

**Important document!**  
Make sure it's in your luggage!

# ERGO

Reiseversicherung

## Insurance certificate for Entry Ticket Insurance No. 085519 / 000009

**Insurer:** Your insurer is ERGO Reiseversicherung AG (ERV), Thomas-Dehler-Straße 2, D-81737 Munich, Germany; Registered office of the Company: Munich (HRB 42 000).  
Chairwoman of the Supervisory Board: Anja Berner;  
Board of Management:  
Sebastian Schmidtke (Chairman),  
Torsten Haase, Christine Voß  
VAT No. DE 129274536.  
Insurance Tax No. 802/V90802001324.

**Summonable Address:**

Thomas-Dehler-Straße 2, 81737 München

**Regulatory Authority:** Federal Financial Supervisory Authority, Graurheindorfer Straße 108, D-53117 Bonn, Germany

**What insurance benefits do you receive?**

The insurance covers the insured persons and events as specified in the included tariffs. The scope of the insurance benefit is based on the agreed sum insured, the relevant loss or damage, an agreed excess and, where applicable, any existing underinsurance. You can find further details on the type and scope of our benefits in our Terms and Conditions. The Terms and Conditions specified in VB-ERV/EK Sonder 2017 apply to this policy.

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**What do you have to know about the premium?**

The one-time premium is documented on the premium note or the travel confirmation for each insurance policy. It contains the statutory insurance tax. The premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance certificate. Please note the legal consequences of not paying the premium on time, which you can find under point 4 "What do you as the policyholder have to consider when making the premium payment?" in the General Terms and Conditions of Insurance VB-ERV/EK Sonder 2017.

**Can you withdraw from the insurance contract after it has been concluded?**

You can withdraw from your insurance contract within 14 days without giving reasons. Please note the following information on the right of withdrawal

- (1) You can withdraw from your insurance contract within 14 days in written form (e.g. letter, fax, e-mail) without giving reasons.
- (2) The withdrawal period begins with the notification of the conclusion of the insurance contract (= sending of the policy or insurance certificate), but not before you have received the insurance policy and the insurance conditions including the including the provisions on the determination or amendment -and these instructions on the right of withdrawal.
- (3) The declaration of withdrawal must be sent to:  
ERGO Reiseversicherung AG  
P.O. Box 80 05 45,  
D-81605 Munich  
E-mail: [contact@ergo-reiseversicherung.de](mailto:contact@ergo-reiseversicherung.de)  
To meet the withdrawal deadline, it is sufficient that you the declaration of withdrawal before expiry of the withdrawal period. The declaration is also effective if it in the possession of your insurance agent. reaches your insurance agent.
- (4) With the withdrawal, any insurance cover already granted and your future obligations arising from the insurance contract. If the insurer has already granted cover, the insurer shall be granted a premium corresponding to the period of cover. If you have already paid premiums to the insurer that exceed this premium, the insurer must repay them to you the insurer shall repay them to you without deductions.
- (5) Your right of withdrawal expires at the latest one month after you have received the insurance policy including including these instructions on the right of withdrawal unless these instructions are so incorrect that they deprives you of the opportunity to exercise your right of withdrawal under essentially the same conditions as if you had received the correct information.

**Start of Insurance Cover:** The contract begins with the acquisition of the entry ticket and/or voucher for amenities, however at the earliest with the conclusion of the insurance policy.

**End of Insurance Cover:** The insurance cover ends with the expiry of the insured period and terminates on entry to the relevant event.

**Which law is applicable to the contract?**

The insurance contract and its initiation shall be governed by Austrian law.

**Where can you assert your claims in court do?**

If you would like to clarify something from the insurance contract with us in court, you can choose between these places of jurisdiction: Munich or the court at the place of your domicile or habitual residence at the time the action is brought. If an insurance agent has brokered or concluded the contract or concluded the contract, the competent court for actions arising from the insurance relationship against the insurer is the court at the place where the insurance agent had his business establishment or, failing that, his place of residence at the time the contract was brokered or concluded. or, failing this, his place of residence.

**What is the language of the contract?**

**What applies to declarations of intent?**

Decisive for the contractual provisions and further information and communication during the The contract period is the German language. Declaration of intent Any changes or amendments require text form (e.g. letter, email). Verbal agreements are invalid.

