

General Conditions of Insurance (seminar insurance)

Valid from 1 May 2021

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

General Conditions

- I Insured events**
The insured events in the individual insurance lines are listed exhaustively. An extension analogously to similar events not listed shall be excluded.
- II Agents or assistants**
No agent is authorised to make oral or written auxiliary agreements to provide insurance cover that varies from the general and additional insurance conditions or to make an assessment of facts that is binding for the insurer.
- 1. Insured persons**
The persons designated in the policy, provided that they have had their place of residence in Austria, Switzerland, Liechtenstein, Great Britain or in a country of the European Union (EU) for at least six months at the time of purchasing the insurance. For purchasing a policy with a validity period of more than 4 months, a residence in Austria is a precondition.
- 2. Insurance period**
- 2.1. Cover section - cancellation**
Insurance cover will begin upon conclusion of the insurance contract and will end upon commencement of the seminar. Insurance purchase and payment of the premium for insurance packages with cancellation cover must take place on the day of booking the seminar or max. 3 workingdays after booking the seminar. If concluded at a later date, only events that occur as of the 10th day after conclusion will be insured (exceptions: Accident, death, a natural disaster).
- 2.2. Cover section - curtailment**
Insurance coverage begins (subject to full payment of the premium) at the start of the seminar and ends at the end of the seminar.
- 3. Scope of insurance**
Worldwide (excluding North Korea)
- 4. Insurance sum**
The insurance sum limits all benefits for insured events which occur during the insurance term. The maximum sum insured is defined in the respective product description.
- 5. Claims against third parties**
All insurance benefits are subsidiary, i.e. they will only be paid unless they cannot be reimbursed from other existing cover (e.g. private or social insurance policies).
- 6. Events that are not insured**
In addition to the general exclusions from insurance cover listed below, special exclusions also exist in the respective lines of insurance.
- 6.1. No insurance cover exists for events which have been caused as follows –**
- 6.1.1. –**
- 6.1.2. Directly or indirectly in connection with unrest, war events or terrorism of any kind;**
- 6.1.3. As a result of a strike;**
- 6.1.4. Through violence resulting from a public meeting or demonstration, if the insured has been an active participant;**
- 6.1.5. As a result of the suicide or attempted suicide initiated by the insured;**
- 6.1.6. Resulting from orders by the authorities;**
- 6.1.7. Directly or indirectly as a result of the influence of ionising radiation as defined by the current version of the Radiation Protection Law or nuclear energy;**
- 6.1.8. The insured is suffering from impairment caused by alcohol, addictive drugs or medicine or if a prescribed course of treatment has not been followed;**
- 6.1.9. The claim is caused by motor sports competitions (time trials and rallies) and training associated with these events;**
- 6.1.10. Conditions that were already in existence or were expected at the time the insurance was taken or at the time the seminar was booked or at the time the seminar was started; this also applies to existing medical conditions.**
- 6.1.11. Occur as a consequence of epidemics and pandemics; Cover exists in the context of epidemics and pandemics exclusively within the framework of the provisions specified in the areas of cancellation cover and curtailment.**
"Epidemic": A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or a local authority in Austria.
"Pandemic": An epidemic that spreads among the population in many countries or continents and which is recognized as a pandemic by the World Health Organization (WHO).
"Quarantine": Mandatory confinement, imposed on the insured person by order of a government or authority because the insured person is suffering from a contagious disease (including an epidemic or pandemic disease such as Covid-19) or because the insured person is suspected of having contracted such a disease. This does not include quarantine which applies generally or to part or all of the population, a vessel or a geographical area, or which applies on the basis of the place to which the person is travelling, from or through which he is travelling to attend a seminar.
- 6.1.12. Directly or indirectly as a result of a natural catastrophe, seismic activity or the effects of the weather.**
- 6.2. Costs for mandatory or precautionary health tests that are necessary for the participation in a seminar will not be reimbursed.**
- 6.3. In case of embargos, economical-, financial- or trading sanctions, that apply to the insurance policy, prevent the payment of an indemnification, insurance coverage is not granted.**
- 7. Behaviour in the event of a claim**
- 7.1. Besides the general obligations quoted below, special obligations apply in the respective cover sections.**
The insured person is obligated:
- 7.1.1. to minimize the damage as much as possible and to avoid unnecessary costs;**
- 7.1.2. to directly notify the insurer of the damage and to comply with the latter's directives;**
- 7.1.3. to truthfully describe and provide proof of the loss and the extent of the loss. The insured person must provide all relevant information and submit original invoices and/or receipt vouchers. Medical practitioners and/or hospitals, social insurers and concerned authorities have to be authorized and instigated as necessary to provide the information requested and to allow the insurer to verify the cause and amount of the asserted claim;**
- 7.1.4. to ensure that claims for damages against third parties are made in the due form and within the agreed time limit and, if required, to assign them to the insurer up to the amount of the compensation paid;**
- 7.1.5. to immediately report any damages caused by criminal acts with a precise description of the circumstances and stating the extent of the loss to the police department responsible and to have the report certified;**
- 7.1.6. to hand over any evidence, such as the originals of police records, confirmations of tour guides, medical practitioner and hospital invoices, proofs of purchase, etc to the insurer.**
- 7.2. The above mentioned obligations and the obligations quoted in the respective cover sections are obligations as defined by the insurance contract act (VersVG). Exemption from the payment of benefit, if any obligations are infringed, will not apply, if the infringement is not based on intent or gross negligence.**
If the obligation is not infringed with the intent to influence the duty of the insurer to pay benefit or to impair the ascertainment of such circumstances that are recognizable as being significant for the duty of the insurer to pay benefit, the insurer remains obligated to pay benefit, if the infringement has had no influence on the loss nor on the extent of the benefit payment incumbent on the insurer.

