> Additional return travel costs for unused hotel accommodation	Full costs up to EUR 2.000 / person
<b>Luggage insurance</b>  Delayed luggage transfer to holiday destination	up to EUR 2.000 / person up to EUR 4.000 / family up to EUR 200 / person up to EUR 400 / family
<b>International travel health insurance</b> (less social insurance) Repatriation costs incl. air ambulance Out-patient treatments In-patient treatments incl. transport by ambulance <b>Rescue costs</b> <b>Transport costs</b> The repatriation or transport must be organised by the UNIQA SOS-Service on tel. +43 0 50677-670 (also from abroad) or via email to <a href="mailto:sos-kv@uniqa.at">sos-kv@uniqa.at</a> , otherwise a maximum of 1.820 euro will be reimbursed.	Full costs up to EUR 225.000 / person up to EUR 225.000 / person  up to EUR 7.300 / person Full costs
<b>Travel liability insurance</b>	up to EUR 750.000

### Disclosures for travel cancellation insurance:

- sudden serious illness, serious accident or death of the insured. Mental illness occurring for the first time is covered if in-patient treatment or treatment by a psychiatric specialist is required.
- deterioration of an existing ailment on the part of the insured, provided that a doctor confirmed that the ailment was not pre-existing prior to booking and prior to taking out the insurance policy
- pregnancy on the part of the insured
- unexpected employment dismissal of the insured or their parents by employer
- unexpected conscription of the insured to military service.
- submission of divorce suit by the insured's spouse
- natural hazard losses or criminal offence by a third party requiring the insured party to be present at their home location
- absence of school leaving examination or similar final examination following a minimum of three years of school education for a planned insured school trip immediately following said examination

- Sudden serious illness, serious accident or death of the following persons: spouse/partner, parent, parent-in-law, child, child-in-law, sibling, grandparent, grandchild or brother or sister-in-law of the insured party.

Definition of family: max. 7 people, of which two adults, regardless of their degree of relationship. In a geographical sense, Europe includes all Mediterranean countries, the Canary Islands and Madeira. No insurance cover is provided if, for example, the reason for cancelling the trip already existed or was foreseeable at the time of booking the trip. If the insured event occurs, the insured party must inform the booking agency without delay in the event of any other loss or compensation.

The insurance conditions of UNIQA travel insurance apply as the terms of contract. The insurance benefits apply on a subsidiary basis.

Insurer: UNIQA Österreich Versicherungen AG, Untere Donaust. 21, 1029 Vienna, Austria. Tel. +43 (0) 50677-670; Email: [info@uniqa.at](mailto:info@uniqa.at)

### Emergency telephone number from abroad in the case of in-patient hospital stays and return travel +43 0 50677-670

Travel price/individual	Price for Europe	Price for Worldwide
EUR 300	EUR 25,50	EUR 41,50
EUR 600	EUR 30,50	EUR 52
EUR 1.100	EUR 39,50	EUR 59,50
EUR 1.900	EUR 47,50	EUR 67,50
EUR 3.700	EUR 63,50	EUR 83,50

Travel price/family	Price for Europe	Price for Worldwide
EUR 1.200	EUR 64	EUR 107
EUR 2.200	EUR 82	EUR 122
EUR 3.800	EUR 98	EUR 138
EUR 7.400	EUR 130	EUR 170

This advertising contains a non-binding preliminary information only. It is no offer, no advice and no individual recommendation. The actual product information can be found in the relevant Insurance Product Information Document (Produkt-

informationsblatt) at [www.uniqa.at](http://www.uniqa.at). The aggregate product details are included in your insurance proposal, policy and the insurance terms and conditions. Subject to errors, misprints and changes. [March 2019].



### General UNIQA travel insurance (Reiseversicherung) conditions for Splashline

Note: Note that only those parts of the “Allgemeine Versicherungsbedingungen UNIQA für Splashline” (general UNIQA insurance conditions for Splashline) which correspond to the scope of services of your selected travel insurance package shall apply.

