

# General Conditions of Insurance

GCI - valid as of 01/04/2018

AWP P&C S.A., Branch Office for Austria, Pottendorfer Strasse 23-25, 1120 Vienna, Telephone: +43-1/525 03-7 – Fax: +43-1/525 03-999, Email: service.at@allianz.com – www.allianz-travel.at  
 Bank details: BA-CA account 0040-04545/00 – Sort code 12000 IBAN: AT40 1100 0004 0045 4500, SWIFT: BKAUATWW, Commercial Court of Vienna, Companies Register FN 100329 v, DVR no. 0465798, VAT ID ATU 15366609. Supervisory Authority: Autorité de contrôle prudentiel (ACP), 61, rue Tailbout, 75436 Paris Cedex 09

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.  
 Please inform yourself about the exact scope of coverage by studying the product description sheet for your chosen product, you received when purchasing your insurance policy.

## General Conditions for all Cover Sections

### I Insured events

The insured events quoted in the individual insurance cover sections are quoted completely. Any analogous extension to similar non-quoted events is excluded.

### II Agents and assistants

No agent is authorized to accept by way of verbal or written subsidiary agreements any insurance coverage that deviates from the quoted General and Supplementary Conditions of Insurance or to make a binding assessment of any facts or circumstances for the insurer.

#### 1. Insured persons

- 1.1. The persons designated in the policy, provided that they have had their place of residence in Austria, Switzerland, Liechtenstein 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 (resp. South Tyrol, in case a special tariff for South Tyrol is purchased in South Tyrol) is a precondition.

"Family": includes a maximum of 2 adults and 5 children up to the age of 21, regardless of the degree of relationship.

"Family" for the annual products: includes a maximum of 2 adults and 5 children up to the age of 21, regardless of the degree of relationship, living in the same household. For parents and their biological children, living in the same household is not a precondition.

Unborn children can not be registered as insured persons.

#### 2. Period of insurance

- 2.1. Cover section - cancellation

Insurance cover will begin upon conclusion of the insurance contract and will end upon commencement of travel. Insurance purchase and payment of the premium for insurance packages with cancellation cover must take place on the day of booking the travel or max. 3 workingdays after booking the travel. 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). In case the travel is booked less than 30 days prior to departure, the insurance policy must be purchased not later than 3 days after booking the travel.

- 2.2. In the other cover sections the insurance cover will come into force, only if the premium has been paid prior to departure, and will last from the time of start of travel known at the time of conclusion up to the time of end of travel, at the longest in accordance with the travel duration selected in compliance with the tariff. If the date of issue of the policy and start of insurance are identical, the insurance cover will commence at 0.00 hours of the following day.

#### 3. Scope of validity of the insurance

The agreed scope of validity, resp. outside of the place of residence or work.

Foreign travel health Insurance and Assistance Benefits guarantee coverage only abroad/out of the country of residence or work.

"Europe": Europe in the geographical sense, incl. the Mediterranean States, Madeira, Canary Islands and the Azores.

"worldwide without USA/Canada": all countries in the world without USA/Canada (and North Korea)

"worldwide" or "worldwide including USA/Canada": all countries in the world including USA/Canada (without North Korea)

No insurance cover is provided for North Korea.

#### 4. The sum insured

The sum insured of the respective cover section limits all benefits for insured events that occur during the insurance period. If the insurance cover is valid for more than one trip, the respective sum insured is the maximum cover for the total of all loss events within a cover section (cancellation, baggage, medical expenses, ...) during the insurance period (exception: annual cover). The maximum sum insured is mentioned in the respective product description. For the single tariff, the max. sum insured applies to the insured person; For the family tariff, the max. sum insured applies to the insured family. To purchase multiple policies for the same person/travel/travel duration, does not cause a multiplication of the insurance sum. (except: cancellation insurance).

#### 5. Claims against third parties

All insurance benefits are subsidiary, ie they will be provided only if compensation cannot be obtained as it is from other existing insurances (eg private or social insurance).

#### 6. Non-insured events

Besides the general exclusions from insurance coverage quoted below, additional special exclusions apply to the respective cover sections.

- 6.1. No insurance cover is provided for events that –
- 6.1.1. –
- 6.1.2. are associated directly or indirectly with civil unrest, acts of war or terror of any kind;
- 6.1.3. are caused by a strike;
- 6.1.4. are caused as a result of acts of violence that are associated with a public gathering or demonstration, if the insured person actively participates;
- 6.1.5. are triggered by the suicide or attempted suicide of the insured person;
- 6.1.6. are caused as a result of official orders;
- 6.1.7. are caused directly or indirectly through the influence of ionizing radiation as defined by the current amendment of the radiation protection act or through nuclear energy;
- 6.1.8. the insured person suffers as a result of an impairment due to alcohol, addictive drugs or medications or upon discontinuation of a prescribed therapy;
- 6.1.9. occur during motor sport competitions (performance trials and rallies) and the relevant training for those events;
- 6.1.10. have already occurred or were to be expected at the time of conclusion of the insurance or of booking the travel or starting the travel. This also applies to pre-contractual complaints;
- 6.1.11. occur as a consequence of epidemics and pandemics;
- 6.1.12. occur on trips that are undertaken despite travel warnings by the Federal Ministry for Foreign Affairs (Foreign Office) or are not interrupted immediately;
- 6.1.13. are attributable directly or indirectly to natural disasters, seismic phenomena or weather influences;
- 6.2. Loss of holiday enjoyment will not be compensated.
- 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. The 24-hour emergency call centre +43 1 525 03 245

The insured party can request assistance via the 24-hour emergency call centre upon the occurrence of an emergency situation within the framework of the general conditions. The 24-hour emergency call centre will decide on the choice and implementation of appropriate assistance measures. Without immediate notification of the 24-hour emergency call centre there is no right to benefit for the cover sections of trip interruption, extra return travel or foreign travel health and accident insurance.

