

# BEticketing

**The first ticket cancellation insurance  
100% digital and all causes**



This document completes the Particular conditions. Together, they form the contract. This document sets out the characteristics Particular to each cover, “what is covered” and “what is excluded (UNLESS AND EXEMPTION is expressly mentioned in the Particular Conditions) and the General Terms and Conditions that apply to all cover (UNLESS AN EXEMPTION is expressly mentioned in the Particular Conditions).

## Beticketing the insurance of your tickets 100% digital and all-causes

Insurance Product Information Document n°7097

Insurer: Mutuaide Assistance, 126 rue de la Piazza, CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Company governed by the Insurance Code. Submitted to the control of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086

Product: BeTicket optional ticket cancellation insurance contract n°7097 & 7098

### IMPORTANT NOTICE

*The purpose of this document is to provide you with an overview of the main cover and exclusions relating to this insurance product. This document is not customized to your specific needs and the information contained herein are not exhaustive. For further information on the insurance chosen and your obligations, please consult the pre-contractual and contractual conditions relating to this insurance. The complete information leaflet is available from the distributor and will be sent to you by email after confirmation of your subscription.*



### WHAT IS THIS TYPE OF INSURANCE ?

This product is dedicated to ticketing professionals for the refund of a ticket for a concert, a theater play, an entrance to a museum, an exhibition, a short trip, a city trip or an access to a sporting event.



### WHAT IS INSURED?

- ✓ The insured ticket will be reimbursed at the insured's request for any unforeseeable and sudden cause according to the principles defined in the Particular Conditions and except for the exclusions below.
- ✓ Notwithstanding the exclusion "the direct and indirect consequences of all epidemics, pandemics", will be covered any serious illnesses including serious illness as a result of an epidemic or pandemic declared within 30 days prior to the date of the event.



### WHAT IS NOT INSURED?

- X The cancellation of all or part of the Event ;



### ARE THERE ANY EXCLUSIONS TO COVERAGE?

The main exclusions are :

- ! Refund of tickets for which the insurance premium has not been paid ;
- ! Fraud and malicious acts ;
- ! The request for a refund of an insured ticket when the insured was aware of facts and/or circumstances such that, at the time the insurance was purchased, he or she already knew that his or her ability to travel to the event attached to the insured ticket was compromised.
- ! Any Accident or illness that was first diagnosed, treated, relapsed, or hospitalized prior to the date of Accession to the Contract.
- ! The failure, for whatever reason, to present any of the documents required to collect the Guaranteed Ticket(s).
- ! The direct and indirect consequences of all Epidemics, pandemics including event postponements resulting from the same causes ;

- ! Any impossibility or restriction of movement imposed by international and/or local authorities ;
- ! All health protection measures such as the containment of the population;
- ! War, whether declared or not, it being specified that it is up to the Insured to prove that the loss results from an act other than war;
- ! Any ionizing radiation or radioactive contamination from any nuclear fuel and/or nuclear waste and/or from the burning of nuclear fuel as well as the dirty bomb ;
- ! Use or threat of use of pathogenic or toxic biological or chemical substances, regardless of any other cause or event occurring at the same time ;
- ! The bankruptcy, financial failure, insolvency or default of any person, firm, corporation, or entity;
- ! Cybercrime ;



## THE MAIN RESTRICTIONS

- ! A deductible of 20% is applied depending on what is mentioned in the Particular Conditions.
- ! Where the ticket is purchased as part of a pack or team sporting Event, the cancellation of one ticket where it is eligible for reimbursement may result in the cancellation of the tickets of the pack or other members of the team.
- ! If the Insured subsequently cancels or transfers his/her entry to another sporting event in the same Event, the right to reimbursement disappears on transfer.



## WHERE AM I COVERED?

- ✓ Worldwide excluding the countries listed in the General Conditions.



## WHAT ARE MY OBLIGATIONS?

All requests for reimbursement must be made via the dedicated interface no later than 72 hours after the date of the Event.

When requesting reimbursement, the insured must certify on his or her honor that he or she was not aware, at the time of taking out the insurance, of any fact and/or circumstance that caused the cancellation.

At the Insurer's request, he/she must also provide any document or information enabling the validity of the claim to be assessed.



## WHEN AND HOW TO MAKE PAYMENTS?

You are required to pay the premium on the due date indicated in the Particular terms and conditions of the contract.



## WHEN DOES COVERAGE BEGIN AND WHEN DOES IT END?

At the earliest on the date of sale of the ticket to be insured on an electronic ticketing platform.

