

## SEE TICKET TICKETING - “Cancellation Insurance” Information Notice

Information notice of group damage insurance policy no. 2.500.361 “SEE TICKETS Ticket Cancellation Insurance” (hereinafter referred to as the Policy):

- Subscribed by **SEE TICKETS**, SAS with capital of €290,482.40, whose registered office is located at 12, rue de Penthièvre 75008 Paris, registered with the Paris Trade and Companies Register under No. 453 942 948 and ORIAS under no. 11 063 329, in the name and on behalf of its subsidiaries (hereinafter referred to as the Subscriber);
- From **AIG EUROPE SA**, Insurance Company registered in Luxembourg (Trade & Companies Register No. B 218806) whose registered office is located at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg branch in France Tour CBX, 1 Passerelle des Reflets, 92400 Courbevoie, Nanterre Trade and Companies Register 838 136 463 (hereinafter referred to as the Insurer);
- Distributed by **SEE TICKETS** (hereinafter referred to as the Distributor) registered with ORIAS under no. 11 063 329 [www.orias.fr](http://www.orias.fr) as agent of PHENOMEN;
- And managed by **PHENOMEN**, SAS with capital of €10,000, having its registered office at 141, avenue de Wagram 75009 Paris, registered with the Paris Trade and Companies Register under number 833 740 699 and ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the Program Administrator).

The Insurer is approved by the Luxembourg Ministry of Finance and controlled by the Commissariat aux Assurances 11 Rue Robert Stumper, L. 2557 Luxembourg, Grand Duchy of Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>. AIG Europe SA's annual solvency and financial situation report is available at <http://www.aig.lu/>. The marketing of insurance policies in France by the French branch of AIG Europe SA is subject to the applicable French regulations, under the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

The Distributor and the Program Administrator are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest 75436 Paris Cedex 09.

The Program Administrator, which operates under the trademark “MEETCH”, is mandated by the Insurer to manage the Policy both in terms of membership and claims.

The Program Administrator can be contacted as follows:

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

### 1. DEFINITIONS

All highlighted and capitalised terms appearing in the body of this Information Notice, where not otherwise defined, shall have the following meanings:

**Bodily Injury**: Bodily injury resulting from the sudden action of an unintentional cause beyond the victim's control and confirmed by a Medical Authority.

**Policyholder**: The adult natural person whose Residence is located in the European Economic Area or in Monaco, who purchased an Insured Ticket and joined the Policy and who is identified as such on the Certificate of Membership.

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

**Insured Ticket**: Entry fee or permit of a maximum amount of €3,000 inclusive of tax per unit for a Show taking place in the European Economic Area. Only tickets with a fixed date of performance can be insured.

**Certificate of Membership**: The document sent by e-mail by the Program Administrator to the Policyholder to confirm his/her enrolment to the Policy.

**Spouse:** The Insured's spouse, when they are not legally separated, his/her partner or any other person with whom he/she has signed a civil solidarity pact (or any equivalent) living at the Insured's Residence.

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

**Illness:** Sudden and unforeseeable alteration of health observed by a doctor, resulting in the issuance of a prescription to take medicines for the benefit of the patient.

**Doctor:** Any Third Party who graduated from a faculty of medicine recognised by the World Health Organization who is approved by the competent authorities of the country in which he/she practices medicine.

**Family Member:** The Spouse, ascendants or descendants of the Insured or his/her Spouse to the second degree, as well as the brothers and sisters of the Insured or his/her Spouse and their children.

**Significant material damage:** Any material damage (fire, burglary, water damage, explosion, collapse) caused to the Residence of one of the Insured persons or to the professional premises or farming operation of which this Insured is the owner, tenant or occupant free of charge, insofar as this damage requires the presence on the premises of the Insured on the day of the Show to carry out the necessary precautionary measures.

**Claim:** Event likely to trigger "Cancellation Insurance" coverage under the Policy.

**Show:** Any cultural, sporting or leisure event for which the Insured Ticket has been purchased by the Policyholder on the Distributor's website.