ERGO Reiseversicherung AG



Schmidtke

Haase

### Information on data protection

**Hereinafter please find information on the processing of your personal data and on the rights you have in accordance with applicable data protection law.**

**Who is responsible for data processing?**

ERGO Reiseversicherung AG (ERV)  
Thomas-Dehler-Straße 2  
81737 Munich, Germany  
Telephone: +49 89 4166-1727  
Fax: +49 89 4166-2717  
Email: [contact@ergo-reiseversicherung.de](mailto:contact@ergo-reiseversicherung.de)

Should you have any questions, please contact our data protection officer at the above address or at: [datenschutz@ergo-reiseversicherung.de](mailto:datenschutz@ergo-reiseversicherung.de)

**For what purposes and on what legal basis will your data be processed?**

We will process your personal data in accordance with the EU General Data Protection Regulation (GDPR), with the German Federal Data Protection Act (BDSG), with the relevant provisions of the Act on Insurance Contracts (VVG) and with any and all other relevant laws

and regulations. In addition, our company accepted the "Code of conduct for the handling of personal data by the German insurance business" as binding, which sets out the above-stipulated laws and regulations in more detail and in a form that is tailored to the insurance business. If you would like to take out an insurance with our company, you will be obliged to disclose your personal data to us in order to allow us to conclude the contract and to assess the risks we are to accept. If an insurance contract is concluded, we shall process your data in order to issue the policy to you or to send you an invoice. In case of any damage and for the payment of insurance benefits, we shall require information in order to verify your insurance cover and to calculate the benefits you will receive. Without processing your personal data, an insurance contract cannot be concluded and/or executed.

In addition, we shall require your personal data in order to prepare insurance-specific statistics, e.g. for the development of new insurance tariffs or in order to fulfil regulatory requirements.

The legal basis for the processing of your personal data for precontractual and contractual purposes is article 6, para. 1b) of the GDPR. To the extent we require specific categories of personal data such as your health information, we shall obtain your consent in accordance with article 9, para. 2a) in conjunction with article 7 of the GDPR. The preparation of any statistics for such data categories shall be based on article 9, para. 2j) of the GDPR in conjunction with section 27 of the Federal Data Protection Act.

Another reason for the processing of your data is the protection of our legitimate interests or those of third parties (article 6, para. 1f) of the GDPR). This might be necessary:

- in order to guarantee IT security and IT operations;
  - in order to prevent and investigate criminal offences.
- In particular, we use data analyses in order to detect any indication of insurance fraud.

In addition thereto, we shall process your personal data in order to comply with our statutory obligations,

including but not limited to regulatory requirements, retention obligations in accordance with trade and tax law or our obligation to provide advice. In such case, the legal basis for the processing of your data shall be the statutory regulations in conjunction with article 6, para. 1c) of the GDPR.

#### Who are the recipients of your personal data?

##### Brokers:

If you use the services of an insurance broker, such broker shall process your personal data to the extent such data are required in order to conclude and execute the relevant contract. The broker shall disclose such data to us. We shall also disclose data to the broker to the extent such broker needs information in order to provide you with services and advice regarding your insurance and financial services matters.

##### Third-party service providers:

We cooperate with certain third-party service providers in order to fulfil our statutory obligations. The list

of service providers contains all companies with which we maintain lasting business relationships. Please go to [www.ergo-reiseversicherung.de](http://www.ergo-reiseversicherung.de) for the most current version.

#### How long do we store your personal data?

We shall store your data during the term of your contract. In addition, we shall store your personal data in order to fulfil our statutory obligations to provide evidence and our statutory retention obligations. Such obligations result from the German Commercial Code, the Fiscal Code and the Money Laundering Act. The retention periods have a duration of up to ten years.

#### What rights do you have?

You have a right to request information on, correction and deletion of your data and to demand restrictions of processing. Upon request, we shall provide you with the data you disclosed to us in a structured, customary and machine-readable format. Please contact us at the above-stipulated address if you wish to inspect or change any of your data.

#### Do you have any complaints regarding the processing of your data?

Please contact our data protection officer as stipulated above or the competent regulatory authority for data protection. The regulatory authority for data protection competent for our company is:

Bayerisches Landesamt für Datenschutzaufsicht (BayLDA)  
Promenade 27  
91522 Ansbach

#### Are automated decisions in the individual case possible?

Based on the information you provide regarding any insured loss and on the data stored in connection with your contract as well as any information provided in this regard by a third party, if any, we will make a fully automated decision on our obligation to pay benefits. Such fully automated decisions are based on our company's regulations on the weighting of information.

