

## Meetch Refund Insurance

### Insurance Product Information Document

Company: 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

Product: "Billetterie Cercle 2024" Insurance Policy


This information document is a summary of the main covers and exclusions of "Billetterie Cercle 2024" insurance policy n°7ay7e-23, 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 "Billetterie Cercle 2024" insurance is an optional group damage insurance, the purpose of which is to cover inability to attend a booked show as a result of certain events.



#### What is insured?

The covers preceded by a tick  are systematically included in the policy.


-  The refund of the ticket in case of inability for the Insured to attend the Show which is the subject of the insured Ticket for any reasons listed in the article 3.1 of the Information Notice.

Limit of guarantee :

- With or without supporting documents (30% discount on the purchase price, inclusive of all taxes, in the absence of supporting documents);
- Up to a maximum of €3,000 per basket (all the Tickets bought by the policyholder).



#### What is not insured?

-  Cancellation of the show or postponement or change of the date, place, time, scheduling or organisation of the Show initially booked on account of the organiser or the theatre.



#### Are there any exclusions to the coverage?

Main exclusions:

- ! Suicide, attempted suicide;
- ! Accidents or illness existing prior to taking out the insurance policy;
- ! Loss of the insured tickets;
- ! Wilful misconduct;
- ! Negligence;
- ! Events of which the policyholder was aware before taking out the policy;
- ! Error in entering the choice of ticket and/or error in entering the order;
- ! Riots, internal troubles, 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 damages resulting from natural disasters;
- ! Interruption of public transport as the result of a judicial or administrative decision;
- ! 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;
- ! Epidemics or pandemics as defined by the Ministry of Health or by WHO.

**Notwithstanding the exclusion "Epidemics or pandemics as defined by the Ministry of Health or by WHO", cover is provided for the inability of the policyholder to get to the event because of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) and resulting in either medical treatment or**

isolation in the event of no symptoms. In this case, the refund will be eligible only on presentation of supporting documents. No request without supporting documents will be accepted.



#### Where am I covered?

Worldwide for shows eligible for cover. However, compensation may only take place in euros.



#### What are my obligations?

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



#### When and how to make payments?

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



#### When does the cover commence and when does it end?

The cover comes into effect immediately after the Policyholder validates the Cover at the time the insured Tickets are bought and the premium is paid to the distributor.  
The cover ends automatically on the day and at the time of the show booked or after the end of the first day of the show in the case of tickets valid over several days.



#### How can I terminate the policy?

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

- In the event that the limits of cover are reached;
- In the event of cancellation of the insured show;
- In all other cases provided for in the French Insurance Code.

The request must be made to the Program Administrator.

**Information and advice sheet  
prior to taking out the insurance policy  
“Billetterie Cercle 2024”**

You have just bought one or more tickets for a show and you wish to protect yourself against certain events that may prevent you (or your loved ones) from attending the show booked.

With regard to the information you have provided us with concerning what you want in terms of insurance, the “Billetterie Cercle 2024” insurance seems to us to be a solution that meets your needs.

The “Billetterie Cercle 2024” insurance derives from group damage insurance policy no. n°7ay7e-23 taken out by:

- **Cercle**, SAS with a share capital of €9.183,80 whose registered office is at 141, rue de l’université – 75007 Paris, registered in the Paris Trade and Companies Register under n° 823 242 169(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 **Cercle**, SAS €9.183,80 whose registered office is at 141, rue de l’université – 75007 Paris, registered in the Paris Trade and Companies Register under n° 823 242 169 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”).

Phenomen and Seyna are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution [Prudential Supervision and Resolution Authority], 4 place de Budapest CS 92549 75436 Paris Cedex 09.

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

Phenomen is remunerated in the form of commissions.

**Covers\*:**

**Insured events :**

- Bodily Injury, Illness of any 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 Show;
- Pregnancy complication of the Insured Birth of a child or grandchild of the Insured;
- Strike of public transport on the day of the show;
- 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 Show 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 Show.

**Scope of your covers:**

The insured tickets (up to a maximum of €3,000) are refunded in full if you provide all of the supporting documents requested.

A 30% discount is applied to the refund of the purchase price, inclusive of all taxes, of your insured tickets (up to a maximum of €3,000) if you do not provide the supporting documents requested.

