

POLICY CONDITIONS FOR TICKET INSURANCE (PP-VST-1004)

1. INTRODUCTION

- 1.1. The Insurer of private insurance of tickets (henceforth only "the Insurance" is Evropská Cestovní Pojišťovna, a. s., with its registered office at Křižíkova 237/36a, 186 00 Praha 8, Reg. No. 49240196, listed in the Company Register of the Municipal Court in Prague, part B, file 1969. The insurance industry supervision is exercised by the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, the Czech republic.
- 1.2. The Insurance Policy and the legal relations arising therefrom are subject to the laws of the Czech Republic. Any disputes arising from the Insurance in case of an action brought by the Policy Holder or the Insured the respective court of general trial jurisdiction is the petitioner, and in case of an action brought by the Insurer is the court of general trial jurisdiction the defendant.
- 1.3. The Insurance is contracted as loss insurance and is subject to the provisions of Act No. 37/2004 Coll., on insurance policies (hereinafter only the "Act"), the Civil Code, and other common, generally binding legal regulations of the Czech Republic, General and Special Insurance Conditions, and the Insurance Policy.

2. PERIOD OF COVER

- 2.1. The Insurance Contract is concluded upon the premium payment in the amount stipulated in the draft Insurance Contract.
- 2.2. The cover commences with purchase of the ticket and with the premium payment, but not before the Insurance Contract is concluded. The cover expires at the moment of entering the Event

3. OBLIGATIONS OF THE INSURED

- 3.1. In the Event that a loss (i.e., insurance) event occurs, the Insured or other entitled person (henceforth only "the Insured") is obliged, in addition to other obligations stipulated by the law: notify the Insurer in writing that a loss event has occurred, give us a true explanation thereof, and provide evidence of its occurrence and the scope thereof
- 3.1.2. simultaneously with the loss event notification submit the insurance documentation, original of the unused ticket, ticket receipt, as well as any other documentation the Insurer may request.
- 3.1.3. in case of illness or injury submit a report from an attending physician issued before the date of the Event as well as a proper medical documentation specifying reasons for absence from the Event. And in case of need grant the Insurer a consent to verify health condition of the Insured through reports and medical documentation requested from a medical facility or attending physicians
- 3.1.4. in case of death submit a death certificate
- 3.1.5. submit a police report, new employer's statement and/or other credible documentation proving causes for the loss event, if the absence from the Event is for reasons other than illness, injury or death

4. OBLIGATIONS OF THE INSURER

- 4.1. In addition to other obligations stipulated in legal regulations, the Insurer is obliged:
- 4.1.1. upon receiving a notification of a loss event, without undue delay, to start investigating the scope of its obligation to settle the claim;
- 4.1.2. to complete the investigation within three months following the notification; if unable to complete the investigation within this period of time, the Insurer shall be obliged to inform the Insured of the reasons for the delay and provide the Insured with a reasonable advance payment. The period will be halted, if the investigation is impossible or impeded due to a

- 4.1.3. fault of the Insured to return documentation, if the Insured requests so
- 4.1.4. to inform the Insured of the results of the investigation necessary for assessment of the settlement
- 4.1.5. to observe the rule of confidentiality with respect to circumstances acknowledged while taking out the Insurance or during its administration, as well as while investigating a loss event; this information may only be disclosed with the concerned person's consent, or if the relevant legal regulations so stipulate

5. VIOLATION OF OBLIGATIONS AND CONSEQUENCES THEREOF

- 5.1. If the Insured breaches obligations stipulated in the Policy Conditions or legal regulations, the Insurer is entitled to reduce the indemnification according to the effect that the breach of obligations had on the occurrence of the insurance event, on its progress, or aggravation of the scope of its consequences, and on determining compensation liability of the Insurer.
- 5.2. The Insurer is entitled to deny a claim of the Insured in full, if the Insured deliberately provides the Insurer with false or grossly distorted details on the scope of the insurance event, or suppresses any substantial information when filing the claim.

6. INSURED RISK, SCOPE OF COVER, LOSS EVENT

- 6.1. The Insurance is taken out for cases when the Insured is unable to attend the Event for serious acute illness or injury requiring hospitalization or staying in bed, according to the attending physician, of the Insured or his/her next of kin
- 6.1.1. death of any of the above mentioned persons
- 6.1.2. health complications due to pregnancy
- 6.1.3. substantial damage incurred to home of the Insured due to a fire, explosion, flowage, avalanche, earthquake, landslide, flood or crime committed by a third party, provided that it can be proven that an immediate presence of the Insured at the time of the Event is evidentiary indispensable for minimization of damages or assessing the damage.
- 6.1.5. change of address due to a new employment if the ticket was purchased prior to signing the new employment contract, and if the distance between the new domicile and the Event's venue exceeds 100 km.
- 6.2. The coverage commences only if the Insurance is taken out not later than one working day after the ticket purchase.
- 6.3. The Insurer is obliged to pay compensation only if the event resulting in loss occurs within the period of cover
- 6.4. An insurance event is a random event specified in the article 6.1. of these Policy Conditions, which occurred during the period of cover and constitutes Insurer's liability to indemnify.
- 6.5. If a person, who the Insured purchased the ticket and intended to visit the Event together with and who is not a next-of-kin to the Insured, is unable to attend the Event under the conditions specified in the article 6.1 of these Policy Conditions, the Insurer will pay compensation only in case should the Insured have to attend the Event alone