## Contact

If you have any questions on your insurance cover, our Service Centre will be pleased to assist you on

**+49 89 4166-1766**

from Monday to Friday between 8 a.m. and 7 p.m. and Saturday between 9 a.m. and 1 p.m.

##### E-Mail:

**[contact@ergo-reiseversicherung.de](mailto:contact@ergo-reiseversicherung.de)**

Internet: [www.ergo-reiseversicherung.de](http://www.ergo-reiseversicherung.de)

Address: ERGO Reiseversicherung AG  
Thomas-Dehler-Straße 2  
81737 Munich, Germany

## Important notice regarding claims

#### What should you do in the event of a claim occurring?

Report the claim immediately and submit all necessary documents online at:  
under <https://ergo-eventticket.digitalclaim.de/> or scan the QR code:



Evidence can be uploaded in the form.

#### The following evidence must always be submitted:

- Photo of the ticket
- The original voucher for amenities (if applicable)
- Order confirmation (e-mail) or delivery note
- Bank details
- the relevant evidence of the occurrence of the insured event in accordance with Clause 7 (e.g. medical certificate)

## Where can you direct your complaints to?

You can address your complaints to:

- Association of Austrian Insurance Companies, Information desk, Schwarzenbergplatz 7, 1030 Vienna, [www.vvo.at](http://www.vvo.at)
- Conciliation office for consumer transactions [www.verbraucherschlichtung.at](http://www.verbraucherschlichtung.at)  
The participation of the insurer in the conciliation procedure is not binding.
- Federal Minister of Labour, Social Affairs, Health and Consumer Protection, Stubenring 1, 1010 Vienna, [versicherungsbeschwerde@sozialministerium.at](mailto:versicherungsbeschwerde@sozialministerium.at)
- In addition, for consumer transactions concluded online, the European Commission's Internet platform Union for Online Dispute Resolution <https://ec.europa.eu/consumers/odr>

# Terms and Conditions for the Entry Ticket Insurance provided by ERGO Reiseversicherung AG (VB-ERV/EK Sonder 2017)\*

The provisions and glossary which follow apply to the Entry Ticket Insurance with ERGO Reiseversicherung AG, hereinafter referred to as „ERV“.

#### 1. Who is the insured person?

You are the insured person if you are the person named in the insurance documents or you belong to the group of persons described in them. As an insured person you have insurance cover.

#### 2. Who can be the →policyholder?

- 2.1 The →policyholder can be whoever has his/her permanent place of residence or registered office in Germany or another EU/EEA country.
- 2.2 If risk periods of up to four months are insured, the following applies: Anyone who makes his/her contractual declaration in Austria or in an EU/EEA country can be the →policyholder.
- 2.3 Proof that these requirements are met must be provided at our request. If they are not met, no insurance policy has been concluded despite payment of the premium.

#### 3. When does your insurance cover begin and end?

- 3.1 Your insurance cover begins with the conclusion of the insurance policy but not before the purchase of the entry ticket and/or a voucher for the →amenities
- 3.2 Your insurance cover ends at the end of the →event in question.

#### 4. As the policyholder, what do you need to pay when paying the premium?

- 4.1 The premium is due immediately upon conclusion of the insurance contract and is payable by you as the policyholder upon receipt of the insurance

policy. If you have issued a direct debit authorization, you must ensure that the premium can also be debited on the due date. In the case of payment by credit card, you must ensure that the credit card can be charged on the due date. can be charged. You must also ensure that a justified claim is not contested. If a premium that is due premium is repeatedly not collected you will be requested to pay in writing. An obligation to debit the premiums of the premiums then no longer exists. Payment is deemed to be on time if it is made immediately immediately after our request. If you have not issued a direct debit authorization, it is sufficient for the timeliness of the premium payment if you have done everything in good time to ensure that the premium is received. You transfer the premiums at your own risk and expense.

- 4.2 If the premium is not paid on time we may withdraw from the contract. We can only as long as the payment has not been effected. Our right of withdrawal is excluded if you are not responsible for the non-payment. You must prove this. If the premium still unpaid when the insured event occurs, there is no entitlement to the benefit. Our obligation to pay benefits exists, however, if you are not responsible for the non-payment. You must prove this. If you have authorized the premium collection, insurance cover is also provided in the event of non-payment of the premium.