NB: Refund in the event of infection with Covid 19 is eligible only on presentation of supporting evidence. No request without supporting documents will be accepted.

*\* The comprehensive description of the “Billetterie Cercle 2024” 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 to the following events are excluded from the cover:**

- **Error in entering the choice of the ticket and/or error in entering the order, namely: error in the number of 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 ;**
- **Cancellation of the insured Show itself or postponement or change of the date, place, time, scheduling or organisation of the Show initially booked ;**

- Accidents or illnesses that were the subject of an initial finding, treatment, relapse or hospitalisation prior to the Purchase date of the Policy;
- Illnesses requiring psychological, medical and/or psychotherapy treatments (including nervous breakdown) except when they gave rise to hospitalisation for more than 4 consecutive days;
- Inability to access the show site due to a failure to present a valid health pass or vaccination pass for each holder of an insured show ticket;
- 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;
- Suicide or attempted suicide;
- 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 the organisers of the Show;
- Theft of the insured Tickets committed without forcible entry or assault;
- Aesthetic treatment, 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.

**COVER for Covid-19 or its variants:**

Notwithstanding the exclusion “Epidemics or pandemics as defined by the Ministry of Health and WHO”, cover is provided for the policyholder’s inability to get to the event due to infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) and leading to either medical treatment or isolation in the event of no symptoms. Cover is extended to persons who are “contact cases” living in the same household (contact cases strictly limited to the following persons: legal or common law spouse of any of the Insureds, his/her partner in the case of a civil partnership, any of his/her ascendants or descendants to the second degree).

**Period:**

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

**Price:**

The amount of the premium depends on the total cost, inclusive of all taxes, of the number of Tickets bought by the Policyholder. 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 Show is booked.

**Termination of the Policy:**

If it is taken out via the Cercle website, cerclemusic.com, 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 Program Administrator’s website.

Termination letter template:

*“I the undersigned, Surname, First Name and Address, declare that I am terminating my Billetterie Cercle 2024 Insurance.  
Date and Place, Signature”.*

The Program Administrator, 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 period of insurance is French.

Pre-contractual relations 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.

## BILLETTERIE Cercle 2024 – Information Notice

Information notice for optional group damage policy n°y7ay7e-23 "Cercle 2024 Refund Insurance" (hereinafter referred to as the "Policy") taken out by:

- **Cercle**, SAS with a share capital of €9.183,80 whose registered office is at 141, rue de l'université – 75007 Paris, registered in the Paris Trade and Companies Register under n° 823 242 169(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 **Cercle**, SAS €9.183,80 whose registered office is at 141, rue de l'université – 75007 Paris, registered in the Paris Trade and Companies Register under n° 823 242 169 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").

Phenomen and Seyna are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution [Prudential Supervision and Resolution Authority], 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 acceptance 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

**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 Program Administrator 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.

**Cover:** The insurance cover relating to the Policy.

**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.

**Show:** the show or cultural, sporting or leisure event covered 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, 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 adult natural person residing in the European Union who has purchased, in France, from the Distributor, one or more Show Tickets.

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

The adult natural person who wishes to benefit from Cover for the insured Ticket(s) must take out the Policy by giving his/her consent to the insurance offer at the same time as the purchase of the insured Ticket:

- either at one of the Distributor's shops after having read the standard information document, the information and prior advice sheet as well as this information notice;
  - or online on the Distributor's website, after having read the standard information document, the information and prior advice sheet as well as this information notice and having accepted the terms thereof.
- All the aforementioned documents as well as the invoice certifying payment of the purchase price, including all taxes, of the Show 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 Program Administrator 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 the Policyholder took the policy out online on the the Cercle website, cerclemusic.com, he/she may terminate his/her Policy within 14 days following receipt of the contractual documents, by simply cancelling his/her insurance application in his/her customer area on the Program Administrator's website using the following template: *»I the undersigned, Surname, First Name and Address, hereby declare that I am terminating my "Billetterie Cercle 2024" Insurance n° y7ay7e-23. Date and Place, Signature*".

The Program Administrator, 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 Program Administrator.