- 8. –**
- 9. Loss of entitlement to insurance benefits**
The insurer does not have to pay benefits if as a result of the insurance case, the insured deliberately provides information that is untrue, in particular in the notification of loss, conceals important facts or falsifies evidence, even if the insurer does not suffer any disadvantage as a result of it.
- 10. When does the insurer pay the compensation amount?**
Cash benefits of the insurer are due upon completion of the enquiries required to determine the loss and extent of the benefits to be paid by the insurer. Independently of this, however, the due date take place, if the policy holder demands, after the expiration of two months from the request for a monetary benefit, a declaration by the insurer as to the reasons why the enquiries have not yet been able to be completed and the insurer does not comply with this demand within a month.
If these enquiries are not completed by the expiry of one month from notification of the loss, the policy holder can demand part payments as an allowance against the total claim to the minimum amount that the insurer will have to pay according to the facts and circumstances (extract from section 11 of the insurance contract act VersVG).
- 11. Data privacy**
Personal data of the insured person (also personal data regarding health) are collected and processed, if this is necessary for the performance of the insurance contract. Personal health data can also be forwarded to a medical consultant, as long as this is necessary for verifying the insurers obligation to provide indemnification, and as long as adequate usage of the data is secured. For the same means and under the same conditions, requests to other insurance companies can be sent and requests from other insurance companies can be answered. The insured person will give her/his approval when filling out and signing the respective claims form. Where applicable, data can also be forwarded a reinsurance company.
- 12. Withdrawal**
The policyholder can withdraw from the contract in writing within 14 days after receiving the insurance policy.
If the contract was concluded by way of distance selling, the right of withdrawal exists only for contracts with a duration of more than one month. The withdrawal period begins with the notification of the conclusion of the insurance contract (= sending of the policy or insurance certificate), but not before the policyholder has received the insurance certificate and the insurance conditions and this instruction on the right of withdrawal. The declaration of withdrawal must be addressed to:
AWP P&C S.A., Niederlassung für Österreich
Servicecenter
Hietzinger Kai 101-105
1130 Wien
Fax: +43 1 525 03 999
Email: service.at@allianz.com
In order to comply with the withdrawal period, it is sufficient that the declaration of withdrawal is sent before the expiry of the withdrawal period. The declaration is also effective if it comes within the power of the insurance representative. Any insurance cover already granted and future obligations arising from the insurance contract end with the withdrawal. If the Insurer has already granted cover, he is entitled to a premium corresponding to the period of cover. If the Insured has already paid premiums to the Insurer in excess of this premium, the Insurer must repay this excess without any deductions. The right of withdrawal expires at the latest one month after the policyholder has received the insurance certificate including this information about the right of withdrawal.
- 13. Complaints**
Our goal is to offer first-class services. It is also important to us to respond to your concerns. Should you ever be dissatisfied with our products or our service, you can contact us at any time: quality.at@allianz.com (internal complaints office according to §127e VAG).
You can also report insurance complaints to the following address: Complaints office about insurance companies in the Federal Ministry of Labour, Social Affairs, Health and Consumer Protection according to §33 VAG
Department III/3,
Stubenring 1, 1010 Vienna
43 1 71100 -862501 or -862504
Email: versicherungsbeschwerde@sozialministerium.at
- Cancellation Cover**
- 1. Insured costs**
Cancellation costs due under the insurance policy arising from the insured package in the event of cancellation at the time at which the insured event starts to occur (no cover for sponsored shares of the costs). Additional costs incurred as a result of cancellation at a later date will not be reimbursed.
- 2. Insured events**
In each case if this results in the inability to participate in the seminar:
- 2.1. Sudden serious illness (including a disease that has been declared an epidemic or a pandemic, such as Covid-19), breaking or loosening of implanted joints, vaccination intolerance or accidental injury of the insured person.**
- 2.2. Death of the insured person.**
- 2.3. Quarantine (according to the definition in pt. 6.1.11 of the "General Conditions").**
- 2.4. A deterioration of an existing organic complaint of the Insured equivalent to point 2.1.**
- 2.5. Pregnancy of the insured, if pregnancy has been ascertained and confirmed after the insurance has been taken out and seminar booked.**
- 2.6. Unexpected termination of employment by the employer.**
No insurance cover exists in the event of termination of employment or termination of an employment contract by mutual consent or cancellation of insurance on account of exceptional work-related situations.
- 2.7. Conscripted for military or alternative civilian service, or call-up of an NGO as a volunteer for emergency missions.**
- 2.8. If damage by the elements or theft causes serious impairment to the insured's property and therefore the insured's presence is essential**
- 2.9. Sudden serious illness (including a disease classified as an epidemic or pandemic, such as Covid-19, if it is classified as life-threatening for the person concerned and therefore requires intensive care hospitalisation), serious accidental injury or death of one of the following persons: spouse, domestic partner (identical certificate of registration for the past 3 months), parents (step-parents, parents-in-law, grandparents, foster parents, adoptive parents), children (stepchildren, children-in-law, grandchildren, foster children, adoptive children), siblings, brother-in-law, sister-in-law.**
- 3. Non-insured events**
In addition to the exclusions listed in the general conditions of insurance for all lines of insurance, no insurance exists for the following situations:
- 3.1. If the seminar is cancelled or delayed by the organizer or does not take place due to reasons caused by the organizer.;**
- 3.2. For planned or expected surgeries, postponed surgery dates or postponed medical interventions;**