The contract is concluded for the duration provided for in the Particular Conditions and comes into force on the date mentioned, provided that the premium has been paid in advance.

In any case, the cover ends after the end of the cancellation period of the event mentioned in the Particular Conditions, which is limited to a maximum of one year.



## HOW DO I CANCEL THE CONTRACT?

When the Insured Event occurs within 30 days following the date of subscription to the contract, the Insured may not renounce his contract (article L221-28 of the Consumer Code and article L112-2-1 of the Insurance Code).

When the Insured Event takes place beyond the 30 days following the date of subscription, then the Insured may renounce his Contract within 14 (fourteen) calendar days following the date of receipt of the Declarations, by sending a renunciation e-mail with acknowledgement of receipt to [reclamation@assur-connect.com](mailto:reclamation@assur-connect.com).

# Beticketing insurance policy advice information sheet N°7097 & 7098

## BETicketing

Pursuant to Articles L 521-2, R 521-1, and R 521-2 of the French Insurance Code

The following information that we invite you to consult relates to the **Beticketing** insurance policy. It informs you of the identity of the distributor and the Insurer as well as certain essential elements of the insurance policy to which we would particularly like to draw your attention.

*Before subscribing, we invite you to carefully read the Information and Advice Sheet on the insurance product and the General Conditions of the **Beticketing** insurance policy, which provide all the details concerning the conditions of assumption of responsibility by the Insurer: definition of the cover, limits of cover and exclusions.*

The contract is a collective contract with optional membership underwritten by Assur Connect, an insurance broker registered with ORIAS under number 10057229 ([www.orias.fr](http://www.orias.fr)), a simplified joint stock company with a capital of 2,231 euros registered with the Nanterre Trade and Companies Register under number 524117488, whose head office is located at La Grande Arche 1 Parvis de la Défense 92800 Puteaux with Mutuaide, the Insurer.

This contract is signed with Assur Connect's distributor partner.

### 1- Distributor Information

The policy is offered to you by Assur Connect's partner (whose legal information is set out in the Particular Conditions) in its capacity as an insurance intermediary on an ancillary basis, hereinafter referred to as "the Distributor".

The Insurer of this contract is Mutuaide Assistance, 126 rue de la Piazza, CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Company governed by the Insurance Code. Submitted to the control of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - TVA FR 31 383 974 086, with whom we suggest you take out your policy.

For the distribution of the contract that is the subject of this sheet, the Distributor is remunerated on the basis of a brokerage commission, i.e., remuneration included in the insurance premium. The Distributor does not offer a personalized recommendation service.

## Complaint procedure

If you are dissatisfied with your membership you can contact :

### Assur Connect

BP 60004 - 92999 La Défense Cedex

- or by email: [reclamations@assur-connect.com](mailto:reclamations@assur-connect.com)

If you are not satisfied with the answer obtained, you may then address your claim to the Insurer at the MUTUAIDE Consumer Service. You have the possibility to use this service:

By mail: **MUTUAIDE SERVICE QUALITY CUSTOMERS - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX**

In all cases, you will receive an acknowledgement of receipt within a maximum of 10 working days from receipt of your complaint unless a response is provided within this period.

The Insurer undertakes to provide you with a definitive response within two months from the date of receipt of your claim. If these deadlines cannot be met due to exceptional circumstances, the Insurer will keep you informed.

If, despite the intervention of the Consumer Service, there is still a disagreement, you will be able to contact the Insurance Mediator on the website:

<https://www.mediation-assurance.org>.

You can also contact the Mediator by mail at the following address:

Insurance Mediation  
TSA 50110 - 75441 PARIS CEDEX 09

The Mediator can be referred if :

- you justify that you have previously attempted to resolve your dispute under the terms and conditions described above, and
- that no legal action is or has been taken; the Mediator must relinquish jurisdiction if legal action has been taken during the investigation of the case.

In the event of a manifestly unfounded or abusive request, the Mediator is free to relinquish jurisdiction and informs the parties.

The above provisions are without prejudice to the exercise of other legal remedies.

You will find below the contact details of the Prudential Control and Resolution Authority:

Prudential Control and Resolution Authority (ACPR)  
4 Budapest Square - CS 92459  
75,436 PARIS Cedex 09

## 2- Advice on the insurance product

### Cover

The present insurance guarantees the reimbursement of the Insured Ticket following the Insured's request in accordance with the principles defined in point 5/ of the present conditions. The present cover is valid for any unforeseeable and sudden cause except for the exclusions listed below.