## 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 Show which is the subject of the insured Ticket during the period of validity of the Cover (stipulated in Article 5. of this Notice), the insured Ticket will be refunded on the conditions set out in Article 8. of this Notice due to any of the following causes:

- **Bodily Injury, Illness of any of the Insureds**, resulting in the inability to attend the show;

- **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 show;
- **Bodily Injury, Illness or death of the person who was supposed to take care of** the Insured's minor children during the Show;
- **Pregnancy Complications** of the Insured requiring bed rest on the day of the Show, even if the pregnancy was known at the time the Policy was purchased;
- **Birth of a child or grandchild** of the Insured, occurring in the 7 days preceding the Show;
- **Public transport Strike** 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;
- **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 property damage requires the presence of the Insured on the premises on the day of the Show, to carry out the necessary precautionary measures;
- **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;
- **Convening the Insured to a resit/makeup examination** on the day of the Show, provided that the failed exam and the resit/makeup date were not known to the Insured at the time the Policy was purchased;
- **Work requirement of the Insured**, that is to say a business trip of the Insured on the day of the Show more than 150 km 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 work requirement was not known to the Insured at the time the Policy was purchased;
- **Theft of identity papers (identity card or passport)** required for the Insured to get to the venue of the Show or to collect his/her insured Ticket, occurring within the month preceding the insured Show provided that this theft was reported to the relevant police authorities;
- **Theft of the insured Ticket or Tickets** by forcible entry or by assault provided that such theft was reported to the relevant police authorities;
- **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;
- **Any other random event preventing the Insured from going to the insured Show**, provided that it results from a circumstance unintended by the Insured or a member of his/her family, which was unknown or unforeseeable on the day the Policy was taken out, resulting from the action of a cause beyond the Insured's control.

### 3.2 Limits of the Cover

1 (one) single Claim per Show during the period of validity of the Cover (stipulated in Article 5. of this Notice) up to a maximum of €3,000 per basket (all the Tickets bought by the policyholder).

In the event of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants), the refund will be made solely on the basis of a request with supporting documents (100% refund). Requests for refund without supporting documents will be inadmissible.



#### 4. Exclusions

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

- Error in entering the choice of the ticket and/or error in entering the order, namely: error in the number of 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;
- Cancellation of the insured Show itself or postponement or change of the date, place, time, scheduling or organisation of the Show initially booked;
- Accidents or illnesses that were the subject of an initial finding, treatment, relapse or hospitalisation prior to the purchase date of the Policy;
- Illnesses requiring psychological, medical and/or psychotherapy treatments (including nervous breakdown) except if they resulted in hospitalisation for more than 4 consecutive days;
- Inability to access the site of the show due to a failure to present a valid Health Pass for each holder of an insured show ticket;
- 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;
- Suicide or attempted suicide;
- 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 the organisers of the Show;
- 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 damage resulting from natural catastrophes or 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.

**COVER for Covid-19 or its variants:**

Notwithstanding the exclusion “Epidemics or pandemics as defined by the Ministry of Health or by WHO”, cover is provided for the inability of the policyholder to get to the event because of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) and resulting in either medical treatment or isolation in the event of no symptoms. Cover is extended to persons who are “contact cases” living in the same household (contact cases strictly limited to the following persons: legal or common law spouse of any of the Insureds, his/her partner in the case of a civil partnership, any of his/her ascendants or descendants to the second degree).

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

Cover takes effect immediately after validation by the Policyholder of the said Cover at the time of the purchase of the insured Tickets and of payment of the premium to the Distributor.

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

- For contact cases and asymptomatic cases, cover is limited to the isolation period as defined by the Ministry of Health on the date of discovery that the test is positive (the date of the event appearing on the insured ticket or tickets must be within the isolation period).
- For symptomatic cases, cover is limited to the period of treatment and/or confinement at home and/or hospitalisation (the date of the event appearing on the insured ticket or tickets must be within this period).

In all cases, Cover ends:

- Automatically on the day and at the time of the show booked or after the end of the first day of the show in the case of tickets valid over several days,
- 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 premium depends on the total cost, inclusive of all taxes, of the number of Tickets bought by the Policyholder. 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 Show is booked.