**Third Party:** Any natural person other than the Insured or a Family Member.

**Theft:** Fraudulent taking of property by a Third Party.

**Theft with aggression:** Theft carried out by exercising physical violence or threat to the Insured.

**Theft with burglary:** Theft by forcing, damaging or destroying the locking mechanism, which must have been activated at the time of theft, of a real estate unit or property, motor vehicle, caravan, boat or aircraft.

## 2. MEMBERSHIP TERMS

### 2.1 Who can join the Policy?

Any adult natural person whose Residence is located in the European Economic Area or in Monaco who has purchased, in France, from the Distributor, one or more Show tickets.

### 2.2 How to join the Policy?

Adult natural persons who wish to benefit from "Cancellation Insurance" coverage for the Show tickets they purchase must join the Policy by consenting to the insurance offer at the same time as they purchase the tickets online on the SEE TICKETS website after having read the standard information document, the prior information and advice sheet, as well as this information notice, and accepting the terms contained therein. All the aforementioned documents as well as the invoice certifying payment of the purchase price, including all taxes, of the Insured Tickets must be stored on a durable medium by the Policyholder.

### 2.3 Proof of Membership

The electronic data kept by the Program Administrator on behalf of the Insurer 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 enrolment to the Policy

The Program Administrator sends the Policyholder, by e-mail, a Certificate of Membership 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 Waiver of Membership

The Policyholder may waive his/her membership in the Policy within 14 days by sending an e-mail to PHENOMEN at one of the following email addresses: [contact@meetch.io](mailto:contact@meetch.io) or by post at 141, avenue de Wagram 75017 Paris.

This document can be prepared using the following template: "I, the undersigned, [surname, first name and address], wish to waive my membership in "Cancellation Insurance" policy no. 2.500.361 and request reimbursement of the premium already paid, as applicable. Date and signature".

The insurance premium paid when purchasing the policy will be reimbursed in full to the Policyholder by bank transfer.

However, if the Policyholder requests to benefit from the “Cancellation Insurance” coverage during the cancellation period, under the conditions provided in this Information Notice, he/she may no longer exercise his/her right of waiver, and this declaration constitutes his/her agreement to the immediate performance of the Policy. Moreover, this right to waive can no longer be exercised from the date of the show.

### **3. PURPOSE AND LIMITS OF THE “CANCELLATION INSURANCE” COVERAGE**

#### **3.1 Purpose of the cover**

The Insurer shall reimburse the Insured Ticket(s) under the conditions defined in Article 8 below if the Insured(s) are unable to attend the Show for one of the following causes occurring after the date of enrolment to the Policy:

- i. **Bodily Injury, Illness or Death of one of the Insureds;**
- ii. **Bodily Injury, Illness or Death of a Family Member;**
- iii. **Bodily Injury, Illness or death of the person who was supposed to take care of the Insured’s minor children during the Show;**
- iv. **Complication of the Insured’s pregnancy requiring bed rest on the day of the Show, even if the pregnancy was known at the time the Policy was purchased;**
- v. **Birth of a child or grandchild of the Insured, occurring in the 7 days preceding the Show;**
- vi. **Strike of public transport on the day of the Show, that is to say, stoppage of the public transport initially planned to be used to travel to the Show due to a strike, insofar as there is no other means of public transport to travel to the Show or insofar as any other means of public transport available doubles the initial transport time with a minimum of 30 additional minutes;**
- vii. **Significant Material Damage;**
- viii. **Convening of the Insured as a jury member or witness on the day of the Show, insofar as this summons was not known to the Insured at the time the Policy was purchased;**
- ix. **Convening the Insured to a make-up examination on the day of the Show, provided that the failed exam and the make-up date were not known to the Insured at the time the Policy was purchased;**
- x. **Work duress of the Insured, that is to say a business trip of the Insured on the day of the Show more than 150 kilometres from the location of the Show or obligation for the Insured to be at his/her workstation or a professional appointment with a supplier or a client at the time of the Show, insofar as this professional constraint was not known to the Insured at the time the Policy was purchased;**
- xi. **Theft of identity papers (identity card or passport) required for the Insured to travel to the venue of the Show or to collect their Insured Ticket occurring within the month preceding the Show, provided that this Theft was reported to the relevant police authorities;**
- xii. **Theft with assault or Burglary of the Insured Ticket(s), provided that such Theft was reported to the relevant police authorities;**
- xiii. **Immobilisation of the Insured’s vehicle until the day after the Show, provided that it is due to a traffic accident or mechanical failure (excluding running out of fuel), which occurred within the 6 hours preceding the Show and which required the intervention of a mechanic;**
- xiv. **Any other random event, provided that it results from a circumstance unintended by the Insured or a Family Member, which was unknown or unforeseeable on the day of enrolment to the Policy, resulting from a cause beyond the Insured’s control.**

