

## Pre-contractual and contractual documents given to the Insured - IPID, FIC, NI

### Meetch Refund insurance

#### Insurance product information document

Company: Seyna, SA with capital of €1,115,800.42, whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code.

Product : " Cirque Arlette Gruss Ticketing" insurance policy

This information document is a summary of the main covers and exclusions of insurance policy no.st6bnb "Cirque Arlette Gruss Ticketing", the full information notice for which is available from the distributor and will be sent to you by email after confirmation that you have taken the policy out. It does not take into account your specific needs and requests.

#### What type of insurance is it?

The "Cirque Arlette Gruss Ticketing" insurance is an optional group damage insurance, the purpose of which is to cover the inability of attend a booked event for a particular reason.



#### What is insured?

Covers preceded by a tick  are systematically included in the contract.

 The refund of the ticket or the unexpired portion of a season ticket if you are unable to attend the event booked in the cases listed (see article 3.1 of the information leaflet).

#### Limits of Cover :

- **With or without supporting document(s) (30% discount on the purchase price including taxes if no supporting document is provided) ;**
- **Up to a maximum of €3,000 per basket (all tickets purchased by the member) or €700 in the case of a season ticket.**



#### What is not insured?

-  Cancellation of the event or postponement or modification of the date, place, time, program or organization of the event initially booked by the event organizer or venue.



#### Are there any exclusions to cover?

##### Main exclusions :

- ! Suicide and attempted suicide;
- ! Accidents or illnesses existing prior to taking the insurance policy ;
- ! Loss of insured tickets ;
- ! Wilful misconduct ;
- ! Negligence;
- ! Events of which the member was aware before taking out the policy ;
- ! Error in entering the choice of ticket and/or error in entering the order;
- ! Riots, internal disturbances, acts of violence for political reasons, terrorist attacks or acts, strikes, lock-outs and social conflicts, decrees or other interventions by a higher authority, as well as damage resulting from natural disasters;
- ! Interruption of transport as the result of a judicial or administrative decision ;
- ! Non-compliance with the health regulations in force put in force for access to Events or any type of venue open to the public;
- ! Epidemics and pandemics as defined by the Ministry of Health or the WHO.

**Where am I covered?**

Worldwide for events eligible for cover. However, compensation can only be paid in euros.

**What are my obligations?**

- **At the time it taken out:**
  - to pay the insurance premium.
- **In the event of a claim :**
  - To notify any claim within the time deadlines and in accordance with the terms stipulated in article 7 of the information notice

**When and how do I make payments?**

The insurance premium is paid in full by the policyholder at the same time as the event is booked.

**When does the cover begin and when does it end?**

Cover takes effect immediately after the policyholder validates the Cover at the time the insured Tickets are bought and the premium is paid to the distributor.

Cover ends on the day and time of the event or, in the case of tickets valid over several days, at the end of the first day of the event.

**How can I cancel the contract?**

The policy is terminated before its normal expiry in the following cases:

- If the Cover limits are reached ;
- In the event of cancellation of the Insured event;
- In all other cases covered by the Insurance Code.

The request must be made to the Broker Manager.

**Information and advice sheet  
prior to taking out the insurance contract  
"Cirque Arlette Gruss Ticketing"**

You have just bought one or more tickets for an event and you want to protect yourself against certain risks that could prevent you (or your loved ones) from attending this reserved event.

With regard to the information you have provided us with concerning what you want in terms of insurance, the **"Cirque Arlette Gruss Ticketing"** insurance seems to us to be a solution that meets your needs.

The "Cirque Arlette Gruss Ticketing" insurance derives from group damage insurance policy no. n° st6bnb taken out by :

- **Tick&Live**, SAS with a share capital of €1.857.420 whose registered office is at Les Mercuriales – 40, rue Jean Jaurès 93170 Bagnolet, registered in the Bobigny Trade and Companies Register under no. 504 573 486 and ORIAS under no. 16 001 215 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the "Policyholder") ;
- With **Seyna**, SA with a share capital of €1,115,800.42 whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code (hereinafter referred to as "the Insurer") ;
- Distributed by **AG Spectacle which commercial name is Cirque Arlette Gruss**, a limited liability company with share capital of 540.000€, headquartered 72 rue des Jacobins 80000 Amiens, registered with the Amiens Trade and Companies Register under number 382 063 709 as an ancillary insurance intermediary with a derogation in accordance with Article L.513-1 of the French Insurance Code (hereinafter referred to as the "Distributor") ;
- And managed by **Phenomen**, SAS with a share capital of €10,000, whose registered office is at 141, avenue de Wagram 75017 Paris, registered in the Paris Trade and Companies Register under no. 833 740 699 and ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the "Program Administrator").