The following are covered: serious illness or death of the Insured, of the legal or de facto spouse of one of the Insureds, of his or her partner in a civil partnership, of one of his or her ascendants or descendants up to the second degree, or of one of his or her brothers or sisters, resulting in the inability to attend the Event; including serious illness as a result of an epidemic or pandemic declared in the 30 days prior to the date of the Event by way of derogation from the exclusion "the direct and indirect consequences of all epidemics and pandemics".

The price of the Insured Ticket, after deduction of any amounts reimbursed by the organizer of the Event and any excess applied, will be fully reimbursed (after deduction of transfer costs outside the Sepa zone).

The refund is done within the limit of €4,000.

- Any request for reimbursement must be made through Beticketing dedicated interface. A link and a QR code to this dedicated interface will be transmitted to the Insured when the insurance is taken out.
- The Insured must make his claim within the closing date communicated by the organizer to the Insurer and by communicating the reason o trigger the claim for reimbursement.
- The closing date of the automatic cancellation period is understood to be the final deadline after which the organizer can no longer modify the definitive list of persons authorized to participate in the Insured Event:
  - a) Withdrawal of bibs (sporting event) ;
  - b) Opening of access gates (concert, stadium) ;
  - c) Definitive data transfer to access control terminals.

The closing date of the automatic cancellation period is at the discretion of the organizer of the Event and must be communicated to the Insured.

- When the request for reimbursement has been made before the closing date of the automatic cancellation period and unless excluded or stipulated otherwise in the Declarations, the Insured will be reimbursed the insured amount within a maximum period of 72 hours from the date of the request for reimbursement.
- When the request for reimbursement has been made after the closing date of the automatic cancellation period and except in the case of exclusions or stipulation contrary to the Declarations, the Insured will be reimbursed the amount insured within a maximum period of 15 days from the end of the Insured Event, after verification by the Insurer with the organizer that the Insured did not actually participate in the Event. The request for reimbursement must be made no later than 72 hours after the end of the Event.
- The application fee, as well as the premium paid in consideration of the subscription of this contract are not refundable.

### Information requested from the Insured in the event of a claim for reimbursement

The reason for your cancellation will be systematically requested to trigger the refund request.

Any document or information enabling the merits of the claim to be assessed can be asked to the insured person.

In addition, when requesting reimbursement, the Insured will certify on his honour that he was not aware of any fact and/or circumstance at the time of taking out the insurance that caused the cancellation.

### Exclusions

#### Not Insured

- a) **The refund of an Insured Ticket for which the insurance premium was allegedly not paid.;**
- b) **Fraud and malicious acts ;**
- c) **The request for a refund of an Insured Ticket when the Insured was aware of facts and/or circumstances such that at the time of taking out the insurance he already knew that his ability to attend the event attached to the Insured Ticket was in doubt ;**

- d) **Any Accident or illness that was first diagnosed, treated, relapsed or hospitalized prior to the date of Enrolment in the Contract.**
- e) **Non-presentation, for any reason whatsoever, of one of the documents required for the collection of the guaranteed Ticket(s). Any impossibility or restriction of movement imposed by international and/or local authorities ;**
- f) **All health protection measures such as the containment of the population;**
- g) **War, declared or not, it being specified that it is up to the Insured to prove that the loss results from an act other than war;**
- h) **Any ionizing radiation or radioactive contamination from any nuclear fuel and/or nuclear waste and/or from the burning of nuclear fuel as well as the dirty bomb ;**
- i) **Use or threat of use of pathogenic or toxic biological or chemical substances, regardless of any other cause or event occurring at the same time ;**
- j) **Bankruptcy, financial failure, insolvency or default of any person, firm, corporation, or entity;**
- k) **Cyber-crime ;**

## Amount of insurance

The amount of the insurance premium is indicated in the Particular Conditions.

The insurance premium is paid by the Insured in full at the same time as the reservation of the Insured Ticket with the Distributor.

In case the event organizer has chosen this option, the insurance premium can be calculated on the amount of the insured ticket and the paid options.

## Terms and conditions for terminating the contract

### Right of withdrawal

When the Insured Event occurs within 30 days following the date of subscription to the contract, the Insured may not renounce his Contract (article L221-28 of the Consumer Code and article L112-2-1 of the Insurance Code).

When the Insured Event takes place beyond the 30 days following the date of subscription, then the Insured may renounce his Contract within 14 (fourteen) calendar days following the date of receipt of the Declarations, by sending a renunciation e-mail with acknowledgement of receipt to [reclamations@assur-connect.com](mailto:reclamations@assur-connect.com).

