



## MSO Cancellation: GENERAL CONDITIONS OF INSURANCE

General Conditions of Insurance for the “Event Insurance” master policy no. 20754.800 (hereinafter referred to as the “Policy”) effected by:

- MSO Sarl with capital of CHF 20,000, federal number CH-189.948.378, whose registered office is at 18, rue Victor Helg, 2800 Delémont, (hereinafter referred to as “MSO”),
- placed with TSM Compagnie d’Assurances, rue Jaquet-Droz 41, 2301 La Chaux-de-Fonds, (hereinafter referred to as “TSM” or the “Insurer”),
- and managed by SPB, SAS insurance brokers with capital of EUR 1,000,000, whose registered office is at 71 Quai Colbert - 76600 LE HAVRE (France), entered on the Le Havre (France) Company Register under number 305 109 779 and with ORIAS under number 07 002 642, represented by SPB, a branch of Meyrin – route de Pré-Bois 29 - 1216 Cointrin - Switzerland - federal number CH-660-5537008-7, registered with FINMA as an insurance broker under registration number 29127, (hereinafter referred to as “SPB”) and acting as a TSM insurance manager.

### ARTICLE 1 – Definitions

- **Serious accident:** Sudden impairment to health resulting from the sudden action of an external cause which was unintentional on the part of the victim, as noted by a Medical Authority, giving rise to the issue of a prescription for medication for the ill person and involving cessation of all activity, professional or otherwise.
- **Member:** Any adult individual who normally resides within Switzerland or in one of the Member States of the European Union, who has joined the Policy on the conditions set out in Article 2, at the time of making one or more of insured Bookings.
- **Hold up:** Any threat or actual physical violence carried out by a Third Party with a view to depriving the Member of Insured or the insured Booking(s).
- **Insured:** Any person benefitting from an insured Booking, with a view to his participation in the insured sporting Event, and in particular specified by name on the Membership Certificate.
- **Medical Authority:** Any person who holds a degree in medicine or surgery which is valid in the country where the serious accident or serious injury is recorded.
- **Membership Certificate:** Document sent by e-mail by SPB to the Member to confirm his membership of the Policy and to specify the named Insureds.
- **Home:** The place where the Insured has his main and habitual place of residence, located in Switzerland or in one of the Member States of the European Union.
- **Burglary:** Any forced entry or exit (including electronic), damage to or destruction of any lock or fence device. Burglary also includes the use of false keys, keys obtained under false pretences or any instrument which could be used fraudulently in order to activate a locking device without forcing or damaging it.
- **Cover:** The insurance cover relating to the Policy.
- **Insured Booking:** Any paid Booking to attend an insured sporting event, purchased from MSO by the Member on behalf of an Insured specified by name on the Membership Certificate.
- **Serious illness:** Sudden and unforeseen impairment to health as noted by a Medical Authority, giving rise to the issue of a prescription for medication for the ill person and involving cessation of all activity, professional or otherwise.
- **Insured sporting event:** The sporting event for which the insured Bookings have been purchased by the Member **and taking place in Europe only.**
- **Loss event:** Event likely to trigger the Cover as defined in the Policy.
- **Third Party:** Any person other than the Insured or the Member.
- **Theft:** Fraudulent removal committed by a Third Party.
- **Theft by hold-up:** Any threat or actual physical violence carried out by a Third Party with a view to depriving the Insured of possession.

**Theft by means of burglary:** Theft involving forced entry or exit (including electronic), damage to or destruction of any external locking device, an enclosed and covered building, a house, vehicle, boat or aircraft, committed by a Third Party.

#### ARTICLE 2 – Joining formalities

The Policy is open only to purchasers of one or more insured Bookings, from MSO.

Membership occurs as soon as the Member, having previously received and familiarised himself with this Information Notice, pays to MSO, at the time of purchasing one or more insured Bookings in respect of the same insured sporting Event, the amount of the insurance premium.

The Member must retain this Information Notice, a copy of the Membership Certificate sent by SPB, the MSO invoice confirming payment for one or more insured Bookings and payment of the insurance premium. The date of joining the Policy and the date of purchase of one or more insured Bookings must be identical.