This does not apply not apply if the bank would not have collected the premium on the due date due to a lack of cover. Furthermore, the waiver of benefits also even if you are only in arrears with no more than 10 % of the annual premium, but not more than 60 euros in arrears. In writing. An obligation to debit the premiums of the premiums then no longer exists. Payment is deemed to be on time if it is made immediately immediately after our request. If you have not issued a direct debit authorization, it is sufficient for the timeliness of the premium payment if you have done everything in good time to ensure that the premium is received. You transfer the premiums at your own risk and expense.

#### 5. What is insured?

- The insurance covers the entry ticket and / or the voucher for the →amenities you purchased and insured.
- 5.1 We will reimburse the price of the entry tickets including fees and / or the voucher for the →amenities to you if
    - a) there is a delay in →public transport by more than two hours and you miss more than half of the →event as a result.
    - b) you are unable to be present at the →event because an insured event as set out in section 5.2.1 occurred.

\* Important: The information contained in this English version of the Terms and Conditions for the Entry Ticket Insurance is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions for the Entry Ticket Insurance, the German original version, entitled: "Versicherungsbedingungen für die Versicherung von Eintrittskarten der ERGO Reiseversicherung AG (VB-ERV/EK 2017)" shall prevail at all times.

- 5.2 All the following conditions must be met so that you can receive the benefit detailed in 5.1 b):
- The insured event affects you or a risk person.
  - This event could not have been anticipated at the time the insurance was taken out.
  - You were unable to attend the →event because the insured event occurred before the start of the →event.
  - The insured event is such that you cannot reasonably be expected to attend the →event.
- 5.2.1 Which events are insured?  
The insured events are:
- Death.
  - A serious injury resulting from an accident.
  - An unexpected serious illness.
  - A date for donating or receiving organs and tissue as specified in the German transplantation law (Transplantationsgesetz).
  - Pregnancy.
  - Considerable damage to property due to: fire; burst pipes; →natural events; criminal action by a third party. The prerequisite is: Your presence or the presence of a risk person accompanying you is needed for the investigation.
  - Your relocation because of a new →employment relationship. The prerequisite is: You purchased the entry ticket before concluding your new contract of employment and the distance between the event venue and your new place of residence is more than 100 km.
- 5.2.2 Who are your risk persons? Your risk persons are:
- Your →relatives and the →relatives of your partner or spouse.
  - Carers who look after your minor →relatives or →relatives in need of care.
  - Your companions if you and the companions have jointly purchased and insured the entry tickets to an →event for a maximum of four persons and up to two additional minor children.
- 6. What is not insured?**  
We will not pay:
- If you do not attend the insured →event because the →event:
    - Takes place with a different line-up.
    - Is cancelled.
    - Is postponed.
  - In the case of a psychological reaction
    - to an act of war; civil unrest; an act of terrorism; an aviation accident.
    - to fear of acts of war; civil unrest; acts of terrorism.
  - In the case of addictive disorders.
- 7. What obligations do you have after the insured event has occurred?**
- 7.1 You or your legal successor (in the case of your death) are obliged to:
- Submit the original entry tickets and/or voucher to us →immediately. Ownership of the entry ticket passes on to us with our payment of compensation.
  - Submit the proof of insurance and documentation supporting payment for the entry ticket and/or voucher for the →amenities.
  - Submit a medical certificate with diagnosis and treatment in the event of: unexpected serious illness; serious injury resulting from an accident; pregnancy.
  - Provide evidence of all further insured events by submission of suitable documentation. You must also provide evidence of the delay in public transport and submit the ticket.
- 7.2 You must also:
- Avoid anything which could result in unnecessary costs (obligation to mitigate loss).
  - Notify the damage to us →immediately.
  - Describe the events leading to the claim and the consequences truthfully.
  - Allow us to carry out any reasonable investigation into the cause and amount of the damage and the extent of our liability.
  - Give us any relevant information truthfully.
- 7.3 We can request supporting documents if you can reasonably be expected to obtain them. The evidence submitted shall become our property. We reserve the right to request original receipts. You can reclaim these within a period of 6 weeks.