### Term of Contract - Termination

The contract is concluded for the duration provided for in the Special Conditions and comes into force on the date mentioned, provided that the premium has been paid in advance.

In any event, the cover ceases after the end of the Event's cancellation period, which is limited to a maximum of one year.

### Applicable law

Pre-contractual relations and the Notice are governed by French law. Any dispute arising from the execution or interpretation of the Notice shall be subject to the jurisdiction of the French courts.

# Information Notice

## BEticketing

### Ticket cancellation insurance notice N°7097 & 7098

Information leaflet for the optional group damage insurance contract "Beticketing Ticket Cancellation Insurance" (hereinafter referred to as the "Contract") subscribed:

- by **Assur Connect**, SAS with a capital of €2,231, whose registered office is located at La Grande Arche 1 Parvis de la Défense 92800 Puteaux, registered with the Nanterre Trade and Companies Register under no. 524117488 and with the ORIAS under no. **10057229** (hereinafter "the Subscriber").

- with **Mutuaide Assistance**, 126 rue de la Piazza, CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Company governed by the Insurance Code. Subject to the control of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086 (hereinafter "the Insurer").

- managed by **Assur Connect** (hereinafter the "Broker")

- and distributed by the **Partner** (whose legal notices are indicated in the Membership Certificate) as an insurance intermediary on an ancillary basis (hereinafter the "Distributor").

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

The Broker, who acts under the trademark " Beticketing ", is mandated by the Insurer to manage the Contract with respect to both membership and claims.

The ways to contact the Broker are as follows:

- By email: [beticketing@assur-connect.com](mailto:beticketing@assur-connect.com)
- by phone: +33 1 85 73 31 15

Telephone line accessible from Monday to Friday (excluding legally non-working days and/or public holidays and unless prohibited by law or regulation) from 9:00 am to 6:00 pm. Number not surcharged.

## 1/ Glossary

<b><i>Accident</i></b>	Fortuitous event, which happens by chance and suddenly. Sudden deterioration in health resulting from the sudden action of an unintentional external cause on the part of the victim, as established by a competent medical authority, leading to the issue of a prescription for the patient to take medication and involving the cessation of all professional or other activities.
<b><i>Ancillary costs</i></b>	Meal expenses for sports events.
<b><i>Attack</i></b>	Action organized underground for ideological, political, or social reasons, carried out individually or in a group that seeks to harm people or destroys property in order to distress the public and create a climate of insecurity (terrorism).
<b><i>Cyber-crime</i></b>	Any unauthorized use of or access to a computer network or computer code, any use of a virus or similar mechanism, or a denial of service.
<b><i>Damages</i></b>	The word damage as used in this contract means any additional expense incurred by the Insured for the completion of the Insured Event and/or expenses needed to cover the repair or replacement of Insured Property due to an insured circumstance.
<b><i>Deductible</i></b>	Amount or fraction of the loss that remains payable by the Insured. Only one deductible applies per loss. If more than one coverage is involved in the same loss, only the lowest deductible will apply.
<b><i>Disease</i></b>	Impairment of organs or organic functions, attributed to internal or external causes, resulting in symptoms and signs, and manifesting itself as a disruption of function or injury. In any event, depression and similar conditions are not considered by this contract as an illness. Cardiovascular accident is considered an illness, not an accident.
<b><i>Epidemic</i></b>	Abnormally high incidence of a disease during a given period and in a given region.
<b><i>Europe</i></b>	By Europe we mean the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hungary, Greece, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland, United Kingdom.
<b><i>Event</i></b>	Refers to the sporting or recreational event for which the Insured has purchased an Insured Ticket.
<b><i>Fraud</i></b>	Deception, action made in bad faith, any action tending to hide reality.
<b><i>Insurer</i></b>	Mutuaide Assistance, 126 rue de la Piazza, CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Company governed by the Insurance Code. Submitted to the control of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086
<b><i>Insured</i></b>	The person(s) whose name is mentioned under the heading "Insured Persons" in the Particular Conditions, who reside(s) worldwide and who purchased the Insured Ticket.
<b><i>Insured ticket</i></b>	Title or entry fee attached to the event or sporting event designated in the Particular Conditions, up to a maximum amount of 4,000 euros per unit for an Event taking place worldwide within the limit of the Guarantee Limit.
<b><i>Reimbursement</i></b>	Reimbursement means reimbursement of the price of the Insured Ticket, including reservation fees, credit card charges, delivery charges or applicable taxes, and Ancillary Charges, provided such charges and costs have been Insured.

