

**Information Notice serving as the General Terms and Conditions of Policy No. 602651**

Dear Customer,

Taking account of the type of service(s) you are buying and the information you have sent us, we recommend that you take out this insurance policy. This policy consists of the General Terms and Conditions as shown below, and supplemented by the sales contract for the insured service which is given to you when you take out the policy.

Before you take out this insurance policy, please read both this Information Notice and the General Terms and Conditions carefully. They specify your rights and obligations and those of the Insurer and answer any questions you may have.

**Who is the Insurer?**

AWP P&C - Joint-stock company with share capital of €17,287,285.00, 519 490 080 RCS Bobigny, Registered Office: 7 rue Dora Maar - 93400 Saint-Ouen  
Private company governed by the French Insurance Code.

**To who does this policy apply?**

Persons who have purchased one or more "show tickets" in France, either from a Ticketmaster partner (Distributor, Venue or Producer), or via the [www.Ticketmaster.fr](http://www.Ticketmaster.fr) website or from a white label partner website and who take out the insurance policy on the day that they purchase the show ticket, and by extension it includes the persons who receive the benefit of these tickets..  
Insurance is taken out on the same day as the order is placed. It automatically covers all tickets included in an order.

**What is(are) the condition(s) for benefiting from this policy?**

You must live in Europe.

**What is the effective date and term of your policy?**

The policy is valid from the date it is taken out for any ticket sold by the Organisation or Authorised Representative with which this policy was taken out. The cover terminates on the day and at the time of the insured service.  
Cover is valid under the terms and conditions stated in the "Administrative Provisions" section.

**What is the planned cover term of the policy?**

- The specified cover which is provided is as described on your sales contract for the insured service and for which you have paid the corresponding premium.
- Would you please refer to the Table of Cover, which gives you the amounts and insurer's responsibility limits as well as the excess that applies to each type of cover. This table is supplemented by the list of general exclusions and the specific exclusions that apply to the cover.

The policy is written in French and governed by French law.

**Important points to note**

- In order to avoid multi-insurance, please check that you do not already have cover protecting you for one of the risks provided for in this policy (by carefully comparing the proposed cover and the payment amounts).
- You may or may not have a right of renunciation your mind after taking out this insurance policy. The terms and conditions and the procedures for exercising this option are set out in the "Administrative Provisions" section of the General Terms and Conditions in Article 3 "Waiver Power".
- Service quality and customer service are very important to us. However, if you are not entirely satisfied with our service, you may contact us as set out in the "Administrative Provisions" section of the General Terms and Conditions in Article 12 "Complaints handling procedures".

**Request for compensation**

To register immediately your request

For indemnification, please connect to:

<https://indemnisation.allianz-assistance.fr>

If you do not have access to the Internet,

Contact us:

on 00 33 (0)1 42 99 03 95 (no extra charges)

(from 9 am to 6 pm Monday to Friday)

The cover provided by this policy is regulated by the French Insurance Code.

## General Terms and Conditions of Policy No. 602651

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### COMMON DEFINITIONS

Terms that are shown in italics in the policy are defined below:

**BODILY ACCIDENT:** any unintentional bodily injury caused by the sudden action of an external cause, and diagnosed by a Doctor.

**ATTACK:** any bodily injury or threatened bodily injury, arising from the action of a Third party.

**CANCELLATION:** the Insured's firm and final cancellation of the insured Admission Ticket.

**THE INSURED:** person(s) who has/have taken out the insurance when purchasing the Insured Admission Ticket and purchased either from Ticketmaster itself or from a Ticketmaster ticket distribution partner, provided that the person's Domicile is in *Europe*, and by extension this applies to persons who receive the benefit of the *Insured Admission Ticket*.  
Insurance cover automatically applies to all tickets in an order.

**INSURER:** AWP P&C, hereinafter referred to by its trade name of Allianz Assistance, which is the Insurer with which this insurance policy has been taken out.

**INSURED ADMISSION TICKET:** ticket or admission pass for a cultural, sports or leisure event, a show or a theme park. Only tickets with a fixed performance date can be covered.

**NATURAL DISASTER:** event caused by the abnormal intensity of a natural agent entering into the field of the Law No. 82-600 of 13 July 1982 when it occurs in France.

