

## Customer Information and General Terms and Conditions of Insurance Ticketmaster ticket insurance

### Customer information under the Swiss Federal Law on Insurance Contracts (LIC)

The following customer information gives a clearly arranged, brief overview of the insurer's identity and the material content of the insurance contract (article 3 LIC). Only the insurance policy and General Terms and Conditions of Insurance (GTC) are authoritative for the content and scope of the rights and obligations derived from the insurance contract.

#### Who is the insurer?

The Insurer is AWP P&C S.A., St-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter AGA. The company headquarters are at Hertistrasse 2, CH-8304 Wallisellen.

#### Who is the policyholder?

The policyholder is the person designated as such in the insurance policy.

#### What risks are insured and what is the scope of the cover?

The insured risks under the relevant contract, scope of the cover and the cover restrictions are set out in the insurance policy and General Terms and Conditions of Insurance (GTC). An overview of the insurance components is included below for your convenience:

##### – Cancellation costs

Assumption of the cancellation costs owed by the insured person (up to CHF 500 per ticket), if the insured person is unable to attend the booked event and therefore cancels due to serious illness or accident, death, pregnancy-related complications, delay or absence of the means of transport for travelling to the venue or if the organiser postpones the event.

#### What are the main exclusions?

The following list contains only the main exclusions under the cover. Other exclusions are set out in the exclusionary clauses ("Uninsured events and benefits") General Terms and Conditions of Insurance and the LIC.

- As a rule, there is no cover for any insurance components if the events in question had already occurred when the contract was concluded or the ticket purchased. This also applies to events whose occurrence was foreseeable when the contract was concluded or the ticket purchased.
- Furthermore, there is no cover for such events as abuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or unrest, participation in races or training sessions with motor vehicles or boats, participation in adventurous acts whereby the entitled person knowingly exposes him/herself to danger, negligent or premeditated actions/or failure to act.
- In addition, war, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances including the consequences thereof; the consequences of official decrees, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space are not insured.
- There is no cover for a "poor healing process" under **cancellation costs** cover, including illness and the effects of an accident, operation or medical intervention that had already occurred at the time the ticket was purchased or when the insurance cover was taken out and that had failed to heal by the date of the event; the same applies for cancellation by the organiser and the consequences of official decrees.

#### How much is the premium?

The amount of the premium depends on the risks insured and desired level of cover. The amount of the premium is defined with the application and results from the insurance policy.

#### What are the duties of the entitled persons?

The following list contains only the main obligations. Other duties are set out in the General Terms and Conditions of Insurance and the LIC:

- **Cancellation costs** cover includes an obligation on the entitled person to meet his/her contractual and legal duties with regard to notification, information and conduct in full, e.g. prompt written notification of the claim to AGA on occurrence of the insured event (see 8.1 GTC for claims form).
- In any case, the insured person is bound to do everything possible to mitigate the loss and help resolve the claim; for claims resulting from injury or illness the insured person must ensure that the attending doctors are exempted from their duty of confidentiality vis-à-vis AGA.
- If the entitled person fails to observe his/her obligations, AGA may reject or reduce the benefits as a result.

#### When does the insurance begin and end?

The beginning and end of the insurance are defined in the application and detailed in the insurance policy.

#### How does AGA handle data?

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data, AGA complies with the Swiss Data Protection Act (DPA). If necessary, AGA obtains via the claim form the necessary approval from the insured person to process the data.

The personal data processed by AGA includes data relating to conclusion of the contract, contract issue and policy/claims handling. In the first instance, information on the policyholder or insured persons is taken from the insurance application and claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. AGA also processes personal data in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, some of the services offered by AGA are provided by legally independent companies both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, AGA must exchange data both within and outside the group.

AGA stores data electronically or physically in compliance with the legal provisions.

Persons whose personal data are processed by AGA have the right, in accordance with the Data Protection Act (DPA), to ask whether and what data concerning them AGA actually processes; they may also request the rectification of incorrect data.

#### Contact address for complaints

Allianz Global Assistance  
Hertistrasse 2  
Postfach  
8304 Wallisellen

## How can we help?

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland)  
Hertistrasse 2, CH-8304 Wallisellen, Tel. +41 44 283 32 22, Fax +41 44 283 33 83  
info@allianz-assistance.ch, www.allianz-assistance.ch

## General Terms and Conditions of Insurance (GTC)

The insurance cover provided by AWP P&C S.A. St. Ouen (Paris), Wallisellen branch (Switzerland) hereinafter Allianz Global Assistance or AGA is defined in the insurance policy and the General Terms and Conditions of Insurance (GTC).