Tick & Live, Phenomen and Seyna are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest CS 92549 75436 Paris Cedex 09.

The Distributor is remunerated in the form of commission. The Distributor does not offer a personalized recommendation service. Phenomen is remunerated in the form of commissions.

**Covers\* :**

**Insured events :**

- Bodily injury or illness of one of the Insureds;
- Bodily injury, illness or death of the legal or common-law spouse of any of the Insureds, of his/her partner in the case of a civil partnership, of any of his/her ascendants or descendants to the second degree or of any of his/her brothers or sisters;
- Bodily injury, illness or death of the person who was supposed to take care of the Insured's minor children during the insured event;
- Complication of pregnancy ;
- Birth of a child or grandchild of the insured;
- Strike of public transport on the day of the insured event;
- Major property damage affecting the Insured's Home or business premises;
- Convening of the insured person as a jury member or witness;
- Convening of the insured person to a resit/makeup examination;
- Work requirements of the Insured ;
- Theft of identity papers required by the Insured to get to the venue of the event or to collect his/her insured ticket;
- Theft of the insured Ticket or Tickets committed by forcible entry or by assault;
- Immobilisation of the Insured's vehicle up to the day after the event.

**Scope of your cover :**

You will be reimbursed for all of the tickets insured, or for the remainder of a season ticket (up to a maximum of €3,000 per basket), if you provide all the supporting documents requested.

**Subscriptions will only be reimbursed on the basis of a request for reimbursement with supporting document(s).**

A discount of 30% will be applied to the refund of the purchase price (including tax) of your insured tickets (up to a limit of €3,000 per basket) if you do not provide the supporting documents requested.

Please note: Subscription refunds are only available on presentation of proof of entitlement. No request without proof will be accepted.

*\* The comprehensive description of the "Cirque Arlette Gruss Ticketing" insurance and its exclusions are contained in the enclosed information notice, which we invite you to read carefully before deciding whether or not to take it out.*

**Exclusions :**

Claims due by the following events are excluded from the cover:

- Error in entering the choice of ticket and/or error in entering the order, i.e.: error in the number of tickets, error in the date, error in the place, error in the choice of seat category, duplicate purchase of tickets by the Insured or by a third party on behalf of the Insured at the time of reservation;
- Cancellation of the insured event itself or the postponement or change of the date, place, time, scheduling or organization of the event initially booked;
- Accidents or illnesses that have been first diagnosed, treated, relapsed or hospitalization prior to the date of Enrolment in the Contract ;
- Illnesses requiring psychological medical and/or psychotherapy treatments (including nervous breakdowns) except where they result in hospitalization for more than 4 days consecutive ;
- Suicide, attempted suicide ;
- Non-compliance with the health regulations in force put in place by the government for attending shows or entering any type of premises open to the public ;
- Malfunctions of the booking platform ;
- Loss of the insured Tickets ;
- Loss of identity papers ;
- Interruption of public transport as the result of a judicial or administrative decision;
- Tickets controlled by any means by the event organizers at the entrance to the venue;
- Theft of the insured Tickets committed without forcible entry or assault;
- Aesthetic treatments, cures ;
- In vitro fertilisation ;
- Periodic medical examinations for check-ups or observation ;
- Epidemics or pandemics as defined by the Ministry of Health or WHO, pollution, strikes (other than public transport strikes provided for by the Cover), natural catastrophes, riots, civil commotion;
- Wilful or fraudulent misconduct committed by the Insured ;
- Negligence of the Insured ;
- Events which the Insured was aware, when taking out the Policy, were likely to trigger the Cover;
- Criminal proceedings against the Insured ;
- Failure to present, for any reason whatsoever, any of the documents required to collect the insured Ticket or Tickets, except in the case of Theft of the identity papers stipulated in Article 3.1 ;
- Acts of war or civil war and similar events, riots, internal unrest, politically-motivated acts of violence, terrorist attacks or acts, strikes, lock-out and industrial disputes, expropriations or interventions similar to an expropriation, seizures, withdrawals, decrees or various interventions of a higher authority as well as loss or damage arising from natural catastrophes or from nuclear energy;

Any Insured appearing in any official, government or police database of proven or suspected terrorists as well as any Insured who is a member of a terrorist organisation or drug trafficking organisation or is involved as a supplier in the illegal trade in nuclear, chemical or biological weapons is always excluded from the benefit of the Cover.