#### ARTICLE 3 – Cancellation of membership

Membership is not immediately binding on the Member who has a period of 14 (fourteen) working days from the date of receipt of the Membership Certificate, in which to cancel his membership with immediate effect, by sending to:

**SPB Swiss Branch  
MSO Annulation  
Case postale 856  
1215 Genève 15**

its bank details and a recorded delivery letter or e-mail written along the lines of the following example: "I the undersigned (surname, first name and address) declare that I cancel my membership of the MSO Cancellation Policy which I arranged with MSO on the (date) and request a refund of the premium already paid. Date and signature".

However, the Member shall be deemed to have waived his right to cancel if he makes a claim under the Cover during the cancellation period.

The above provisions shall also apply if the Member proves that he already has existing cover for one of the risks covered by the Policy and wishes to cancel his membership for this reason.

#### ARTICLE 4 – Subject-Matter of Cover

The purpose of the Cover is to reimburse the Member for the purchase price of one or more insured Bookings in respect of the same Sporting Event, where it has not been possible to use the said insured Bookings as a result of:

One or more Insureds being unable to attend the insured Sporting Event as a result of one of the insured Events mentioned in Article 5.

Subject to the Exclusions from Cover mentioned in Article 6.

#### ARTICLE 5 – Insured Events

- **Serious Accident, Serious Illness** of the Insured rendering him unable to attend the insured Sporting Event.

- **Serious Accident, Serious Illness or death** of the Insured's legal or common law spouse, partner in the case of a registered partnerships, one of his ascendants or descendants up to the second degree, or of one of his brothers or sisters rendering the Insured unable to attend the insured Sporting Event.

- **Serious Accident, Serious Illness or death** of the person who was to look after the Insured's minor children whilst he was attending the insured Sports Event.

- **Birth** of a child or grandchild of the Insured, occurring within 7 (seven) calendar days prior to the insured Sporting Event.

- **Public transport strike** on the day of the insured Sporting Event, i.e. shutdown of the means of public transport which the Insured initially intended to use in order to get to the insured Sporting Event, as a result of strike action.

Where no other means of public transport exists enabling the Member to get to the insured Sporting Event or where any other means of public transport doubles the initial transport time subject to a minimum of 30 (thirty) additional minutes.

- **Significant material damage**, occurring after joining the Policy, suffered by the Insured's Home or by the business premises or agricultural operation owned, leased or occupied by the Insured free of charge.

Where the said material damage necessarily requires the presence of the Insured on site on the day of the insured Sporting Event, in order to carry out the necessary precautionary measures.

- **Summons of the Insured by a Court** for the day of the insured Sporting Event. Provided that the Member and/or Insured was not aware of this summons at the time of joining the Policy.

- **Insured called to re-take an examination** on the day of the insured Sporting Event.

Provided that the Member and/or Insured was not aware that he had failed the examination and of the date of the re-take of the examination at the time of joining the Policy.

- **Work constraints on the part of the Insured**, i.e. the Insured being away on a business trip on the date of the insured Sporting Event more than 80 (eighty) kms from the location of the insured Sporting Event, or an

obligation on the part of the Insured to be at his place or work or at a business meeting with a supplier or client at the time of the insured Sporting Event.

Provided that the Member and/or Insured was not aware of the work constraint at the time of joining the Policy.

- **Theft of identity papers** (identity card or passport) which are essential for the Insured to attend the insured Sporting Event, occurring within one month prior to the insured Sporting Event.

Provided that this theft is reported by the Insured to the relevant policy authorities.

- **Theft by means of burglary or Theft by means of hold-up of the documents relating to the insured Booking.**

Provided that this theft is reported by the Member or Insured to the relevant policy authorities.

- **Immobilisation of the Insured's vehicle** until the day after the insured Sporting Event.

Provided that this is the result of a road traffic accident or mechanical breakdown (excluding running out of fuel), occurring within (six) hours prior to the insured Sporting Event and having given rise to the involvement of a breakdown company

- **Any other random event.**

Provided that this is the result of a circumstance which was not intentional on the part of the Insured or of any person other than a Third Party, which was unforeseeable at the time of joining the Policy and is the result of the action of a cause beyond the Insured's control.