#### 9. Loss of entitlement to insurance benefit

There is exemption from the payment of benefit by the insurer, if the insured person, occasioned by the insured event, in particular on the claim notification, intentionally makes false representations, conceals circumstances that are of importance for the claim or falsifies evidence, even if the insurer incurs no disadvantage as a result.

#### 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 duration of the contract is less than 6 months, no right of withdrawal exists.

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.

## Cancellation cover

### 1. Insured costs

- 1.1. The contractually owed cancellation costs from the insured travel package in the event of a cancellation at the time of the start of the occurrence of the insured event, provided that payment has taken place in cash. In the case of coupons, time-share credits and suchlike, disbursement of the insurance benefit will take place again in the form of a coupon or credit. Cash compensation is not possible. The additional costs of a later cancellation are not indemnified.
- 1.2. Booking fees:

- If flights are booked at net prices, the ticket service fee: €70 at the maximum (if the prices are over €700, 10% of the total price at the maximum), and the provider's booking fee.
- In the case of other bookings the booking fee charged to the customer: a maximum of €25/person or €50/trip at the maximum;

in each case, provided that the agreed fees and charges appear on the booking confirmation and have been taken into consideration in the amount of the insured sum.

Cancellation handling fees:

- max. € 25,-/person or max. € 50,-/trip, provided that the agreed fees appear on the booking confirmation and have been taken into consideration in the amount of the insured sum.

#### 1.3. Cancellation policy excess

Reimbursement of the deductible of the cancellation insurance included in your travel package. Take heed of the conditions of insurance included in your travel package. In the event of a claim you must first of all submit your claim to the insurance that is included in your package. Proof of the payment made for this must be sent to the insurer for the purpose of dealing with the excess.

### 2. Insured events

- 2.1. Sudden, unexpected serious illness, breaking or loosening of implanted joints, vaccination intolerance or accidental injury of the insured person if incapacity to travel results conclusively. Death of the insured person.
- 2.2. A worsening, equivalent to point 2.1., of an existing complaint of the insured person.
- 2.3. Pregnancy of the insured person, if the pregnancy has been ascertained and confirmed by a medical practitioner after purchase of the policy and booking of the trip.
- 2.4. Unexpected termination of employment by the employer.  
 No insurance cover is provided in the event of redundancy or mutually agreed termination of employment or cancellation of the trip due to exceptional vocational situations.
- 2.5. Conscription for military or alternative civilian service, or call-up of an NGO as a volunteer for emergency missions.
- 2.6. Filing of a petition for divorce (also mutual agreed divorce) or filing a petition for dissolution of a registered life partnership before the insured common journey. Dissolution of a domestic partnership (identical certificate of registration for the past 3 months) before the insured common journey via giving up the common residence.
- 2.7. If damage from a natural disaster or burglary seriously impairs the property of the insured person and his/her presence is therefore imperative.
- 2.8. Failure of a final examination or of the higher school certificate (GCE A-levels). In the tariff 'school trips', the non-passing of any school grade is also an insured event, if participation in a school trip booked for the following school year is not possible as a result of the non-passing.
- 2.9. Sudden serious illness, 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 or another person at risk who is quoted by name in the policy (1 person at risk per policy is possible. For group policies the following applies: no person at risk possible if more than 8 insured persons are mentioned in one policy). Domestic partners are treated the same as spouses. A deterioration in the

- complaints existent at the time of concluding the insurance of the persons quoted above, as well as care dependency, are not insured events.
- 2.10. An insured event also exists for up to 7 persons on a policy who have booked a trip together and are jointly insured with AWP P&C S.A., if one of the reasons in accordance with points 2.1. to 2.9. occurs for just one of those 7 persons.

### 3. Non-insured events

- In addition to the exclusions quoted in the GCI for all cover sections, no insurance cover is provided
- 3.1. if the travel company withdraws from the contract;
- 3.2. for events or illnesses caused by alcohol or drug abuse;
- 3.3. if an event or complaint has already occurred or was to be expected at the time of conclusion of the insurance/of booking the trip;
- 3.4. for scheduled operations or prospective operations, postponed operation appointments or medical interventions,
- 3.5. if the trip cannot be started due to the delaying of a healing process or therapy,
- 3.6. in the case of the authorization of a course of health care.
- 3.7. for insured events caused by gross negligence or intent

### 4. Behaviour in the event of a claim

- Besides the obligations of the GCI for all cover sections, the following applies, with exemption from payment of benefit by the insurer otherwise:
- 4.1. After the commencement of an insured event based on health causes, **the booking agency (eg the travel agent) and the insurer must be notified in writing within 48 hours or 2 business days** to enable the insurer to consult a medical examiner for the purpose of assessing the harm or injury.
- 4.2. The insured person is obligated to comply immediately with the order for examination by a medical examiner.
- 4.3. The following documents must be sent to the insurer:
- proof of insurance (the policy);
  - a fully completed claim form;
  - the booking confirmation of the tour operator;
  - a cancellation invoice and graduated cancellation overview of the tour operator;
  - detailed medical documents including the previous medical history relating to the case of illness in question (eg 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 (eg marriage certificate, birth certificate);
  - proof of domestic cohabitation by means of a certificate of registration;
  - a petition for divorce/notice of termination of employment/conscription order, etc;
  - school communication, examination certificate, higher school leaving certificate
- We recommend that you contact our telephone cancellation advisory service 'Convalescence check' on tel. no. 0043-1-525 03 6746

## Trip curtailment

### 1. Insured costs

- 1.1. The costs of booked, unused travel services (eg hotel, rental car, tours). The day of departure or the day of commencement of the insured event applies as being a used travel or rental day.
- 1.2. Any reimbursements or compensation payments made directly to the insured person will be deducted from his/her claims against AWP in accordance with point 1.1.
- 1.3. The cost of a booked return trip will not be compensated.