### 1 Insured tickets

Insured tickets for an event are those purchased by the person entitled to make a claim on the website [www.ticketmaster.ch](http://www.ticketmaster.ch) and for which insurance was taken out.

### 2 Entitled person

The person designated as the policyholder in the insurance policy is entitled to make a claim.

### 3 Geographical application

The insurance is valid worldwide.

### 4 Commencement and duration of the insurance cover

The insurance starts from the time the ticket is bought and ends when the event begins, i.e. on arrival at the venue where the event takes place (simultaneous purchase of the insurance and event ticket. Retroactive insurance is no longer possible).

### 5 Insured amount

The maximum insured amount per ticket is CHF 500.

### 6 Insurance benefits

#### 6.1 Cancellation costs

If the entitled person cannot attend the booked event due to an insured occurrence, AGA will refund the contractually owed cancellation costs for the insured tickets to the event up to the agreed insured amount.

#### 6.2 The insured cancellation costs are calculated as the original full ticket price paid by the entitled person minus processing fees, e.g. delivery charge, payment handling fees, e-ticket fees or order fees.

### 7 Insured events

#### 7.1 Illness, accident, death, pregnancy

1 Serious illness, serious accident, complications in pregnancy or death, provided the event in question occurred after the booking was made, to the following:

- the entitled person
  - a closely related person who booked the same event and cancelled
  - a person closely related to the entitled person who does not attend the event.
- If several people booked the same event, a maximum of six people may cancel their booking.

2 For mental illness, insurance cover only applies if

- a psychiatrist confirms an inability to work and
- the inability to work is documented by a certificate of absence supplied by the employer.

3 Chronic illness is only covered by the insurance if attendance at the event had to be cancelled through a medically documented, unexpected, acute deterioration. Provided that the claimant's state of health was stable at the time the ticket was bought.

4 Insurance cover only applies in the case of pregnancy if the pregnancy occurred after the ticket was bought and the event is scheduled after the 24th week, or if the pregnancy occurred after the ticket was bought and the event presents a risk to the unborn child.

#### 7.2 Delay and absence of means of transport for the outward journey

If the visit to the event proved impossible due to the delayed arrival or interruption in service of the required public transport (i.e. if admission was no longer possible or the event had already finished).

#### 7.3 Absence of vehicle for the journey to the venue

If the private vehicle or taxi used to travel to the event becomes unusable due to an accident or breakdown. Problems with keys and fuel are not insured.

#### 7.4 Postponement of the event by the organiser

1 If an event or event venue is postponed and the ticket is valid for the new date or venue and the entitled person cannot attend the postponed event due to the occurrence of an insured event.

2 In addition to the insured events under 7.1 to 7.3, the following insured events apply to 7.4 provided they were already known at the time the postponement was announced:

- Official summons: If the entitled person receives a summons to appear as a witness or member of the jury in court. The court date will inevitably prevent attendance at the event.
- Military service and civil protection: If the entitled person cannot attend the event because of military service or civil protection duties.
- Holidays: If the entitled person cannot attend the event because of a previously booked holiday.
- Business event: If the entitled person cannot attend the event because of a scheduled business event.
- Marriage: If the entitled person cannot attend the event due to a wedding invitation.

### 8 Duties in the event of a claim

8.1 To claim benefits from AGA, the entitled person must notify the loss to AGA promptly and in writing on occurrence of the insured event. The AGA claims forms can be downloaded at [www.allianz-assistance.ch/schaden](http://www.allianz-assistance.ch/schaden).

8.2 The entitled person is obliged to do everything to mitigate the loss and help resolve the issue.

8.3 The entitled person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct

8.4 If the loss occurred due to illness or injury, the entitled person must ensure that the treating physicians are exempt from their duty of confidentiality vis-à-vis AGA.

8.5 If the entitled person can assert claims paid out by AGA from third parties as well, he/she must safeguard these claims and cede them to AGA.

8.6 The following documents must be submitted to AGA at the contact address given:

- Original ticket
- Death certificate
- Documents and/or official attestations documenting the occurrence of the loss event (e.g. detailed doctor's certificate with diagnosis, employer attestation, police report etc.).

