

Customer information and General terms and conditions of insurance Ticketmaster ticket insurance

Customer information under the Swiss Insurance Contract Act (ICA)

The following customer information provides a concise overview of the insurer's identity and the material content of the insurance contract (Article 3 of the Swiss Insurance Contract Act – ICA). 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., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance. The company headquarters are at Richtiplatz 1, 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 respective contract, scope of the cover and the cover restrictions are set out in the insurance policy and General terms and conditions of insurance (GTC). The following is a summary of the insurance component offered, provided for ease of understanding (Indemnity insurance):

Cancellation costs

– Assumption of the cancellation costs owed by the entitled person if the booked trip is cancelled as a result of serious illness, a serious accident, death or another event that is listed as insured in the GTC.

What are the main exclusions?

The following list contains only the most important insurance cover exclusions. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

- An event is not insured if it has already occurred when the policy is taken out or when the ticket is bought or if its occurrence was foreseeable for the entitled person when the policy was taken out or when the ticket was bought.
- Events are not insured if the entitled person has triggered them in the following ways:
 - abuse of alcohol, drugs or medicines;
 - suicide or attempted suicide;
 - participation in strikes or unrest;
 - participation in races, training sessions or other types of driving on race or training tracks;
 - participation in hazardous activities whereby the entitled person knowingly exposes himself or herself to danger;
 - negligent or premeditated actions/or failure to act;
 - committing or attempting to commit crimes or offences.
- The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.
- The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section 7.1 and 7.6.
- The consequences of events associated with official instructions, e.g. confiscation of assets, imprisonment, ban on leaving the country, roadblocks or quarantine measures (except as expressly covered under section 7.6), police measures, decrees etc., are not insured.
- 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 or the insurance was concluded 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 bought or the insurance was concluded but only performed after the purchase.

How much is the premium?

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

Which obligations are incumbent on the entitled persons?

The following list contains only the main obligations. Other obligations are set out in the General terms and conditions of insurance and the ICA:

- In any event, the entitled person is obliged to do everything to mitigate the loss and help resolve the claim; for losses caused by illness or accident, the entitled person must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis Allianz Assistance.
- If the entitled person is in breach of his/her obligations, Allianz Assistance can withhold or reduce the benefits.

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.

Right of revocation

The policyholder may revoke the contract within a period of 14 days from the application to conclude the contract or the declaration of acceptance thereof by notifying the insurer in text form (e.g. letter, e-mail). The right of revocation is excluded for provisional cover commitments and contracts with a duration of less than one month.

How does Allianz Assistance treat data?

When processing personal data essential to the transaction of insurance business, Allianz Assistance observes the Swiss Data Protection Act (FADP). If necessary, Allianz Assistance will use the claims form to obtain the necessary approval from the entitled person to process the data.

The personal data processed by Allianz Assistance includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or entitled person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. Allianz Assistance 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 benefits offered by Allianz Assistance are provided by legally independent companies both domestically and abroad. These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, Allianz Assistance must exchange data both within and outside the group.

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

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

Contact address for complaints

Allianz Assistance
Complaint Management
Richtiplatz 1
P.O. Box
8304 Wallisellen

General Terms and Conditions of Insurance (GTC)

The insurance cover provided by AWP P&C S.A. Saint-Ouen (Paris), Wallisellen branch (Switzerland), hereinafter referred to as Allianz Assistance, is defined in the insurance policy and the following General terms and conditions of insurance (GTC).