**Duration :**

From the date taken out to the date and time of the event booked or after the end of the first day of the event in the case of tickets valid over several days.

**Price :**

The amount of the premium depends on the total amount (including tax) of the number of tickets purchased or the number of season tickets purchased by the Member.

The Policyholder is informed of the amount before consenting to taking the policy out, then, once it has been taken out, it is stated in the Certificate of Insurance.

The insurance premium is paid in full by the Policyholder to the Distributor at the same time as the event is booked.

**Termination of the Policy:**

If it is taken out via the [cirque-gruss.com](http://cirque-gruss.com) website, in compliance with Article L.112-2-1 of the French Insurance Code, you may terminate your policy without giving reasons or incurring penalties, within fourteen (14) calendar days following the date of receipt of your contractual documents by signing into your customer area on the Broker Manager's website.

Termination letter template:

*"I the undersigned, Surname, First Name and Address, declare that I am terminating my Cirque Arlette Gruss ticketing Insurance. Date and Location, Signature".*

The managing Broker, in the name and on behalf of the Insurer, will then reimburse you for the insurance premium paid at the time it is taken out.

However, if you request to benefit from the Cover during the termination period, under the conditions set out in the Notice, you will no longer be able to exercise your right of termination, and this declaration constitutes your consent to the execution of the Policy.

### **Complaints**

If the Policyholder is not satisfied, he can send a complaint to the Complaints Department of the managing Broker, which can be contacted as follows:

- by email: [reclamation@meetch.io](mailto:reclamation@meetch.io)
- by mail: PHENOMEN – 141, avenue de Wagram – 75017 PARIS.

From the date the complaint is sent, the Complaints Department contacted undertakes to acknowledge receipt of the complaint within 10 working days and, in any case, to provide a response to the complaint within a maximum of 2 month.

The above procedure does not apply if a court has been seized of the dispute, either by the Policyholder or by the Insurer.

If the disagreement persists after the response given by the Insurer or the managing Broker, the Policyholder may seek the opinion of the Insurance Mediator, which can be consulted as follows:

- by internet at [www.mediation-assurance.org](http://www.mediation-assurance.org)
- by post to the address: La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09.

Referral to the Insurance Mediator is free of charge but can only take place after sending us a written complaint.

The provisions of this paragraph are without prejudice to other legal remedies.

### **Applicable law**

The language used throughout the membership period is French.

The pre-contractual relationship and the Notice are governed by French law. The French courts will have jurisdiction in any dispute arising from the enforcement or interpretation of the Notice.

## Cirque Arlette Gruss TICKETING - Information Notice

Information notice for optional group damage policy no. st6bnb "Cirque Arlette Gruss Refund Insurance" (hereinafter referred to as the "Contract") taken out by :

- **Tick&Live**, SAS with a share capital of €1.857.420 whose registered office is at Les Mercuriales – 40, rue Jean Jaurès 93170 Bagnolet, registered in the Bobigny Trade and Companies Register under no. 504 573 486 and ORIAS under no. 16 001 215 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the "Policyholder") ;
- With **Seyna**, SA with a share capital of €1,115,800.42 whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code (hereinafter referred to as "the Insurer") ;
- Distributed by **AG Spectacle which commercial name is Cirque Arlette Gruss**, a limited liability company with share capital of 540.000€, headquartered 72 rue des Jacobins 80000 Amiens, registered with the Amiens Trade and Companies Register under number 382 063 709 as an ancillary insurance intermediary with a derogation in accordance with Article L.513-1 of the French Insurance Code (hereinafter referred to as the "Distributor") ;
- And managed by **Phenomen**, SASU with a share capital of €10,000, whose registered office is at 141, avenue de Wagram 75017 Paris, registered in the Paris Trade and Companies Register under no. 833 740 699 and ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter the Program Administrator").

The Insurer, the Policyholder and the Managing Broker are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest 75436 Paris Cedex 09.

The Managing Broker, acting under the trade name "MEETCH", has been appointed by the Insurer to manage the Contract in respect of both enrolment and claims.

The Managing Broker can be contacted in the following ways:

- on the website: [www.meetch.io](http://www.meetch.io)
- by post: 141, avenue de Wagram - 75017 PARIS

### 1 Definitions

**Bodily Injury:** Sudden change in health arising from the sudden effect of a cause beyond the control of the victim, recorded by a Medical Authority, resulting in the issuance of a prescription to take medicines for the benefit of the patient and involving the cessation of any professional or other activity.