### 9 Breach of duties

If the entitled person is in breach of his/her duties, AGA can withhold or reduce benefit payments.

## **10 Non-insured events**

### **10.1 Poor healing process**

If an illness or the consequences of an accident, an operation or a medical intervention had already occurred by the time the ticket was bought and have failed to heal by the date of the event. If recovery is not yet complete, by the date of the event, from the consequences of an operation/medical intervention, which was already planned at the time the ticket was purchased but only performed after the purchase.

### **10.2 Cancellation by the organiser**

If the organiser is unable to fulfil its contractual services either fully or in part, cancels the event or has to cancel due to specific circumstances and is obliged, according to the relevant contractual and legal provisions, to pay compensation by way of reimbursement for those services not provided. Does not apply if the organiser postpones the event as described in 7.4.

### **10.3 If an event has already occurred on expiry of the contract or when the ticket is bought, or if its occurrence was foreseeable by the entitled person on conclusion of the contract or when the ticket was bought, there is no entitlement to benefits.**

### **10.4 Events are not insured, which the entitled person has triggered in the following ways:**

- Abuse of alcohol, drugs or medicines
- Suicide or attempted suicide
- Participation in strikes or unrest
- Participation in races or training sessions with motor vehicles or boats
- Participation in adventurous acts whereby the person knowingly exposes him/herself to danger
- Negligent or premeditated actions/or failure to act
- Committing or attempting to commit crimes

### **10.5 Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.**

### **10.6 The following events and their consequences are not insured: War, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.**

### **10.7 The consequences of events stemming from official decrees, e.g. confiscation of assets, imprisonment or a ban on leaving the country.**

### **10.8 If the assessor (expert, doctor etc.) directly benefits or is related, including related by marriage, to the entitled person.**

## **11 Definitions**

### **11.1 Related persons**

Related persons include:

- Relatives (spouse, parents, children, parents-in-law, grandparents and brothers and sisters)
- Life partners including their parents and children
- Carers of non-travelling minors or relatives in need of care
- Very close friends with whom there is very close contact

### **11.2 Organiser**

All companies which provide event-related services on a contractual basis with and for the entitled person qualify as an organiser.

### **11.3 Public conveyance or means of transport**

Public conveyance or means of transport include any means of transport running regularly according to a timetable and requiring a valid ticket. Taxis and hire cars do not count as public means of transport.

### **11.4 Breakdown**

A breakdown means any sudden and unforeseen failure of a vehicle caused by an electrical or mechanical defect that makes it impossible to continue the journey, or that makes continuation of the journey illegal. The following are equivalent to a breakdown: Tyre defect, fuel shortage, vehicle key locked inside the vehicle, or flat battery. Loss of or damage to the car key or using the wrong type of fuel does not qualify as a breakdown and is not insured.

### **11.5 Personal accident**

An accident is the sudden, unintended detrimental outcome of an unusual external factor on the human body.

### **11.6 Motor vehicle accident**

An accident is any damage to a motor vehicle resulting from a sudden and violent external event making any further use impossible or making any further use illegal. That includes in particular events resulting from impact, collision, overturning, crashing, subsidence and immersion.

### **11.7 Serious consequences resulting from illness/accident**

Illness or the consequences of an accident are considered severe if they result in a temporary or unlimited inability to work.

## **12 Complementarity clause**

### **12.1 If an entitled person is entitled to benefits under any other insurance contract (voluntary or mandatory insurance), cover is restricted to that part of the AGA benefits that exceeds the cover provided by the other insurance contract. Overall costs are reimbursed once only.**

### **12.2 If AGA has nonetheless paid out benefits for the same loss, these benefits are regarded as an advance and the entitled person must assign the claims against the third party (liable third party, voluntary or mandatory insurance) to AGA to the extent of those benefits.**

## **13 Limitation period**

Claims under the insurance contract expire two years after the occurrence of the event giving rise to the obligation to pay benefits.

## **14 Place of jurisdiction and applicable law**

### **14.1 Actions against AGA may be presented before court at the company's headquarters or at the Swiss place of residence of the entitled person.**

### **14.2 The Swiss Federal Law on Insurance Contracts (VVG) applies in addition to these provisions.**

## **15 Contact address**

Allianz Global Assistance, Hertistrasse 2, Postfach, 8304 Wallisellen