**ORDER:** booking of the *Insured Admission Ticket* evidenced by an invoice issued by the *Approved organisation*, which gives the following information: title, place, date, day and time. When the insurance has been purchased, the *Order* will contain a specific billing detail line without naming the beneficiaries.

**ESTABLISHED PARTNERS:** two people who are not married and have not signed a civil partnership agreement but can prove that they live together (partnership certificate or failing this, housing tax, electricity, gas, or water bill, rent payment or insurance receipt, or insurance receipt etc.) that they have been living under the same roof from the date at which this policy was taken out, until the date of the *Claim*.

**CHECKING OF CHANGED STATUS:** a further medical consultation and/or performance of additional medical tests.

**PROPERTY DAMAGE:** any accidental damage to, loss or destruction of an item.

**DOMICILE/HOME:** place of usual residence, which determines the exercise of the *Insured's* civil rights.

**BREAK-IN:** forcing of, damage to or destruction of a theft proof device.

**E-TICKET:** An insured electronic *Admission Ticket* that may contain a barcode.

**FOREIGN/ABROAD:** Any country with the exception of the country where the Insured is domiciled.

**EUROPE:** the territories of the Member States of the European Union, located geographically in Europe, and the following territories and countries: Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Marin, Switzerland, Vatican City.

**The Azores, Canaries and Madeira are not included within this definition.**

**FRANCE:** *Metropolitan France* (including Corsica), Guadeloupe, French Guyana, Martinique, Mayotte, Reunion, St Barthélemy.

**METROPOLITAN FRANCE:** European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean) but excluding all the French Overseas areas (departments, regions, communities, territories and countries).

**EXCESS:** the share in the damage payable by the Insured when the Claim is settled. *Excess* amounts in respect of each type of cover are specified in the Table of Cover.

**CIVIL WAR:** an armed struggle, within the same state, in which different groups that are identifiable by their ethnic, religious, community or ideological origins are in conflict with each other or when at least one of these groups is in conflict with the regular armed forces of that state.

**FOREIGN WAR:** a declared or undeclared armed engagement between one State and one or more other States or an irregular, external armed force and motivated primarily by a geographical, political, economic, racial, religious or environmental dispute.

**ILLNESS:** any alteration to a person's state of health, as diagnosed by a Doctor.

**M-TICKET:** confirmation of the purchase of the *Insured Admission Ticket in electronic format*, sent via the *Insured's* mobile telephone line.

**APPROVED ORGANISATION:** issuer or distributor of the *Insured Admission Ticket*.

**TIME LIMITATION:** period beyond which any claim is time-barred.

**CLAIM:** an event resulting in damage such that one or more of the types of insurance cover are called upon.

**POLICYHOLDER:** the signatory of the sales contract for the *Insured Admission Ticket*, who thereby undertakes to pay the insurance premium.

**SUBROGATION:** the process by which the *Insurer* replaces the *Insured* in respect of his/her rights against any party liable for his/her damage, in order to obtain repayment of the sums the *Insurer* has paid to the Insured following a *Claim*.

**THIRD PARTY:** any individual or legal entity except for the *Insured*, him or herself.

## TERRITORY OF THE POLICY

Cover applies to the *Insured Admission Ticket*, purchased in France, from a Ticketmaster ticketing partner (Distributor, Venue, Producer, Organiser) or from the [www.Ticketmaster.fr](http://www.Ticketmaster.fr) site or via white label partner websites, by the insured persons who took out Cancellation cover at the time of purchase..

## TABLE OF COVER

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
<b>TICKET CANCELLATION</b>		
<ul style="list-style-type: none"> <li>As a result of the occurrence of a covered event</li> </ul>	Reimbursement of the cost of the <i>Insured Admission Ticket</i> up to a limit of: <ul style="list-style-type: none"> <li>€200 per ticket</li> </ul>	None

## COMMON EXCLUSIONS

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. damage of any kind that is intentionally caused or provoked by the Insured or with his/her complicity, or which arises from the *Insured's* wilful misconduct or fraudulent fault, except in a case of self-defence or assistance to a person in danger;
2. suicide or attempted suicide of the *Insured*;
3. damage resulting from the *Insured's* consumption of alcohol and/or the *Insured's* absorption of medicines, drugs or narcotics, that have not been medically prescribed;
4. Damage resulting from *Civil War* or *Foreign War*, acts of terrorism, riots, popular movements, coups d'état, hostage taking or strikes
5. civil or military application of nuclear reaction, i.e. transformation of the nucleus of atoms, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction taking place on a site that transforms the nucleus of atoms;
6. events for which liability may fall on the *Approved organisation* or your trip organiser by application of Title 1 of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, or on the carrier;
7. bans decided by local authorities, restriction on the free movement of persons or property, airport closure, border closures.