**Policyholder:** The adult natural person who has bought an insured Ticket and has taken out the Policy and is identified as such in the Acceptance Certificate.

**Assault:** Any threat or physical violence exerted by a Third Party with a view to depriving the Policyholder or the Insured of the insured Ticket.

**Insured:** Any person benefiting from an Insured Ticket.

**Medical Authority:** Any person holding a valid degree in medicine or surgery in the country where the serious Bodily Injury or serious Illness is recorded.

**Insured Ticket:** Entry fee or ticket costing a maximum of €700 per ticket for a Show taking place in mainland France or in any other European Union country up to the limit of cover. Only tickets with a fixed date of performance can be insured.

**Acceptance Certificate:** The document sent by e-mail by the Broker Manager to the Policyholder to confirm his/her acceptance for the Policy.

**Residence:** The principal and usual place of residence of the Insured.

**Accidental Property Damage:** Any total or partial, externally visible destruction or damage, adversely affecting the Residence or the professional premises of the Insured and caused by an Accident.

**Event:** the Cover cultural, sporting, show or leisure activity, visit or event for which the insured Ticket was purchased by the policyholder from the Distributor.

**Additional expenses:** Accommodation and transport expenses incurred in order to attend the Event. The accommodation booked must be within a maximum of 80 km of the venue where the Event is taking place.

**Cover:** The insurance Cover relating to the Contract.

**Illness:** Sudden and unforeseeable change in health recorded by a Medical Authority, resulting in the issuance of a prescription to take medicines for the benefit of the patient and involving the cessation of any professional or other activity.

**Claim:** Event likely to trigger the Cover.

**Third party:** Any natural person other than the Insured, his/her spouse or common law spouse, his/her partner in the case of a civil partnership, his/her ascendants or descendants.

**Theft:** Fraudulent deprivation by a Third Party of the insured Ticket by forcible entry or by assault.

**Theft by assault:** Theft by threats or violence exerted by a Third Party.

**Theft by forcible entry:** Theft by forcing or destroying any locking mechanism of a permanent walled and roofed real estate unit, a residence, a vehicle, etc. The use of forged keys, keys wrongly obtained or any instrument that can be used fraudulently to activate a locking mechanism without forcing or damaging it is deemed to be forcible entry.

## 2. Acceptance terms

### 2.1 Who can take out the Policy?

Any natural person of legal age who has purchased one or more Tickets from the Distributor.

### 2.2 How do you take out the Policy?

The adult natural person who wishes to benefit from the Cover for the insured Ticket(s) must subscribe to the Contract by giving his/her consent to the insurance offer at the same time as purchasing the insured Ticket online on the cirque-gruss.com website, after having read the standardized information document, the information and prior advice sheet and this information notice and having accepted the terms thereof.

All of the aforementioned documents, as well as the invoice certifying payment of the purchase price, inclusive of all taxes, of the Tickets must be stored on a durable medium by the Policyholder. These documents may be sent by post upon request.

### 2.3 Proof the policy has been taken out

The electronic data kept by the Insurer or any agent of its choice shall be valid for signature by the Policyholder, are enforceable against him/her and may be accepted as proof of his/her identity and consent to the insurance offer and the terms and conditions of this Information Notice.

### 2.4 Confirmation of taking out the Policy

The Broker Manager sends the Policyholder, by e-mail, an Acceptance Certificate and this Information Notice in addition to, as a reminder, the pre-contractual information documents, which the Policyholder also undertakes to store on a durable medium.

### 2.5 Termination of the policy

If it is taken out via the cirque-gruss.com website, in compliance with Article L.112-2-1 of the French Insurance Code, you may terminate your policy without giving reasons or incurring penalties, within fourteen (14) calendar days following the date of receipt of your contractual documents, simply by cancelling his/her insurance application in his/her customer area on the managing Broker's website and may use the following model: *"I, the undersigned, Surname, First Name and Address, hereby cancel my enrolment in "Cirque Arlette Gruss TICKETING" Insurance n°st6bnb. Date and Place, Signature"*.

The Broker Manager, in the name and on behalf of the Insurer, will then reimburse him/her for the insurance premium paid at the time the policy was taken out.

