

## General conditions

This is a translation.

In cases of doubt or problems of interpretation, the original German version of the General Conditions shall be applicable.

### The insurance providers are:

- Swiss Mobiliar Insurance Company Ltd (in the following: la Mobilière), a Mobilière Group company with a cooperative structure and its registered office at Bundesgasse 35, 3001 Bern, Switzerland.
- Mobi24 Ltd (in the following: Mobi24), a Mobilière Group company with its registered office at Bundesgasse 35, 3001 Bern, Switzerland.

## A Scope of insurance

### 1 Insured person

The insured person is the legal owner of the insured ticket. This may be the purchaser listed in the booking confirmation or a person who has purchased the ticket directly or indirectly from the purchaser or received it as a gift.

The content of the ticket protection insurance applies to the insured person and is determined by Ticketcorner's booking confirmation and these General Terms & Conditions.

### 2 Special provisions, scope and period of application

- The Cancellation costs insurance for event tickets belongs to the category of casualty insurance.
- Cancellation insurance is only valid when arranged concurrent with the event booking.
- The insurance cover is applicable to Europe. It begins once the booking is finalised and terminates once the relevant booked event begins.

### 3 Premium

The price of the Ticket Protection (including the insurance premium) is taken by the insured person from the Ticketshop. The amount is charged once per ticket, includes the surcharge of 5% on the premium for the federal stamp duty and is invoiced to the insured person by Ticketcorner Ltd as policyholder of the collective agreement together with the costs for the requested tickets.

### 4 Insured risks

The insured person

- a. becomes seriously ill, suffers severe pregnancy complications, is seriously injured or dies;
- b. is pregnant and the date of the event is after the 24th week of pregnancy or if the event would present a risk to the unborn child;
- c. cannot attend an event because a close relation becomes seriously ill, suffers severe pregnancy complications, is seriously injured or dies;
- d. cannot attend an event because due to serious damage to the building in which they live or the contents thereof; and if, as a result of the above, the presence of the insured person is required on site or at work;
- e. is prevented from travelling to the event location due to the cancellation or delay of public transport;
- f. is prevented from travelling directly to the event location due to cancellation of private transport or taxi due to an accident or breakdown (excluding fuel shortage or loss of keys).

The following risks are also insured:

- g. 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.
- h. If an insured person suffers from a chronic illness which did not make the undertaking of the journey appear doubtful when the insurance was taken out, la Mobilière will pay the insured expenses incurred if the journey has to be cancelled due to serious and acute aggravation of the illness. This shall also apply if the insured person in a situation of this kind dies unexpectedly as a result of a chronic illness.

## 5 Insured benefits and indemnities

- a. Whether benefits can be provided depends on the loss event leading to cancellation of attendance at the event booked. Prior or subsequent events are not taken into consideration.
- b. La Mobilière will reimburse the contractually owed cancellation costs where these have been paid (basic ticket costs minus processing, insurance and postal charges) up to CHF 500 per person and per event, if the insured person cannot attend the event booked because of an insured risk.

## 6 Postponement/relocation of the event by the organiser

- a. La Mobilière reimburses the costs in accordance with paragraph A 5 b, if the date or the location of an event is moved and the entrance ticket is valid for the postponed date or alternative location, but the insured person is unable to attend the re-arranged event because of an insured event.
- b. As a supplement to the insured events according to paragraph A 4, the following insured events also apply in paragraph A 6, as long as they were already known at the time the postponement/relocation was notified:
  - summons from the authorities to appear as a witness or as a juror in a court;
  - military and civil protection duties;
  - previously-booked holiday;
  - business occasion;
  - invitation to a wedding occasion.
- c. The original entrance ticket and the official message (e.g. e-mail) from Ticketcorner or from the organiser must be submitted to la Mobilière with the notification of the postponement/relocation.

## 7 The insurance does not cover

- a. Claims for cancellation costs of the organiser against the insured person, if the event organiser does not hold the event (including cases where the event is cancelled by official decree);
- b. Cancellations due to suffering or complications connected with operations already scheduled when the insurance was taken out;
- c. Events which had already occurred at the time of conclusion of the contract or which were foreseeable for the insured person (e.g. if an illness or the consequences of an operation or a medical intervention already existed at the time of booking and have not healed by the start of the event);
- d. Cases in which the person knowingly exposes themselves to a particularly significant hazard through reckless behaviour;
- e. Events arising from epidemics or pandemics.