## POLICY COVER

### TICKET CANCELLATION

#### 1. PURPOSE OF THE COVER

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The *Insurer* will refund the Insured Admission Ticket if the Insured is unable to make use as the result of the occurrence of one of the following covered events and up to the amount limits stated in the Table of Cover.

#### 2. EVENTS COVERED IN RELATION TO A CANCELLATION

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*Cancellation*, after the insurance has been taken out, must be the result of one of the following events, which absolutely prevents the use of the *Insured* Admission Ticket:

► **Medical event:**

- 2.1. **An *Illness*, included a pregnancy-related condition, a *Bodily accident*, and the results, after-effects, complications or deterioration of an *Illness* diagnosed or a *Bodily accident* that took place after the booking for the *Insured Admission Ticket* was made,**

and which necessitates:

- either, hospitalisation from the day of the Cancellation to the date and time of the *Insured Admission Ticket*,
  - or,
    - the Insured to cease all professional activity, or to stay at home if they are not working, from the day of the *Cancellation* until the date and time of the *Insured Admission Ticket*,
- and**
- a medical consultation, and treatment with medicines or the performance of medical tests prescribed by a *Doctor*,
- and in all cases, these acts being paid for by one of the health insurance bodies of which the *Insured* is a member,

occurring to:

- the *Insured* himself/herself, his/her spouse, *Registered partner*, or civil partner under a P.A.C.S. agreement, a person under his/her guardianship, his/her direct line ascendant or descendant, or those of his/her spouse, *Established partner*, or civil partner under a P.A.C.S. agreement,
- A person paid to take care of the *Insured person's* children or care for a disabled person living under the *Insured's* roof at the date and time of the *Insured Admission Ticket*,

**IMPORTANT:**

It is the *Insured's* responsibility to prove that all the conditions for application of cover as stated in Article 2.1 are met when making the *Cancellation*. The *Insurer* can reject the claim, if the *Insured* is unable to supply the supporting documents stated in Section 6.

**▶ Family events:****2.2. The death of:**

- the *Insured* himself/herself, his/her spouse or *Registered partner* or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, *Established partner* or civil partner under a P.A.C.S. agreement,
- his brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardians, or wards,
- A person paid to take care of the *Insured person's* children or care for a disabled person living under the *Insured's* roof at the date and time of the *Insured Admission Ticket*,

**2.3. Birth of the *Insured's* child or grandchild within 48 hours prior to the date and time of the *Insured Admission Ticket*.****▶ Professional or study-related events:****2.4. Notification being made to the *Insured* of a resit examination in connection with his/her studies at the date and time of the *Insured Admission Ticket* provided that the examination failure was not known at the time when the *Insured Admission Ticket* was purchased.****▶ Property events:****2.5. Serious *Property* damage that occurred within the 48 hours before the date and time of the *Insured Admission Ticket* and that resulted from:**

- a burglary,
- a fire,
- water damage,
- a climate, meteorological or natural event, subject to any exclusions contained in Article 4.4,

directly affecting the following real estate:

- *the Insured's* main or secondary residence, and which requires him/her to be present at that location at the date and time of the *Insured Admission Ticket* to carry out administrative actions relating to the damage or repairs to the damaged real property.

**2.6. Immobilisation of the vehicle used by the *Insured* for travel to the location stated on the *Insured Admission Ticket*, and which requires assistance from a professional in the 24 hours prior to the date and time of the *Insured Admission Ticket*.****▶ Other events:****2.7. A public transport strike on the date stated on the *Insured Admission Ticket*, i.e. a complete public transport strike of the means of transport the *Insured* was originally intending to use to reach the location stated on the *Insured Admission Ticket*, as a result of a strike movement, provided that there is no other public means of transport that can be used to get to the location.****2.8. Theft of the *Insured Admission Ticket*, regardless of its medium (original ticket, *E-ticket*, *M-ticket*, etc.) as a result of an Assault or a *Break-in* to the *Insured's* Home or vehicle.****2.9. The *Insured's* summons to appear in court, as a witness or for jury service, that cannot be postponed, at the date and time of the *Insured Admission Ticket*.****2.10. Loss or theft of your identity documents (passport, identity card) that you need to attend the show, provided that the loss occurs after the booking has been made and less than two months before the show. You must have reported the crime at the time when the documents were lost.****2.11. *Cancellation* by insured companions who had been left either alone or with just two people for the use of their *Insured Admission Tickets* because of the insured *Cancellation* by one of the *Insured*, provided that all of these persons are insured under this policy and are mentioned on the same *Order*. However, all insured persons who form part of the same home for tax purposes or who can prove that they have a direct line relationship, are insured under the "Ticket cancellation" cover.****3. AMOUNT COVERED**