However, if the Insured requests to benefit from the Cover during the termination period, under the conditions set out in the Notice, he/she will no longer be able to exercise his/her right of termination, and this declaration constitutes his/her consent to the execution of the Policy. The above provisions also apply if the Policyholder provides evidence of prior coverage for any of the risks covered by the Policy and wishes to terminate his/her policy for this reason (Article L112-10 of the French Insurance Code) by post or email addressed to the Broker Manager.

### 3. Purpose and Limits of the Cover

Claims involving the insured Ticket are covered subject to the exclusions, limits of the Cover and compliance with the notification periods and formalities stipulated in this information notice.

The Cover shall apply only if the Policy is in force on the date of occurrence of the Claim.

#### 3.1 Purpose of the Cover

In the event of inability to attend the Event covered by the insured Ticket during the period of validity of the Cover (specified in Article 5 of this Policy), the insured Ticket or the part of the insured season ticket remaining to run will be reimbursed under the conditions defined in Article 8 of this Policy for one of the following causes:

- **Bodily injury, illness of one of the Insureds**, resulting in the inability to attend the Event ;
- **Bodily injury, illness or death of the legal or common-law spouse** of any of the Insureds, of his/her partner in the case of a civil partnership, of any of his/her ascendants or descendants to the second degree or of any of his/her brothers or sisters resulting in the inability to attend the Event ;
- **Bodily injury, illness or death of the person who was supposed to take care of** the Insured's minor children during the Insured Event ;
- **Pregnancy Complications** of the Insured requiring bed rest on the day of the Event, even if the state of pregnancy was known when the Contract was taken out ;
- **Birth of a child or grandchild** of the Insured, occurring in the 7 days prior to the Event ;
- **Public transport strike** on the day of the Event, i.e. stopping the public transport initially planned to get to the Event as a result of strike action, provided that there is no other means of public transport available to get to the Event or insofar as any other means of public transport available doubles the initial transport time with a minimum of 30 additional minutes ;
- **Major property damage**, occurring after taking out the Policy, affecting the Residence of the Insured or the professional premises or farm owned by the Insured or of which the Insured is the tenant or occupant free of charge, insofar as this material damage absolutely requires the Insured's presence on the premises on the day of the Event, in order to carry out the necessary protective measures ;
- **Convening of the Insured as a jury member or witness** on the day of the Event, provided that the Insured was not aware of this summons at the time the Policy was taken out ;
- **Convening the Insured to a resit/makeup examination** on the day of the Event, provided that the failure of the examination and the date of the make-up examination are not known to the Insured at the time of Enrolment in the Contract ;
- **Work requirement of the Insured** , i.e. professional travel of the Insured on the day of the Event of more than 150 km from the place of the Event or obligation for the Insured to be at his/her workstation or at a professional appointment with a supplier or client at the time of the Event, provided that this professional constraint was not known to the Insured at the time of taking out the contract ;
- **Theft of identity papers (identity card or passport)** essential for the Insured to travel to the location of the Event or to collect his/her insured Ticket, occurring in the month preceding the Insured Event, prior to the purchase of the Ticket and provided that this theft is reported to the competent police authorities ;
- **Theft of one or more insured Tickets** committed by breaking and entering or by assault, provided that the theft is reported to the competent police authorities ;
- **Immobilization of the Insured's vehicle** until the day after the Event, on condition that it is the result of a road accident or mechanical breakdown (excluding fuel breakdown), occurring in the 6 hours prior to the Event and requiring the intervention of a breakdown mechanic ;
- **Any other random event preventing the Insured from travelling to the Insured Event (except when the Ticket is a season ticket)**, provided that it is the result of an unintentional circumstance on the part of the Insured or a member of his/her family, unforeseeable, unknown on the day of Application for the Contract and resulting from the action of a cause external to the Insured.

#### 3.2 Limits of the Cover

1 (one) single Claim per Event during the period of validity of the Cover (specified in Article 5 of this Policy) up to a limit of €3,000 per basket (all tickets/subscriptions purchased by the member).