- 3.3. If on account of a delay in recovery from treatment or a therapy the participation in the seminar is not possible;
- 3.4. In the event of a cure treatment being granted.
- 3.5. for events caused by gross negligence or intent

4. Behaviour in the event of a claim

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

- 4.1. After the start of an insured event caused for health reasons the place where the reservation was made (organiser of the seminar) and the insurer are to be notified in writing **within 48 hours** or two working days in order to allow the insurer to appoint a medical examiner to assess the claim.
 - 4.1.1. The insured person is obligated to comply immediately with the order for examination by a medical examiner.
 - 4.2. The following documents must be sent to the insurer:
 - proof of insurance (the policy);
 - the booking confirmation of the seminar organizer;
 - a fully completed claim form;
 - detailed medical documents including the previous medical history relating to the case of illness in question (e.g. the patient records, treatment records, diagnoses);
 - a sick note from a medical practitioner practising under the statutory health insurance scheme;
 - a mother-child medical card;
 - a death certificate, proof of relationship (e.g. marriage certificate, birth certificate);
 - a notice of termination of employment/conscription order, etc;

Curtailment of the seminar

1. Insured costs

- 1.1. The costs for the teaching-/ training units (parts of the seminar) that have not been used. Always related to seminars with a duration of more than 1 day. The day on which the insured event occurs is considered to be a used day of the seminar. The refundable costs are calculated on a pro rata basis - rounded to a full percentage - according to the ratio of the total teaching-/ training units to the teaching-/ training units consumed prior to the occurrence of the insured event.
- 1.2. Any reimbursements or alternative services given directly to the insured will be deducted from his claim to AWP as set out in point 1.1.

2. Insured events

In each case if this results in the inability to participate in the seminar: Events which are listed under point 2. for cancellation cover.

3. Events that are not insured

The exclusions listed in the "General Conditions" section as well as the exclusions for the cancellation protection category apply.

4. Behaviour in the event of a claim

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

- 4.1. After the start of an insured event the place where the reservation was made (organiser of the seminar) and the insurer are to be notified in writing **within 48 hours** or 2 working days allow the insurer to appoint an expert/specialist to assess the claim.
- 4.1. The following documentation is to be sent to the insurer:
 - Proof of insurance (policy);
 - Confirmation of reservation by organizer of the seminar;
 - Timetable or list of teaching-/ training units;
 - Confirmation of the organizer of the seminar regarding the curtailment of the seminar including details regarding the non refundable costs;
 - fulfilled claims notification;
 - Doctor's confirmation (including patient name, diagnosis and treatment data) of the doctor who ordered curtailment of the seminar in writing;
 - Death certificate;
 - Other official certificates;
 - Notification of sickness by a panel physician