#### ARTICLE 6 – Exclusions from Cover

Cover is not provided if it has not been possible to use the insured Booking because of the occurrence or existence of one of the following events or circumstances:

- **A Sporting Event which is not held in Europe.**
- **Cancellation of the insured Sporting Event, per se, for whatever reason.**
- **Accidents or illnesses for which the Insured was first diagnosed, received treatment, relapsed or was hospitalised, prior to the date of joining the Policy.**
- **Depression, psychological, nervous or mental illnesses of the Insured.**
- **Complications of the pregnancy of the Insured requiring her to stay in bed on the date of the insured Sporting Event.**
- **Death of the Insured.**
- **Suicide or attempted suicide of the Insured.**
- **Loss of the insured Booking by the Insured or Member.**
- **Loss or disappearance of the Insured's identity papers.**
- **Theft of documents relating to the insured Booking other than as a result of Theft by burglary or Theft by hold-up.**

- **Cosmetic treatments, spa treatments of the Insured.**

- **Voluntary termination of pregnancy and in vitro fertilisation of the Insured.**

- **Regular medical examinations to check on or observe the Insured.**

- **Epidemics, pandemics, as defined by the Federal Office of Health or by the OMS, pollution, strikes (other than instances of public transport strikes covered under the cover), natural catastrophes, riots, civil commotion.**

- **Wilful or fraudulent negligence committed by the Insured or any person other than a Third Party.**

- **Events of which the Member and/or the Insured was aware at the time of joining the Policy as being likely to trigger the Cover.**

- **Criminal proceedings against the Insured.**

- **Non-presentation, for whatever reason, of one of the documents essential for the collection of the insured Booking, except in the case of the theft of identity papers referred to in Article 5.**

- **Accidents resulting from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other disaster, or any effect of a source of radioactivity.**

- **Civil or foreign war, acts of terrorism or threats thereof.**

#### ARTICLE 7 - Correspondence / Telephone line / Declaration of Claims

All requests for information, additional explanations and declarations of claims must be sent exclusively to:

**SPB Swiss Branch  
MSO Annulation  
Case postale 856  
1215 Genève 15**

**Tel.: 0840 000 010.**

**E-mail: msoannulation@spb.eu**

The telephone line is open from Monday to Friday, from 9 am to 6 pm. (\*)

(\*) Excluding statutory non-working days and/or public holidays and provided permitted by law or regulation.

The claim must be made by the Insured within 15 (fifteen) calendar days after the Insured becomes aware thereof and no later than 24 hours (twenty four hours) after the date of the insured Sporting Event, except in the event of unforeseeable circumstances or force majeure.

If the Insured does not comply with these deadlines, the Member shall forfeit its right to Cover if the Insurer can prove that it has been prejudiced by the delay.

#### ARTICLE 8 – Documents proving Claim

The Insured shall provide the following documents proving the Claim:

- **In all cases:**

The copy of the MSO invoice confirming payment for the insured Booking and settlement of the insurance premium relating to the insured Booking.

The Membership Certificate.

The bank details (IBAN no., BIC no. and the name of the account holder) or postal account details of the Member (to enable the indemnity to be transferred to the Member).

- **In the case of Serious Accident or Serious Illness:**  
Copy of the initial medical Certificate specifying the date and nature of the accident or illness as well as the completed medical questionnaire (to be sent marked confidential for the attention of SPB's Medical Consultant).
- **In the event of death:**  
Copy of the death certificate.
- **In the event of birth:**  
Copy of the birth certificate.
- **In the event of significant material damage:**  
Copy of the claim made to the Insurer of the damaged property.
- **In the event of being summoned to court or to re-take an examination:**  
Copy of the official summons or invitation.
- **In the event of work constraints:**  
Copy of the travel instruction drawn up by the employer of the Insured in question with a copy of the identity papers of the line manager who ordered the work-related travel or obligation to be at his place of work. In the case of a work meeting at the premises of a supplier or client: a copy of the identity papers of the person met.
- **In the event of the Theft of identity papers or of Theft of the document(s) relating to the insured Booking:**  
Copy of the report.
- **In the event of the immobilisation of the vehicle:**  
Copy of the invoices for the breakdown/towing of the vehicle.
- **For any other unforeseen event:**  
All the information requested by SPB in order, given the nature of the event, to allow the circumstances of the occurrence to be established.