#### **3.2 Coverage limit**

The coverage is limited to 1 (one) Claim per Insured Ticket, up to a maximum of 3,000 euros including tax.

#### **3.3 Specific disclaimer**

In case of Covid-19 infection (SARS-CoV-2 or coronavirus 2019 or its variants):

- For “contact cases” and asymptomatic cases, the coverage only applies if the date of the Show appearing on the Insured Ticket(s) falls within the mandatory isolation period defined by the Ministry of Health on the date the test came back positive.
- For positive symptomatic cases, the coverage only applies if the date of the Show appearing on the Insured Ticket(s) falls within the period of treatment, compulsory isolation or hospitalisation.

### **4. EXCLUSIONS**

Cancellations due to the following events are excluded from the cover:

- a) **Error in entering the selection of ticket(s)/error in entering the order(s), namely: error in the number of Insured Tickets, error in the date, error of location, error in the choice of the category of place, duplicate purchases of tickets by the Insured or by a third party on behalf of the Insured at the time of booking the show;**

- b) Cancellation of the insured Show itself or postponement or modification in the date, place, schedule, programming or organisation of the initially booked Show;
- c) Malfunctions of the booking platform;
- d) Accident or illness that was the subject of an initial finding, treatment, relapse or hospitalisation prior to the purchase date of the Policy;
- e) Neuropsychic, psychological, psychosomatic, depressive or other disorder justifying informed neuropsychiatric treatment, except where such disorders have resulted in hospitalisation of more than 4 consecutive days, including the date of the Show;
- f) The inability to access to the show site due to a failure to present a valid health pass for each holder of an Insured Ticket;
- g) Non-compliance with the health regulations in force put in place by the government to attend shows or enter any type of premises receiving the public;
- g) Suicide or attempted suicide;
- i) Loss of Insured Tickets;
- j) Loss of identity papers;
- k) Insured Tickets that have been checked at the entrance by the organisers of the Show;
- l) Aesthetic treatments and cures of any kind;
- m) Periodic medical examinations for check-ups or observation;
- n) Epidemic or pandemic declared by the Ministry of Health or WHO;
- o) Wilful or fraudulent misconduct committed by the Insured;
- p) Events which the Insured was aware, when he/she purchased the Policy, were likely to trigger "Cancellation Insurance" coverage; q) Criminal proceedings against the Insured;
- r) Failure to present, for any reason whatsoever, one of the documents required to collect the Insured Ticket(s), except in the case of Theft of identity papers as provided for in Article 3.1;
- s) Strikes (other than public transport strikes as provided for in Article 3.1 (vi), acts of civil or foreign war, riots, popular movements, acts of piracy, acts of terrorism, politically-motivated acts of violence, lockouts and social conflicts, expropriations or interventions equivalent to expropriation, seizure, pollution, damage arising from any source of radioactivity or natural disasters recognised by ministerial order or any other similar system in any other country;
- t) Any Insured appearing in any official, governmental or police database of proven or suspected terrorists as well as any Insured who is a member of terrorist organisations or drug trafficking organisations or is involved as a supplier in the illegal trade in nuclear, chemical or biological weapons.

