

Edition 11/2023

General conditions of insurance (GCI). Ticket protection.

European Travel Insurance ERV
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In collaboration with:

ticketcorner 

Information about your insurance policy

Dear customer

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act).

Use of the male gender to facilitate readability is intended to also refer to the female gender.

Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St.Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (entitled ERV in the GCI), branch office of Helvetia Swiss Insurance Company Ltd, headquartered at St.Alban-Anlage 56, P.O. Box, CH-4002 Basel.

Who is the individual policyholder?

The individual policyholder is Ticketcorner Ltd, Riedmatt-Center, P.O. Box, CH-8153 Rümlang.

Which persons are insured?

On the basis of the collective insurance contract entered into with the individual policyholder, ERV grants insurance cover and a direct right of claim in connection with the insurance benefits to the persons designated on the insurance confirmation. The insured persons are detailed in the confirmation of insurance and the General Conditions of Insurance (GCI)

What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises such documents as the application, information supplied by the customer, the General Conditions of Insurance and, if applicable, further special conditions or supplementary conditions, and the policy/confirmation of insurance. The Swiss Federal Act on Insurance Policies shall apply.

What risks are covered and what is the scope of the insurance cover?

The occurrences for which ERV is obliged to provide a benefit are set out in these General Conditions of Insurance (GCI).

What type of insurance is this?

Your insurance is, as a general rule, insurance against loss. Fixed sum insurance will be expressly designated as such in the contract documents (e.g. application, policy, confirmation of insurance, GCI).

What insurance benefits are provided?

The amount and/or maximum limit and the type of insurance benefits can be found in these GCI. The same applies to any deductibles or waiting periods.

How high is the premium payable?

The premium is communicated explicitly as part of the process of concluding the collective insurance agreement. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the policy, confirmation of insurance or premium invoice.

What obligations apply on concluding the contract?

As the applicant, the insured person is obliged under Article 6 of the Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the insurance, the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss already sustained if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed fact. If benefits have already been paid for such losses, repayment may be demanded.

What are the other obligations of the insured persons?

The principal obligations of the insured persons include the following, for example:

- If a loss event occurs, it must be reported to ERV immediately.
- The insured person must co-operate in investigations by ERV, for example investigation of a claim (obligation to cooperate).
- If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses).

When does your insurance contract commence and end?

The insurance commences upon entry into the collective insurance contract (purchase of cancellation cost insurance for the event) and ends once the event has begun (entry or use of the ticket) or, if the event is postponed, on the date originally booked.

What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at www.erv.ch/datenschutz, you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad), as well as your rights.

When is there a right of cancellation?

The policyholder may cancel, in writing or any other text form, his application to conclude the contract or his declaration of acceptance of such contract. The period of cancellation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified ERV of the cancellation or submitted his notice of cancellation to the postal service on or by the last day of the cancellation period. The right of cancellation is excluded in the case of group personal insurance, provisional confirmation of cover and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can credibly make claims against ERV.

What else must be observed?

The specific insurance contract remains the determining factor in every case.

In cases of doubt about the interpretation and content of all documentation, the German version shall prevail.

General conditions of insurance (GCI)

1 Insured person

The lawful holder of the Ticketcorner insurance comprising the confirmation of the booking and these GCI is insured.

2 Special provisions, scope of application, period of application

The ticket protection is valid only if it is taken out in conjunction with the booking of the event. The insurance coverage applies in Europe, begins with the booking of the event ticket, and ends once the event has begun (entry or use of the ticket).

3 Insured events

- A ERV 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) unforeseen 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 24th 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 both caused by personal accident or by technical fault of the 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, ERV shall pay the resulting insured costs if participation has to be cancelled because of a unforeseen serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

4 Insured benefits and compensation

- A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the participation in the event. Previous or subsequent events are not taken into consideration.
- B ERV reimburses the cancellation costs (excl. administrative fee) which are effectively incurred if the insured person is unable to take part in the booked event because of the insured occurrence.

5 Postponement/relocation of the event by the organiser

- A ERV reimburses the costs in accordance with par. 4 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 par. 3, the following insured events also apply in par. 5, 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 ERV's claims Department (see par. 7 A) must be furnished immediately with the original entrance ticket and the official message (e.g. e-mail) from Ticketcorner or from the organiser with the notification of the postponement/relocation.

6 Exclusions

Benefits are excluded:

- a) if the organiser cancels the event or should have cancelled the event for objective reasons;
- 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) if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking and have not been resolved by the time of start of the event;
- d) in the event of cancellation pursuant to par. 3 A a) without a medical indication;
- e) in case of events connected with epidemics or pandemics;
- f) in events which occur on the occasion of participation in acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk.

7 Obligations in case of claim

- A Please contact the Insurance claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, www.erv.ch/claim, claims@erv.ch.
- B The insured must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss.
- C ERV must i.a. 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).
- D **In case of illness or accident, seek medical advice without delay; the doctor should be informed of the participation plans and his instructions followed. The insured person must release the physician who treated him from the duty of secrecy vis-à-vis ERV.**
- E In case of culpable violation of the duties in connection with a loss ERV has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in ERV with such duties.
- F ERV will not make any payments if false representations are made, facts are concealed or the obligations are omitted, if ERV suffers any loss as a consequence.

8 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 ERV instead of to the liable party, the insured person must assign his civil liability claims to ERV in an amount equivalent to its expenditure.

9 Further provisions

- A Claims superannuate 5 years after the claim.
- B The insured person may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- C Benefits wrongfully obtained from ERV shall be refunded to it, together with all resulting disbursements, within 30 days.
- D The provisions of the Insurance Contracts Act VVG and Swiss law shall apply.
- E ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.