All evidence relating to the Claim shall be sent to:

**SPB Swiss Branch  
MSO Annulation  
Case postale 856  
1215 Genève 15**

E-mail: [msoannulation@spb.eu](mailto:msoannulation@spb.eu)

### ARTICLE 9: Payment of indemnity

**Without prejudice to the other provisions of this Notice:**

Indemnity is paid - **in CHF or EUR only** - to the Member by transfer, to the bank or postal account which it has specified for this purpose, within 5 (five) working days following the date on which SPB is in possession of all the evidence relating to the Claim.

**Except where investigations managed by the Insurer give rise to this time limit being exceeded.**

### ARTICLE 10 – Insurance premium

The insurance premium is paid in full, by the Member to MSO, at the time of purchasing one or more insured Bookings, for the same insured Sporting Event.

The amount thereof is stated on the Membership Certificate and on the MSO invoice confirming payment of the insurance premium.

In the event of any discrepancy between the Membership Certificate and the MSO invoice for the insurance premium, only the latter shall apply.

### ARTICLE 11 – Commencement and duration of Membership and Cover

Membership commences on the date of receipt by the Member of the Membership Certificate and Information Notice, i.e. with the express consent of the Member, prior to expiry of the cancellation period, **provided that the insurance premium is actually paid.**

With the express consent of the Member, Cover commences from the date of joining.

**Membership and Cover cease on the day following the insured Sporting Event.**

**Membership and Cover cease before this date in all the following cases:**

- In the event of refusal to pay the insurance premium (in this case, membership is deemed never to have come into force) and the Member must reimburse any indemnity already paid by the Insurer.
- In the event that the loss or destruction of documents relating to the insured Booking does not trigger the Cover.
- **In all other cases specified by the Federal Law on insurance contracts.**

### ARTICLE 12 – Miscellaneous provisions

- **Multiple insurances**  
In the event of there being multiple assurances (Article 53 of the Federal Law on Insurance Contracts), the Insurer shall only be liable for the Loss in that proportion which its own sum insured bears to the total of all the sums insured, in accordance with Article 71 of the Federal Law on Insurance Contracts.
- **Subrogation**  
In accordance with Article 72 of the Federal Law on Insurance Contracts, in the event of the partial or total settlement of indemnity, the Insurer is automatically subrogated to all the rights and remedies of the Insured against Third Parties, up to the amount of the indemnity paid.

- **Complaints**

If the telephone or written responses do not meet the expectations of the Member or Insured, they may submit a complaint to:

**TSM Compagnie d'Assurances**  
**Rue Jaquet-Droz 41**  
**2301 La Chaux-de-Fonds**

- **Time limits for actions**

Any debt arising under this Policy shall be out of time two years from the date of the circumstance giving rise to the obligation, in accordance with Article 46 of the Federal Law on Insurance Contracts.

- **Data Protection**

The Member and the Insured are expressly informed of the existence of and declare that they accept the automated processing of the personal information about them gathered by the Insurer in the course of joining, as well as in the course of managing the membership. This information is intended exclusively for the Insurer, for its agents for the purposes managing the membership, for its contract partners involved in carrying out this management and, if applicable, for the Supervisory Authorities.

The Member and the Insured have a right to access, oppose, rectify or remove information about them held on the files of the Insurer, its agents or contract partners, on the terms set out in the Federal Law on Data Protection (LPD) and the Order relating to the Federal Law on Data Protection (OLPD).

Any false or incorrect declaration may be the subject of specific treatment intended to prevent or identify fraud.

Telephone conversations between the Member or the Insured and SPB are likely to be recorded for the purpose of controlling the quality of the services provided or as part of the management of Losses.

- **Applicable law and attribution of jurisdiction clause**

The Contract is governed by Swiss law and by the provisions of the Federal Law on Insurance Contracts of 2 April 1908.

Any dispute arising out of the interpretation or performance thereof shall fall to the relevant Swiss courts.

- **Language applicable to the Policy**

English shall apply to Policy.