By way of derogation to exclusion 4.n above, the inability of the Insured to attend the Show due to the Insured's infection with Covid-19 (SARS-CoV-2 or coronavirus 2019) or one of its variants leading to either medical treatment or isolation, if there are no symptoms, remains covered. Coverage is extended when the Insured is a "contact case" of a Family Member who is living in the same household as the Insured and infected with Covid-19 (SARS-CoV-2 or coronavirus 2019) or one of its variants.

## 5. VALIDITY PERIOD OF THE "CANCELLATION INSURANCE" COVERAGE

The "Cancellation Insurance" coverage takes effect on the day of enrolment to the Policy on the Distributor's website at the time of purchase of the Insured Tickets subject to payment of the premium. In the event of a split payment, the "Cancellation Insurance" coverage takes effect on the day of payment of the final instalment of the Insured Ticket.

The "Cancellation Insurance" coverage ceases:

- automatically on the date and time of the booked Show or, in the case of tickets which are valid for several days, at the end of the first day of the booked Show;
- If the cancellation period is exercised in accordance with the conditions set out in Article 2.5;
- In all other cases provided for in the French Insurance Code.

## 6. INSURANCE PREMIUMS

The amount of the insurance premium is stated at the time of enrolment to the Policy on the Distributor's site and is noted on the Certificate of Membership.

The insurance premium is paid by the Policyholder in its entirety to the Distributor at the same time as the Show is booked and the Policy is purchased.

In the event of a split payment, if the Policyholder does not pay an instalment the premium will be refund to the Policyholder.

## 7. DECLARATION OF CLAIM AND SUPPORTING DOCUMENTS

### 7.1 How to report the Claim?

The Policyholder must report the Claim within a maximum of 5 working days following the date of its occurrence, that is, from the moment the Insured became aware of the impediment to attending the Show.

The Claim is reported to the Program Administrator as follows:

- By email to the following address: [contact@meetch.io](mailto:contact@meetch.io)
- Via the online form whose access link is indicated in the registration confirmation email.

If the Policyholder does not comply with this time limit for making a Claim and if the Insurer proves that this delay caused it damage, the Policyholder will not benefit from the coverage (Article L 113-2 of the French Insurance Code).

In all cases, the Policyholder must provide his/her membership number to the Policy, the email address provided when ordering the Insured Ticket, as well as his/her bank details and/or IBAN to facilitate transfer of the compensation.

## 7.2 What supporting documentation should be provided?

To obtain compensation for their Claim, the Policyholder must provide the following supporting documents:

- In the event of a Bodily Injury or Illness: the medical certificate specifying the date and nature of the Injury or Illness.
- In the event of death: Copy of death certificate.
- In case of pregnancy complication: the medical certificate certifying that the Insured must be on bed rest on the day of the Show.
- In case of birth: Copy of birth certificate.
- In the event of a public transport strike: Proof of Residence and proof from the public transport company in order to determine that the conditions of the cover are met.
- In case of Significant Material Damage: Copy of the declaration of loss made to the insurance company for the damaged property, any expert report or any other element establishing that the conditions of the cover have been met
- In the event of a summons as a jury member or witness or to take a make-up exam: Copy of the official notification.
- In case of work duress or professional appointments: Copy of the assignment order drawn up by the Insured's employer along with a copy of the identity papers of the line manager who ordered the travel or professional appointment or the obligation to be at his/her workstation.
- In case of Theft of identity papers or Theft of the Insured Ticket(s): Copy of the police report.
- If the Insured's vehicle is immobilised: Copy of vehicle repair/towing invoice.
- For any other random event: any evidence that the conditions of the coverage are met.

All supporting documentation for the Claim must be sent to the Program Administrator via the channels indicated in Article 7.1.

**The Insurer may request the opinion of an expert or an investigator as well as any other document objectively and strictly necessary in order to verify that the conditions of the coverage are met.**

**If, in bad faith, the Insured uses inaccurate documents as supporting documentation, uses fraudulent means or makes inaccurate or incomplete statements, the coverage will be forfeited by the Policyholder. The Insurer reserves the right to bring legal action before the criminal courts.**

## 8. COMPENSATION PROCEDURES

### 8.1 Compensation: with supporting documents

The price of the Insured Ticket, less any amounts reimbursed by the organiser of the Show, will be reimbursed in full to the Policyholder by bank transfer within 48 working hours following the date on which the Program Administrator receives all supporting documents of the Claim up to the limit of the "Cancellation Insurance" coverage indicated in Article 3.2.

