

#### Important Information including Statement of Demands and Needs

Available to customers who are residents of Germany, TicketPlan Ticket Cancellation Insurance is suitable for those who wish to insure themselves for a maximum refund of €30 of the purchase cost of their order items if they are unable to attend a booked event in Europe as a result of an unexpected circumstance and for which they have purchased tickets and paid the appropriate premium.

Ticket Cancellation Insurance applies to a wide range of specified circumstances which are detailed within the policy wording. **You** should read this document carefully to satisfy **yourself** that the cover provided meets with **your** needs.

Ticket Cancellation Insurance can only be purchased from Kinoheld at the same time as tickets are bought via its platform.

The TicketPlan policy underwritten by Collinson Insurance Europe Limited provides cover from the date **you** buy **your** policy from Kinoheld and finishes when **you** arrive at the booked event.

Neither Kinoheld nor TicketPlan has provided **you** with any recommendation or advice in relation to the purchase of this insurance product. Please ensure that the product meets with **your** requirements before deciding whether to proceed.

It is **your** responsibility to investigate whether **you** already have insurance for some or all of the benefits provided by this insurance product.

**You** have indicated that **you** wish to obtain insurance cover to provide a refund of the purchase cost of the order items **you** have just purchased if **you** are unable to attend a booked event in Europe for a range of unexpected, specified circumstances.

### Information about us and our services

**You** have purchased this insurance cover from Kinoheld which is an Insurance Distributor of TicketPlan Ticket Cancellation Insurance.

#### Who is the insurer?

The policy is manufactured by Collinson Insurance Europe Limited, regulated and authorised by the Malta Financial Services Authority to carry on insurance business under the Insurance Business Act, CAP 403 of the Maltese Laws. Registration number in Malta: C89977. Registered office: Third Floor, Development House, St. Anne Street, Floriana, FRN 9010, Malta.

CIEL does not have a direct or indirect holding in AGS Pier GmbH, representing 10% or more of the voting rights of the capital. AGS Pier GmbH does not have a direct or indirect holding in CIEL, representing 10% or more of the voting rights of the capital.

#### Who is the distributor of this policy and handles claims, complaints and customer service on behalf of the insurer?

This policy is distributed by Kinoheld, an ancillary Insurance Intermediary of AGS pier GmbH. AGS Pier GmbH is fully owned by Pier Insurance Managed Services Ltd and TicketPlan Limited is a trading name of AGS Pier GmbH. AGS pier GmbH is an insurance agent for Collinson Insurance Europe Ltd whose registered office is at Hohe Bleichen 8, 20354 Hamburg, Germany. AGS pier GmbH is a company registered in Germany with authorisation according to § 34 d para. 1 GewO (German Trade Regulation) with registration number D-DWGU-041S5-44. This can be verified at:

<https://www.vv-register.de/selektion/Hinweis.aspx>

#### What to do if you have a complaint

Information about the complaints procedure can be found within the policy documentation provided. If **you** cannot settle **your** complaint, **you** may be entitled to refer it to the Insurance Ombudsman.

If **you** have a complaint, please contact:

Customer Services, TicketPlan Limited, Evolution House, New Garrison Rd, Southend-on-Sea, UK, SS3 9BF

Email: [management@ticketplan.com](mailto:management@ticketplan.com).

**You** will receive an acknowledgment of **your** complaint within three working days and all efforts will be made to resolve the problem within six weeks.

## Ticket Cancellation Insurance

### Introduction

This is **your** Ticket Cancellation Insurance policy wording, which forms **your** contract of insurance with **us**.

**We** will insure **you** for any loss insured by this policy (subject to and in accordance with the terms and conditions of this policy), which occurs, and arises from a **booking** made by **you** and for which **you** have paid the appropriate premium.

**You** can pay for this insurance as a one-off payment when purchasing your ticket with Kinoheld.

**Your** policy wording and confirmation email is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions, apply to each ticket.

Certain words have a special meaning as shown under the heading "Definitions". These definitions have been highlighted by the **use** of bold print throughout the policy document.

### Period of Insurance

**Your** Ticket Cancellation Insurance cover starts at the time **you** book the event and pay the insurance premium. The cover ends as soon as **you** arrive at the **booked event** or as soon as the **booked event** is cancelled, abandoned, postponed or relocated.

### The Insurers

This insurance is underwritten 100% by Collinson Insurance Europe Limited.

Collinson Insurance Europe Limited, regulated and authorised by the Malta Financial Services Authority to carry on insurance business under the Insurance Business Act, CAP 403 of the Maltese Laws. Registration number in Malta: C89977. Registered office: Third Floor, Development House, St. Anne Street, Floriana, FRN 9010, Malta.

