

# Pre-contractual Information

## Ticket Cancellation Insurance



Name: ERV Evropská pojišťovna, a. s.  
Reg. office: Křižíkova 237/36a, 186 00  
Prague 8, Czech Republic,  
ID Number: 492 40 196  
Entry: Commercial Register of the Municipal  
Court in Prague, Section B, File 1969  
Website: [www.ERVpojistovna.cz](http://www.ERVpojistovna.cz)  
Phone: (+420) 221 860 860  
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**Subject of business**  
Insurance activities under Act No. 277/2009  
Coll., Insurance Act

**Information about financial standing**  
[www.ERVpojistovna.cz/cs/informace-o-cinnosti-pojistovny](http://www.ERVpojistovna.cz/cs/informace-o-cinnosti-pojistovny)

**Overseeing authority**  
Czech National Bank  
Na Příkopě 28, 115 03 Prague 1,  
Czech Republic  
Phone: 224 411 111, Fax: 224 412 404

**Entity in charge of out-of-court consumer disputes settlements**  
Czech Trade Inspection  
Štěpánská 567/15, 120 00 Prague 2,  
Czech Republic, [www.coi.cz](http://www.coi.cz)  
Phone: 296 366 360, Fax: 296 366 236

### Information about the insurance

The rights and obligations of the parties to the Insurance Agreement are determined by the Civil Code and the Insurance Conditions. The insurance protection applies to fortuitous events, which are detailed in the Insurance Conditions and which occurred during the policy period.

The insurance of tickets may be agreed no later than on the business day following the ticket purchase. This insurance provides insurance protection in cases where the Insured cannot

attend the event which he/she bought a ticket for due to serious reasons that are expressly specified in the Insurance Conditions. Such serious reasons are deemed to be, for example, an accident, acute disease or death of the persons specified in the Insurance Conditions, damage to the place of residence, etc.

If you are concluding the insurance for a person other than a family member, you should obtain her/his consent and familiarize her/him with the Insurance Conditions.

### Insurance exclusions

The insurance applies only to fortuitous events. Any events resulting from wilful acts of the Policyholder, Insured, or other persons acting on their initiative are excluded from the insurance, as well as the events that are expressly defined in the Insurance Conditions as exclusions. You need to know the exclusions before entering into the Insurance Agreement.

### Premium

The premium shall be determined for the entire period which the insurance is agreed for (a lump-sum premium), on the basis of actual insurance-mathematical assumptions of individual risks and the ticket price. The premium amount is specified in the Insurance Agreement (Policy). The Insurance Agreement is concluded upon payment of the premium.

### Policy period

The insurance commences upon concluding the Insurance Agreement (payment of the premium) and expires upon entering the event.

### Policy termination

The insurance terminates upon expiry of the policy period, by agreement, or if the premium is not paid.

The Policyholder or the Insurer may terminate the Insurance Agreement due to a breach of the obligation to provide true information. Insurance agreed through any means of distance communication for more than 1 month may be terminated by the Policyholder within 14 days of concluding the Agreement. The Policyholder or the Insurer may terminate the Policy by notice with a notice period of 8 days within 2 months of concluding the Agreement.

### Use of electronic media

The Insurance Agreement is saved on the servers of the Insurer's internal system, and extracts from the system may be provided to the Client upon request. The Agreement may be concluded in the Czech language. The Agreement is concluded in individual steps determined by the technical solution of the on-line system. When entering the data into the system, the system enables the prospective client to identify and correct potential errors. When carrying out its activities, the Insurer observes the Code of Conduct of the Czech Insurance Association, the Code of Conduct of the Financial Market ([www.cap.cz](http://www.cap.cz)), and the internal rules of the ERV Group.

### Complaints

Complaints may be sent to the address of the insurer or via e-mail to the client centre. The detailed procedure for filing complaints is available on the insurer's website. Complaints may also be addressed to the Czech National Bank or to the Czech Trade Inspection, who is the entity in charge of out-of-court consumer disputes settlements.

### Additional information

Additional information about your insurance, or about our other products, is available at the client centre or on the insurer's website.

### Taxes

The premium is not subject to value added tax and insurance indemnification is not subject to income tax.

### Law, courts, language

The insurance contract is governed by the laws of the Czech Republic and disputes are decided by the relevant courts of the Czech Republic. All communication with the insurer is conducted in the Czech language.