### 8.2 Compensation in the absence of all supporting documents

If the Policyholder does not provide the supporting documents as provided for in Article 7.2, he/she shall be responsible for paying a deductible of 30% of the purchase price including tax of the Insured Ticket.

### 8.3 Specific compensation method for Covid-19 infection (SARS-CoV-2 or coronavirus 2019 or its variants)

By way of derogation from Article 8.2 above, in the event of Covid-19 infection (SARS-CoV-2 or coronavirus 2019 or its variants), a medical certificate or a positive test must be provided by the Insured. If the Insured is a "contact case" with a Family Member living in the same household, he or she must also provide proof of Covid-19 infection and proof of address for that family member. Failing this, the Insured will not be able to benefit from the coverage.

Once compensated, the Insured Tickets automatically become the property of the Insurer (Article L121-14 of the French Insurance Code).

In the event of an instalment payment, no compensation shall be granted in the event of a claim being reported before payment the last instalment of the price of the Insured Tickets, the coverage taking effect on the day of the payment of the entire price of the Insured Tickets.

## 9. COMPLAINT

9.1 In the event of dissatisfaction with the enrolment in the Policy, the complainant can contact PHENOMEN at the following postal address 141, avenue de Wagram 75017 Paris, or at the following email address: [reclamation@meetch.io](mailto:reclamation@meetch.io)

The complainant will receive an acknowledgment of receipt within 10 (ten) working days from the sending of the written complaint and a response will be provided within 60 (sixty) days (except in special circumstances in which case the complainant will be informed).

When the complainant is a natural person acting for non-professional purposes, he or she may, within 2 (two) months after sending of his or her written complaint, or if the disagreement persists after the response provided by PHENOMEN, refer the matter to the French Insurance Ombudsman by post to the following address: La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09, or by completing the online form available at [www.mediation-assurance.org](http://www.mediation-assurance.org).

9.2 If the complainant is not satisfied with the performance of the Policy, he or she can contact the customer service department of the French branch of the Insurer at the following address: AIG Europe SA - Service Clients, Tour CBX, 1 passerelle des Reflets, CS 60234, 92913 Paris La Défense Cedex. The request must indicate the policy number and specify the subject matter.

The French branch of the Insurer undertakes to acknowledge receipt within 10 (ten) working days from the sending of the written complaint and to provide a response within no more than 30 (thirty) days following the date of receipt of the complaint (except in special circumstances in which case the complainant will be informed).

When the complainant is a natural person acting for non-professional purposes, he or she may, within 2 (two) months after sending of his written complaint, or if the disagreement persists after the response provided by the French branch of the Insurer, refer the matter to the French Insurance Ombudsman by post to the following address: La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09, or by completing the online form available at [www.mediation-assurance.org](http://www.mediation-assurance.org).

As AIG Europe SA is a Luxembourg insurance company, the complainant may also, if the disagreement persists after the response provided by the French branch of the Insurer or in the absence of a response after 90 (ninety) days:

1. escalate the complaint to the Insurer's registered head office by writing to [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com)
2. contact one of the Luxembourg mediation bodies whose contact details can be found on the website of the Insurer's head office at the following address <http://aig.lu>; or
3. file an extra-judicial appeal before the Commissariat Aux Assurances of Luxembourg (CAA), either by post to the address of the CAA, 11 Rue Robert Stumper, L. 2557Luxembourg, or by fax sent to the CAA at +352 22 69 10, or by email by writing to [reclamation@caa.lu](mailto:reclamation@caa.lu), or online on the CAA website <http://www.caa.lu>.

None of the above amicable remedies shall prejudice the complainant's right to bring legal action.