<b>Sinister</b>	Any damage to the Insured's property or persons due to the same cause, as well as those indemnifiable under the Third-Party Recourse Coverage, caused by the same damaging event.
<b>Third parties</b>	Any natural or legal person other than the Insured himself.
<b>Territoriality</b>	Worldwide
<b>War</b>	Actual or threatened war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military takeover, or usurpation of power.

## 2/ Object of the cover

The present insurance guarantees the reimbursement of the Insured Ticket following the Insured's request in accordance with the principles defined in point 5/ of the present conditions. The present cover is valid for any unforeseeable and sudden cause except for the exclusions listed below.

As an exception to the exclusion "the direct and indirect consequences of all epidemics, pandemics", cover will be provided for serious illnesses (including serious illnesses resulting from epidemics or pandemics declared within 30 days prior to the date of the event).

## 3/ Cover Limitations

1 (one) Single Claim per Event during the period of validity of the cover up to a limit of 4,000€ per Event.

## 4/ Exclusions

Not Insured

- a) Refund of an Insured Ticket for which the insurance premium has not been paid;
- b) Fraud and malicious acts ;
- c) The request for reimbursement of an Insured Ticket when the Insured was aware of facts and/or circumstances such that at the time the insurance was taken out he/she already knew that his/her ability to travel to the Event attached to the Insured Ticket was compromised;
- d) Any Accident or illness that was first diagnosed, treated, relapsed or hospitalized prior to the date of Enrolment in the Contract.
- e) Non-presentation, for any reason whatsoever, of one of the documents required for the collection of the guaranteed Ticket(s). The request for a refund of an Insured Ticket when the Insured was aware of facts and/or circumstances such that at the time of taking out the insurance he already knew that his ability to attend the event attached to the Insured Ticket was in doubt ;
- f) The cancellation of all or part of the Event ;
- g) The direct and indirect consequences of all Epidemics, pandemics ;
- h) Any impossibility or restriction of movement imposed by international and/or local authorities ;
- i) All health protection measures such as the containment of the population;
- j) War, declared or not, it being specified that it is up to the Insured to prove that the loss results from an act other than war;
- k) Any ionizing radiation or radioactive contamination from any nuclear fuel and/or nuclear waste and/or from the burning of nuclear fuel as well as the dirty bomb ;
- l) Use or threat of use of pathogenic or toxic biological or chemical substances, regardless of any other cause or event occurring at the same time ;
- m) Bankruptcy, financial failure, insolvency or default of any person, firm, corporation, or entity;
- n) Cyber-crime ;

## 5/ Ticket refund conditions

### 5.1) Amount of reimbursement

The price of the Insured Ticket, after deduction of any amounts refunded by the organizer of the Event and any deductible applied, will be fully refunded to the Insured in accordance with the terms and conditions defined below.

In case the event organizer has chosen this option, the insurance premium can be calculated on the amount of the insured ticket and the paid options.

### 5.2) Refund procedure

Any refund request must be made through the dedicated Beticketing interface. A link and a QR code to this dedicated interface will be transmitted to the Insured at the purchase of the insurance.

### 5.3) Closing date of the automatic cancellation period: Definition

The closing date of the automatic cancellation period is understood to be the ultimate limit after which the organizer can no longer modify the final list of persons authorized to participate in the Insured Event :

- a) Withdrawal of race numbers (sporting event) ;
- b) Opening of access gates (concert, stadium) ;
- c) Definitive data transfer to access control terminals.

The closing date of the automatic cancellation period is at the discretion of the organizer of the event and must be communicated to the Insured.

### 5.4) Request for reimbursement before the closing date of the automatic cancellation period

Except in the case of an exclusion mentioned in point 4/ or a stipulation contrary to the Declarations, the Insured will be reimbursed for the amount Insured within a maximum period of 72 hours starting from the date of the refund demand.

### 5.5) Request for reimbursement after the closing date of the automatic cancellation period

Except in the case of an exclusion mentioned in point 4/ or a stipulation contrary to the Declarations, the Insured will be reimbursed for the amount Insured within a maximum period of 8 days from the end of the Insured event, after control by the insurer with the organizer that the Insured did not participate to the event. The refund demand must be made within the 72 hours after the end of the event.

