

Ticket Cancellation Insurance Conditions

Company: CM.com Ticket Guarantee N.V.
Insurance: Ticket Cancellation Insurance

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1. Definitions

In the policy and in these terms and conditions, the following definitions shall apply:

- 1.1. CM.com Ticket Guarantee: CM.com Ticket Guarantee N.V. having its registered office in Breda at Konijnenberg 30, 4825 BD.
- 1.2. interested party: the person or persons mentioned on the policy schedule and/or the insured ticket.
- 1.3. event: performance, concert, festival or similar event.
- 1.3. ticket: ticket purchased for an event.
- 1.4. force majeure: if an event is prevented from taking place due to a situation attributable to any of the following causes (which causes are hereinafter referred to as "force majeure"), accident, riot, war, act of terrorism, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil disturbance, failure of communications facilities, failure of the internet service provider, natural disasters, acts or omissions of government, changes in laws or ordinances, strike, fire, explosion, or general lack of raw materials or energy.
- 1.5. premium: premium, charges and insurance tax paid by the interested party for the insurance.
- 1.6. platform: the party on whose platform tickets are offered.
- 1.7. policy schedule: the proof of insurance, which you will receive from CM.com Ticket Guarantee after taking out the insurance.
- 1.8. policy number: the policy number, reference number and/or order ID shown on the policy schedule.

2. Period of validity

The cancellation insurance starts on the date mentioned on the policy schedule and ends at 00:00 on the day the event starts. This cancellation insurance can only be taken out at the same time as a ticket.

3. Premium

3.1. Payment

Interested party is obliged to pay the premium to the platform when taking out the cancellation insurance. The cancellation insurance starts only after payment of the premium.

3.2. Refund

There is no right to a refund of the premium unless (i) the insurance is cancelled within the cooling-off period of 14 days after taking out the cancellation insurance or (ii) in the event of cancellation by the organization of the event with the exception of cancellation due to force majeure.

4. Coverage area

4.1. The cancellation insurance is valid for events held in the Netherlands.

4.2. We only insure residents of the Netherlands. Interested parties must actually reside in the Netherlands during the term of the insurance.

5. Coverage

5.1. Subject to the exclusions listed in Article 7, an entitlement to payment arises in the event of cancellation as a result of an uncertain event as referred to in Articles 5.1.1 to 5.1.6 as a result of which the event cannot be attended. The right to payment exists for all interested parties, on the understanding that the right to payment is maximized with due observance of the provisions of Article 6.1.

5.1.1. Death, serious illness or serious accident/injury of interested party.

5.1.2. Death, serious illness or serious accident/injury resulting from an accident of family members in the 1st or 2nd degree or household members of the interested party.

5.1.3. Complications in pregnancy of interested party or partner.

5.1.4. Material damage (damage to things/tangible objects) to the (rental) home of the interested party, making his/her presence urgently necessary.

5.1.5. A medically necessary operation that the interested party, his partner or a child living with him may unexpectedly undergo.

5.1.6. (aggravation of an existing) illness or injury of a family member in the 1st degree, who therefore needs urgent care from the interested party and no one else but the interested party can provide this care.

6. Payout

6.1. We reimburse the amount for the ticket shown on the purchase form.

6.2. Payment will be made after deduction of possible refunds.

7. General exclusions

7.1. No cover will be granted if the interested party:

7.1.1. makes a false statement and/or misrepresents the facts and CM.com Ticket Guarantee would not have taken out insurance if it had known the true state of affairs.

7.1.2. fails to comply with any of its obligations under this cancellation insurance.

7.1.3. does not cancel the tickets after the occurrence of an insured event and notification thereof to CM.com Ticket Guarantee, as referred to in Art. 8.1.7.

7.2. No cover will be provided for a claim resulting from an event:

7.2.1. which is directly or indirectly related to:

- molestation, which is defined as armed conflict, civil war, insurrection, civil commotion, riot and mutiny. The six forms of acts of war referred to above, and the definitions thereof, form part of the text filed by the Dutch Association of Insurers on November 2, 1981 at the Registry of the District Court in The Hague;
- nuclear reaction, which is understood to mean any nuclear reaction in which energy is released; - seizure and confiscation;
- knowingly attending hijacking, hi-jacking, strike or act of terrorism; - an epidemic or pandemic; or - natural disasters.