When the contract has been taken out online, the complainant also has the option of using the European Commission's Online Dispute Resolution (ODR) platform at the following address: <http://ec.europa.eu/consumers/odr/>

The Insurer's customer satisfaction policy is available on its website at the following address: <http://www.aig.com>

The broker's customer satisfaction policy is available on its website at the following address: <https://www.pheno.men> or <https://www.meetch.io>

## 10. MISCELLANEOUS PROVISIONS

**Territoriality:** The Policyholder is covered for Claims occurring anywhere in the world. The compensation shall be paid exclusively in the place of the Policyholder's Residence.

**Multiple insurance policies:** In accordance with the provisions of Article L121-4 of the French Insurance Code, where several insurance policies are taken out without fraud, each of them shall produce its effects within the limits of the guarantees of each policy and in compliance with the provisions of Article L121-1 of the French Insurance Code.

**Limitation period:** In accordance with Articles L 114-1 to L 114-3 of the French Insurance Code, any action deriving from the Policy is time-barred two (2) years from the event giving rise thereto.

However, this time limit does not begin to run:

- in the event of reluctance, omission or false or inaccurate statement regarding the risk incurred, until the day on which the Insurer became aware of it;
- in the event of a Claim, until the date on which the interested parties became aware of it, if they prove that they were unaware of it until that point.

The limitation period may be interrupted:

- by one of the ordinary causes interrupting the statute of limitations, namely: any legal action, including in summary proceedings, any order, seizure or protective or enforcement measure served on the person whom one wishes not to be time barred, in accordance with Articles 2241 to 2244 of the French Civil Code;
- any unequivocal acknowledgement of the Insured's right by the Insurer, or any acknowledgement of debt by the Insured to the Insurer in accordance with Article 2240 of the French Civil Code;
- any legal action or enforcement measure against a jointly and severally liable debtor, any recognition by the Insurer of the right of the Insured or any acknowledgement of the debt of one of the joint and several debtors interrupts the limitation period with regard to all co-debtors and their heirs, in accordance with Article 2245 of the French Civil Code.
- by appointing an expert following a Claim or by sending - by the Insurer or the Insured to the other party - a registered letter with acknowledgement of receipt.

**Protection of personal data:** As data controller under European Regulation 2016/679 on the Protection of Personal Data, the Insurer undertakes to protect the personal data of its customers, insured persons and partners in accordance with said regulation. The personal data collected by the Insurer is collected for the purposes of enabling (automatically or otherwise) the underwriting and management of insurance policies and claims. The Insurer may also use the personal data collected for crime prevention (particularly in relation to the fight against fraud and money laundering). The Insurer may disclose personal data to the companies of its group, service providers and other third parties for these same purposes.

Personal data may be transferred abroad, including to countries outside the European Economic Area. These transfers are governed by appropriate guarantees, in particular contractual guarantees, in accordance with the applicable European regulations.

Data subjects have certain rights relating to their personal data, in particular, the rights of access, rectification, limitation of use, opposition, erasure or portability. Further information on the use of personal data by the Insurer and on the rights of data subjects is available at <http://www.aigassurance.fr/protection-des-donnees-personnelles> Data subjects may exercise their rights by writing to: AIG Service Conformité, Tour CBX - 1 passerelle des Reflets - 92400 Courbevoie or by e-mail to [donneespersonnelles.fr@aig.com](mailto:donneespersonnelles.fr@aig.com) A copy of the Insurer's Personal Data Protection Policy can be obtained by writing to the address indicated above.

**Language of the Policy and applicable law:** French is the language used for the Policy and for any exchanges that will take place throughout its term. The Policy is governed by French law.

**Jurisdiction:** In the event of a dispute, the Policyholder may summon the Insurer before the Court of Justice or the Commercial Court of Nanterre or the competent court of his/her own Residence.

**International sanctions:** In accordance with Article 6 of the French Civil Code, it is noted that none of the covers of this Policy may apply if its object is a risk whose insurability would be contrary to public policy, or when a prohibition to provide an insurance policy or service is imposed on the Insurer due to a sanction measure, any restriction, prohibition or embargo prescribed by the laws or regulations of the United States of America, Grand Duché of Luxembourg or any State or by any decision of the United Nations or the European Union.