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The *Insurer* will refund the cost of the *Insured Admission Ticket* to the *Insured*, up to the amount limits stated in the Table of Cover, but such refund may not, however, exceed the per person limit.

**Any additional charges that are separate from the ticket price (despatch costs, administration charges, etc.) as well as the insurance premium paid to take out this policy will not be refunded.**

If an *Excess* per insured ticket is to be applied, as stated in the Table of Cover, the *Excess* will be deducted from the compensation amount that is payable.

#### 4. COVER EXCLUSIONS

In addition to the Common Exclusions, the consequences of the following circumstances and events are also excluded:

- 4.1. **Illnesses** which had previously been diagnosed, had a changed status, a further test or change in treatment within the 30 (thirty) days prior to the purchase of the *Insured Admission Ticket*;
- 4.2. **Bodily accidents** which had occurred or given rise to a surgical procedure, physiotherapy, a further test or change in treatment within the 30 (thirty) days prior to the purchase of the *Insured Admission Ticket*;
- 4.3. **Illnesses** ensuing from pregnancy beyond the 28<sup>th</sup> week, voluntary termination of pregnancy, in-vitro fertilisation;
- 4.4. epidemics, local health situations, natural or human pollution, as well as natural, meteorological or climate events that do not result in *Serious property damages* under the same provisions as those set out in Article 2.5;
- 4.5. **Natural disasters** occurring *Abroad*, definitely caused by the abnormal intensity of a natural agent and those *Natural disasters* referred to in Law N° 82-600 of 13 July 1982.
- 4.6. criminal proceedings against the *Insured*;
- 4.7. the employer's refusal to permit paid leave;
- 4.8. any event that occurred between the date on which the *Insured Admission Ticket* was purchased and the date when this policy was taken out;
- 4.9. A cancellation of the show for which the event organiser is responsible;
- 4.10. Closure of the place stated on the *Insured Admission Ticket* for administrative, regulatory or safety reasons, decided upon by public authorities or by the event organiser.

#### 5. WHAT THE INSURED MUST DO IN THE EVENT OF CANCELLATION

The *Insured* must declare the *Claim* to the *Insurer* within five (5) working days of his/her knowledge of it, except in the event of exceptional circumstances or force majeure:

To make declaration easier and claim handling more efficient, you are advised to declare the claim via the following website: <https://indemnisat.allianz-travel.fr>

A confidential access code will be provided allowing the tracking of the claim 24/24.

The insured can also contact the Insurer on the phone from Monday to Friday, between 9 am and 6 pm (Metropolitan France time zone):

**From France (if the Insured's current location is in France)**

- No. 01 42 99 03 95 (no extra charge) if you speak French
- No. 01 42 99 03 97 for the non-French speaking Insured

**Outside France (if the Insured's current location is not in France)**

- No. 00 33 (1) 42 99 03 95 if you speak French
- No. 00 33 (1) 42 99 03 97 for the non-French speaking Insured



After this deadline has passed and the *Insurer* incurs a loss because of the late notification, the *Insured* will lose all rights to compensation.

#### 6. SUPPORTING DOCUMENTS TO BE PROVIDED

The *Insurer* will inform the *Insured* of the information that is needed in order for the *Claim* to be declared. It is the *Insured's* responsibility to provide the *Insurer* with all the documents and information in support of the reason for his/her *Cancellation* and which enable the *Insurer* to calculate the amount of compensation.

If the reason for the *Cancellation* is medical, the *Insured* may, if wished, send the medical details in an envelope marked "Confidential" for the attention of the *Insurer's* medical expert (Médecin Conseil).