### 2. Insured events

- 2.1. Events that endanger the bodily safety of the insured person at the holiday resort, therefore making continuation of the trip unreasonable; also events in accordance with point 6.1.13. of the general conditions for all cover sections, if the bodily safety of the insured person is endangered.
- 2.2. Events that are quoted in cancellation cover in the points 2.1., 2.2., 2.7 and 2.9., and the trip is curtailed.
- 2.3. An insured event also exists for up to 7 persons on a policy who have booked a trip together and are jointly insured with AWP P&C S.A., if one of the reasons occurs for just one of those 7 persons.

### 3. Non-insured events

- The exclusions quoted in the GCI for all cover sections and for the cancellation section apply. Furthermore, there is no insurance coverage insured events caused intentionally or by gross negligence.

### 4. Behaviour in the event of a claim

- Besides the obligations of the GCI for all cover sections, the following applies, with exemption from the payment of benefit by the insurer otherwise:
- 4.1. Without immediate notification of the 24-hour emergency call centre there is no entitlement to benefit.
- 4.2. The following documents must be sent to the insurer:
- proof of insurance (the policy);
  - the booking confirmation of the tour operator;
  - confirmation of the lessor/tour guide as to the trip curtailment;
  - confirmation of the tour operator as to the non-reimbursable travel services;
  - a medical confirmation (with the patient's name, diagnosis and treatment dates) by the medical practitioner LOCALLY who prescribed in writing the curtailment of the trip as well as that of the medical practitioner who has taken over the further treatment in Austria;
  - a death certificate;
  - other official certificates;
  - a sick note from a medical practitioner practising under the statutory health insurance scheme

## Extra return travel

### 1. Insured costs

- The following are insured
- 1.1. the additional return travel costs in case of early or delayed return travel of the insured persons from abroad according to the type and quality of the booked and insured trip, provided that the return travel was included in the insured package.

### 2. Insured events

- 2.1. Events that endanger the bodily safety of the insured person at the holiday resort, therefore making continuation of the trip unreasonable. Also events in accordance with point 6.1.13. of the general conditions for all cover sections, if the bodily safety of the insured person is endangered.
- 2.2. Events that are quoted in the cancellation cover section in the points 2.1., 2.2., 2.7 and 2.9.
- 2.3. An insured event also exists for up to 7 persons on a policy who have booked a trip together and are jointly insured with AWP P&C S.A., if one of the reasons occurs for just one of those 7 persons.

### 3. Non-insured events

- The exclusions quoted in the GCI for all cover sections and those quoted for the cancellation section apply. Furthermore, there is no insurance coverage for insured events caused intentionally or by gross negligence.

### 4. Behaviour in the event of a claim

- Besides the obligations of the GCI for all cover sections, the following applies, with exemption from payment of benefit by the insurer otherwise:
- 4.1. There is no entitlement to benefit without immediate notification of the 24-hour emergency call centre.
- 4.2. The following documents must be sent to the insurer:
- proof of insurance (the policy);
  - the booking confirmation of the tour operator;
  - a medical confirmation (with the patient's name, diagnosis and treatment dates) by the medical practitioner LOCALLY who prescribed in writing the return travel as well as that

- of the medical practitioner who has taken over the further treatment in Austria;
- a death certificate;
- other official certificates;
- a sick note from a medical practitioner practising under the statutory health insurance scheme;
- the original extra return travel tickets, boarding passes, etc

## Foreign travel health and accident insurance (while travelling)

### 1. Insured events

- 1.1. The following are insured in accordance with the insured sum of the booked insurance package
- unforeseen acute illness abroad
  - unforeseen and acute worsening of an existing disease abroad
- 1.2. If there is no valid social insurance in Austria or if recourse fails on account of documents to be provided by the insured person, a 20% excess will be deducted from the reimbursement amount for healing costs or will be claimed back in the case of advance payment of benefit.

### 2. What applies as being an accident?

- Applicable as an accident in the terms of the contract is an event independent of the will of the insured person that mechanically acts externally on his/her body and has the result of bodily harm or the death of the insured person.
- The following also apply as being accidents -
- 2.1. Pulled muscles, muscle tears and tendon ruptures;
- 2.2. Poisoning or chemical burns, ingestion or inhalation of toxic or corrosive substances, liquids or gases;
- 2.3. Drowning.

### 3. Insured costs/benefits to be provided

- 3.1. The necessary costs for a medical practitioner, ambulance transport, hospitalization and medication.
- 3.1.1. Costs for the transportation of necessary medication prescribed by a doctor abroad from Austria to the destination country abroad, if these medication or an equivalent is not available at the destination abroad.
- 3.2. The cost of a single medically necessary ambulance transport for in-patient or out-patient treatment to the nearest hospital abroad and back to the accommodation.
- 3.3. Recovery, search and rescue costs.
- 3.4. Emergency transport/transport home
- 3.4.1. Transport home, if medically necessary (incl. air ambulance, if required)
- If the medical care locally is not sufficient and, with the agreement of the locally attending medical practitioner and the medical manager of AGA, the insured person is transportable, AWP will take over the organization and implementation of the transport home.
- 3.4.2. Transport home without medical necessity (excludes air ambulance)
- At the request of the insured person or insurer, in the case of hospitalization of more than 3 days the insured person will be transported home, if the transport can take place without air ambulance, provided that the fitness to travel is confirmed by a medical practitioner.
- 3.4.3. The transport home will take place to the country of permanent residence. The tangible arrangements for the return transport will be selected by the insurer according to medical necessity.
- 3.4.4. No entitlement to emergency transport or repatriation exists, if the insured person receives compensation for the costs of the emergency transport from a third party or organizes the transport himself/herself. Nevertheless, if transport does take place, the insured person assigns to AWP all claims against other insurers.
- 3.5. Additional costs of the outward travel of a family member
- In the event of a hospital stay that lasts longer than 5 days, at the option of the insured person AWP will assume the outward and return travel costs (excluding the accommodation costs) of a person who is close to the insured person to the place of hospitalization, or the accommodation costs or rebooking costs (according to the type and quality of the booked and insured trip) of accompanying insured persons in the event of a delayed return trip of up to one week.
- 3.6. Onward journey
- In case the insured has to interrupt a booked round travel due to a necessary hospitalisation, AWP will take the costs for a public transport ticket to get the insured to the to the current stop of the roundtrip in order to enable the insured to continue the round trip.
- 3.7. Repatriation of the body in case the insured dies during the journey, or optional the costs for a funeral at the place of death abroad, including the additional travel costs for relatives to get to the place of funeral abroad.