### What is Covered

**We** will pay **you** up to a maximum of €30 per ticket if **you** are unable to attend a **booked event** due to:

- unexpected disruption of the **public transport network** **you** could not have reasonably known about before the date or time of the **booked event** provided you supply an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident in relation to the **public transport network**;
- **your** death, or an **accident**, or **illness** that means you are unable to attend the **booked event**
- the death, **accident** or **illness** of any person in the **group** due to attend the **booked event** with **you**, if they are the sole other member of the **group**;
- the death, **accident** or **illness** of any person(s) in the **group** who is also a member of **your immediate family**;

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- **accident or illness** of a member of **your immediate family**;
- the death of a member of **your immediate family** who is not part of the **group**, which occurs within the 4 weeks leading up to the **booked event** or where the funeral falls in the day of the **booked event**;
- pregnancy which occurs after time of **booking** and where **you** give birth within the 4 weeks leading up to the **booked event**;
- pregnancy where the date of **booking** is more than 35 weeks before the expected delivery date of **your** baby and where:
  - **you** give birth within the 4 weeks leading up to the **booked event**, or
  - the **booked event** falls within 4 weeks of the expected date of delivery of **your** baby.
- mechanical breakdown, **accident**, fire or theft of the private vehicle whilst taking **you** to the **booked event** provided that you supply a dated vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt, or confirmation from the vehicle motor insurers, vehicle repairers or police;
- jury service of which **you** had not received notice at the time of the **booking** provided you produce the original dated jury invitation inviting **you** to be a juror;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services** provided that in relation to the burglary, **you** supply the police report with crime reference number or confirmation of attendance of the **emergency services** in the case of fire;
- **you** being summoned to appear at court proceedings as a witness of which **you** had not received notice at the time of the **booking** provided you supply the original dated summons requesting **you** to appear in court;
- **you** being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which **you** had not received notice at the time of the **booking** provided that you produce the original advice of cancellation of leave/advice to travel at short notice in relation to military service;
- **you** being an employee of the **emergency services** and being required to attend an emergency and having leave withdrawn unexpectedly which **you** had not received notice of at the time of the **booking** provided that **you** produce the original advice of cancellation of leave/advice to attend emergency at short notice in relation to your employment.
- adverse weather where the appropriate authority has issued a red weather warning or equivalent where the Police service or other Government agency have issued a specific warning not to travel provided that you supply a printout or screen grab from the relevant website/confirmation of Police Warning for weather applications.

## Exclusions

We will not cover **you** where:

- any circumstance which prevent **you** from attending a **booked event** which **you** could have reasonably known about at the time of the **booking**;
  - **You** are not a permanent resident of **Germany**;
  - **you** or a member of the **booked group** were medically unfit to attend the **booked event** when **you** purchased this policy;
  - **you** are prevented from travelling to a **booked event** due to disruption of the **public transport network** which is public knowledge prior to the **booked event**, for example planned strike action or engineering works;
  - the **booked event** is cancelled, abandoned, postponed, curtailed or relocated at any time prior to **your** claim being settled;
  - **you** cannot provide suitable supporting documentation, a **doctor's** report for **accident or illness** or a death certificate where **your** refund claim relates to death;
  - the symptoms that accompany a **normal pregnancy** are the sole reason **you** cannot attend a **booked event**, with the exception of where the date of **booking** is prior to 35 weeks before the expected delivery date of **your** baby and where either:
    - **you** give birth within the 4 weeks leading up to the **booked event**, or
    - the **booked event** falls within 4 weeks of the expected delivery date of **your** baby.
- you** cannot return any unused tickets or vouchers forming part of the **booking**;
- **you** cannot provide evidence of the unused tickets when applying for a refund;
  - **you** do not attend a **booked event** other than for a reason covered by this insurance;
  - any proportion of the value of the **booking** you can recover elsewhere;
  - in our reasonable opinion, **you** did not allow sufficient time to travel to a **booked event**;

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- **you** carry out a criminal act which prevents **you** attending a **booked event**;
- the cancellation results from physical or financial failure of air transport or airlines or delays resulting from air travel.
- **you** are prevented from travelling to a **booked event** due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- **you** make a false or fraudulent refund claim or support a refund claim by false or fraudulent document, device or statement.
- **We** will not pay for travelling or associated expenses (unless travel costs are included as part of the total booking price), or any loss other than the face value of the ticket to the **booked event**.
- **We** will not pay any costs **you** incur in submitting or providing evidence to support **your** refund claim.
- **We** will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- **We** will not pay any loss caused directly or indirectly by damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## Definitions

In this Ticket Cancellation Insurance policy, unless the context otherwise requires, words and phrases with the same meaning as those defined below shall be construed accordingly and the singular shall include the plural and the masculine the feminine and vice versa.