### 5.6) Information requested from the Insured in the event of a claim for reimbursement

As the insurance policy is based on trust, there is therefore no request for any document(s) to refund the Insured Ticket. The reason for your cancellation will be systematically requested to trigger the refund demand.

The Insurer reserves the right to verify the reasons given by the Insured which led him to claim a refund of his Insured Ticket.

In addition, when requesting a refund, the Insured will certify on his honour that he was unaware of any fact and/or circumstances resulting the cancellation when he took out the insurance policy.

## 6/ Transfer of ownership of the Insured Notes

It is possible that the company owning the rights of sale of tickets offers an ownership transfer of the tickets sold.

If this functionality is offered, the Insured Tickets transferred and not cancelled via the company that holds the rights to sell the Insured Tickets to a person or group of persons other than those defined in the Particular Conditions, automatically leads to the transfer of the same rights and obligations to the new Insured that the transferor held when taking out the policy.

This transfer of ownership cannot take place without notifying the insurer.

The Insurer undertakes, as soon as he is aware of the transfer of ownership, to transfer electronically to the new Insured an amendment to the insurance policy that continues the same rights and obligations in the name of the new Insured.

# General Terms & Conditions

**IMPORTANT CLARIFICATION:** "The general terms and conditions and exclusions are applicable to all types of cover (EXCEPT EXPRESSLY MENTIONED in the Particular Conditions)".

## 1/ Territoriality

The cover is acquired worldwide excluding:

- a) **Countries at war;**
- b) **Countries subject to a travel warning published and issued by the legitimate political authorities before the cover was taken out;**
- c) **From the countries listed below:**  
 Afghanistan, Albania, Algeria, Angola, Azerbaijan, Bangladesh, Benin, Burundi, Cameroon, Congo Brazzaville, Côte d'Ivoire, Cuba, Djibouti, El Salvador, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guam, Guinea Bissau, Haiti, Honduras, Iraq, Iran, Israel, Jordan, Kazakhstan, Kyrgyzstan, Kuwait, Lebanon, Liberia, Libya, North Korea, Malawi, Mali, Mauritania, Myanmar, Nauru, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palestine, Papua New Guinea, Paraguay, Peru, Central African Republic, Chad, Democratic Republic of Congo, Rwanda, Sierra Leone, Somalia, Sudan, Swaziland, Syria, Tajikistan, Togo, Tonga, Turkmenistan, Uganda, Ukraine, Uruguay, Venezuela, Yemen, Zimbabwe.

## 2/ Penalties

No (re)insurer shall be deemed to provide cover, pay any claim, or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose such (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or trade, economic, legislative or regulatory sanctions of the European Union, the United Kingdom or the United States of America.

## 3/ Protection of privacy and rights of registered persons

### 3.1 - Opposition to telephone solicitation

Consumers who do not wish to be the object of commercial canvassing by telephone by a professional with whom they have no pre-existing contractual relationship, can register free of charge on the list of opposition to telephone canvassing on the website [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) or by mail to OPPOSETEL - Service Bloctel - 6 rue Nicolas Siret - 10000 Troyes.

### 3.2 Information on the protection of personal data

#### Identification of the data controller

The purpose of these General Conditions is to inform the Insured in more detail about the processing of personal data concerning the Insured carried out by the data controllers mentioned below.

For all the operations described below, the Insurer is responsible for processing with the exception of the operations listed below for which the purpose is defined; the Broker, in its capacity as delegate of underwriting and management of your contract, is "responsible for processing" with regard to all the technical and essential means of processing necessary for the management of the contracts :

- ✓ Subscription of contracts ;
- ✓ Management of the life of the contracts ;
- ✓ Collection of premiums and payment to the Insurer ;
- ✓ Recovery of premiums (amicable and contentious) ;
- ✓ Claims management within the limits of the powers granted ;
- ✓ Claims Management ;
- ✓ Archiving of documents and accounting records related to your insurance contract.

### **The purposes of the processing and the legal basis of the processing**

The purpose of the data is to satisfy the Insured's request and to allow the carrying out of pre-contractual measures, subscription acts, management, and subsequent execution. In this respect, they may be used by the Insurer, the Broker or the Broker's sub-contractors for the purposes of recovery, statistical and actuarial studies, the exercise of recourse and the management of claims and disputes, the examination, assessment, control and monitoring of risk, and compliance with legal, regulatory, and administrative obligations. This information may also be used as explained below and to help combat insurance fraud.

The legal bases corresponding to the purposes of processing are the conclusion and execution of the insurance contract.