### 4. Disablement and death (caused by an accident)

- 4.a. Disablement
- In the case of disablement, the compensation calculated in accordance with the following principles will be paid, if permanent damage to health is still present one year after the accident. A treatment/therapy to minimize the consequences of the accident of minimum 6 months constantly is a precondition
- The compensation is calculated according to the degree of disablement and the agreed sum insured. The total insurance benefit for multiple bodily parts or organs is limited to the sum insured.
- 4.a.1. Degrees of disablement in the event of complete loss or complete loss of use
- |  |      |
|--|------|
| - An arm from the shoulder joint down  | 70%  |
| - An arm up to above the elbow joint   | 65%  |
| - An arm below the elbow joint or a hand   | 60%  |
| - A thumb  | 20%  |
| - An index finger  | 10%  |
| - Other fingers  | 5%   |
| - A leg up to above the middle of the thigh  | 70%  |
| - A leg up to the middle of the thigh  | 60%  |
| - A leg up to the middle of the lower leg or a foot                                    | 50%  |
| - A big toe  | 5%   |
| - Any other toe  | 2%   |
| - Loss of vision in one eye  | 30%  |
| - Loss of vision in both eyes  | 100% |
| - If the sight in the other eye was already lost prior to onset of the insured event   | 60%  |
| - Loss of hearing in one ear   | 15%  |
| - Loss of hearing in both ears   | 60%  |
| - If the hearing in the other ear was already lost prior to onset of the insured event | 30%  |
| - Loss of the sense of taste   | 5%   |
| - Loss of the sense of smell   | 5%   |
- Indemnification is paid for a level of permanent disability of min. 1% or min. 50%, according to the chosen product.
- 4.a.2. In the case of partial loss or partial non-usability a correspondingly lower degree of disablement will be assumed.
- 4.a.3. For cases not quoted above, determination of the degree of disablement will be based on the above percentages.
- 4.a.4. An exacerbation of the consequences of an accident as a result of bodily defects in existence prior to conclusion of the insurance does not provide entitlement to a higher disablement benefit. If any illnesses or infirmities that already existed prior to the accident have influenced the consequences of the accident, the benefit has to be reduced by the proportion of the illness or infirmity.
- 4.b. Death
- 4.b.1. If the insured person dies on the occasion of one of the accidents quoted above or if consequences within five years of the accident, the insurer will indemnify the agreed insured sum payable in case of death. Disbursement to the rightful heirs of the sum insured in case of death shall take place upon submission of an entitlement to receive (certificate of inheritance), if a written direction of the insured person stating otherwise is

- missing. Payments that have been made for permanent disablement arising from the same event will be deducted from the death benefit.
- 4.b.2. If death due to the accident occurs within one year of the accident, there is no entitlement to disablement benefit.
- 4.b.3. If the insured person dies from a cause that is unrelated to the accident and there was already an entitlement to disablement benefit, the degree of disablement to be expected on the basis of the medical diagnoses last ascertained will be paid.

## 5. When does the insurer pay the insurance benefit on the grounds of permanent disablement?

As soon as the insurer has received the documents that have to be provided as proof of the course of events of the accident and of the consequences of the accident, and on the completion of the healing process necessary for assessment of the disablement, the insurer is obligated to declare within three months whether and to what extent the insured person is entitled to a claim.

## 6. Period of insurance

If the insured person is incapable of being transported home due to the consequences of the accident or due to illness, the duty to pay benefit will end two months after occurrence of the insured event.

## 7. How is the benefit of the insurer calculated, if the healing/treatment costs are also insured elsewhere?

If there are several insurances for medical costs with licensed companies, they will be remunerated only once in total.

## 8. Non-insured events (exclusions)

Besides the exclusions quoted for all cover sections in the GCI, no insurance cover is provided for -

- 8.1. medical treatment or other medically ordered measures that are the reason for the trip or whose necessity was known prior to conclusion of the insurance or prior to the start of the trip or had to be expected;
- 8.2. the utilization of localized curative resources (eg courses of health care);
- 8.3. slimming or beauty courses;
- 8.4. events as a consequence of states of fatigue or exhaustion;
- 8.5. pregnancies, childbirth after the 36th week of pregnancy, pregnancy terminations or treatments as a consequence of contraceptive measures;
- 8.6. preserving or prosthetic dental treatments or treatments that do not serve the purpose of primary care for immediate pain relief;
- 8.7. the provision of medical aids (eg spectacles, prostheses, etc);
- 8.8. vaccinations, medical expertises and certificates;
- 8.9. events that occur while exercising a vocational manual activity or in military service;
- 8.10. check-ups, post-treatments and therapies;
- 8.11. additional costs for a special class of treatment or special services (eg telephone, TV, etc) in hospital;
- 8.12. telephone and taxi expenses of the insured person or of accompanying persons (except for ambulance transport in accordance with point 3.2);
- 8.13. additional hotel costs or expenses of accompanying persons (except for point 3.5.);
- 8.14. quarantine costs;
- 8.15. medical treatment and return transport by ambulance in connection with alcohol or drug abuse;
- 8.16. damage to health caused by flying in any kind of aircraft, unless the insured person uses as a passenger a motor or jet-engine aircraft passenger authorized for civil air transport;
- 8.17. extreme sports, skydiving or the like; extreme mountain tours without a qualified mountain guide, tours above 6,000 m and tours that have not been booked as package tours, expeditions (travels to unexplored territories), sports activities in whitewater; Extreme sports, that are booked via a tour operator in Austria, Germany or Switzerland, are included in cover for foreign travel health insurance.
- 8.18. the driving of motor vehicles, if the insured person does not possess the prescribed driving licence;
- 8.19. diving without a certificate of competence for the corresponding depth;
- 8.20. death or disablement that does not occur until five years after the accident event
- 8.21. intentionally caused accidents as well as insured events relating to the foreign travel health insurance that are caused intentionally or through gross negligence.

