

## General Terms and Conditions of Insurance Kollektiv ticketportal AG Ticket Insurance Edition 2009

Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG).

Who is the Insurer?

The Insurer is Mondial Assistance International AG (called ELVIA in the following text). The headquarters of the company is at Hertistrasse 2, 8304 Wallisellen, Switzerland. In matters relating to legal protection insurance, the Insurer is CAP Rechtsschutz-Versicherungsgesellschaft AG, based at Badenerstrasse 694, 8048 Zurich, Switzerland.

Who is the Policy Holder?

The Policy Holder is ticketportal AG, called ticketportal AG in the following text, based at Rorschacher Strasse 294, 9016 St. Gallen, Switzerland.

What risks does the insurance cover, and what is the scope of the insurance protection?

The insured risks and the scope of insurance cover are set out in the policy and the General Terms and Conditions of Insurance.

Who are the people covered by the insurance?

Which persons are entitled to claim?

Based on the collective insurance contract concluded with the Policy Holder, Mondial travel insurance company provides the owners of insured tickets with insurance protection, together with a direct right to claim in association with the insurance benefits.

The persons with the right to claim are listed in the confirmation of insurance and the General Terms and Conditions of Insurance (AVB).

What are the important exclusions?

- Events that have already occurred at the time of joining the group insurance policy or purchasing the ticket, or events that were discernible for the insured individual at the time of joining the group insurance policy or purchasing the ticket.
- Events that have already occurred at the time of joining the group insurance policy or booking the trip, or events that were discernible for the insured individual at the time of joining the group insurance policy or booking the trip.
- Events connected with epidemics or pandemics.
- Events connected with participation in risky actions, where the individual is knowingly exposed to danger.

This list only contains the most common exceptions. Further exceptions are set out in the General Terms and Conditions of Insurance and the VVG.

How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required.

The level of the premium will be defined at the time of application, and is indicated in the confirmation of insurance.

What are the duties of the people with the right to claim?

- To fulfil their contractual and legal duties of notification, information and conduct in full (e.g. prompt notification of a case of loss/damage to ELVIA).
- To do all that they can to help minimise and clarify the loss/damage (e.g. authorising ELVIA to issue the relevant documents, information etc. to third parties to clarify the case of loss/damage).

This list only contains the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG.

When does the insurance cover begin and end?

The beginning and end of the insurance cover are defined in the application and specified in the confirmation of insurance.

How do ELVIA handle information?

ELVIA handles information that arises from the contractual documents or the processing of the contract, and uses this in particular to establish the premiums, clarify risk, handling benefits cases, statistical evaluations and marketing purposes. The information is stored physically or electronically.

If necessary, the information is passed to involved third parties, to the extent needed. These third parties might be other participating insurers, the authorities, lawyers or external experts. Information may also be passed on in order to reveal or prevent the misuse of insurance.

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General Terms and Conditions of Insurance

The Mondial Assistance International AG travel insurance company (called ELVIA in the following document) assumes liability for the benefits agreed according to the collective insurance contract with ticketportal AG and listed in this insurance document. These benefits are defined by the Common Provisions, together with the General Terms and Conditions of Insurance for each component of the insurance, as well as being supplemented by the provisions of the Swiss law governing insurance contracts.

- 1 Insured tickets  
The insurance covers tickets purchased for the event by the insured person at one of the official ticketportal AG sales points and included in the event insurance policy.
- 2 Person with the right to claim  
The Person with the right to claim is the owner of an insured ticket.
- 3 Scope of the insurance  
The insurance policy applies worldwide.

