

# Your Insurance Certificate for Entry Ticket Insurance

No 018620 000000 – 1905

# ERGO

Reiseversicherung

## Information on the insurer

### Who are we?

Your contracting partner is  
ERGO Reiseversicherung AG (ERV),  
Thomas-Dehler-Straße 2, 81737 Munich, Germany.

Chairman of the Supervisory Board: Dr. Clemens Muth  
Board of Management: Richard Bader (Chairman),  
Torsten Haase, Christine Voß  
Registered Office of Company: Munich  
Commercial Register: Amtsgericht München  
HRB 42 000, VAT Reg. No. DE129274536  
Insurance Tax No. 802/V90802001324

### What is our core business?

The core business of our Company is providing all types of travel insurance.

## Information on the benefits

### What insurance benefits do you receive?

The insurance covers the insured persons and entry tickets as specified in the included tariffs. You will find the scope of benefits covered by your rate under "Benefits". 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 2017 apply to this policy.

### When will you receive payment?

Once we have determined our liability, you will receive the payment immediately.

### 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 includes the relevant insurance tax. The insurance tax for property insurance is 19%. The premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance certificate.

**Please note:** No benefits will be paid if you are in arrears with the payment of the one-time premium when the insured event occurs.

## Information on the policy

### How is the contract concluded?

#### When does your insurance cover begin?

The contract starts once the insurance has been taken out. The cover begins with the acquisition of the entry ticket, however, at the earliest with the conclusion of the insurance policy.

#### Do you have a right of revocation?

For insurance contracts with a term of at least one month, you have a right of revocation. Please refer to the revocation notice on page 2

### How can the contract be terminated?

#### When does your insurance cover end?

You do not have to cancel your policy. It expires automatically. The insurance cover ends with end of the event.

### What law will be applicable to the policy?

Where legally permitted, German law will apply to this insurance policy and preparations leading up to it.

### At what court can you assert your claims?

If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between these courts of jurisdiction: Munich or the court at your place of residence or your permanent place of residence at the time the complaint is filed.

### What is the contract language?

#### What applies to declarations of intent?

The German language is relevant for the policy provisions and further information as well as the communication during the term of the contract. Declarations of intent must be in writing (e.g. letter, email). Verbal agreements are invalid.

### Which supervisory authority is responsible?

You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn.

ERGO Reiseversicherung AG



Bader



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

Should you have any questions, please contact our data protection officer at the above address or at: 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.

### Can you revoke the conclusion of your policy?

You have the right to revoke insurance policies which have a term of at least one month. Please take note of the following revocation notice.

#### Revocation Notice

##### Section 1

#### Right of revocation, consequences of revocation and special instructions

##### Right of revocation

**You may revoke your contractual declaration in text form (e.g. letter, fax, e-mail) within a period of 14 days without giving reasons. The revocation period begins after you have received**

- **the insurance policy,**
- **the contract conditions,** including the general terms and conditions of insurance applicable to the contractual relationship, these in turn including the tariff provisions,
- **this notice,**
- **the insurance product information document,**
- **and the further information listed in Section 2, in text form.**

**The timely dispatch of the revocation is sufficient to comply with the revocation period. Please address the revocation to:**

**ERGO Reiseversicherung AG,  
Thomas-Dehler-Str. 2, 81737 Munich,  
Email: [contact@ergo-reiseversicherung.de](mailto:contact@ergo-reiseversicherung.de)**

##### Consequences of revocation

**In the event of an effective revocation, the insurance cover shall end and the insurer shall refund to you the part of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance cover shall commence before the end of the revocation period. In this case, the insurer may retain the part of the premium that is attributable to the period up to receipt of the revocation; this is the amount calculated on a pro rata basis according to days. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the revocation.**

**If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of any benefits received and the surrender of any benefits derived (e.g. interest).**

**If you have effectively exercised your right of revocation with regard to the insurance contract, you shall also no longer be bound by any contract related to the insurance contract. A related contract exists if it is related to the revoked contract and concerns a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded.**

#### Special instructions

**Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.**

##### Section 2

#### Listing of further information required for the start of the deadline

With regard to the further information referred to in Section 1 Sentence 2, the information requirements are detailed below:

#### Information requirements for all classes of insurance

The insurer must provide you with the following information:

1. the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding register number must also be indicated;
2. the summonable address of the insurer and any other address relevant to the business relationship between the insurer and you, in the case of legal persons, associations of persons or groups of persons also the name of an authorized representative; insofar as the notification is made by transmitting the contractual provisions including the General Conditions of Insurance, the information must be in a highlighted and clearly devised form;
3. the core business activity of the insurer;
4. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
5. the total price of the insurance, including all taxes and other price components, whereby the premiums must be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, which will enable you to verify the price;
6. a) any additional costs incurred, stating the total amount to be paid, as well as any possible further taxes, charges or costs not paid through or billed by the insurer;  
b) all costs incurred by you for the use of remote means of communication, if such additional costs are charged;
7. details regarding payment and fulfilment, in particular the method of payment of premiums;
8. the limitation of the period of validity of the information provided, for example, the period of validity of limited offers, especially with regard to the price;
9. information on how the contract is concluded, in particular on the start of the insurance and the insurance coverage, as well as the duration of the period during which the applicant is to be bound by the application;

10. the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; insofar as the notification is made by transmitting the contractual provisions, including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly devised form;
11. a) information on the term of the contract;  
b) information on the minimum term of the contract;
12. information on the termination of the contract, in particular on the contractual terms of termination including any contractual penalties; if the notification is made by transmitting the contractual provisions including the General Terms and Conditions of Insurance, the information must be in a highlighted and clearly devised form;
13. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;
14. the law applicable to the contract, a contractual clause on the law applicable to the contract or on the competent court;
15. the languages in which the terms and conditions of the contract and the advance information referred to in this section will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
16. possible access for you to an out-of-court complaint and redress procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;
17. name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

End of the revocation notice

Important: The information contained in this English version of the Revocation notice is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Revocation notice, the German original, entitled: **“Widerrufsbelehrung”** shall prevail at all times.