## 9. Behaviour in the event of a claim

Besides the obligations of the GCI for all cover sections, the following applies, with exemption from payment of benefit by the insurer otherwise:

- 9.1. The insured is obligated in any case that provides the expected entitlement to insurance benefits to call in medical assistance as soon as possible and to comply with the directives of the medical practitioner.
- 9.2. Immediate notification of the 24-hour emergency call centre in the event of any necessary in-patient stays or illnesses that require repeated out-patient treatment. If notification does not take place or costs of €300 are exceeded, the insurer reserves the right to make a deduction—depending on the amount of the costs asserted.
- 9.3. Deaths, even if the accident has already been reported, have to be reported in good time so that a post-mortem examination can be arranged prior to the funeral.
- 9.4. The insured person is obligated to comply immediately with a request for examination by a medical examiner.
- 9.5. Bills of medical practitioners and bills for medicines must be submitted to the social insurance first (compulsory health insurance or private health insurance)
- 9.6. The following documents must be sent to the insurer:
  - proof of insurance (policy),
  - the booking confirmation of the tour operator,
  - a medical report (with the patient's name, diagnosis, treatment dates, duration and degree of incapacity for work or disablement);
  - the medical practitioner's or hospital bill with the patient's name, date of birth, diagnosis and treatment dates, as well as the proof of settlement of the compulsory health insurance or the private health insurance)
  - medical diagnoses on which the necessity for patient transport is confirmed;
  - written confirmation of the doctor abroad about the non availability of a necessary medication
  - other invoices or original vouchers for which reimbursement is requested;
  - declaration of transfer: <https://www.allianz-travel.at/service-und-kontakt/schadensmeldung/>
  - a death certificate

## Baggage insurance

### 1. Insured events

The personal travel requisites taken along at the start of the trip and declared in accordance with the entry regulations or agreed on the journey, subject to the following provisions, in the event of

- theft or robbery, if a police report has been filed within 48 hours with the police agency responsible;
- damage with proven culpable outside influence by a third party;
- loss during transport within the sphere of responsibility of a third party, if confirmation by the perpetrator is in hand;
- delayed delivery at the holiday resort by a public transport company commissioned with the transport.

### 2. Definition of valuables

Valuables are in particular:

- 2.1. Objects embellished with or consisting of precious metals, precious stones or pearls.
- 2.2. Watches, jewellery, furs and leather goods.
- 2.3. Electrical, electronic or optical devices (including mobile phones) complete with accessories, in particular photographic, film, video and sound equipment, computers of all kinds.

### 3. Insured costs / benefits

Subject to the proviso of point 6

- in the event of complete loss or complete destruction of the time value (see point 4), however, at the maximum the purchase price at that time;

- in the event of damaged items, the repair costs, provided that these do not exceed the time value less the residual value.
- If repair is not feasible, at the maximum the costs of procurement at that time, less the residual value. In this case, the damaged goods become property of the insurer.
- in the event of delayed baggage delivery at the holiday resort of more than 12 hours, the costs of essential new purchases (see point 6.7.).
- in case the mobile phone is stolen or robbed, AWP informs the insured about the telephone number of the Austrian provider to enable the insured to block his mobile phone.

## 4. Time value

The time value is equivalent to the purchase price of the objects insured, less a reduction in value as a consequence of age and use.

- 4.1. The time value is calculated as follows:
  - 4.1.1. With written proof of the value and ownership
    - 0-½ year = 100%
    - ½-1 year = 80%
    - each further commenced year: less 10%
  - 4.1.2. Without written proof of value or ownership
    - 0-½ year: 80%
    - ½-1 year: 70%
    - each further commenced year: less 10%
- 4.2. In the case of electronic devices an increased loss of value is assumed depending on technological progress.
- 4.3. Cosmetics, perfumes, medications, consumer goods - the time value calculation less 50%.

## 5. Insured events subject to specific prerequisites

- 5.1. Valuables in accordance with point 2 are insured only if they
  - are carried and kept in some form of secure personal custody (in physical or visual contact) so that their removal by third parties is not possible without overcoming some resistance;
  - are provably handed over for storage to an accommodation establishment or a guarded cloakroom (eg a storage receipt) or
  - are stored in a locked room that is not accessible to everybody, using all available security devices (safe, safe-deposit boxes). Bags of all kinds, beauty and attaché cases, jewellery boxes, suitcases and similar containers do not apply as being secure storage.
 In any case the type of storage must be appropriate to the value of the goods (eg a safe). If the valuable item cannot be stored securely, no insurance coverage exists.
- 5.2. Valuables in accordance with point 2 are not insured while being transported within the sphere of responsibility of a third party and in the event of theft from motor vehicles.
- 5.3. Sports equipment and transport means of all kinds are insured only during transportation by a public transport enterprise. Please take heed of the exclusions in accordance with point 7.3.
- 5.4. Thefts from motor vehicles or boats are insured only if they have provably taken place during the time period between 6.00 am and 9.00 pm. The exception is theft from a motor vehicle in a guarded garage. A further prerequisite is that the baggage is in a firmly enclosed, locked car boot. If no car boot is available, the safekeeping must take place so that it is not visible from the outside.
- 5.5. Thefts from caravans located outside of a campsite are not insured.