## **B Obligations, Determination of loss and Claims against third parties**

### **1 Claims notification**

The insured person is obliged to notify Mobi24 immediately in writing and to send it all documents incl. booking confirmation:

- Mobi24 Ltd, Bundesgasse 35, 3001 Bern
- e-mail: ticket-assurance@mobiliere.ch

In the event of questions or uncertainties, the insured person can contact Mobi24 during regular opening hours at the following telephone number: 031 389 80 15.

### **2 Obligation to minimise loss**

- a. When loss or damage occurs, the insured person is obliged to do everything to mitigate that loss.
- b. If notification or conduct obligations are violated with fault, la Mobilière may reduce or refuse benefits. This restriction does not apply if, in the light of the circumstances, it is judged that the injury was not caused by negligence or the loss would have been sustained even if the obligation had been fulfilled.
- c. Where contractual or legal regulations or obligations are culpably breached, indemnities may be reduced by the extent to which the occurrence or extent of the loss was influenced by such behaviour.

### **3 Determination of loss**

- a. The insured person must provide, at their own initiative, all requisite information and documents to assess the claim such as medical certificates, death certificates, police reports, original invoices and original tickets (or ticket number, for electronic tickets). In the event of illness or serious injury, the doctors providing treatment must be released from their professional confidentiality obligation.
- b. Evidence of serious illness, substantial pregnancy complications and serious injuries must be provided in the form of a medical certificate.
- c. Mental illness must be provided in the form of a medical certificate from a psychiatrist.
- d. The Payment details (IBAN and SWIFT-BIC) must be provided.

### **4 Claims against third parties**

- a. If la Mobilière or Mobi24 have provided benefits under this policy for which claims can also be made against third parties, the insured persons must assign these claims to one of the above-mentioned benefit providers up to the amount of the benefits provided.
- b. If an insured person has a claim under other insurance contracts, la Mobilière's obligation to pay is limited to the portion of the benefits that exceeds the benefits under the other insurance contract.

## **C Further provisions**

### **1 Limitation and forfeiture**

Claims made under this policy are considered to have lapsed 5 years after the occurrence of the event that gave rise to the duty to indemnify.

### **2 Legal basis**

The legal bases are the applicable provisions of Swiss civil law, in particular the Swiss Federal Act on Insurance Policies (IPA), the Swiss Civil Code (CC) and the Swiss Code of Obligations (CO).

### **3 Economic, trade and financial sanctions**

Irrespective of any contractual provisions to the contrary, this insurance contract does not provide any insurance cover or other benefits of the insurer to the extent that and as long as this contravenes any applicable legal sanctions of an economic, trade or financial nature.

### **4 Place of jurisdiction**

The insured person may file a suit against la Mobilière in the case of differences of opinion in connection with claims resulting from this insurance

1. at his/her place of residence in Switzerland or the Principality of Liechtenstein or
2. or the head office of la Mobilière in Bern.

### **5 Data protection**

Responsible handling of your personal data is a key concern for la Mobilière.

Data stemming from the insurance relationship or claims settlement are processed by la Mobilière and used to determine premiums, assess risks, process loss events and to maintain and document existing and future customer relationships. Conversations with Mob24 Ltd may be recorded to ensure a high level of service and for training purposes. Data may be stored physically or electronically. Information no longer required is deleted to the extent permitted by law. If necessary for execution of the contract or claims processing, la Mobilière will pass on data to third-party insurers in Switzerland and abroad and to Mobilière Group companies, for data processing purposes, where they are required for implementation of the insurance relationship.

Detailed information about the processing of personal data can be found in the "Privacy policy for insurance policies", retrievable from [www.mobiliar.ch/datenschutz](http://www.mobiliar.ch/datenschutz) (German, French and Italian only).

The data protection declaration is periodically updated to provide information on the most current data processing. The latest version of the data protection declaration applies.