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
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<b>IN ALL CASES</b>	<ul style="list-style-type: none"> <li>- the original <i>Insured Admission Ticket</i> (or paper printout for E-tickets),</li> <li>- the insurance certificate or purchase invoice issued when the <i>Order</i> for the <i>Insured Admission Ticket</i> was placed,</li> <li>- when applicable, the official document showing the relationship with the person who was the reason for the <i>Cancellation</i> (copy of the family identity booklet, partnership certificate, etc.),</li> <li>- R.I.B. (bank account details),</li> <li>- after the file has been reviewed, any other supporting document requested by Allianz Assistance.</li> </ul>	
<b>In the event of <i>Illness</i>, including a pregnancy related condition or a <i>Bodily accident</i></b>	<ul style="list-style-type: none"> <li>- if relevant, medical prescriptions for drugs,</li> <li>- if relevant, test results,</li> <li>- if relevant, a copy of the sickness certificate,</li> <li>- if relevant, a hospitalisation form,</li> <li>- after the file has been reviewed, if requested by the <i>Insurer</i>: statements showing reimbursement by the health insurance body of which the <i>Insured</i> is a member.</li> </ul>	
<b>For a death:</b>	<ul style="list-style-type: none"> <li>- a copy of the death certificate,</li> <li>- if relevant, contact details for the lawyer dealing with the estate of the deceased <i>Insured</i> person.</li> </ul>	
<b>For the birth of the <i>Insured's child</i>:</b>	<ul style="list-style-type: none"> <li>- a copy of the birth certificate,</li> <li>- acknowledgement of receipt of the pregnancy declaration from the Primary Sickness Insurance Fund.</li> </ul>	
<b>For an examination resit notice sent to the <i>Insured</i>:</b>	<ul style="list-style-type: none"> <li>- a copy of the examination resit notification letter,</li> <li>- a copy of the postponement or the record of notes stating the postponement.</li> </ul>	
<b>For serious <i>Property damage</i>:</b>	<ul style="list-style-type: none"> <li>- the acknowledgement of the claim declaration to the Home Comprehensive Insurance company,</li> <li>- in the event of a burglary, a copy of the report made to the police authorities.</li> </ul>	
<b>In the event of the <i>Insured's vehicle</i> being immobilised:</b>	<ul style="list-style-type: none"> <li>- the acknowledgement of the claim declaration to the vehicle insurance company,</li> <li>- or a copy of the vehicle repair and/or towing bill.</li> </ul>	
<b>In the event of a strike of public transport used by the <i>Insured</i>:</b>	<ul style="list-style-type: none"> <li>- a statement from the transport company in question.</li> </ul>	
<b>In the event of the theft of the <i>Insured Admission Ticket</i>:</b>	<p>In all cases:</p> <ul style="list-style-type: none"> <li>- The e-mail to confirm <i>Cancellation</i> of the <i>Insured Admission Ticket</i> that was sent to the <i>Approved Organisation</i>.</li> </ul>	<p>In the event of a break-in to the <i>Home</i>:</p> <ul style="list-style-type: none"> <li>- a copy of the detailed crime report,</li> <li>- the acknowledgement of the claim declaration to the Home Comprehensive Insurance company.</li> </ul> <p>In the event of an assault:</p> <ul style="list-style-type: none"> <li>- a copy of the detailed crime report.</li> </ul>
<b>In case of summons of the <i>Insured</i> to act as a witness or juror:</b>	<ul style="list-style-type: none"> <li>- a copy of the summons to act as a witness or juror.</li> </ul>	
<b>If identity documents have been lost:</b>	<ul style="list-style-type: none"> <li>- a copy of the loss statement made to the police.</li> </ul>	

## ADMINISTRATIVE PROVISIONS

### 1. REGULATIONS GOVERNING THE POLICY AND THE LOCATION AT WHICH IT IS TAKEN OUT

This policy is governed by the French Insurance Code, the General Terms and Conditions which serve as the Information Notice, and the Specific Terms and Conditions.

The General Terms and Conditions which serve as the Information Notice have been drawn up in French.

In respect of transactions which are carried out on the Internet, the virtual space constituted by the website pages of [www.Ticketmaster.fr](http://www.Ticketmaster.fr) and the sites of ticketing partners distributing tickets issued by Ticketmaster is considered to be located in French territory and policies taken out via these sites are therefore located in *France*, without prejudice to the protection provided to the consumer by the Law of the country in which he/she is usually resident.