### POJISTNÉ PODMÍNKY POJIŠTĚNÍ VSTUPENEK (PP-VST-1805-EN)

#### 1. INTRODUCTION

- 1.1. „We” (in all forms used) or the “Insurer” means ERV Evropská pojišťovna, a. s., with its registered office at Křižíkova 237/36a, 186 00 Prague 8, Czech Republic, Reg. No. 49240196, registered in the Commercial Register at the Municipal Court in Prague, Section B, File 1969. Supervision of the insurance industry is carried out by the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, Czech Republic. The authority having the subject-matter competence for out-of-court settlement of disputes is the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, Czech Republic, www.coi.cz.
- 1.2. The Insurance Agreement and legal relations under it shall be governed by the laws of the Czech Republic. Any disputes arising under this insurance shall be resolved by the competent courts of the Czech Republic.
- 1.3. The insurance is agreed as loss insurance, and is governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Act”), and other generally binding legal regulations of the Czech Republic, the Insurance Conditions, and the Insurance Agreement.

#### 2. INSURANCE COMMENCEMENT AND DURATION

- 2.1. The Insurance Agreement is concluded upon payment of the lump-sum premium in the amount as specified in the offer of the Insurance Agreement.
- 2.2. The insurance coverage commences upon purchasing a ticket and payment of the premium, but no sooner than upon concluding the Insurance Agreement, and expires upon entering the event.

#### 3. OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED

- 3.1. In the case of insurance for account of another, the Policyholder shall familiarize the Insured with these Insurance Conditions.
- 3.2. If a loss (or insured) event occurs, the Insured or other entitled person (hereinafter referred to as the “Insured”), in addition to other duties determined by legal regulations, shall
- 3.2.1. notify the Insurer in writing that such an event occurred, and give a true explanation of the occurrence and scope of consequences thereof,
- 3.2.2. together with notification of this event, submit a document of the agreed insurance, the original of the unused ticket, a document of the ticket payment to the Insurer, and possibly other documents as the Insurer may request in this relation,
- 3.2.3. in case of disease or accident, submit a medical certificate from the attending physician, issued before the day that the event is held, and proper medical documents, stating the reasons for not attending the event, and if necessary, give the Insurer consent to assessing the state of health on the basis of the reports and medical documents requested by the authorized health facility (physician) from the attending physicians,
- 3.2.4. in case of death, submit the death certificate,
- 3.2.5. submit a police report, confirmation of the new employer and other reliable documents proving the causes of the insured event occurrence if the event is not attended for reasons other than disease, accident or death.

#### 4. INSURER'S OBLIGATIONS

- 4.1. In addition to other obligations stipulated by legal regulations, the Insurer shall
- 4.1.1. start an investigation without undue delay after notification of a loss event in order to establish the scope of its obligation to compensate,
- 4.1.2. finish the investigation within three months of the reporting of a loss event; if the investigation cannot be finished within this period, it shall notify the Insured of the reasons

why the investigation cannot be finished, and provide the Insured, upon the Insured's written request, a reasonable advance payment; this period does not run if the investigation is made impossible or aggravated due to the Insured's fault,

- 4.1.3. return documents that are requested by the Insured,
- 4.1.4. notify the Insured of the results of the investigation required to establish the amount of compensation,
- 4.1.5. maintain confidentiality of the facts disclosed to him/her when agreeing the insurance, during administration thereof and investigation of insured events; this information may only be disclosed with the consent of the person, which the facts relate to, or if this is stipulated by legal regulations.

#### 5. CONSEQUENCES OF A BREACH OF OBLIGATIONS

- 5.1. If the Insured breaches any of the obligations imposed by the Insurance Conditions or legal regulations, the Insurer is entitled to reduce the compensation, depending on the impact of this breach of obligations on the occurrence and course of the insured event, or on increasing the scope of its consequences, or on establishing or determining the compensation amount.
- 5.2. If, when exercising the right to compensation under the insurance, the Insured gives untrue or significantly distorted information regarding the insured event, or withholds any information regarding the event, the Insurer is entitled to refuse to compensate.

#### 6. INSURED RISK, SCOPE OF INSURANCE, INSURED EVENT

- 6.1. The insurance is agreed for the case where the Insured will not be able to attend an event due to a serious acute disease or accident which requires hospitalization or confinement to bed based on a decision of the attending physician, and which was suffered by the Insured or close relative,
- 6.1.2. health problem as a consequence of pregnancy, substantial damage to the Insured's place of residence, caused just before the event is held as a consequence of a fire, explosion, storm, lightning, flood, avalanche, earthquake, landslide, inundation or crime of a third party, if it can be proven that the presence of the Insured is provably necessary on the day that the event is held in order to prevent further damage or to determine the amount thereof,
- 6.1.4. moving house in connection with getting a new job, if the ticket was bought before signing the new Employment Agreement, and if the distance between the place of the event and the new place of residence exceeds 100 km.
- 6.2. Insurance coverage shall arise only if the insurance is agreed no later than on the business day following the ticket purchase.
- 6.3. The Insurer shall provide compensation on condition that the legal fact as a consequence of which damage was incurred occurred during the policy period.
- 6.4. An insured event is an accidental event detailed in item 6.1., which occurred during the policy period and in connection with which the Insurer's obligation to provide compensation arises.
- 6.5. If, due to the reasons specified in item 6.1., a person whom the Insured bought a ticket with the intention of attending the event together and who is specified in the same certificate of insurance cannot attend the event; the Insurer shall only provide compensation if the Insured had to attend the event alone.