### Common conditions for all insurance policies

#### **1. For whom can the insurance policy be taken out?**

- 1.1. The insurance covers the persons specified in the evidence of insurance cover on the booking confirmation from Splashline.
- 1.2. For any person who completed a trip with Splashline and with a permanent residence in Europe.
- 1.3. In the case of Easy – Die Wintersportwoche and Sound Everest Winterfestival: Ski groups consisting of children and youths up to the age of 21 as well as their companions.
- 1.4. For families if a relevant premium for family insurance is offered and taken out. A family is defined as a maximum of seven people, including a maximum of two adults, regardless of their degree of relationship.

#### **2. When is the insurance valid?**

The insurance protection commences:

- 2.1. In the case of travel cancellation insurance, on completion of booking of the trip, terminating on commencement of the trip. In the case of other insurance policies, on the date specified on the booking, terminating at the end of the trip, or no later than after 30 days (see also international travel health insurance item 3).
- 2.2. In the case of health insurance, on departure from Austria, terminating on re-entry to Austria (exception: the insurance packages of Easy – Die Wintersportwoche and Sound Everest Winterfestival are only valid within Austria).

#### **3. Where is the insurance valid?**

- 3.1. The international travel health insurance is valid within the agreed area of validity outside of Austria (exception: the insurance packages of Easy – Die Wintersportwoche and Sound Everest Winterfestival are only valid within Austria).
- 3.2. Luggage and liability insurance are valid within the agreed area of validity, including within Austria, provided that the insured party must leave their residence to commence their trip.
- 3.3. In a geographical sense, Europe includes the Mediterranean countries, the Canary Islands and Madeira.

#### **4. What is the extent of the liability of the insurer?**

- 4.1. The relevant insured sum represents the maximum liability of the insurer.

#### **5. What happens in the event that the stakeholder also has claims against third parties?**

- 5.1. All insurance benefits are subsidiary. They are therefore only paid out if compensation cannot be secured from other existing private or social insurance policies.



## 6. In which cases is no insurance cover granted?

In the case of events

- 6.1. brought about deliberately or through gross negligence on the part of the insured party; in the case of travel liability insurance, cover is not granted only if the insured party deliberately and unlawfully causes the event for which they are responsible towards the third party. Intent corresponds to an action or omission where it can be expected that damages will arise, yet the risk is assumed nonetheless
- 6.2. relating directly or indirectly to wartime events of any kind, terrorism or civil unrest (exception: international travel health insurance, see item 2.8. there)
- 6.3. occurring as a result of a strike, acts of violence arising from a public gathering or a demonstration, where the insured party is actively involved
- 6.4. caused by the suicide or attempted suicide of the insured party (excluding international travel health insurance and travel cancellation insurance)
- 6.5. caused by official orders
- 6.6. caused in the performance of a professionally related manual activity or during military service (excluding international travel health insurance)
- 6.7. caused directly or indirectly by the influence of ionising radiation within the context of the Radiation Protection Act in its relevant applicable version or through nuclear energy
- 6.8. suffered by the insured party due to a significant impairment of their mental capabilities relating to alcohol, narcotics or medication
- 6.9. In addition to these general exclusions from insurance cover, special exclusions also apply in the relevant insurance policies

## 7. What needs to be considered before and after an insured event occurs?

Obligations whose violation affect the insurer's duty to indemnify under Section 6 of the Austrian Insurance Contract Act are: The insurer is obliged to:

- 7.1. avoid the occurrence of insured events where possible or limit the consequences thereof and follow all possible instructions from the insurer
- 7.2. inform the insurer promptly and in detail in writing of the insured event, and if necessary by telephone or telex (see the relevant note regarding the special regulation for international travel health insurance).
- 7.3. on receipt of forms used by the insurer for the purposes of claim handling, to promptly send the completed forms to the insurer
- 7.4. take all reasonable measures to resolve the causes, course of events and consequences of the insured event.
- 7.5. authorise and cause all authorities, attending doctors and/or hospitals associated with an insured event, as well as social and private insurers, to provide information required by the insurer
- 7.6. ensure claims for damages against third parties in due time and form, and if necessary hand them over to the insurer in the amount of compensation granted
- 7.7. report damages incurred through criminal offences immediately providing detailed information of the situation and indicating the extent of the damage to the responsible security authority and having the report certified



- 7.8. provide the insurer with evidence indicating the reason and amount of the claim for insurance benefits, such as police reports, statements of facts, doctor and hospital bills, proof of purchase, etc. unsolicited and in original form
- 7.9. In addition to these general obligations, special obligations also apply in the relevant insurance policies.

