

General Terms and Conditions of Insurance (GTC) Group Starticket (Edition 2016)

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter (AGA) is the insurer of the current group insurance contract with Starticket AG (policyholder). The scope and conditions of the insurance benefits are derived from the General Terms and Conditions (GTC).

1 Insured tickets and entitled person

- 1.1 Insured tickets for the event are those purchased by the person entitled to make a claim (entitled person) at one of the official Starticket sales outlets or via the Starticket ticketing system showare TM and covered under the insurance.
- 1.2 The owner of an insured ticket is entitled to make a claim.

2 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. No longer retroactive).

3 Insurance benefits

3.1 Cancellation costs

3.1.1 Scope of benefits

If the entitled person cannot attend the booked event due to an insured occurrence, AGA will refund the contractually owed cancellation costs up to a maximum of CHF 500 per insured ticket. Expenses for processing fees and insurance premiums will not be reimbursed.

3.1.2 Insured events

3.1.2.1 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.

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.

3.1.2.2 Delay and absence of means of transport on the journey to the venue

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).

3.1.2.3 Absence of means of transport 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.

3.1.2.4 Postponement of the event by the organiser

1 If an event or event venue is postponed/changed 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 3.1.2.1 to 3.1.2.3, the following insured events apply to 4.1.2.4 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.

3.2 Theft protection for personal items brought to the event

3.2.1 Insured items

The only insured items are wallet/handbag, personal debit/credit cards, personal identification documents, apartment keys, mobile phone and personal luggage that the entitled person brings to the event and is owned by the entitled person.

3.2.2 Mobile phones are only covered provided they are not more than two years old at the time of the insured event (from the date of purchase).

3.2.3 Insured events and benefits

If the entitled person is the victim of a theft or robbery during the event in question and loses an insured item as a result, AGA will reimburse the insured person with the original purchase price or the replacement costs for the insured item in question up to a maximum of CHF 500 per event, minus a retention of CHF 50.

3.2.4 Compensation for stolen insured mobile phones is limited to 80% of the original purchase price for phones over one-year old and, in total, to the sum insured per event given in 3.2.3.

4 Duties in the event of a loss

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

4.2 The entitled person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct, e.g. inform AGA in writing without delay when the insured event occurs, to report the theft or robbery immediately at the police station closest to where the incident occurred.

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

4.4 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.

4.5 The following documents must be submitted to AGA at the contact address given: The original ticket, order number (ord) and ticket number (tit), 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.)

5 Breach of duties

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

6 Uninsured events

6.1 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.

6.2 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. This does not apply if the organiser postpones the event as described in 3.1.2.4.

6.3 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 expiry of the contract or when the ticket was bought, there is no entitlement to benefits.

6.4 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 entitled person knowingly exposes him/herself to danger, negligent or premeditated actions/or failure to act, committing of crimes and/or committing or attempting to commit an offence.

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

6.6 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.

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

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

6.9 Theft is not included under the additional cover for personal items brought to the event: Valuables covered by special insurance, cash, documents, business documents, travel tickets and vouchers, stamps, precious metals, merchandise, samples, items of artistic or collectors value and tools, computer hardware (laptop, laptop accessories etc.), tablets, MP3 player / iPod, navigation devices and any type of software, glasses, hearing aids, prostheses and other medical aids (incl. accessories for such items).

6.10 Theft is not included under the additional cover for personal items brought during the event, if the losses arise from: The failure of the entitled person to exercise his/her general duty of care, misplacement, loss or leaving lying around, leaving behind or depositing of items, including for a short time, in a publicly accessible place outside the entitled persons direct area of influence, any inappropriate method of safekeeping given the value of the items, unrest, plundering, official decrees and strikes, or losses indirectly or directly resulting from such events.

7 Place of jurisdiction and applicable law

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

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

8 Contact address

AWP P&C S.A. (Switzerland), Hertstrasse 2, Postfach, 8304 Wallisellen

9 Data processing statement

The processing of personal data is an indispensable part of providing insurance. When processing personal data, AGA observes the Swiss Data Protection Act. If necessary, AGA will obtain the necessary approval from the insured person in the claim form to process the data.

The personal data processed by AGA includes the relevant data for concluding the contract and processing the contract and claims. The information processed mainly comprises the insured persons details from the insurance application and the claims statement. There may also be an exchange of data with previous insurers and reinsurers within and outside Switzerland in the interests of all the insured persons. AGA will also process personal data related to product optimisation and for its own marketing purposes.

Some of the services offered by AGA are provided by legally independent companies within and outside Switzerland in order to provide comprehensive insurance cover at competitive prices. These companies could be group companies of Allianz Group or cooperation partners. Within the intended purpose of the contractual relationship, AGA is obliged to forward data both within and outside the group.

AGA preserves data relating to persons in electronic and physical form in accordance with legal provisions, whose personal data is being processed by AGA. They have the right according to the Data Protection Act to request information as to whether and to what extent AGA processes data relating to them; they are also entitled to request the correction of inaccurate data.