



Cancellation insurance OEAD – student housing

Object of the insurance

1. The insurer shall bear the cancellation costs for accommodation brokered by oead – student housing / the cancellation costs contractually owed to the travel operator, insofar as the travel expenses are taken into account in the value applied for and the trip specified in the policy in the booking form cannot be undertaken for one of the following reasons that was not foreseeable when the application for cancellation insurance was submitted or when the booking was made:

- a) sudden severe illness (the insurance also covers officially required COVID quarantine for the insured person in his/her home country), a serious accident or the death of the insured person or family members such as children, spouses, parents or parents-in-law, as well as fiancé/fiancées or life partners sharing a household.
- b) life-threatening illness, a life-threatening accident or the death of relatives of the group of persons referred to in a), provided that the presence of one of the insured persons is absolutely necessary and the danger to life is certified by a doctor;
- c) the cancellation of the trip due to prohibitions on leaving or entering the country or existing travel warnings issued by the competent authority of the respective home country (e.g. the Foreign Office in Germany) on the date of arrival (except for warnings for unnecessary tourist trips);

Exclusions from the insurance cover

The insurance explicitly does not cover cancellation due to:

- a) an illness already existing when the insurance begins or whose symptoms are already apparent at that time;
- b) pregnancy or pregnancy-related problems;
- c) consequences of an accident if the accident occurred before the beginning of the insurance and those consequences were apparent at that time;
- d) professional reasons

The following are not the subject the insurance (clarifications):

1. If the accommodation or trip can be cancelled free of charge and that possibility is not taken advantage of (e.g. if the time limit is exceeded).
2. Costs for terminations (moving out or relocation, as well as returning home early after the first occupancy) and deposits (including parts thereof).
3. Postponements of arrival (unless one of the reasons referred to in section 1, a) to c) pertains.
4. Quarantine regulations in Austria (if it is possible to enter the country but quarantine is required in Austria).

Insured amount – deductible – recourse

The insured amount is always deemed to be the full price for the cancellation costs / the travel arrangement, insofar as the travel expenses are taken into account in the applied for value. The compensation is limited by the insured amount. Any claims arising from the insured event against third parties must be assigned to the insurer up to the amount of the performance rendered or to be rendered by it.

The validity of the insurance

The insurance may be taken out either upon or after booking. From 28 days before the beginning of the trip the insurance must be taken out at the same time as the booking.

The insurance ends automatically when the trip begins.

Obligations of the insured person after an insured event occurs

After an insured event occurs or comes to light, the insured party must promptly apply to the booking agency for the cancellation of the accommodation and the booked trip. The insurer must



be notified without delay and any information it requests provided to it, and it must be provided with all the necessary evidence relating to the claim, for example booking confirmation, cancellation invoice, doctor's certificates, confirmations of the duration of the illness or hospital stay, accident report, notification confirmation, death certificate etc.

The insured party declares that he/she agrees to an examination relating to the claim by the insurer's medical officer. A release of all treating doctors from the non-disclosure obligation applies insofar as this is necessary for the purpose of assessing the losses, as

Condition for the settlement of the claim.

If the policyholder breaches one of the above-mentioned obligations, the insurer shall not be obliged to pay benefits in accordance with the requirements and limitations under section 6 (3) of the Austrian Insurance Act (*Versicherungsvertragsgesetz – VersVG*)