## 6. Limited insurance benefits

- 6.1. Replacement costs for official documents and cheques up to a maximum of 10% of the sum insured.
- 6.2. Visual aids (spectacles and contact lenses) and other prosthetic aids (eg wheelchairs, hearing aids, etc) up to a maximum of 20% of the sum insured.
- 6.3. Breakage damage (except for suitcases) up to a maximum of 10% of the sum insured.
- 6.4. Mobile phones: the amount actually paid for the phone amount - €50 at the maximum
- 6.5. For the entirety of the insured valuables in accordance with point 2 to 50% of the sum insured.
- 6.6. In the event of theft from a motor vehicle for the entirety of the insured objects to 50% of the sum insured.
- 6.7. Delayed baggage delivery at the holiday resort of more than 12 hours for essential new purchases or hire charges to 20% of the sum insured. No benefit will be paid for delayed baggage delivery at the home airport. Costs incurred for extra delivery or collection of the delayed baggage item cannot be assumed.
- 6.8. If the baggage is finally declared as being lost, any already previously paid compensation for new purchases at the holiday resort will be deducted from the insurance benefit. The costs incurred for taxi and telephone expenses are not insured.

## 7. Non-insured events/items

In addition to the exclusions quoted for all cover sections in the GCI, no insurance cover is provided for:

- 7.1. cash, bank notes, credit cards, keys, travel tickets, stamp or coin collections, deeds and documents of value, precious metals, loose gemstones, merchandise or objects with a primarily artistic and collector's value, tools and devices used for the purpose of practising a profession or objects, musical instruments, motorcar accessories, motorcar tools and spare parts, medical equipment, weapons, EDP software, mobile phone prepaid cards or bonus agreements or airtime, disabling charges or re-registration costs in the event of the loss of a mobile phone.
- 7.2. objects on or in unlocked motor vehicles, boats as well as motorcycle and bicycle bags or cases and their contents, if these bags/cases are left on the motor vehicle.
- 7.3. cars, mobile homes, caravans, motor boats, sailing boats, sports goods and sports equipment as of a total value of €500 (exception: golf travel insurance packages), motorcycles, aircraft, hang gliders and paragliders, flying dragons and the respective accessories or spare parts and special equipment.
- 7.4. damage that is due to intent or negligence.
- 7.5. There is negligence in any case, if a theft has been made possible through a lack of bodily and/or visual contact.
- 7.6. damage due to insufficient or deficient packaging or safekeeping.
- 7.7. damage that is attributable to leaving behind, mislaying, losing or dropping.
- 7.8. wear damage and damage caused by goods going bad, leaking liquids or weathering.
- 7.9. damage caused directly or indirectly by war, civil unrest, looting, official orders or strikes.
- 7.10. any damage covered by another insurance policy.
- 7.11. consequential damages as a result of the event (eg blocking charges for means of payment or mobile phones).

## 8. Behaviour in the event of a claim

Besides the obligations of the GCI for all cover sections, the following applies, with exemption from the payment of benefit by the insurer otherwise:

- 8.1. Damage that occurs while in the custody of a transport company or accommodation establishment must be reported to these immediately and a certificate with reference to this must be requested.
- 8.2. In the case of damage that is not immediately externally recognizable, the carrier must be requested immediately upon discovery of the damage to inspect and certify it. The respective complaint or claim time limits of the companies must be complied with.
- 8.3. The following documents must be sent to the insurer:
  - proof of insurance (the policy);
  - the booking confirmation of the tour operator,
  - a fully completed claim form for baggage with a list of the baggage contents, stating the age, brand, purchase price (proof of value or original invoices, where available);
  - the original police report (incl. a list of the stolen/robbed items) of the police agency responsible in the event of robbery or theft;
  - the original damage report of the airline or carrier or hotel (the final loss confirmation of the airline or carrier is issued no later than 90 days after the loss-causing event), if there is damage or delayed baggage delivery;
  - the original invoices or original receipt vouchers for replacement purchases;
  - the original air ticket or boarding pass.

## Travel personal liability insurance

## 1. Insured events

An insured event exists, if during his/her trip the insured person causes damage to third-party property or personal injury and is liable for damages, namely

- 1.1. arising from the dangers of everyday life, with the exception of the danger of a business, professional or commercial activity;
- 1.2. arising from the keeping and use of bicycles;
- 1.3. arising from the practising of non-professional sport (with the exception of hunting and extreme sports);
- 1.4. arising from the occasional use, but not the keeping, of electrically powered boats and sailing boats;
- 1.5. arising from the keeping and use of other—non-motorized—watercraft;
- 1.6. while using residential premises and other premises rented for private purposes.

## 2. Personal injury and damage to property

- 2.1. The killing, bodily injury or other harm to the health of people.
- 2.2. The damaging or destruction of physical objects.

## 3. Insured costs/benefits

- 3.1. The satisfaction of indemnification liabilities that have accrued to the insured person on the basis of statutory liability regulations with content based on civil law on the grounds of personal injury or damage to property that is attributable to an insured event.
- 3.2. The costs of ascertaining and defending an indemnification liability alleged by a third party.
- 3.3. Compensation per claim/event is limited with the max. sum insured, even if several insured persons are liable.

## 4. What damage is only insured subject to specific prerequisites?

There is an entitlement to the compensation of justified claims for damages when abroad only if the claimant is able to execute enforcement against the assets of the insured person.