7. EXCLUSIONS FROM COVER

- 7.1. The Insurance does not provide coverage in case of:
- 7.1.1. cancellation or change in date of the Event
- 7.1.2. psychosomatic illness based on a reaction to an act of terrorism, commotion, riots or eventually anxiety about the aforementioned intentional actions of the Insured
- 7.1.3. acute disease or an injury which has been existing at the time of concluding the insurance contract
- 7.1.5. chronic illness

- 7.1.6. facts that were or could have been known to the Insured at the time of taking out the Insurance.

8. COMPENSATION SETTLEMENT

- 8.1. The total indemnity (i.e. the maximum compensation liability of the Insurer) is the price of the ticket, not more than 50 000 CZK, however.
- 8.2. If the premium was not paid at the time of the insurance event the claim for compensation does not apply.
- 8.3. If the price of the ticket reaches 5 000 CZK or more the Insured participates by a 20%-self-risk in the compensation amount in case of a loss event. The self-risk would be deducted from the total amount of the compensation by the Insurer.
- 8.4. The Insurer shall pay settlements in the domestic currency.
- 8.5. The settlement is payable within 15 days following completion of the investigation necessary for assessment of the extent of the Insurer's obligation to settle. Loss event investigation is completed as soon as the Insurer informs the Insured of the results thereof or discusses the results with the Insured.

9. DEFINITION OF TERMS

- 9.1. For the purposes of the Insurance, the following definitions apply
- 9.1.1. **Event** is a theatre performance, concert or any similar performance, sports events (e.g. sports contests or matches) for which the tickets have been purchased through an official sale
- 9.1.2. **chronic illness** is a condition that develops slowly and lasts a long time (contrary to an acute condition), which existed when the Insurance Policy was contracted, whereby the health condition was not stabilized and need for medical treatment could have been anticipated before the date of the Event, i.e., an illness that required hospitalization in the course of last 6 months or progressed or required substantial adjustment of medication; the term "chronic" does not necessarily mean that the condition is incurable
- 9.1.3. **Next-of-kin** is a direct relative, spouse, sibling, parent-in-law; other persons, such as member of the family or the like shall be considered entitled, if the injury incurred to one of these persons can be justifiably considered one's own injury; common-law relationship shall be considered equal to marriage
- 9.1.4. **Policy Holder** is the person who concluded the Insurance Contract with the Insurer and is obliged to pay the premium
- 9.1.5. **Loss insurance** is insurance that entitles to indemnification of losses incurred due to the loss event
- 9.1.6. **The Insured** is a person whose assets are covered under the Insurance and who is entitled to a compensation in case of insurance event (i.e. person who paid for the ticket)
- 9.1.7. **Loss event** is an occurrence resulting in a loss that may constitute entitlement to a compensation

INFORMATION ABOUT INSURANCE POLICIES

(§ 66 of Act 37/2004 Coll., on insurance policies)

INSURER

Evropská Cestovní Pojišťovna, a. s., with its registered office at Křižíkova 237/36a, Praha 8, Česká republika, corporate identification number 49240196, entered into the Commercial Register of the Municipal Court in Prague, Section B, Insert 1969.

SUPERVISION OVER THE INSURANCE SECTOR

Czech National Bank, Na Příkopě 28, 115 03 Praha 1

APPLICABLE LAW

The Insurance Policy and the legal relations arising therefrom are subject to the laws of the Czech Republic.

COMPLAINTS HANDLING

Complaints regarding the insurance can be sent in writing to the attention of the insurer's supervisory board or to the Insurance Supervision sector of the Czech National Bank.

PERSONAL DATA PROCESSING

For the purposes of taking out an insurance policy and insurance claims handling, the insurer is entitled to process (collect and store data on data carriers, search, use, keep, sort or combine, block or destroy) the personal data of insureds and policy bearers (i.e., name and surname, ID number, birth certificate number or date of birth, address). In the case of a medical claim, the insurer is also entitled to collect confidential data concerning the medical condition of the insured. If the insured denies the

insurer access to this personal data, the insurance policy cannot be taken out, and claims handling cannot be provided. The insurer is entitled to make personal data accessible to third parties only in exceptional cases and solely in connection with claims handling. The insureds are entitled to be informed as to how their personal data are processed (on payment of a fee for this service). The insureds are also entitled to make corrections of personal data, provide explanations, or refuse access if they believe that the insurer processes their personal data in conflict with their personal data protection or in conflict with the law. If the insurer declines to accept this requirement, the insureds can contact the Office for Personal Data Protection. The insurer can store personal data for the period for which the obligations arising or related to the insurance policy exist.