### Important information for claims

(the Terms & Conditions VB-ERV/EK 2017 apply)

#### What to do in every case of a claim?

Keep the damage to a minimum and report the claim immediately to:

ERGO Reiseversicherung AG  
Leistungsabteilung  
Postfach 80 06 20  
81606 München

### 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:  
unter <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(s)
- Order confirmation (e-mail) or invoice
- Bank details
- the relevant evidence of the occurrence of the insured event in accordance with Clause 7 (e.g. medical certificate)

# Terms and Conditions for the Entry Ticket Insurance provided by ERGO Reiseversicherung AG (VB-ERV/EK 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 Germany 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 tickets.
- 3.2 Your insurance cover ends at the end of the event in question.

## 4. What must you take into account when paying the premium?

- 4.1 Deviating from § 33 para. 1 German Insurance Contract Act (VVG), the one-time premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.
- 4.2 If the premium has not been paid at the time of the insured event we will not pay any benefits. This does not apply if the →policyholder is not responsible for the non-payment.
- 4.3 If you pay by direct debit, the following applies: The payment is considered to be on time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the →policyholder, then the payment is still on time if it is made →immediately after a request for payment has been issued in writing.

## 5. What is insured?

The insurance covers the entry ticket you purchased and insured.

- 5.1 We will reimburse the price of the entry tickets including fees 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.
- 5.2 All the following conditions must be met so that you can receive the benefit detailed in 5.1 b):
  - A) The insured event affects you or a risk person.
  - B) This event could not have been anticipated at the time the insurance was taken out.
  - C) You were unable to attend the event because the insured event occurred before the start of the event.
  - D) 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:

- A) Death.
- B) A serious injury resulting from an accident.
- C) An unexpected serious illness.
- D) A date for donating or receiving organs and tissue as specified in the German transplantation law (Transplantationsgesetz).
- E) Pregnancy.
- F) 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.
- G) 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:

- A) Your →relatives and the →relatives of your partner or spouse.
- B) Carers who look after your minor →relatives or →relatives in need of care.
- C) 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:

- 6.1 If you do not attend the event because the event:
  - A) Takes place with a different line-up.
  - B) Is cancelled.
  - C) Is postponed.
- 6.2 In the case of a psychological reaction
  - A) to an act of war; civil unrest; an act of terrorism; an aviation accident.
  - B) to fear of acts of war; civil unrest; acts of terrorism.
- 6.3 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:
  - A) Submit the original entry tickets to us →immediately. Ownership of the entry ticket passes on to us with our payment of compensation.
  - B) Submit the proof of insurance and documentation supporting payment for the entry ticket.
  - C) Submit a medical certificate with diagnosis and treatment in the event of: unexpected serious illness; serious injury resulting from an accident; pregnancy.
  - D) 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:
  - A) Avoid anything which could result in unnecessary costs (obligation to mitigate loss).
  - B) Notify the damage to us →immediately.
  - C) Describe the events leading to the claim and the consequences truthfully.
  - D) Allow us to carry out any reasonable investigation into the cause and amount of the damage and the extent of our liability.
  - E) Give us any relevant information truthfully.
- 7.3 You must submit originals of supporting documents and, where appropriate, release doctors providing treatment from their obligation to maintain confidentiality. The release from obligation to maintain confidentiality is only binding for you if knowledge of the data is required to assess our obligation to pay out or the scope of our benefits.

## 8. What consequences does a breach of obligations have?

We are not obliged to make a payment if you fully breach one of the above obligations. In the case of gross negligence we may reduce our payment in proportion to the severity of your fault. This does not apply if you prove to us that you did not breach the obligation with gross negligence. Your insurance cover remains effective if you prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the extent of the benefit. In so far as you fraudulently breach an obligation, we are under no obligation whatsoever to make any payment.

## 9. When will you receive payment?

- 9.1 Once we have established our liability you will receive the payment →immediately.
- 9.2 Any costs which you have incurred in a foreign currency will be reimbursed in Euros. The exchange rate will be based on the rate applicable on the day on which you paid these costs.

## 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 and which place of jurisdiction applies? Which complaint options do you have?

- 11.1 Where legally permitted, German law will apply to this policy.
  - 11.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction:
    - A) Munich.
    - B) The court at your place of residence or your habitual residence at the time the complaint is filed.
  - 11.3 If we need to clarify something with you in court, the court at your place of residence or your habitual residence will be responsible.
  - 11.4 You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn.
  - 11.5 We do not participate in dispute settlement procedures before a consumer conciliation board.
- ## 12. Which limitation periods must you take into account?
- 12.1 Your claims arising from the insurance policy are normally subject to a limitation period of three years. The period is calculated according to the provisions of the German Civil Code (BGB).
  - 12.2 Have you notified your claim to us? In this case the limitation period is suspended until you receive our decision in writing.

## Glossary

### 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.

### Immediately:

Without culpable delay.

### 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:

- A) Your spouse or civil partner; your partner living in cohabitation.
- B) 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.