## 5. Non-insured events

Besides the exclusions quoted in the GCI for all cover sections, no insurance cover is provided if the determination and settlement of damage or the fulfilment of any other duties of AWP are prevented by the authority of the state, third parties or the insured person;

- 5.2. -
- 5.3. for indemnification liabilities arising from damage that the insured person or the persons acting on his/her behalf cause through the keeping or use of aircraft or aircraft equipment and motor vehicles of all kinds;
- 5.4. for damages that the insured person inflicts on himself/herself or his/her relatives (spouse, domestic partner), 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, uncle, aunt, a person quoted by name in the policy or an insured person of the same insurance contract;
- 5.5. for damages that the insured person causes in a sports competition;
- 5.6. for damages due to wear, tear and the imposition of an excessive load;
- 5.7. for damage to property that the insured person has borrowed, rented, leased or taken into his/her custody;
- 5.8. for damage due to pollution or disturbance of the environment;
- 5.9. for damage to property that arises during or as a consequence of its use, transportation, processing or other activities on or with it;
- 5.10. in the event of the transmission of an illness by the insured person.
- 5.11. for intentionally caused losses.

## 6. Behaviour in the event of a claim

Besides the obligations of the GCI for all cover sections, with exemption from the payment of benefit by the insurer otherwise, the insured person is obligated -

- 6.1. to authorize the lawyer appointed by the insurer (defence counsel, legal adviser) to provide it with all necessary information and to leave the conduct of the case to the lawyer;
- 6.2. to authorize the insurer, within the framework of its duty to pay benefit, to submit all declarations that appear to it to be expedient;
- 6.3. If it is not possible for the insured person to obtain the directives of the insurer in good time, the insured person must of its own accord take all the procedural actions required within the prescribed time limit.
- 6.4. The insured is not entitled to accept a claim in whole or in part without the consent of the insurer.

## Delay cover

### 1. Insured events

- 1a. The non-culpable failure of the flight/departure within the scope of the booked travel package
  - due to the proven delay of the public feeder service (eg rail, taxi, feeder flight), provided that the minimum connecting time was scheduled when selecting the feeder service,
  - in the event of private travel to the airport/port due to an accident with one's private car.
- 1b. The provable delay of the booked arrival at the home airport/railway station, if due to this the return trip from the base airport/railway station to the place of residence in compliance with the original plan is not possible or reasonable without an overnight stay.

### 2. Non-insured events

Besides the exclusions quoted in the GCI for all cover sections, no insurance cover is provided

- if an event is attributable to weather-related events,
- in the event of traffic congestion (eg a traffic jam),
- if an event has been caused through gross negligence or intentionally.

### 3. Insured costs

Indemnified in the case of an insured event in accordance with point 1a. are the costs for the delayed direct outward trip to the holiday resort or for the direct trip home in accordance with the type and quality of the booked and insured trip, at the utmost being the fictitious airfare in economy class for the direct outward trip to the holiday resort or trip home. Indemnified in the case of an insured event in accordance with point 1b. are the costs for a required taxi ride (50 km at the maximum) due to the non-availability of a public means of transport or the additional costs for a required overnight stay at the base Airport including meals

(€100	at	the	maximum	per	person).
-------	----	-----	---------	-----	----------

### 4. Behaviour in the event of a claim

Besides the obligations of the GCI for all cover sections, the following applies, with exemption from payment of benefit by the insurer otherwise: The following documents must be sent to the insurer

- proof of insurance (the policy);
- the booking confirmation of the tour operator;
- a confirmation by the airline or carrier as to the delay, including a description of the causes;
- the original air ticket or boarding pass, rail ticket;
- the non-used outward air ticket or rail tickets;
- the newly purchased outward air ticket or boarding pass;
- a police report in the event of an accident or an accident report;
- the original invoice for a replacement trip home, accommodation and meal costs

## Assistance benefits

### 1. Subject-matter of the assistance benefit

Subject to the proviso that the insured person or an agent appointed by him/her notifies the 24-hour emergency call centre upon occurrence of the insured event (personally, by phone, fax or email), in the following emergencies that befall the insured person during the trip the insurer will provide the assistance benefits quoted below:

- 1.1. Illness/accident
  - 1.1.1. Out-patient treatment  
The 24-hour emergency call centre will provide information on request about the possibility of out-patient medical care, but does not itself make contact with the medical practitioner.
  - 1.1.2. Hospitalization  
If the insured person becomes ill or suffers an accident and is therefore treated as an in-patient in a hospital,

- the 24-hour emergency call centre makes contact, via a medical practitioner appointed by it, contact with the insured person's general practitioner and the medical practitioners providing the treatment locally,
- makes provision via the appointed medical practitioner during the hospitalization for an exchange of information between the medical practitioners involved;
- the 24-hour emergency call centre informs the relatives at the request of the insured person.

### 1.2. Loss of travel funds

In the event of the loss of travel funds, the 24-hour emergency call centre will establish contact with the principal bank. If required, the 24-hour emergency call centre can help with the transfer to the insured person of an amount provided by the principal bank.

### 1.3. Loss of travel documents

If travel documents are lost, the 24-hour emergency call centre can be of help with the procurement of replacement documents.

### 1.4. Criminal prosecutions

If the insured person is arrested or threatened with arrest, the 24-hour emergency call centre can assist with the obtaining of a lawyer and an interpreter and with the standing of possible bail.

## Own home insurance

### 1. The 24-hour emergency call centre

The 24-hour emergency call centre must be notified immediately in any case in order to be able to claim home assistance. The 24-hour emergency call centre will subsequently instigate all necessary measures, in particular the making of contact with the requisite tradesmen, key services and other public or private service providers.

An emergency situation exists

- if there is sustained impairment of the quality of life of the insured person or
- if measures are immediately necessary to avert serious damage.

### 2. Insured persons

Insurance cover exists for the insured person and for the persons co-habiting with him/her in a joint household.

### 3. Scope of validity of the insurance

The insurance cover applies to main and second residences within Austria that are used by the policy holder.

### 4. When does the insurance apply?

An entitlement to home assistance insurance benefits exists during the period of the insurance contract.