### **Additional information within the framework of personal data concerning the Insured and not collected from the Insured.**

#### **Particular fraud clause**

The Insured is also informed that the Insurer and the Broker, by delegation, are implementing a system aimed at fighting insurance fraud, which may lead to the inclusion on a list of persons presenting a risk of fraud, which may result in a longer study of your file, or even the reduction or refusal of the benefit of a right, benefit, contract, or service offered by Assur Connect. In this context, personal data concerning the Insured (or concerning the parties or interested parties to the contract) may be processed by any authorized person working within the Insurer's services and the Broker. This data may also be intended for the authorized personnel of the organizations directly concerned by a fraud (other insurance organizations or intermediaries; social or professional organizations; judicial authorities, mediators, arbitrators, court officials, judicial officers; third party organizations authorized by a legal provision and, where applicable, the victims of fraud or their representatives).

#### **Particular clause relating to regulatory obligations.**

As part of the application of the provisions of the Monetary and Financial Code, the collection of a certain amount of personal information is mandatory for the purposes of combating money laundering and the financing of terrorism.

In this context, the Insured may exercise your right of access to the Commission Nationale de l'Informatique et des Libertés, 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

Within the framework of the application of the provisions of article 1649 ter of the General Tax Code, the collection and communication of information of a personal nature and related to your contract are transmitted by the Insurer to the General Directorate of Public Finance (DGFIP) to feed the life insurance contract file (FICOVIE). This data is also accessible on request from the Tax Centre on which the Insured's domicile depends. The Insured has the right to rectify this information with the Insurer.

## Recipients or categories of recipients

The data concerning the Insured Party may be communicated, as necessary and with regard to the purposes mentioned above, to the Insurer, as well as to partners, intermediaries, reinsurers, and professional bodies, social bodies of the persons involved, subcontractors and service providers, within the necessary limits of the tasks incumbent upon them or entrusted to them. In addition, to comply with legal and regulatory obligations, the data controllers may communicate personal data to legally authorized administrative and judicial authorities.

## Location of processing of the Insured's personal data

The Broker has adopted internal data protection and computer security standards to ensure the protection and security of the Insured's data. The Broker's Personal Data Protection Charter is available on its website [www.assur-connect.com](http://www.assur-connect.com).

The Broker's data centers on which the data is hosted are all located in the European Union. For more information on the internal measures taken by the Broker to protect the integrity and access to this data, the Insured is invited to consult the Broker's data protection charter, which is freely accessible on the website [www.assur-connect.com](http://www.assur-connect.com).

## Shelf-life

The Insured's personal data may be kept for the entire duration necessary for the execution of the contract to which are added the prescription periods and subject to the legal and regulatory obligations of conservation.

## The exercise of rights

Within the framework of data processing, the Insured has the following at his disposal under the conditions provided for by the regulations:

- ✓ a right of access: The Insured has the right to take cognizance of the personal data concerning him/her and to request that it be communicated in full.
- ✓ A right of rectification: The Insured may ask to correct his/her personal data, in particular in the event of a change of situation.
- ✓ A right of deletion: The Insured may request the deletion of his/her personal data, in particular when the latter are no longer necessary or when the Insured withdraws his/her consent to the processing of certain data unless there is another legal basis for such processing;
- ✓ The right to define guidelines regarding the fate of his personal data in case of death.
- ✓ A right to limit processing: The Insured may request to limit the processing of his/her personal data.
- ✓ A right to portability of data: The Insured may retrieve in a structured format the data provided when the data is required for the contract or when the Insured has consented to the use of such data.
- ✓ This data may be transmitted directly to the data controller at the choice of the Insured Party where this is technically possible.
- ✓ Right of Withdrawal: The Insured has the right to withdraw the consent given for treatment on this basis. This withdrawal is valid for the future and does not call into question the lawfulness of the processing already carried out. It is likely to render the execution of the contract impossible without being a cause for termination recognized by insurance law. However, the withdrawal of data necessary for the execution of the contract and for the control of the relevance of the reciprocal commitments, is likely to make the execution of the contract impossible, as long as these data participate in the consent of the parties to the contractualization. In such a case, this impossibility of performance may be a contractually defined cause of forfeiture of warranty.
- ✓ Right of opposition: The Insured may oppose the processing of his/her personal data, in particular concerning commercial prospecting at the address below.

The Insured may exercise these rights upon simple request to the Broker by sending an e-mail to [dpo@assurconnect.com](mailto:dpo@assurconnect.com) or by mail to the following address: Assur Connect - Protection des Données personnelles BP 60004 92999 La Défense Cedex.