#### 7. INSURANCE EXCLUSIONS

- 7.1. The insurance does not apply to the following cases
- 7.1.1. cancellation or postponement of the event,
- 7.1.2. disease which is a psychological reaction to

- 7.1.3. a terrorist act, riot or civil commotion, or fear of terrorist acts, riots or civil commotions,
- 7.1.4. wilful act of the Policyholder, Insured or other person on the initiative of the Policyholder or the Insured,
- 7.1.5. an acute disease or injury which existed when the Insurance Agreement was signed,
- 7.1.6. chronic disease, cases resulting from a legal fact of which the Insured was aware when agreeing the Policy or could have been aware.

#### 8. INSURED VALUE, COMPENSATION

- 8.1. The compensation is provided up to the upper limit. The upper limit is determined by the insured amount or limit of the compensation.
- 8.2. The insured amount is the ticket price, but no more than CZK 50,000.
- 8.3. If the ticket price exceeds CZK 50,000, the amount of CZK 50,000 is the compensation limit (partial insurance).
- 8.4. If the premium was not paid at the time of the insured event, the right to compensation shall not arise.
- 8.5. If the ticket price is CZK 5,000 or more, the Insured shall participate in the compensation with a deductible equal to 20% of the ticket price.
- 8.6. The Insurer shall provide compensation in the domestic currency.
- 8.7. The compensation is due within 15 days of the completion of the necessary investigation to determine the scope of the Insurer's obligation to compensate. The investigation is finished as soon as the Insurer notifies the Insured of its results or discusses the results with the Insured.

#### 9. DEFINITIONS OF TERMS

- 9.1. For the purpose of this insurance,
- 9.1.1. **event** means a theatrical performance, concert or other performance of a similar nature, a sports event (a match, race, etc.) for which the tickets are bought at an official ticket agency,
- 9.1.2. **chronic disease** means a disease or other condition that develops slowly and lasts for a long period (in contrast to an acute case) and existed when the Insurance Agreement was signed, and the state of health has not stabilized and necessary treatment could have been expected before the event was held, i.e., if, during the previous 6 months, the disease required hospitalization, or was developing, or caused significant changes in medication; the term “chronic” does not have to mean that the defect is not curable,
- 9.1.3. **close person** means a relative in a direct line, sibling, husband/wife, registered partner; other persons in the family or similar relationship are treated as close persons if damages suffered by one of them were justly felt by the other person as damages to him/herself; cohabitation without marriage is treated as marriage,
- 9.1.4. **insured risk** means a cause of the occurrence of an insured event as specified in Article 6. of these Insurance Conditions,
- 9.1.5. **policyholder** means a person that entered into the Insurance Agreement with the Insurer and is obliged to pay the premium,
- 9.1.6. **loss insurance** means insurance whose purpose is to compensate a loss to property resulting from an insured event within the agreed scope,
- 9.1.7. **insured means** the person to whose property the insurance applies, and to whom the right to compensation arises if an insured event occurs, i.e., the person who paid the ticket price,
- 9.1.8. **loss event** means the fact as a result of which a loss was incurred, and as a result of which the right to compensation could arise.

## How we process personal data

### GDPR

We are taking the liberty of informing you about the protection of your personal data, particularly in connection with your arranged insurance coverage. Protection of your privacy and your data is of absolute fundamental importance to us, and therefore we are focusing on ensuring the security of our internal systems as well as careful selection of our partners. We also respect the standards established by the Czech Insurance Association, of which we are members.

### Who is the administrator of your personal data

The administrator of your personal data is **ERV Evropská pojišťovna**, a. s., a joint-stock company with its registered office at Křižkova 237/36a, 186 00 Prague 8 – Karlín, Czech Republic. Our ID No. is 492 40 196, and we are registered in the Commercial Register at the Municipal Court in Prague, Section B, File 1969.

You can contact us using the method you prefer:

- by e-mail to klient@ERVpojistovna.cz,
- by visiting our website www.ERVpojistovna.cz,
- by sending a letter to our address at Křižkova 237/36a, 186 00 Prague 8 - Karlín, Czech Republic,
- by calling us on +420 221 860 860.

### Where and how you can ask

We have our own person entrusted with ensuring protection of personal data (Data Protection Officer; DPO), whom you can contact with any question regarding the processing of your personal data or with complaints.

You can contact him:

- by e-mail at dpo@ERVpojistovna.cz,
- via the on-line form at the website www.ERVpojistovna.cz,
- by sending a letter to the address of our registered office.