Cancellation costs

- 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 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 scope**
The insurance applies 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, Allianz Assistance 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 Serious illness, serious accident, death, complications of pregnancy**
 - 1** Serious illness (including being diagnosed with an epidemic or a pandemic disease such as e.g. COVID-19), serious accident, complications of pregnancy or death, provided the event in question occurred after the insured ticket was bought, to the following:
 - the entitled person;
 - a person closely related to the entitled 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.
 - 7.2 Pregnancy**
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.
 - 7.3 Delay and lack of public transport for the outward journey**
If the visit to the event proved impossible due to the delayed arrival or cancellation of the public transport used to travel to the event (i.e. if admission was no longer possible or the event had already finished).
 - 7.4 Failure of vehicle on the outward journey as a result of breakdown or accident**
If the private vehicle or taxi used to travel to the event becomes unusable due to a breakdown or an accident. Problems with keys and fuel are not insured.
 - 7.5 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 section 7.1 to 7.4, the following insured events apply to section 7.5 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.
 - 7.6 Quarantine**
If the entitled person is quarantined before the event by order or other requirement of a government or public authority, based on their suspicion that the entitled person, specifically, has been exposed to a contagious disease (including an epidemic or a pandemic disease such as e.g. COVID-19). This does not include any quarantine that applies generally or broadly to some or all of a population or geographical area, or that applies based on where the person is travelling from.
- 8 Duties in the event of a claim**
 - 8.1** The entitled person is obliged to do everything to mitigate the loss and help resolve the claim.
 - 8.2** The entitled person is obliged to observe his/her contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in section 16).
 - 8.3** If the loss occurred due to illness or an accident, the entitled person must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis Allianz Assistance.
 - 8.4** If the entitled person is also able to claim benefits paid out by Allianz Assistance from third parties, the entitled person must uphold these claims and cede them to Allianz Assistance.
 - 8.5** In the event of a claim, Allianz Assistance must be sent the following documents in writing (see section 16):
 - claims forms are available on our website: www.allianz-travel.ch/claims
 - order confirmation and copy of tickets or original tickets if no print@home;
 - documents and/or official attestations documenting the occurrence of the loss event (e.g. death certificate, detailed medical certificate with diagnosis, employer attestation, police report etc.).
- 9 Breach of duties**
If the entitled person is in breach of his/her duties, Allianz Assistance can withhold or reduce the benefits.
- 10 Non-insured events and benefits**
 - 10.1** *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 or the insurance was concluded 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 bought or the insurance was concluded but only performed after the purchase.*
 - 10.2** *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. This does not apply if the organiser postpones the event as described in section 7.5.*

- 10.3 *An event is not insured if it has already occurred when the policy is taken out or when the ticket is bought or if its occurrence was foreseeable for the entitled person when the policy was taken out or when the ticket was bought.*
- 10.4 *Events are not insured if the entitled person has triggered them in the following ways:*
- *abuse of alcohol, drugs or medicines;*
 - *suicide or attempted suicide;*
 - *participation in strikes or unrest;*
 - *participation in races, training sessions or other types of driving on race or training tracks;*
 - *participation in hazardous activities whereby the entitled person knowingly exposes himself or herself to danger;*
 - *negligent or premeditated actions/or failure to act;*
 - *committing or attempting to commit crimes or offences.*
- 10.5 *The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.*
- 10.6 *The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section 7.1 and 7.6.*
- 10.7 *The consequences of events associated with official instructions, e.g. confiscation of assets, imprisonment, ban on leaving the country, roadblocks or quarantine measures (except as expressly covered under section 7.6), police measures, decrees etc., are not insured.*
- 10.8 *Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.*
- 10.9 *If the assessor (expert, doctor etc.) directly benefits or is related, including related by marriage, to the entitled person.*

11 Definitions

11.1 Closely related persons

Closely related persons are:

- 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 transport

Public transport is any means of transport running regularly according to a timetable and requiring a travel ticket. Taxis, rental cars and aeroplanes do not count as public transport.

11.4 Serious illness / serious accident

Illness or accidents are considered serious if they result in a temporary or permanent inability to work or an inability to participate.

11.5 Epidemic

A contagious disease recognized by the World Health Organization (WHO) or an official government authority in the entitled person's country of residence or trip destination.

11.6 Pandemic

An epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in the entitled person's country of residence or trip destination.

11.7 Quarantine

Mandatory confinement (including ordered isolation), intended to stop the spread of a contagious disease to which the entitled person has been exposed.

11.8 Natural catastrophe

Extremely serious natural event directly causing at the location affected by the event, the death of a significant number of people and devastating material damage to public infrastructure.

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 Allianz Assistance benefits that exceeds the cover provided by the other insurance contract. Overall costs are reimbursed once only.

12.2 If Allianz Assistance 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 Allianz Assistance to the extent of those benefits.

13 Limitation period

Claims under the insurance contract expire five 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 Allianz Assistance 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 Insurance Contract (ICA) applies in addition to these provisions.

15 Regulation in the event of linguistic differences in the GTC

In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.

16 Contact address

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8304 Wallisellen
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