### Right to file a complaint

In addition, the Insured may file a claim with the Commission Nationale Informatique et Liberté, 3 Place de Fontenoy- TSA 80715-75334 PARIS CEDEX 07

### Contact details of the Personal Data Protection Delegate

For any request, the Insured may contact the Data Protection Officer at the Subscription and Management Broker: by e-mail at the following address: [dpo@assurconnect.com](mailto:dpo@assurconnect.com) or by post at the following address: Assur Connect - Protection des Données personnelles BP 60004 92999 La Défense Cedex

### 4/ Ability to retract

When the Insured Event occurs within 30 days following the date of subscription to the contract, the Insured may not renounce his policy (article L221-28 of the Consumer Code and article L112-2-1 of the Insurance Code).

When the Insured Event takes place beyond the 30 days following the date of subscription to the policy, then the Insured may renounce his policy within 14 (fourteen) calendar days following the date of his application for cover made on this platform, by sending an e-mail waiver with acknowledgement of receipt to [reclamations@assur-connect.com](mailto:reclamations@assur-connect.com).

### 5/ Subrogation

As authorized by Article L 121-12 of the Insurance Code, the Insurer may claim against the person responsible for the Loss to obtain reimbursement of the compensation from which the Insured has benefited.

### 6/ Subscription period

- a) No later than the closing date for registration, and in any case no later than 72 hours before the event;
- b) At the earliest on the date that the insured Ticket to be insured goes on sale on an Electronic Ticketing platform.

### 7/ Duration of the contract

The contract is concluded for the duration provided for in the Particular Conditions and is effective from the date mentioned, provided that the premium has been paid in advance.

In any case, the cover ends after one year or closing date of the automatic cancellation period whichever the lesser.

### 8/ Double insurance

When two or more covers cover the same loss, the cover that provides the highest indemnity will be applied.

### 9/ Subsidiarity

Generally, when the same interest is insured with different insurers for the same risk, the rules defined by local legislation (country of domicile of the Insured), will apply. If no rules are defined by the local legislation, the present conditions will only apply in a subsidiary way.

If the same interest is insured with different insurers for the same risk, the Insured is obliged to notify the insurer and to communicate the identity of the other insurer(s) and the policy number(s).

## 10/ Prescription

Any action arising from the contract is time-barred within three years from the day of the event that gave rise to it, unless otherwise provided for by the applicable local legislation (e.g., in France this period is two years).

## 11/ Fraud

Any fraud on the part of the Insured in the subscription of the policy, in the declaration or in the answers to the questions shall result in the Insured's forfeiture of his or her rights vis-à-vis the Insurer.

## 12/ Recourse - subrogation

As authorized by Article L 121-12 of the Insurance Code, the Insurer may claim against the person responsible for the Loss in order to obtain reimbursement of the compensation from which the Insured has benefited.

## 13/ Group contract

Where several companies are parties to this contract, a lead insurer is designated in the Particular Conditions; failing this, the first mentioned in the list of co-insurers acts as lead insurer.

The insurance is taken out by each company for its part and without financial solidarity, according to the same clauses and conditions as those that apply between the lead insurer and the policyholder.

The lead insurer is considered as the representative of the other co-insurers to receive the declarations stipulated in the contract. The Insured may send them any services and notifications except those relating to a legal action brought against the other co-insurers. The Lead Insurer shall inform the co-insurers thereof without delay.

The Lead Insurer receives the notice of loss and informs the other co-insurers. He takes the necessary steps to settle the claims and chooses, for this purpose, the co-insurers' adjuster, without prejudice to the right of each of them to have the expertise followed by an agent of his choice. All declarations made to the Lead Insurer, all extensions and restrictions of risks or conditions, all fixing of premiums, all settlements and liquidations of claims agreed with the Lead Insurer, except termination and "ex-gratia" interventions taken by the Lead Insurer, shall be binding on all co-insurers and shall irrevocably bind all insurers.

## 14/ Disputes – Applicable Law

Any dispute relating to the validity, interpretation, performance, non-performance, interruption, or termination of the insurance policy, which consists of the Particular Conditions and these Particular and general terms and conditions are governed by French law. Any dispute arising from the execution or interpretation of the Notice shall be subject to the jurisdiction of the French courts.

### Arbitration:

The arbitral tribunal shall be composed of three arbitrators. The dispute, controversy or claim shall be decided in accordance with the law of the country of the Insured's domicile.

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