

## CANCELLATION COSTS INSURANCE

### INFORMATIONS FOR THE INSUREE

EUROPÄISCHE Reiseversicherungs AG with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (AVB).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying AVB. The AVB and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the general terms and conditions of insurance (AVB) will have exclusive validity.

### GENERAL TERMS AND CONDITIONS OF INSURANCE (AVB) E583

#### 1 GENERAL PROVISIONS

##### 1.1 Insured persons

The lawful holder of the Ticketino insurance comprising the confirmation of the booking and these AVB is insured.

##### 1.2 General exclusions

The provisions of the Insurance Contracts Act VVG and Swiss law shall apply.

##### 1.3 Claims on third parties

If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If a claim has been made to EUROPÄISCHE instead of to the liable party, the insured person must assign his civil liability claims to EUROPÄISCHE in an amount equivalent to its expenditure.

##### 1.4 Further provisions

- A Claims superannuate 2 years after the claim.
- B The place of jurisdiction for the claimant is his Swiss place of residence or the registered office of EUROPÄISCHE in Basel.
- C Benefits wrongfully obtained from EUROPÄISCHE shall be refunded to it, together with all resulting disbursements, within 30 days.

#### 2 CANCELLATION COSTS

##### 2.1 Special provisions, scope of application, period of application

The cancellation cost insurance is valid only if it is taken out in conjunction with the booking of the event. The insurance cover applies in Europe and begins at the time when the definitive booking is made and ends at the start of the event (start or cancellation of the ticket).

##### 2.2 Insured events

- A EUROPÄISCHE provides insurance cover if the insured person is unable to take part in the event by reason of any of the following occurrences, provided that such occurrence happened after the insurance was taken out:
  - a) serious illness, serious injury, serious complication of pregnancy or death of the insured person or of a person who is very close to the insured person;
  - b) pregnancy of the insured person, if the date of the event is after the 24<sup>th</sup> week of pregnancy or if the event would present a risk to the unborn child;

- c) severe damage to the property of the insured person at his place of residence by fire, storm, theft or water damage, so making his presence at home indispensable;
- d) failure or delay by technical fault of the licensed public means of transport to be used to reach the starting venue;
- e) vehicle failure (unfitness to drive) as the result of an accident or breakdown (excl. lack of fuel and lost keys) of the private vehicle or taxi during the direct journey to the starting venue.

- B If an insured person is unable to attend because of an insured occurrence, the other insured persons may claim benefits only if they are relatives or relatives-in-law of the person concerned.
- C If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, EUROPÄISCHE shall pay the resulting insured costs if participation has to be cancelled because of a serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

##### 2.3 Insured benefits and compensation

EUROPÄISCHE reimburses the cancellation costs (excl. administrative fee) which are effectively incurred or are payable by contract if the insured person is unable to take part in the booked event because of an insured occurrence. The overall amount of this benefit is limited by CHF 500.-.

##### 2.4 Exclusions

Benefits are excluded:

- a) if the organizer cancels the event;
- b) if the condition which gave rise to the cancellation was a complication or a sequel of an operation that was already planned at the time when the insurance began;
- c) in the event of cancellation pursuant to Section 2.2 A a) without a medical indication.

##### 2.5 Claims

Please contact the Insurance claims Department of EUROPÄISCHE REISEVERSICHERUNGS AG, Steinengraben 28, P.O. Box, CH-4003 Basel, phone +41 61 275 27 27, fax +41 61 275 27 30, claims@erv.ch.

- A The insured must take all steps which can help mitigate the consequences and elucidate the circumstances of the loss.
- B EUROPÄISCHE must be furnished immediately with
  - original event invoice,
  - original entrance ticket,
  - documents or official statements substantiating the occurrence of the damage,
  - payment details (supply IBAN and SWIFT-BIC).
- C In case of illness or accident a physician must be consulted as soon as possible and his instructions must be followed. The insured/entitled person must release the physician who treated him from the duty of secrecy vis-à-vis EUROPÄISCHE.
- D In case of culpable violation of the duties in connection with a loss EUROPÄISCHE has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in accordance with such duties.
- E EUROPÄISCHE will not make any payments if, particularly in the claims report, false representations are made or facts are concealed, if EUROPÄISCHE suffers any loss as a consequence.

EUROPÄISCHE REISEVERSICHERUNGS AG