**WHEN THE REQUEST FOR REIMBURSEMENT CONCERNS A SUBSCRIPTION, REIMBURSEMENT WILL ONLY BE MADE ON THE BASIS OF A REQUEST WITH SUPPORTING DOCUMENTS (REIMBURSEMENT WITHOUT EXCESS). REQUESTS FOR REIMBURSEMENT WITHOUT SUPPORTING DOCUMENTS WILL NOT BE ACCEPTED.**

#### 4. Exclusions

Claims due by the following events are excluded from the cover:

- Error in entering the choice of ticket and/or error in entering the order, i.e.: error in the number of tickets, error in the date, error in the place, error in the choice of seat category, duplicate purchase of tickets by the Insured or by a third party on behalf of the Insured at the time of reservation ;
- Cancellation of the insured event itself or the postponement or change of the date, place, time, scheduling or organization of the event initially booked ;
- Accidents or illnesses that have been first diagnosed, treated, relapsed or hospitalization prior to the date of Enrolment in the Contract ;
- Illnesses requiring psychological medical and/or psychotherapy treatments (including nervous breakdowns) except where they result in hospitalization for more than 4 days consecutive ;
- Suicide, attempted suicide ;
- Non-compliance with the health regulations in force put in place by the government for attending shows or entering any type of premises open to the public ;
- Malfunctions of the booking platform ;
- Loss of the insured Tickets ;
- Loss of identity papers ;
- Interruption of public transport as the result of a judicial or administrative decision ;
- Tickets controlled by any means by the event organizers at the entrance to the venue ;
- Theft of the insured Tickets committed without forcible entry or assault ;
- Aesthetic treatments, cures ;
- In vitro fertilisation ;
- Periodic medical examinations for check-ups or observation ;
- Epidemics or pandemics as defined by the Ministry of Health or WHO, pollution, strikes (other than public transport strikes provided for by the Cover), natural catastrophes, riots, civil commotion ;
- Wilful or fraudulent misconduct committed by the Insured ;
- Negligence of the Insured ;
- Events which the Insured was aware, when taking out the Policy, were likely to trigger the Cover ;
- Criminal proceedings against the Insured ;
- Failure to present, for any reason whatsoever, any of the documents required to collect the insured Ticket or Tickets, except in the case of Theft of the identity papers stipulated in Article 3.1 ;
- Acts of war or civil war and similar events, riots, internal unrest, politically-motivated acts of violence, terrorist attacks or acts, strikes, lock-out and industrial disputes, expropriations or interventions similar to an expropriation, seizures, withdrawals, decrees or various interventions of a higher authority as well as loss or damage arising from natural catastrophes or from nuclear energy.

Any Insured appearing in any official, government or police database of proven or suspected terrorists as well as any Insured who is a member of a terrorist organisation or drug trafficking organisation or is involved as a supplier in the illegal trade in nuclear, chemical or biological weapons is always excluded from the benefit of the Cover.

#### 5. Period of validity of the Cover

Once validated by the Member at the time of purchase of the Tickets, the Cover takes effect once the Distributor has effectively collected the total amount of the contribution due.

The Cover ceases:

- Automatically on the date and time of the Event or, in the case of tickets valid over several days, at the end of the first day of the Event;
- If the waiver period is exercised under the conditions set out in article 2.5;
- In all other cases provided for in the Insurance Code.

#### 6. Insurance premium

The amount of the contribution depends on the total amount (including tax) of the number of Tickets purchased by the Member. The amount is indicated to the Member before he/she agrees to join and then, once the membership has been completed, on the Insurance Certificate.

The insurance premium is paid by the Member in full to the Distributor at the same time as the reservation of the Event.

In the case of payment in instalments of the assured Ticket, the total amount of the insurance premium is paid at the time of the first or the last direct debit.

It is duly noted that the payment of the annual contribution by monthly direct debit is a payment method granted to the Policyholder. However, the premium is deemed certain, liquid and payable to the Insurer from the policy has been taken out. Thus, in the event of non-payment of the premium, the Insurer reserves the right to request payment of the total premium from the Policyholder.

## 7. Declaration of claim and supporting documents

### 7.1 How do you report a Claim?

The claim must be reported within 5 days of the the Policyholder becoming aware that he/she is unable to attend the Event, except in the case of fortuitous events or force majeure.

Claims must be reported to the managing broker in the following manner:

- By email to [contact@meetch.io](mailto:contact@meetch.io)
- Via the online form, the access link for which is provided in the membership confirmation email
- By post, by sending your claim to Phenomen / Remboursement Meetch - 141, avenue de Wagram 75017 Paris.

If the Member does not respect this time limit for declaring the Claim and if the Insurer proves that this delay has caused him prejudice, the Member will not benefit from the Cover (article L 113-2 of the Code des Assurances).