### **8. When does the insured party lose their claim to insurance benefits?**

The insurer is released from the obligation to indemnify:

- 8.1. if, on occurrence of an insured event, the insured party deliberately makes false statements, particularly in the case of a notice of claim, withholds important facts regarding the damaging event or falsifies evidence, even where no damage is caused to the insurer
- 8.2. if the claim for indemnification is not made within one year. The term does not begin until the insurer has rejected the insured party's claim in writing, indicating the reasons and legal consequences associated with the termination of the period of time.

### **9. When does the term of limitation take effect?**

- 9.1. The claims from the insurance policy expire by limitation after a period of three years.

### **10. When and in what currency are benefits due from the insurer?**

- 10.1. Payments are due from the insurer on completion of the inquiries to determine the merits of the insured event and the scope of the benefit by the insurer. However, the due date shall apply independently if the insured party requests an explanation from the insurer after two months have elapsed since the request for a payment regarding the reasons why the inquiries have not yet been completed, and the insurer does not answer this request within one month.
- 10.2. The insurance benefits are calculated and compensated in euros. The mean rate of exchange of the Vienna Stock Exchange on the date of the damages shall be used for currency conversions. If there is no market rate, the bank exchange rate specified by the National Bank of Austria shall apply.

### **11. In what form must declarations be submitted?**

- 11.1. All information and declarations designated for the insurer should be submitted in writing.

### **12. Applicable law, place of performance and jurisdiction**

- 12.1. The statutory provisions of the Republic of Austria apply. The place of performance is the head office of the insurer in Vienna. The place of jurisdiction is Vienna.

## **Travel cancellation insurance and travel cancellation**

### **1. What is insured?**

- 1.1. The cancellation costs of all participants in Splashline travel brands are deemed to be insured in accordance with the general terms and conditions of the insured party.



- 1.2. In the case of travel cancellation, the additional costs for the form of transport with which the trip began (in economy class), provided that the return trip was included in the booked and insured arrangement, in the case of an early or delayed return trip additionally the paid but unused part of the trip (excluding return travel tickets)

## 2. Which events are insured?

- 2.1. Sudden serious illness, serious accident or death of the insured. Mental illness occurring for the first time are covered if in-patient treatment or treatment by a psychiatric specialist is required.
- 2.2. Deterioration of an existing ailment on the part of the insured, provided that a doctor confirmed that the ailment was not pre-existing prior to booking and prior to taking out the insurance policy.
- 2.3. Pregnancy on the part of the insured.
- 2.4. Unexpected employment dismissal of the insured or their parents by employer.
- 2.5. Unexpected conscription of the insured to regular military service for the time of the booked trip.
- 2.6. Submission of divorce suit by the insured's spouse.
- 2.7. Natural hazard losses or criminal offence by a third party requiring the urgent presence of the insured party at their home location.
- 2.8. Absence of school leaving examination or similar final examination following a minimum of three years of school education for a planned insured school trip or trip immediately following said examination.
- 2.9. Sudden serious illness, serious accident or death of the following persons: Spouse/life partner, parent, parent-in-law, child, child-in-law, sibling, grandparent, grandchild or brother or sister-in-law of the insured party.
- 2.10. The insured event shall apply for the relevant insured parties and for their co-travelling family members with equivalent insurance, including spouses or life partners living in the same household; children (including stepchildren, children-in-law), parents (including stepparents, parents-in-law) and one additional co-travelling person, even if not a family member, with equivalent insurance.
- 2.11. Only in the case of travel cancellation: Civil unrest of any kind, natural catastrophes or epidemics at the originally booked travel destination, if the physical safety of the insured is in specific danger and if it is not possible to continue the trip.