7.2.2. occurring or made possible by intent, gross negligence or the will of the interested party

7.2.3. which is (in)directly related to suicide of the interested party or attempted suicide of the interested party

7.2.4. in or as a result of participating in or committing, or attempting to commit, a crime

7.2.5. if an event is rescheduled by the organizer to another date or time and this is the reason for the cancellation.

7.2.6. if (expected) weather conditions are the reason for the cancellation.

8. Obligations in case of an event as mentioned in art. 5.

8.1. Interested party is obliged to:

8.1.1. do everything reasonably possible to prevent, reduce or limit damage;

8.1.2. in the event of accident or illness to seek medical assistance immediately or as soon as can reasonably be expected of the interested party and to refrain from doing anything which might promote recovery;

8.2. The Interested Party shall also be obliged to:

8.2.1. provide all reasonable cooperation to requests from CM.com Ticket Guarantee regarding facts and circumstances invoked by the interested party to obtain coverage and to provide these facts and circumstances truthfully;

8.2.3. prove the circumstances leading to a request for coverage;

8.2.4. provide original documentary evidence

8.2.5. cooperate in recovering from third parties, possibly by assigning claims of the interested party from third parties, and in providing necessary authorizations.

8.3. Following an event, resulting in cancellation, the interested party shall notify CM.com Ticket Guarantee as soon as reasonably possible, but no later than 5 working days after the occurrence of the event, by sending a fully completed and signed claim form.

8.4. Notifications made with a report as mentioned in 8.2 also serve to determine the damage and the right to payment.

8.5. The tickets in respect of which the interested party wishes to receive payment shall be cancelled by the organizer of the event within two working days after the notification to CM.com Ticket Guarantee as referred to in Article 8.3.

8.6. If the interested party acts in violation of its obligation under articles 8.1, 8.2 and 8.3, CM.com Ticket Guarantee may reduce the payment by the damage it suffers as a result. However, if CM.com Ticket Guarantee has been harmed in its interest by non-compliance with the obligation under Articles 8.2 and 8.3, the right to payment will be completely lost.

8.7. If the interested party has failed to comply with an obligation as referred to in articles 8.2 and 8.3 with the intention of misleading CM.com Ticket Guarantee, the right to payment will lapse entirely.

9. Compensation

CM.com Ticket Guarantee is charged with the settlement of damage, partly based on the data and information provided by the interested party.

10. Double ticket guarantee

If, when this ticket guarantee did not exist, a claim could be made for payment under any insurance policy relating to cancellation of an event as a result of an event described in article 5, whether or not of an older date, or on the basis of any law or other provision, this cancellation insurance policy will only be valid in the last instance. Then only that loss which exceeds the amount which the interested party could claim elsewhere will be eligible for payment.

11. Entitlement

11.1. Entitlement to benefit only exists for interested party. If the interested party dies, the natural person(s) acting as his heir(s) will also be entitled to payment. An heir must at all times submit a certificate of inheritance.

11.2. Payment will be made to one interested party (unless other interested parties have objected to this in writing to CM.com Ticket Guarantee before payment of the payment), or to the party through whose mediation the cancellation insurance is effected.

12. Limitation period and right to payment

Any right to payment vis-à-vis CM.com Ticket Guarantee with regard to the relevant claim expires after 3 years. This period commences on the day on which CM.com Ticket Guarantee has sent the final opinion in writing.

13. Notifications

Notifications by CM.com Ticket Guarantee to interested parties will be sent to the last address known to CM.com Ticket Guarantee or to the address of the person who arranged the cancellation insurance.

14. Disputes/complaints

Disputes and/or complaints arising from this insurance or insurance conditions can be submitted to:

14.1. in the first instance CM.com Ticket Guarantee, Konijnenberg 30, 4825 BD Breda, the Netherlands.

14.2. if the complaints procedure under article 14.1 does not yield a desired result, the Insurance Complaints Institute Foundation, PO Box 93560, 2509 AN The Hague www.kifid.nl.

14.3. the competent court in the Netherlands at the choice of the interested party.