If you have a question, concern or complaint, you can also contact **the Personal Data Protection Office**, Pplk. Sochora 27, 170 00 Prague 7 – Holešovice, Czech Republic, tel.: +420 234 665 111, e-mail: posta@uouu.cz, www.uouu.cz.

### What types of personal data do we process

For entering into an insurance policy and for insurance claim resolution, we may process your personal data, such as your full name, birth number, date of birth, residential address, phone number and e-mail address. These are essential identification and contact details. If you suffer harm to health, we may also process data relating to your medical condition.

If your data regarding your medical condition will need to be examined to evaluate the insurance risk and its determination, then we will process such data only with your express consent.



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Our pages use cookies, which can make it easier for you to use our internet services. We use these data solely for statistical purposes, and we guarantee your absolute anonymity. If you wish to block cookies, select the appropriate choice in your web browser (most often in the section Settings -> Privacy). After blocking cookies, you will not be able to use certain functions of our website.

If you send an e-mail via our site that contains details such as your name and e-mail address, we will use that information only for sending information that you have requested. When access to certain pages at www.ERVpojistovna.cz is conditioned upon you providing personal data, we will work with such data only for the purposes of fulfilling our obligations, and we will not use the data for any other purposes.

In order to improve the quality of our services, we record phone calls to our client line with your prior consent. If you do not agree to call recording, you can use other communication channels, such as e-mail or chat.

### What are the purposes of personal data processing

We need your personal data so that we can evaluate the insurance risk and arrange an insurance policy, for administration of your insurance policy and related records, sending of insurance policies and/or for examination of an insurance claim or payout of indemnity. All communication with us is monitored and archived, including client calls. Neither arrangement of an insurance policy nor administration of an insurance policy nor resolution of an insurance claim can occur without personal data processing. We may also process your personal data in order to fulfil regulatory requirements for insurance statistics or for development of new tariffs.

Therefore, our processing of data constitutes personal data processing as defined in particular by Act No. 277/2009 Coll., on insurance, and Act No. 89/2012 Coll., the Civil Code. Processing of personal data for direct marketing purposes is our legitimate interest under the GDPR.

Another legitimate interest of ours is processing of your personal data for ensuring IT operations and their security and for prevention and investigation, particularly if there is a suspicion of insurance fraud.

### How we store personal data

We store insurance policies with your personal data on the servers of our internal system, and upon request we can provide extracts from them for you.

When arranging insurance coverage electronically, the policy will be entered into in individual steps defined by the technical solution of the on-line system. When insurance data are entered, the system will enable you to identify and correct any potential errors.

### What if you refuse to provide personal data

If you refuse to provide personal data, then unfortunately we cannot enter into an insurance policy with you or process your insurance claim.

### For how long do we process personal data

We are authorised to store your personal data for the duration of the insurance policy or based on obligations stemming from such policy, but for a maximum of 16 years, after which your personal data will be destroyed. Following the expiration of the regular statute of limitations in accordance with the Civil Code, which is 4 years, your personal data will be pseudonymised in our IT system and archived until their destruction occurs.

Personal data are stored based on statutory archiving requirements, particularly pursuant to tax and accounting regulations.

### With whom do we share your personal data

We are entitled to share your personal data with a third party only in exceptional cases, and solely when investigating your insurance claim or administering your insurance policy.

We, our employees or contractual processors, particularly IT service providers, assistance companies, securing parties and/or insurance brokers have access to your personal data.

If you are interested, you can find a complete list of contractual processors, including descriptions of their activities, on our website.

### What are automated decisions

Automated decisions/profiling occur in particular when arranging an insurance policy via our on-line system, which is intended to make



the selection and purchase of the best insurance coverage more pleasant and faster.

All automated decisions are based on pre-defined rules, particularly based on insurance and mathematical calculations.

### What are your rights

Upon request, we are obliged to inform you about processing of your personal data or to correct such data.

If you believe that we are processing your data in a manner that violates your privacy or the law, we must either rectify or sufficiently explain the situation. If we do not satisfy your request, you may contact the Czech Personal Data Protection Office.

Whenever your personal data are processed via automated decisions and you have discovered that your data are being processed in a manner that violates your privacy or personal life or in a manner that conflicts with the applicable law, you have the right to raise objections.

You also have the right to deletion (the right to be forgotten), the right to limitation of processing and the right to transferability of data.

If your personal data are processed based on consent that you have granted, you may revoke such consent at any time.

### On our website, in the section devoted to personal data protection, you will find:

- this information
- an overview of all contact details,
- a link to an on-line form, which you can use to ask a question or present a suggestion,
- additional updated information relating to such matters.

<https://www.ervpojistovna.cz/en/information-about-the-website>