## 3. In which cases is no insurance cover granted?

- 3.1. If an event or ailment had already occurred or could have been anticipated at the time of taking out the insurance policy or booking the trip.
- 3.2. If the travel operator cancels the travel agreement.

## 4. What does the insured party need to do in the case of damages?

- 4.1. The obligations in the common conditions should be observed.
- 4.2. Once an insured event becomes known, the booking office (travel company) should be informed immediately in the case of any loss of right to compensation.
- 4.3. All required information relating to verifying the right to compensation should be provided to the insurer, and all required evidence should be provided at the cost of the insured party.

The following documents in particular should be submitted to the insurer together with the written notice of claim:

- Travel agreement (bill)
- Cancellation bill of charges



- Detailed medical report (in particular, diagnosis and commencement of ailment) or mother-and-child passport
- Death certificate
- Other official certificates serving as evidence of the occurrence of an insured event (e.g. divorce claim, conscription order, negative school leaving certificate, etc.)
- In the case of travel cancellation for medical reasons, corresponding confirmation from the attending doctor or a death certificate, or other official certificates as evidence for the occurrence of the insured event
- In the case of travel cancellation, evidence for the additional return travel costs.

### 5. What damages does the insurer indemnify?

In the case of an insured event, the contractually agreed cancellation costs or the travel cancellation costs specified under item 1.2.

### International travel health insurance

#### 1. What is included in the insurance cover?

- 1.1. Costs incurred outside of Austria
  - relating to a non-deferrable medical treatment due to illness or accident including medically prescribed medication
  - relating to medically required transportation to the nearest hospital up to the insured sum of Euro 225.000,- per person and trip.
- 1.2. The full costs of a medically necessary patient transportation from a foreign country to an Austrian hospital or to a permanent residence in Austria, including the costs for transporting one person in a close relationship to the person being transported. The return of the insured party is only covered in the following cases and provided that the insured is fit enough to be transported:
  - there is a life-threatening disruption to the insured party's state of health, or
  - based on the medical care available at the location in question, treatment in line with Austrian standards is not ensured, or
  - in-patient hospital stay of more than five days is anticipated.The return should be arranged by UNIQA SOS service, otherwise a maximum compensation of Euro 1.820,- will be granted.
- 1.3. The full costs of a standard transfer of a deceased person to their home location in Austria, or the funeral costs at the place of death up to a cost of Euro 1.820,-. The transfer should be arranged by UNIQA SOS service, otherwise a maximum compensation of Euro 1.820,- will be granted.
- 1.4. Scope of insurance in Austria (for Easy – Die Wintersportwoche and Sound Everest Winter-festival insurance packages):
  - Transfer transportation within Austria up to a sum of Euro 1.000,- per person.
  - In the case of a hospital stay of more than five days for the insured party, the following costs are covered for first-degree relatives:
    - 100% of round trip (second-class rail costs or economy-class flight costs)
    - Accommodation costs up to a sum of Euro 300,- per person.
  - Return transportation at end of hospital stay, where return trip is not possible as planned, up to a sum of Euro 1.000,- per person.
  - Support for the return travel of minors at end of hospital stay, where return trip with the school group is not possible as planned, up to a sum of Euro 500,- per person and per case.
  - The full costs of a standard transfer of a deceased person to their home location in Austria, or the funeral costs at the place of death up to a cost of Euro 1.820,-. The



transfer should be arranged by UNIQA SOS service, otherwise a maximum compensation of Euro 1.820,- will be granted.

### 1.5. Rescue costs

The insured party needs to be rescued due to suffering an accident, getting into distress in the mountains or at sea, or if there is a justified assumption of one of these situations.

- Costs accrued outside of Austria relating to a rescue operation up to a sum of Euro 7.300,- per person.

- Costs accrued within Austria relating to a rescue operation up to a sum of Euro 7.500,- per person.