Accident	A bodily injury confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event</b> .
Administrator	AGS Pier GmbH (UK Branch), T/A TicketPlan Ltd, Evolution House, New Garrison Rd, Southend-on-Sea, UK, SS3 9BF
Booking	The transaction in which <b>you</b> paid for a <b>booked event</b> .
Booked event	The pre-planned and pre-booked service(s)/event(s)/ticket(s) booked and transacted via Kinoheld's platform and provided within Germany.
Doctor	A qualified medical practitioner who is registered with a recognised professional body in <b>your</b> country of residence. A <b>doctor</b> cannot be <b>you</b> , a member of the booked <b>group</b> or <b>your immediate family</b> .
Emergency Services	The Police, Fire and Rescue Service or Emergency Medical Services.
Europe	Any European country included within the European Economic Area (EEA).
Group	Any number of people who have made a <b>booking</b> including Ticket Cancellation Insurance within the same transaction.
Illness	A physical or mental condition confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event</b> .
Immediate family	<b>Your</b> husband, wife, partner, civil partner, parent, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law or daughter-in-law

Normal Pregnancy	Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness, fatigue etc.) which do not represent a medical hazard to mother or baby.
Period of Insurance	<b>Your</b> Ticket Cancellation Insurance cover starts at the time <b>you</b> book the event and pay the insurance premium. The cover ends as soon as <b>you</b> arrive at the <b>booked event</b> or as soon as the <b>booked event</b> is cancelled, abandoned, postponed or relocated.
Public Transport Network	Buses, trains and other forms of transport that are available for public use, charge set fares and run on fixed routes, on which the customer had planned to travel to a <b>booked event</b> . This does not include public hire taxis licensed for public use or aeroplanes/airlines.
We/us/our	Collinson Insurance Europe Limited
You/Your/Yourself	A person who is a resident of Germany, who has made a <b>booking</b> alone or as part of a <b>group</b> via Kinoheld's platform and who has paid the Ticket Cancellation Insurance premium.

## Claims Procedure

If you need to cancel a ticket please visit [www.ticketplan.com/app/eea](http://www.ticketplan.com/app/eea) and complete a claim form, as soon as reasonably possible and no later than 14 days as an absolute maximum after becoming aware of circumstances that may lead **you** to request a payment.

Alternatively, email us at [support@ticketplan.com](mailto:support@ticketplan.com) to request a claim form.

**You** must provide **us** with such information in support of **your** claim as **we** may reasonably request. This will include a claim form and any other evidence that **we** may require in support of **your** claim.

If **your** claim under this policy is covered, **we** will pay the value of the refund to **you** subject to the benefit limit. If, for any reason, **your** claim under this policy is not covered, **we** will tell **you** why this is.

Upon receipt of all information required to fully assess **your** claim, any eligible claim will aim to be paid within 3 business days.

All claims payments will be settled in Euros. **We** are not liable for any variations as a result of fluctuations in exchange rates.

**We** have the right to deal with and take over, in **your** name, any claim **you** make under this insurance policy and to take legal action in **your** name (at **our** expense) and ask **you** to give **us** details which will assist **us** to recover any payment **we** have made under this policy.

## Confidentiality and Data Protection

As **your** insurer and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet our contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed; protect our legitimate interests

Some of the personal information that You provide may be sensitive information. This includes details about Your health or medical records. Where We need your consent to collect and process Your sensitive information, this will be obtained from you at the relevant time. Please note that, in these cases, we may not be able to sell you an insurance policy or deal

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with a claim if You do not agree to Us processing relevant sensitive information.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, the Administrator, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by our regulators or other authorities (e.g. the Malta Financial Services Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will **use** it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment.

### Processing your data

**Your** data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **you** have with **us**;
- is in the public or **your** vital interest: or
- for our legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

### How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.



**We** also have security measures in place in our offices to protect the information that **you** have

given **us**. **How you can access your information and correct anything which is wrong**

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of

**your** personal information please contact **us** by email or letter as shown below: Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the **use** of **your** personal information, please contact our Complaints manager

By post: Collinson Insurance Solutions Europe Limited (UK Branch), Quality Department, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN, England

By email: [cielcomplaints@collinsoninsurance.com](mailto:cielcomplaints@collinsoninsurance.com)

You can also complain directly to the Information and Data Protection Commissioner's in Malta who can be contacted in the following ways:

Information and Data Protection Commissioner  
Level 2, Airways House  
High Street Sliema, SLM 1549 Malta  
Tel: (+356) 2328 7100  
Email: [idpc.info@idpc.org.mt](mailto:idpc.info@idpc.org.mt)

TicketPlan's "Privacy Notice" is also available from their website: [www.ticketplangroup.com/privacy-policy](http://www.ticketplangroup.com/privacy-policy) or contact [management@ticketplan.com](mailto:management@ticketplan.com).