- 4 Beginning and duration of insurance protection  
The insurance cover begins at the time the ticket is purchased and ends at the beginning of the event, i.e. with entry into the location at which the event takes place (Simultaneous purchase of insurance and the event ticket. Later purchase is not possible).
- 5 Sum insured  
The maximum insured sum per ticket is CHF 500.
- 6 Insurance benefits
- 6.1 Cancellation costs  
If the entitled person is unable to attend the booked event because of an insured, circumstance ELVIA will reimburse the contractually-liable cancellation costs up to the level of the agreed sum insured.
- 6.2 The expenses of administrative costs or for the insurance premium will not be reimbursed.
- 7 Insured events
- 7.1 Illness, injury, death and pregnancy
- 1 Severe illness, severe injury, complications of pregnancy or as a result of death (in so far as the relevant event has arisen after the time of booking)
- of the entitled person;
  - a closely-connected person who has booked for the same event, and who has cancelled the booking
  - a person who is closely connected with the entitled person and who is not attending the event.
- If a number of people have booked the same event, it can only be cancelled by a maximum of 6 people.
- 2 Psychological illness. Insurance cover only exists if
- the inability to work is certified by a psychiatrist, and
  - the inability to work is proven by providing a confirmation of absence from the employer.
- 3 In the case of chronic disease, insurance protection only exists if attendance at the event has to be cancelled because of an unexpected acute deterioration, certified by a doctor. As a precondition of insurance, the state of health must be stable at the time the ticket is purchased.
- 4 Insurance protection only exists in the case of pregnancy if the pregnancy commenced after the ticket was purchased, and if the date of the event is beyond the 24<sup>th</sup> week of pregnancy, or if the pregnancy commenced after the ticket was purchased and the event would present a risk to the unborn child.
- 7.2 Delay and failure of the means of transport for the outward journey  
If it proves impossible to attend the event as a result of delay or failure of the means of public transport used for the journey (i.e. if admittance is no longer possible, or if the event has already ended).
- 7.3 Failure of the vehicle on the outward journey  
If the private vehicle or taxi becomes undriveable during the direct journey to the event as a result of an accident or breakdown. Problems with keys and fuel are not covered by insurance.
- 7.4 Postponement of the event by the organiser
- 1 If an event or the venue for an event is changed and the ticket is valid for the new date and/or the new venue and the person with the right to claim can not attend the changed event because of an insured event.
- 2 In addition to the insured events described in Clauses 7.1 – 7.3, the following insured events also apply for Clause 7.4, as long as they were already known at the time the change was notified:
- Official summons: if the person with the right to claim receives a summons to appear before a court as a witness or a juror. The court dates must prevent attendance at the event.
  - Military and civil defence: if the person with the right to claim is unable to attend the event because of fulfilment of military or civil defence duties.
  - Holidays: if the person with the right to claim is unable to attend the event because of holidays already booked.
  - Business reasons: if the person with the right to claim is unable to attend the event because of a planned business reason.
  - Wedding: if the person with the right to claim is unable to attend the event because of an invitation to a wedding celebration.
- 8 Obligations in the event of loss/damage
- 8.1 In order to be able to call upon the ELVIA benefits, the person with the entitlement to claim must notify ELVIA of the loss/damage in writing without delay.
- 8.2 The entitled person has a duty to do everything possible to minimise the loss/damage and to clarify it.
- 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/damage has arisen as a result of illness or injury, the entitled person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to ELVIA.
- 8.5 If the entitled person is also able to assert claims for which ELVIA has furnished provisions against third parties, he/she must safeguard these claims and cede them to ELVIA.
- 8.6 The following documents must be made available to ELVIA at the contact address:
- Original ticket
  - Order number (ord) and ticket number (tix)
  - Death certificate
  - Documents and/or official certificates that confirm that the loss/damage has happened (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)
- 9 Violation of obligations  
If the person with the right to claim violates his/her obligations, ELVIA can refuse or reduce its benefits.
- 10 Non-insured events
- 10.1 Poor course of recovery  
If an illness or the consequence of an accident, an operation or a medical intervention already exists at the time of purchasing the ticket, and recovery is not complete by the date of the event. If recovery from the consequences of an operation/medical intervention already planned at the time of purchasing the ticket, but not undertaken until afterwards, is not complete by the date of the event.
- 10.2 Cancellation by the organiser  
If the organiser can not fulfil the contractual benefits in full or in part, or cancels the event, or has to cancel as a result of the actual circumstances, and has to reimburse the costs of benefits not provided on statutory grounds. Does not apply to a change in the event made by the organiser as described in Clause 7.4.
- 10.3 If a circumstance has already occurred at the time of conclusion of the agreement or purchase of the ticket or if its occurrence could have been detected by the entitled person at the time of conclusion of the agreement or purchase of the ticket, there shall be no entitlement to benefits.
- 10.4 Events are not insured if they have been caused by the entitled person as follows:
- Misuse of alcohol, drugs or medical products
  - Suicide or attempted suicide
  - Participation in strikes or unrest
  - Participation in competitions and training sessions involving motor vehicles or boats
  - Participation in actions involving risks, where the individual knowingly exposes himself/herself to danger
  - Grossly negligent or pre-meditated conduct/omission
  - Commitment of a crime or offence, or the intention to do so
- 10.5 The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.
- 10.6 The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 10.7 The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment or ban on leaving the country.
- 10.8 If the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the entitled person by blood or by marriage.
- 11 Definitions
- 11.1 Closely connected persons  
Closely connected persons are:

- Relatives (spouses, parents, children, parents-in-law, grandparents and siblings)
  - Personal partners and their parents and children
  - Carers of underage children or relatives who are in need of care and are not travelling with the insured person
  - Very close friends, with whom there is intensive contact
- 11.2 **Organiser**  
The term organiser denotes all those enterprises that provide event services on the basis of a contract with and for the entitled person.
- 11.3 **Public conveyance or means of transport**  
A public conveyance or means of transport is a method of transport that travels regularly, on the basis of a timetable, and for which a ticket has to be purchased. Taxis and hired vehicles do not count as public means of transport.
- 11.4 **Breakdown**  
A breakdown is a sudden, unforeseen failure of a vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. The following are put in the same category as a breakdown: tyre faults, lack of fuel, vehicle keys locked in the vehicle and discharged battery. Loss of or damage to the vehicle key and incorrect fuel do not count as a breakdown and are not covered by insurance.
- 11.5 **Personal injury**  
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.
- 11.6 **Motor vehicle accident**  
An accident is any damage to a vehicle, caused by a sudden violent external event, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. In particular, this includes events caused by impact, collision, turning over, crashing, subsidence and immersion.
- 11.7 **Severe illness / Severe consequences of injury**  
Illnesses and/or consequences of injury are regarded as severe if they result in a temporary or permanent inability to work, or if they cause an absolute inability to travel.
- 12 **Complementary clause**
- 12.1 If an entitled person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of our benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 12.2 If ELVIA has nevertheless provided benefits for the same loss/damage, these shall be regarded as an advance payment, and the entitled person shall cede his/her entitlement to claim against the third party (third-party, voluntary or compulsory insurance) to ELVIA to the same extent.
- 13 **Period of limitation**  
The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based.
- 14 **Place of jurisdiction and applicable law**
- 14.1 Actions against ELVIA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the entitled person or the person with an entitlement to claim.
- 14.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.
- 15 **Contact address**  
Mondial Assistance (Schweiz), Hertistrasse 2, Postfach, 8304 Wallisellen, Switzerland