The insurer will cover the established costs of searching for the insured party and bringing them to safety to the nearest road up to the amount of the insured sum, or in the case of medical necessity, to the nearest hospital.

## 2. What else is not covered other than the exclusions of the common conditions for all insurance policies?

Benefits (1.1. to 1.5.) relating to:

2.1. Treatments which had already begun prior to commencement of the insurance cover

2.2. Treatments for chronic illnesses, excluding as a consequence of acute attacks or incidents

2.3. Treatments that are the purpose of a stay abroad

2.4. Tooth conditions not relating to the initial treatment of immediate pain relief, as well as dental prostheses

2.5. Pregnancy terminations, examinations and childbirth, excluding premature delivery at least two months before the planned birth date

2.6. Cosmetic treatments, spa treatments and rehabilitation measures

2.7. Prophylactic vaccinations

2.8. Treatments of illnesses and consequences of accidents resulting from wartime events of any kind or through active participation in unrest or intentional criminal offences or while travelling, in spite of travel warnings from the Austrian Foreign Ministry

2.9. Treatment of consequences of accidents resulting from active participation in public sporting competitions and training subject to remuneration.

## 3. What type of insurance cover exists following expiry of the insurance term?

3.1. For costs (relating to the insured sum and insurance conditions), if return travel from a foreign country is not possible due to medical reasons. The decision is made in consultation with the attending doctors, however the final decision shall be made by the UNIQA SOS service.

## 4. What needs to be done in the case of an insured event?

In addition to the obligations in the common conditions for all insurance policies, the following apply:

4.1. in the case of out-patient treatment (including the purchase of medication), the costs incurred should initially be paid by the insured party themselves.

4.2. in the case of in-patient treatment or return travel, the UNIQA SOS service should be informed. To pay for the costs incurred and to take the necessary measures, the UNIQA SOS service requires personal information and a description of the illness from the person being treated as well as the order number (see order confirmation). Based on the information provided, the UNIQA SOS service gets in contact with the attending physicians and makes a decision in accordance with the established criteria under item 1.2. of the international travel health insurance regarding the performance and type of



transportation (depending on the location of the incident, via ambulance, rail, passenger plane or air ambulance). The decision is made in consultation with the attending doctors, however the final decision shall be made by the UNIQA SOS service.

- 4.3. the bill to be submitted should contain the following information, in German, English or French: name and date of birth of the person being treated, description of illness, treatment services, treatment time, description of prescribed medication and balancing note (or other appropriate proof of payment). Bills in languages other than those specified above should be translated into German at the cost of the insured party. The bills should be submitted no later than three months following the end of the trip in their original form or in the form of copies together with the billing documents from the social insurance or other insurance policy (see common conditions for all insurance policies item 5.1.).

## 5. General provisions

- 5.1. Any existing statutory or other private insurance policies should be prioritised. If UNIQA has rendered services, similar claims from the insured against third parties shall pass to UNIQA. In the case of insured parties without social insurance in Austria, a deduction of 20% is made from the billed amount if no other existing social insurance is submitted.
- 5.2. The insured parties authorise UNIQA to retrieve all information deemed necessary from third parties and to release this information from confidentiality.
- 5.3. For each treatment in the UNIQA doctor's office, the fee of 15 Euro falls due.

## Luggage insurance

### 1. What is the insured value?

The insured value is the target value (i.e. cost price at the time less depreciation due to age and use). The maximum insured sum is Euro 2.000,-.

### 2. What is insured?

Items constituting personal travel requisites brought on commencement of the trip or purchased during the trip, with the following limitations:

- 2.1. Sports equipment and all means of transport (excluding non-co-insured in accordance with item 4.4.) are only covered during transportation by a public transportation company
- 2.2. Valuables (items with or containing precious metals, gemstones or pearls, electronic devices, photography, recording and sound equipment, video devices and accessories, watches and visual devices, mobile telephones, jewellery, furs and all items exceeding an individual value of Euro 370,-) are only covered provided they
  - are worn or used as intended, or
  - are transported securely under personal safekeeping, or
  - are given to an accommodation provider or a supervised cloakroom for safekeeping, with evidence thereof, or
  - are stored and locked away in a properly closed, locked room which is not accessible to everybody, where bags of any kind, beauty and attaché cases, and jewellery boxes are not deemed to be adequate storage containers.