### 7.2 What supporting documents should be provided?

To obtain compensation for a Claim, the Member must provide the following supporting documents:

- In all cases: the original of the Insured Ticket(s) (unless the Insured Ticket(s) could not be collected and unless the Insured Ticket(s) was stolen or if it is an e-ticket) and the bank details of the Insurance Member (to enable the compensation to be transferred).
- If the Insured Tickets could not be collected or if the Insured Tickets were stolen or if they are e-tickets: proof of payment (invoice, bank statement, etc.).
- In the event of bodily injury or illness: initial medical certificate\* explicitly stating the contraindication to attending the booked Event.
- In the event of death: copy of death certificate.
- In the event of a complication of pregnancy: medical certificate\* stating that the Insured must be confined to bed on the day of the Event.
- In the event of birth: copy of the birth certificate.
- In the event of a public transport strike: proof of address and proof from the public transport company that the original journey time has been doubled by at least 30 minutes.
- In the event of major property damage: a copy of the claim form submitted to the insurer of the property(ies) affected.
- If you are summoned to appear as a juror or witness or to sit a make-up exam: copy of the official summons.
- In the event of a professional constraint: a copy of the mission order drawn up by the Insured's employer. The travel order must be drawn up on paper or by email on the company's letterhead, including the company's SIREN number. The travel order must be dated, stamped and signed by the Insured's employer.
- In the case of a business meeting with a supplier or customer: copy of the identity papers of the person being met.
- In the event of theft of identity papers or theft of the insured Ticket(s): copy of the police report.
- If the Insured's vehicle is immobilized: copy of the breakdown/towing invoice.
- For any other random event (**except where the Ticket is a season ticket, in which case this reason is not admissible**): all elements requested by the Broker Manager to enable the nature of the hazard preventing travel to the Event to be established, in the light of the nature of the circumstance in which it occurred.

\*The medical certificate must be issued by a Medical Authority that is a Third Party to the Insured.

All supporting documents relating to the Claim must be sent to the handling Broker via the channels indicated in Article 7.1.

**Furthermore, the Policyholder must provide the Managing Broker with any document that the Insurer considers necessary to assess the validity of his claim for compensation.**

**If it considers it necessary, the Insurer may request the opinion of an expert or an investigator to assess the Claim.**

**If, in bad faith, the Insured uses inaccurate documents as proof, uses fraudulent means or makes inaccurate or incomplete declarations, the Cover will not be acquired by the Member and the Insurer will be entitled to retain the premiums paid. The Insurer reserves the right to take legal action before the criminal courts.**

## 8. Compensation procedures

Insofar as cover is acquired, the price of the insured Ticket, less any amounts reimbursed by the organizer of the Event, will be reimbursed in full to the Member by bank transfer, within 48 hours of the date on which the Handling Broker is in possession of all proof of the Claim, up to the limit of the cover specified in article 3.2.

In the case of a subscription refund, only the remainder of the subscription will be refunded.

If the insured fails to send the necessary supporting documents, a discount of 30% will be applied to the purchase price (including tax) of the insured Ticket.

**NO COMPENSATION WILL BE PAID IF A CLAIM IS MADE BEFORE THE FULL PRICE OF THE TICKETS AND THE SUBSCRIPTION HAVE BEEN PAID.**

Once compensation has been paid, the insured Tickets become the property of the Insurer (article L121-14 of the Insurance Code).

## 9. Complaints - Mediation

If the Member is not satisfied, he/she may submit a claim to the Managing Broker's Claims Department, which can be contacted as follows:

- by email: [reclamation@meetch.io](mailto:reclamation@meetch.io)
- by post: PHENOMEN - 141, avenue de Wagram - 75017 PARIS.

From the date on which the claim is sent, the Claims Department concerned undertakes to acknowledge receipt of the claim within 10 working days and, in any event, to respond to the claim within a maximum of 2 months.

The above procedure does not apply if the dispute has been brought before a court, either by the Member or by the Insurer.

If the disagreement persists after the reply given by the Insurer or the managing broker, the Member may seek the opinion of the Insurance Mediator, who may be contacted as follows:

- Online at [www.mediation-assurance.org](http://www.mediation-assurance.org)
- By post to: La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09.

Referral to the Insurance Ombudsman is free of charge, but only after you have sent us a written complaint.

The provisions of this paragraph are without prejudice to other legal remedies.

## 10. Miscellaneous provisions

**Territoriality:** Cover is acquired by the Member for Claims occurring anywhere in the world. Compensation will be paid at the Member's place of residence.

**Applicable law and language used:** the Contract is governed by French law. The language applicable to the Contract is French. The language used throughout the duration of the subscription is French, which takes precedence over any other language into which the Information Memorandum may have been translated.