15. Choice of law

This agreement shall be governed by Dutch law.

16. Personal data

When applying for cancellation insurance, personal data are requested. These are processed by CM.com Ticket Guarantee for the purpose of entering into and executing the agreement with the interested party; to prevent and combat fraud vis-à-vis financial institutions; for statistical analysis and to be able to comply with statutory obligations. The processing of personal data is subject to the 'processing of personal data' regulation included in Appendix 1. The regulations have been drawn up in accordance with the Code of Conduct on Processing Personal Data by Financial Institutions. The full text of the code of conduct can be viewed on the website of the Dutch Association of Insurers, www.verzekeraars.nl.

Ticket Cancellation Insurance

Appendix 1: Processing of personal data

Company: CM.com Ticket Guarantee N.V.
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Privacy and personal data

This statement explains what personal data we collect, how and why we do so, and with whom this data is shared.

1. Who are we?

We are CM.com Ticket Guarantee N.V., established in Breda at Konijnenberg 30, 4825 BD.

CM.com Ticket Guarantee N.V. is responsible for the protection of personal data. To this end, we comply with the law and data protection regulations.

2. What personal data do we collect?

If you take out insurance with us, we collect and process the following personal data:

- Name, address and place of residence.
- Date of birth and age.
- Contact information (phone number, e-mail address, etc.).
- Payment details (credit card, bank account number, etc.).
- Coverage details of policies taken out.- When using the website: type of device, browser, language, date, time and IP address.
- Results of fraud and/or penalty screening.

3. How do we use personal data?

We use your data to execute the insurance agreement you have concluded with us.

For this we do not need your explicit consent. We process personal data to execute and fulfill the agreement and/or to comply with obligations under the law.

For example, if the processing of data is necessary:

- To conclude or perform an agreement.
- To protect your interests or those of another.
- To comply with legal obligations.
- For a task of general interest.
- Because we (or other parties) have a legitimate interest in doing so, except when the interests of you or a data subject outweigh the interests of you.

4. Who has access to your personal data?

We ensure that your personal data is processed in a manner appropriate to the above purposes. To this end, your data may be disclosed to the following parties: public authorities and other insurers.

All of these parties are responsible for protecting your data.

We may also share your data with parties we have commissioned to process it. These are: consultants, experts, lawyers, and service providers. These parties may only use your personal data for the performance of the contract.

Finally, we may share data to comply with the law. For example, to the Financial Services Complaints Institute (Kifid) when you have filed a complaint here about our products or services. We may also share data with Stichting CIS in the context of fraud prevention.

5. Where will my personal data be processed?

CM.com Ticket Guarantee N.V. is established in the Netherlands and insures Dutch events. Your data will be processed in the Netherlands. We never give your personal data to parties that do not have the rights to process it.

6. What are your rights around your personal data?

If allowed by law, you have the right to:

- Request access to your personal data. This may include questions about how we obtained the data and why it is being processed.
- Withdraw your consent to the processing of your personal data.
- Change your personal data, for example if you have moved.
- To ask to remove your personal data from our system. For example, if we no longer need them for the above purposes and we are not legally obliged to keep your data longer.
- To ask us to restrict the processing of your personal data. For example, when you have doubts about the accuracy of your data. The restriction then applies to the period in which we check the accuracy.
- To receive your personal data digitally, for yourself or for a new insurer.
- Filing a complaint with us and/or the Personal Data Authority.

If you want to make use of this, you can contact us. You can find our contact details at point 9. Please include your name, e-mail address, policy number (if you have one) and your question.

7. How can you object?

You can object to the further processing of your personal data or ask us to stop. We will comply with your request, except if we have permission by law for further processing. If you wish to object, please contact us. You can find our contact details at point 9.

8. How long do we keep your personal data?

We retain personal data for seven years from the date the insurance ends, unless a shorter or longer retention period is required (by law). We use the data only for purposes for which we received it.

9. How can you contact us?

If you have any questions about how we use your personal information, please contact us by email or post:

CM.com Ticket Guarantee N.V.

Attn: Consumer Desk
Konijnenberg 30
4825 BD Breda
E-mail: ticketguarantee@cm.com