In all cases, the safekeeping should be appropriate to the value of the items (e.g. safe). Otherwise, the items specified above are not covered during transportation under the responsibility of a third party.

- 2.3. Luggage theft from cars is only covered if it can be proven that the theft occurred between 6 a.m. and 9 p.m., unless the vehicle was parked in a supervised garage. Theft from boats is also only covered between 6 a.m. and 9 p.m. However, the luggage must be stored in a securely encased, locked interior space or boot. If a boot is available, the





luggage should be stored there, otherwise it should be stored where possible in a position where it is not visible from the outside.

### 3. Which risks and damage are insured?

Insurance coverage is provided for the insured items in the case of:

- theft, breaking and entering and robbery
- damage with proven third-party influence
- loss during transportation under the responsibility of a third party
- delayed delivery at holiday destination in accordance with item 5.4.

### 4. Which risks, items and damage are not insured?

- 4.1. Valuables in accordance with item 2.2., if they are left in vehicles of any kind (locked or unlocked) or in other unsupervised locations.
- 4.2. Cash, bank notes, travel tickets, stamp collections, certificates and valuable papers, credit and debit cards, precious metals, loose precious stones, merchandise and items with primarily artistic and sentimental value, tools and devices used for professional practice, musical instruments, remote vehicle accessories, tools, spare parts and weapons, computer equipment, software and accessories.
- 4.3. Items on or in unlocked vehicles or boats, as well as motorbike bags and their contents, if these bags are left on the motorbike.
- 4.4. Cars, mobile homes, caravans, motor boats, sailing boats, surfboards and accessories, motorbikes and aircraft.
- 4.5. Inadequate or no packaging or safekeeping.
- 4.6. Acts of negligence, such as forgetting, neglecting, losing, misplacing, dropping or leaving behind.
- 4.7. Natural or defective condition of the insured items, specifically internal deterioration or breakage, abrasion, wear, leaking liquids or weather effects.
- 4.8. Any damage and risk expressly excluded from the insurance coverage in the common conditions.

### 5. Which damages are liable for indemnification to a limited extent?

- 5.1. Replacement costs for personal documents up to a maximum sum of Euro 80,- per person.
- 5.2. Seeing aids (glasses and contact lenses) and other prosthetic aids (e.g. hearing aids) as well as cosmetics and perfumes up to 20% of the insured sum.
- 5.3. In the case of breakages to fragile items (with the exception of packaging materials, e.g. cases), 10% of the insured sum, or a maximum of Euro 220,-.
- 5.4. In the case of delayed (more than 12 hours) delivery of luggage to the holiday destination for essential new purchases or lending fees, 10% of the insured sum, or a maximum of Euro 200,-.
- 5.5. For the entirety of the insured valuables in accordance with item 2.2., up to 50% of the insured sum.
- 5.6. In the case of theft from a car for the entirety of the insured items (excluding insured valuables in accordance with item 2.2.), up to 50% of the insured sum.

### 6. What damages does the insurer indemnify?

- 6.1. Taking the previous regulations into account, the following are subject to indemnification:
  - complete loss or destruction of the fair value
  - repair costs in the case of damaged items, provided that these costs do not exceed the fair value.



6.2. The insurance applies on a first-loss basis, meaning that the insurer will waive the objection of underinsurance in the event of damages.

### **7. What does the insured party need to do in the case of damages?**

- 7.1. The obligations in the common conditions should be observed.
- 7.2. Damages occurring in the custody of a transport company or accommodation provider should be reported to the responsible party immediately.
- 7.3. The insured party should provide the following documents together with the notice of claim in addition to the travel agreement (bill):
  - all documents which verify the damages on grounds of cause and amount (e.g. repair, invoices, police report, damage report from airline, confirmation from accommodation provider, etc.).