**Subrogation:** As authorized by Article L 121-12 of the Insurance Code, the Insurer may take action against the party responsible for the Loss to obtain reimbursement of the compensation paid to the Member.

**Multiple insurance policies:** In accordance with the provisions of Article L121-4 of the Insurance Code, when several insurance policies are taken out without fraud, each of them produces its effects within the limits of the cover provided by each policy, and in compliance with the provisions of Article L121-1 of the Insurance Code.

**Misrepresentation:** Any misrepresentation made by the Member in connection with a Claim exposes him/her, if his/her bad faith is proven, to the nullity of his/her membership and therefore to the loss of his/her right to cover, although the insurance premium is retained by the Insurer.

### Data Protection:

The Policyholder is expressly informed that his personal data is processed by the Insurer and the Broker for the purposes of performing the Cover taken out. The Insurer and the Broker act as joint data controllers within the meaning of the European Regulation for the protection of personal data.

As such, the Insurer is required to process identification data, data relating to the management of the insurance contract, claims and insurance products taken out. These data are processed for the purposes of the signing, management and execution of the Guarantee, including the management of contracts, the execution of contractual guarantees, the development of statistics and actuarial studies, the management of complaints, claims, pre-litigation, litigation and the defense of his rights as well as the implementation of due diligence obligations in the context of the fight against money laundering and the financing of terrorism, asset freezing measures, the fight against

the financing of terrorism and financial sanctions, including the triggering of alerts and declarations of suspicion and the implementation of measures aimed at combating insurance fraud. The legal bases founding the processing carried out are the execution of the insurance contract, the legitimate interest pursued by the Insurer to prevent fraud and to deal with it or compliance with legal obligations. In general, personal data is kept for the time necessary to achieve the objectives pursued. In any case, the Policyholder's data is kept for the entire duration of the insurance contract plus a period of 5 years in the archives.

This information is intended exclusively for the Insurer and the Managing Broker (and their agents) for the purposes of performing the Guarantee. They may also be disclosed to any public or private body for the purpose of complying with legal obligations. The Insurer may also use subcontractors to entrust them with all or part of the processing.

The Managing Broker has been entrusted with the management of the Insurance Contract and is as such the Member's preferred point of contact for any questions or requests.

The Policyholder has a right of access, opposition, rectification, limitation, portability and deletion of information concerning him. The Policyholder also has the right to lodge a complaint with the competent supervisory authority.

The Policyholder is invited to exercise his rights by contacting the Managing Broker at the following email address: [dpo@meetch.io](mailto:dpo@meetch.io).

For more information concerning the processing of personal data carried out by the Insurer, the Policyholder is invited to consult the Insurer's Privacy Policy available on request from [dpo@seyna.eu](mailto:dpo@seyna.eu).

Any false or irregular statement may be subject to specific processing intended to prevent or identify fraud and may lead to inclusion on a list of persons presenting a risk of fraud.

**Limitation period:** Any action arising from the Policy taken out is barred after 2 years from the event giving rise thereto. The limitation period may be interrupted by the appointment of an expert following a Claim or by the Insurer or the Policyholder sending to the other party a registered letter with acknowledgement of receipt.

**Article L114-1 of the French Insurance Code:** "Any actions arising from an insurance policy are barred after two years from the event giving rise thereto. However, this time limit does not begin to run:

1. In the event of non-disclosure, omission or misrepresentation regarding the risk incurred, until the day on which the insurer became aware of it;
2. In the event of a claim, until the day on which the interested parties became aware of it, if they prove that they were unaware of it until that point. Where the cause of the insured's action against the insurer is third party recourse, the limitation period does not begin to run until the day on which such third party has filed a legal action against the insured or has been compensated by the latter. [...]"

**Article L114-2 of the French Insurance Code:** "The limitation period is interrupted by any of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. Interruption of the limitation period may, in addition, result from the insurer sending a registered letter with acknowledgement of receipt to the insured concerning the action for payment of the premium and from the insured sending one to the insurer concerning payment of the compensation".

The ordinary causes of interruption of the limitation period, referred to in Articles 2240 to 2246 of the French Civil Code, are a writ of summons, including in emergency proceedings, order or seizure, as well as recognition by one party of the other party's right.

**Article L114-3 of the French Insurance Code:** "Notwithstanding Article 2254 of the French Civil Code, the parties to the contract of insurance may not, even by mutual agreement, change the limitation period, or add to the causes of suspension or interruption thereof".