### **Fraud and Sanctions**

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy will be void and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

**We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

### **Cancellation Rights ('Cooling-Off' Period And Your Right To Cancel Your Policy):**

You can cancel your policy without giving reasons, within 14 days from the day you received the confirmation email, in writing by contacting Kinoheld via email to: [support@kinoheld.de](mailto:support@kinoheld.de)



- If you cancel within 14 days from the day you received the confirmation email, the premium will be fully refunded no later than 30 days after the receipt of your cancellation request.  
**We** will not refund **your** premium if **you** have attended the **Booked Event** or made a claim.
- If you cancel after 14 days, no premium will be refunded.

### General Conditions

1. **You** may not assign this policy without prior written agreement from **us**.
2. **You** must take reasonable care to answer all questions about this policy honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. Unless **we** agree otherwise:
  - this policy is governed by German law. If there is a dispute, it will only be dealt with in the courts of Germany unless **we** agree to transfer it to another jurisdiction.
3. **You** must make all necessary arrangements to arrive at the event on time and be prepared to evidence the same;
4. **You** must take all reasonable precautions to prevent or reduce any claim under this policy.
5. **You** must take all reasonable precautions to prevent or reduce the amount to be claimed under this policy.
6. The headings of this policy are for convenience only and shall not affect the construction thereof.
7. **We** will not pay any claim on this policy for any amounts which are covered by another insurance policy. In such circumstances **we** will only pay **our** share of the claim.

### Complaints

#### Step 1:

For any complaints, **you** can contact the friendly TicketPlan Complaints Team at any time by email to [management@ticketplan.com](mailto:management@ticketplan.com) or else by post to Customer Services, TicketPlan Limited, Evolution House, New Garrison Rd, Southend-on-Sea, UK, SS3 9BF. **You** will receive an acknowledgment of **your** complaint within **3** working days.

#### Step 2:

If **you** are still not satisfied with the answer provided or have not received any answer from the friendly TicketPlan Complaints Team, **you** can contact the insurer (CIEL). CIEL appointed Collinson Insurance Solutions Europe Limited (CISEL) to handle complaints on its behalf.

By post: Collinson Insurance Solutions Europe Limited (UK Branch), Quality Department, Sussex House, Perry Mount Road, Haywards Heath, West Sussex, RH16 1DN, England

By email: [cielcomplaints@collinsoninsurance.com](mailto:cielcomplaints@collinsoninsurance.com)

#### Step 3:

If you are still not satisfied with the handling of your dispute by us or in the event of disagreement or dissatisfaction with the insurance policy, you may refer your complaint (in German) to BaFin (Bundesanstalt für Finanzdienstleistungsaufsicht) :

By post to: BaFin - Graurheindorfer Straße 108, D – 53117 Bonn, Germany

via online form:

[https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiUnternehmenbeschwerden/BeiUnternehmenbeschwerden\\_node.html](https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiUnternehmenbeschwerden/BeiUnternehmenbeschwerden_node.html)

by telephone: +49 (0)228 299 70 299

Complaints may also be submitted in English to the Office of the Arbiter for Financial Services:

by post to: Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta.

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via online form: [www.financialarbiter.org.mt/oafs/enquiry](http://www.financialarbiter.org.mt/oafs/enquiry)

by telephone: (+356) 21249245

For the resolution of cross-border disputes, it is possible to submit a complaint to the competent foreign system by requesting the activation of the FIN-NET procedure, which can be found by accessing the website [www.ec.europa.eu/fin-net](http://www.ec.europa.eu/fin-net)

This insurance is issued by:

Collinson Insurance Europe Limited, regulated and authorised by the Malta Financial Services Authority to carry on insurance business under the Insurance Business Act, CAP 403 of the Maltese Laws. Registration number in Malta: C89977. Registered office: Third Floor, Development House, St. Anne Street, Floriana, FRN 9010, Malta.

Using **our** complaints procedure or referral to the Insurance Ombudsman does not affect **your** legal rights.

This insurance is distributed by:

AGS pier GmbH  
Hohe Bleichen 8  
20354 Hamburg  
Germany

AGS pier GmbH is a registered intermediary, an insurance agent with authorisation according to § 34 d para. 1 GewO (German Trade Regulation) with registration number: D-DWGU-04155-44.

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