### **Liability insurance**

An insured event includes any damaging event caused by the insured party as a private individual during a trip and from which damages accrue or could accrue to the benefit of the insured party. Several damaging events based on the same or similar cause are regarded as a single insured event.

#### **1. What is insured?**

- 1.1. The satisfaction of damages accruing to the insured party based on a personal or property damage relating to an insured event, in accordance with legal liability provisions for content under private law.
- 1.2 The cost of the assessment of, and defence costs for, liability claims filed by a third party.

#### **2. What constitutes personal and property damage?**

- 2.1. The death, bodily injury or damage to health of people.
- 2.2. The damage or destruction of physical objects.

#### **3. Which types of events are covered?**

- 3.1. If the insured party in their capacity as a traveller causes damage to third-party items or people and is liable for damages, in the following situations:
  - 3.1.1. arising from the risks of everyday life, with the exception of business, occupational or professional activities
  - 3.1.2. from the keeping and use of bicycles
  - 3.1.3. from the non-professional playing of sports, excluding hunting (hunting is not covered)
  - 3.1.4. from the occasional use of, however not from keeping of, electric and sailing boats
  - 3.1.5 from the keeping and use of other non-motorised watercraft
  - 3.1.6. from the possession of residential premises and other premises leased for private purposes.



#### 4. What is not covered?

- 4.1. If the ascertainment of damage and/or settlement or the fulfilment of other obligations of the insurer is obstructed by a state authority, by third parties or by the insured.
- 4.2. Claims relating to unlawful and intentional actions.
- 4.3. Liabilities for damages arising from damage caused by the insured or persons acting on his/her behalf due to the keeping or use of
  - 4.3.1. Aircraft and air-borne appliances
  - 4.3.2. Cars of all kinds.
- 4.4. Damage caused by the insured or by members of his/her family (family includes spouses, relatives in the direct ascending and descending line, parents-in-law, adoptive and step-parents, siblings living in the same household; extra-marital communities shall be the equivalent to marital communities in their effects).
- 4.5. Damage caused by the insured at a sporting event.
- 4.6. Damage relating to deterioration, wear or excessive stress.
- 4.7. Damage to items borrowed or leased by, or in the charge of, the insured. However, damage to rented residential premises and other premises rented for private purposes in buildings, as well as furnishings, are covered, provided that the rental duration does not exceed the term of insurance (maximum compensation of Euro 2.300,-). Item 4.9. does not apply in this regard.
- 4.8. Damage resulting from environmental contamination or impairment.
- 4.9. Damage occurring to objects during or resulting from their use, transportation, processing or other activity on or with them.
- 4.10. The transmission of an illness by the insured party.

#### 5. What damages are covered under certain circumstances only?

- 5.1. In the case of insured events occurring abroad, justified claims for damages are only fulfilled by the insurer if the claimant can execute claim on the assets of the insured.

#### 6. What needs to be done in the event of damages?

- 6.1. The insured must make every reasonable effort to clarify the causes, the course of events and the consequences of the insured event, and to keep the resulting damage to a minimum.
- 6.2. The insured must promptly inform the insurer in detail and in written form, and if necessary also by telex, no later than within one week of the time of ascertainment, of a damaging event in accordance with item 2. (within 24 hours in the case of death).
- 6.3. The insured must support the insurer in determining and settling or avoiding the claim.
  - 6.3.1. The insured must authorise the attorney (defence attorney, legal adviser) appointed by the insurer, provide him/her with all necessary information and entrust him/her with the conduct of the case.
  - 6.3.2. If it is not possible for the insured to obtain timely instructions from the insurer, then the insured must pursue, on his/her own initiative and within the prescribed deadline, all required acts of procedure.
  - 6.3.3. The insured is not entitled to acknowledge a claim for damages, in full or in part, without the prior consent of the insurer.
  - 6.3.4. The insured authorises the insurer to make all statements on behalf of the insured which the insurer considers to be pertinent.