## 7. DECLARATION OF CLAIM AND SUPPORTING DOCUMENTS

### 7.1 How do you report the Claim?

The claim must be reported within 5 days of the Policyholder becoming aware of it except in the case of force majeure or a fortuitous event.

The Claim is reported to the Program Administrator as follows:

- By email to: [contact@meetch.io](mailto:contact@meetch.io)
- Via the online form whose access link is indicated in your registration confirmation email ;
- By sending your notification of claim to Phenomen / Remboursement Meetch - 141, avenue de Wagram 75017 Paris

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 Cover (Article L 113-2 of the French Insurance Code).

### 7.2 What supporting documentation should be provided?

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

- In all cases: the original insured Ticket or Tickets (unless the insured Ticket or Tickets could not be collected and unless the insured Ticket(s) have been stolen) and the Policyholder's bank details (to facilitate transfer of the compensation).
- If the insured Tickets could not be collected or if the insured Tickets have been stolen: Proof of payment (invoice, bank statement, etc.).
- In the event of a serious Bodily Injury or Illness: initial medical\* certificate specifying the date and nature of the injury or illness.
- In case of Covid-19 infection (SARS-CoV-2 or coronavirus 2019 or its variants) : if it is the Policyholder who was affected: the results of his/her screening for SARS-Cov-2 or its variants. If it is one of the people in the household who was affected: the positive test of the person in question and proof of the relationship since the only beneficiaries of the cover said to be "contact cases" are the Policyholder's legal or common law spouse, the Policyholder's partner in the case of a civil partnership, the Policyholder's ascendants to the second degree or the Policyholder's children. In the absence of proof of relationship, proof of residence (receipt for rent, tax notice, title deed, electricity bill, mobile telephone bill-limited list) showing the name and/or address of the Policyholder. Where necessary, a sworn statement stipulating that the legal spouse lives under the same roof as the Policyholder.
- In the event of death: copy of death certificate.
- In case of pregnancy complication: 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 initial travel time doubled with a minimum of 30 additional minutes.
- In the event of major property damage: copy of the Notification of Claim sent to the Insurer of the damaged property.
- In the event of a summons as a jury member or witness or to take a resit/makeup exam: copy of the official notification.
- In the event of work requirements: copy of the assignment order drawn up by the employer of the Insured in question along with a copy of the identity papers of the line manager who ordered the business trip or the obligation to be at his/her workstation. The assignment order must be issued on paper or email on the company's letterhead, including the SIREN number.
- In the case of a business appointment with a supplier or client: copy of the identity papers of the person met.
- In the case of Theft of identity papers or Theft of the insured Ticket or Tickets: copy of the police report.
- If the Insured's vehicle is immobilised: copy of vehicle repair/towing invoice.
- For any other random event: all information requested by the Program Administrator to facilitate, in view of the nature of the event, establishing the circumstances of its occurrence.

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

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

**Furthermore, the Policyholder must provide the Program Administrator with any document that the Insurer deems necessary to assess the validity of his/her claim for compensation.**

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

**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

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 2 working days following the date on which the Program Administrator receives all supporting documents of the Claim up to the limit of the coverage indicated in Article 3.2.

In the absence of supporting documents, the Policyholder will bear a 30% deduction from the purchase price, inclusive of all taxes, of the insured Ticket.

In the event of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants), the refund will be made solely on the basis of a request with supporting documents (100% refund). Requests for refund without supporting documents will be inadmissible.

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

## 9. Complaints - Mediation

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.

## 10. Miscellaneous provisions

**Territoriality:** The Policyholder is covered for Claims occurring anywhere in the world. The compensation will be paid at the Policyholder's place of residence.

**Applicable law and language used:** the Policy is governed by French law. The language applicable to the Policy is French. French prevails over any other language into which the Notice could have been translated.

**Subrogation:** As authorised by Article L 121-12 of the French Insurance Code, the Insurer may take action against the person liable for the Claim in order to be reimbursed for the compensation from which the Policyholder has benefitted.

**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.

**Misrepresentation: Any misrepresentation by the Policyholder at the time of a Claim shall, if his/her bad faith is proven, result in his/her policy being declared null and void and therefore in the loss of his/her right to the Cover, and the Insurer will retain the insurance premium.**

### 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".