### 5. Insured benefits

- 5.1. Tradesmen service  
If any emergency situations occur, the 24-hour emergency call centre will organize for the insured dwelling the following tradesmen and will assume the costs (travel costs and work time) up to the maximum agreed sum insured per insured event:
  - A heating and plumbing installation specialist in the event of damage or defects to gas, water and heating facilities;
  - An electrician in the event of damage or defects to electrical wiring;
  - A drying service;
  - A locksmith, joiner and relevant specialized companies in the event of damage or defects to entrance doors and windows;
  - A roofer, carpenter and plumber for roof repairs to the insured person's own home and outbuildings;
  - A glazier, if any external glazing is broken;
  - Pipe cleaning companies, if there are any blockages in the piping system.
- 5.2. Hiring of a space heater  
If the heating system of the insured dwelling fails due to a defect or a fault during the heating season, the 24-hour emergency call centre will organize the hiring of a space heater for the duration of the heating outage and will assume the costs up to the maximum agreed sum insured per insured event.
- 5.3. Key service  
In the event of being locked out of the insured dwelling, or the loss or theft of the keys to the insured dwelling, the 24-hour emergency call centre will organize the unlocking and replacement of any lost or stolen keys and will assume the cost of these up to the maximum agreed sum insured per insured event.
- 5.4. Removal services and emergency storage  
If the insured dwelling is unusable due to a loss event and the furniture has to be taken away and stored temporarily, the 24-hour emergency call centre will name suitable companies (forwarders) and will assume the costs up to the maximum agreed sum insured per insured event.

### 6. Liability

The insurer is not liable for mediated and/or commissioned assistance/service providers.

### 7. Non-insured events

Besides the exclusions quoted in the GCI for all cover sections, the following damage and circumstances are either not insured or limit the duty of the insurer to pay benefit:

- 7.1. Services or benefits that are associated directly or indirectly with orderly servicing and maintenance.
- 7.2. No entitlement to benefit exists, if the insurer has not given its consent for provision of the benefit or the remedying of the damage takes place through self-organization and being dealt with by the insured person.
- 7.3. Damage will not be compensated, if compensation for it can be obtained from another insurance contract.
- 7.4. If the insured person has caused the damage through gross negligence or intentionally.

### 8. Behaviour in the event of a claim

The rules of conduct quoted in the GCI for all cover sections apply.

## Motor vehicle mobility cover within Europe

### 1. The 24-hour emergency call centre

Via the 24-hour emergency call centre the insured person can request, within the framework of the following conditions, assistance in the event of an accident, breakdown or vehicle theft. Notification of the 24-hour emergency call centre is required in any case in order to be able to have recourse to the benefit.

The 24-hour emergency call centre will instigate all necessary measures, in particular the requisite contacts with breakdown organizations, workshops, hotels and public and private transport companies, and will decide on the choice and implementation of appropriate assistance measures.

### 2. Insured vehicles

The insurance cover extends to passenger cars, motorcycles, motorhomes and people carriers with up to nine seats that are not used for commercial purposes, respectively bicycles within the scope of the bicycle assistance. No insurance cover exists for hire cars.

### 3. Insured persons

The insured person and the persons who are in the insured vehicle at the time of the breakdown or accident are insured.

### 4. Scope of validity of the insurance

Insurance cover applies to events on trips made by the insured person that take place within Europe in the geographical sense, more than 50 km from the place of residence of the insured person or if the border is crossed or at least one overnight stay is booked. In the scope of the motor car mobility cover, breakdown assistance in Austria applies regardless of the distance from the place of residence.

### 5. Insured benefits

- 5.1. Local breakdown assistance or towing

If the vehicle is no longer roadworthy as a consequence of a breakdown or accident, the 24-hour emergency call centre will organize and pay for the following benefits:

- assistance locally or for towing (including recovery) to the nearest suitable garage.
- necessary spare parts
- costs for storing the vehicle in the garage
- costs for scrapping
- remote door unlock

5.2. Motor vehicle repatriation/travel home

If the vehicle cannot be repaired within 24 hours of a breakdown or accident (within five days abroad by virtue of an expertise) in a workshop close to the damage location, the insurer will organize and pay for the following benefits up to the sum insured:

- the provable costs of repatriation of the vehicle occupants to the place of residence of the insured person, however, at the utmost the cost of repatriation by public transport. If the rail journey exceeds a duration of six hours, at the option of the insurer there is entitlement to substitution by a first-class train ticket or an economy class flight;
- within the country of residence the travel expenses of one person will be assumed for the purpose of collecting the repaired vehicle again;
- the costs of the return transport of the unroadworthy or retrieved motor vehicle back to the place of residence of the insured person;
- in the event of return transportation from abroad, the assumption of the transport costs will take place within the quoted limits only if there is no total loss, otherwise the customs costs will be assumed;
- for the home or onward journey: A hire car cost allowance for a maximum of 3 days and taxi fares, each in accordance with the insured package;
- hotel accommodation—if the vehicle cannot be repaired on the same day, the insurer will organize a maximum of 2 overnight stays in a hotel and will pay the costs in accordance with the selected insurance package.

5.3. Bicycle Assistance

If the bicycle is no longer roadworthy as a consequence of a breakdown or accident, the 24-hour emergency call centre will organize and pay for the following benefits:

- public transport ticket to continue the journey.

6. Non-insured events

Besides the exclusions quoted in the GCI for all cover sections, no insurance cover is provided, if

- damage is incurred as a consequence of deficient maintenance of the vehicle or any defects to the vehicle that led to the occurrence of the damage already existed and/or were recognizable at the time of commencing the trip;
- the remedying of the damage is dealt with by the insured person himself/herself.
- the damage has been caused through gross negligence or intentionally.

7. Behaviour in the event of a claim

The rules of conduct quoted in the GCI for all cover sections apply.