- 7.4 If we are unable to assess our obligation to pay in any other way and are therefore dependent on data from the attending physician, you must release the attending physician from the duty of confidentiality.
- 8. What consequences does a breach of obligations have?**  
If you violate your aforementioned obligations willfully or through gross negligence, we are released from the obligation to pay benefits. If the breach is not committed with the intention of influencing our obligation to pay benefits or impairing the determination of such circumstances that are recognizably significant for our obligation to perform, we shall remain we shall remain obliged to pay benefits insofar as the neither on the determination of the insured event nor on the determination or the scope of the or the scope of the benefits we are obliged to has had. If you have breached one of the aforementioned agreed obligations through mere negligence, we can only derive rights from this if you have previously received these Terms and Conditions of Insurance or another document in which you are informed of the the obligations are communicated to you.
- 9. When will you receive payment?**
- 9.1 Once we have established our liability you will receive the payment →immediately.
- 9.2 Costs that you have incurred in a foreign currency we will reimburse you in euros. The conversion of foreign currencies will be carried out, provided that the purchase of the relevant foreign currencies is proven, using the the proven exchange rate. If no proof is provided in this respect, the exchange rate on the day on which you paid the costs shall be used for the conversion of foreign currency, at the exchange rates published by the Austrian National Bank.
- 10. What applies if there are claims against third parties?**
- 10.1 If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to the detriment of the →policyholder.
- 10.2 Irrespective of any subrogation, you are obliged to assign these claims for compensation to us up to the amount of the payment we have made.
- 10.3 Are you entitled to claims for compensation from other insurance policies under private law or social insurance agencies? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.
- 11. Which law applies? Which court is responsible?**
- 11.1 This contract is governed by Austrian law.
- 11.2 If you wish to clarify something from the insurance contract with us in court, you can choose between choose between the following places of jurisdiction:
- Munich.
  - The competent court for the place of your your place of residence or habitual abode at the time the action is brought.
  - The competent court for the place of your place of business or the domicile of your agent, unless the agent was acting as a broker.
- 11.3 If we have to clarify something with you in court, the court at your place of residence or your habitual residence.
- 11.4 You have the option of addressing your questions or complaints to: Complaints office about insurance companies:  
Federal Ministry of Social Affairs,  
Health, Care and Consumer Protection  
Department III/3  
Stubenring 1  
1010 Vienna  
Tel. +43/1/71100/862501 or 862504  
Versicherungsbeschwerde@sozialministerium.at  
Association of Austrian Insurance Companies  
Information office  
Schwarzenbergplatz 7  
1030 Vienna.  
www.vvo.at

Arbitration board for consumer transactions  
www.verbraucherschlichtung.at  
Federal Financial Supervisory Authority (BaFin)  
Graurheindorfer Street 108  
D-53117 Bonn.

The insurer's participation in the arbitration procedure is not mandatory. Additionally for consumer transactions concluded online: Internet platform of the European Union for online dispute resolution on <https://ec.europa.eu/consumers/odr>

## 12. [Not applicable.]

## 13. What must you take into account when submitting a declaration of intent?

- 13.1 Notifications and declarations of intent must be made in writing unless otherwise explicitly specified. This applies to you and to us.
- 13.2 Please note that →insurance agents are not authorised to accept your notifications and declarations of intent.

## Glossary

### Amenities:

Amenities are optional additional services offered by the ticket provider such as parking reservations, food and beverage vouchers, dinner packages, upgrades and camping tickets.

### Employment relationship:

An employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions.

The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15 hours. It must be concluded for at least one year.

### Event:

Events are e.g. concerts, cabarets, sporting events. Meet & Greet, or the like.

### Immediately:

Without culpable delay.

### Insurance agent:

An insurance agent is the intermediary who concludes the insurance policy with the →policyholder as the representative of the insurer. The insurance broker, who represents the →policyholder, is not deemed to be the insurance agent

### Natural events:

Natural events are: explosions; storm; hail, lightning; high water levels; flooding; avalanches; volcanic eruptions; earthquakes; landslides.

### Policyholder:

The policyholder is the person who has concluded an insurance policy with us.

### Public transport:

Public transport relates to all vehicles licensed for public conveyance of passengers by air, land and sea. Vehicles used for tours / air tours, hire cars, taxis and cruise ships are not deemed public transport.

### Relatives:

Relatives are:

- Your spouse or civil partner; your partner living in cohabitation.
- Your children; parents; adopted children; adoptive parents; foster children; foster parents; step children; step parents; grandparents; siblings; grandchildren; aunts; uncles; nieces; nephews. parents-in-law; sons and daughters-in-law; brothers-in-law; sisters-in-law.