

WEISSE ARENA GRUPPE

Cancellation Cover

Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

Whenever you take out cancellation cover (hereinafter: cancellation cover contract), you accept the WAG GTCs ([link](#)) as well as the STCs for Cancellation Cover.

Any deviations from the STCs for Cancellation Cover and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

2. Customer

You accept that the cancellation cover contract shall be concluded with Mountain Vision AG, Laax (MV), regardless of which WAG Pool member accepts and/or executes your purchase order.

3. Conclusion of contract

The cancellation cover contract on a component agreed with or through WAG (hereinafter called primary contract, e.g. hotel package or holiday apartment rental) shall enter into force upon being confirmed in writing by MV, on paper or electronically, together with the receipt of payment. You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from the service/product specifications and terms published on the internet or in brochures.

The cancellation cover contract may be concluded until up to 24 hours after the conclusion of the primary contract.

4. Prices and terms of payment

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. They are specified in the order confirmation and may differ from the prices and terms of payment published on the internet or in the relevant brochures.

5. Beneficiaries

The following persons may be beneficiaries under the cancellation cover contract:

- a. yourself as the customer
- b. additional fellow travellers, listed by name in the cancellation cover contract

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6. Conditions for the receipt of contractual benefits

If the primary contract needs to be cancelled for one of the following reasons and provided that the reason had not occurred and was unforeseeable at the conclusion of the primary contract and at the conclusion of the cancellation cover contract, MV shall refund the beneficiaries for the relevant cancellation fees:

- a. Sudden and serious illness, serious accident or death
 - of a beneficiary,
 - or of the spouse, child, parent, parent-in-law or sibling of a beneficiary.

An illness or accident shall be considered serious if, according to medical opinion, the relevant beneficiary cannot start or continue the journey or if one of the listed family members demonstrably requires care to be provided by the beneficiary.
- b. Substantial damage resulting from fire or natural forces affecting the property of one of the beneficiaries defined above, making that person's presence mandatory.

7. Benefits in the event of the premature termination of the primary contract

If the primary contract needs to be prematurely terminated after its commencement for one of the reasons listed in clause 6, any components not obtained until that moment shall be refunded by MV on a pro-rata basis, unless reimbursement is otherwise provided. Transport back is not refunded even if the journey back formed part of the primary contract.

8. Maximum cancellation benefits

The maximum cancellation benefit is limited to the total amount agreed in the cancellation cover contract. This total must match the full price of the relevant beneficiary's primary contract. If there are several beneficiaries under the contract, the maximum refund of the individual is limited by their share in the price specified by the primary contract.

9. Obligations in the event of a claim

If an event has occurred as specified in clause 6, the beneficiary shall report the same to MV without undue delay and shall send MV notification on paper or electronically within three days. MV may require the submission of a medical certificate or other documentary proof. In all such cases, the relevant doctor shall be released from medical confidentiality.

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If an event is reported late, the compensation claim shall be forfeited, unless it was impossible to report the event for compelling and justifiable reasons.

10. Start and end of the cancellation cover contract

The cancellation cover contract shall start with contractual conclusion (clause 3) and end with the termination of the primary contract. The cancellation cover contract itself cannot be cancelled.

11. Limitation of liability in time

Claims arising from the cancellation cover contract shall cease to be valid one year after the relevant event.

12. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018