## 2. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

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The policy must be taken out at the same time as the *Insured Admission Ticket* is purchased.

Cover is effective immediately, subject to the premium being paid.

Cover ceases at the date and time of the *Insured Admission Ticket*.

## 3. RIGHT OF WITHDRAWAL

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When purchasing tickets on the Internet, the *Insured* has the right to cancel the insurance cover free of charge and without any penalty fee within **fourteen (14) calendar days** from AWP P&C's receipt of his/her insurance cover application made via the ticketing website.

To exercise this right, the *Insured* must send an e-mail to Customer Services of the ticketing website from which he/she made the purchase before the 14-day period has expired or he/she must send a duly completed, signed and dated **waiver letter by registered post with acknowledgement of receipt** to the ticketing company whose address appears in the General Terms and Conditions of Sale of the tickets.

The *Insured* may, if he/she wishes, use the template waiver letter below:

"I, the undersigned, *Last name, First name, date and place of birth* - wish to cancel the insurance cover in policy No. ... which I took out on ... (*Date*).

Drawn up at... (*Place*). On ... (*Date*) and Signature: ... "

If the *Insured* makes use of this option, the policy will be cancelled upon receipt of the registered letter informing Ticketmaster of his/her wish.

The right to renunciation cannot be exercised if the *Insured* has used the policy cover in connection with a claim that was declared within the 14-day period.

If the *Insured* exercises their right to renunciation, Ticketmaster will make a refund to the *Insured* within thirty (30) days after receipt of the notification from him/her.

## 4. CUMULATIVE INSURANCE

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If the *Insured* is covered for the same risks with other insurance companies, he/she must inform the *Insurer* and provide the *Insurer* with their details and the scope of their cover, in accordance with Article L 121-4 of the French Insurance Code.

The *Insured* can obtain compensation for his/her damage by contacting the insurance company of their choice.

## 5. SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

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In consideration for the payment of the indemnity and, up to its limit amount, the *Insurer* becomes a beneficiary of the rights and actions that the *Insured* had against anyone liable for the *Claim*, pursuant to Article L 121-12 of the French Insurance Code.

If the *Insurer* is no longer able to perform this action by the *Insured's* act, the *Insurer* can be discharged of all or part of its obligations towards the *Insured*.

## 6. PENALTIES APPLICABLE IF A FALSE DECLARATION IS MADE WHEN TAKING OUT THE POLICY

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- **Any non-disclosure, or intentional false statement by the *Insured* when declaring the risk, will be penalised by the policy becoming void, under the conditions contained in Article L113-8 of the French Insurance Code.**
- **Any non-disclosure or false statement by the *Insured*, if bad faith has not been established, is punished under the provisions of Article L113-9 of the Insurance Code:**
  - **if this is observed before any *Claim*: the *Insurer* is entitled to maintain the policy by increasing the premium, or may cancel the policy within ten days by registered letter and refunding the extra premium amount.**
  - **if this is only observed after a *Claim*: the *Insurer* may reduce the compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.**

## 7. PENALTIES APPLICABLE IF THE INSURED MAKES AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE CLAIM

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**Any fraud, non-disclosure or intentional false statement by the *Insured* about the circumstances or consequences of a claim will result in the loss of all entitlement to services or compensation for this claim.**

## **8. TIME LIMITATION**

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The provisions relating to the time limitation period for actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, which are reproduced below:

- Article L.114-1 of the French Insurance Code

"All legal actions arising from an insurance contract shall be **barred for two years** from the event that gave rise thereto.

However, this time limitation period only commences:

1° In the event of concealment, omission, misrepresentation or inaccurate representation regarding the risk involved, from the day on which the insurer has knowledge of it;

2° In the event of a claim, from the day on which those concerned became aware of it, if they can prove that they had no prior knowledge until that time.

If the cause of the action brought by the insured against the insurer is for a third party's recovery, the time limitation period only runs from the day on which such third party brings a legal action against the insured or has been compensated by the latter.

The time limitation period extends to ten years for life insurance policies where the beneficiary is a person other than the person who took out the policy and, for personal accident insurance policies where the beneficiaries are the legal beneficiaries of the deceased insured person.

For life insurance policies, notwithstanding the provisions of 2°, the time limitation for actions by the beneficiary is a maximum of thirty years after the death of the insured person."

- Article L.114-2 of the French Insurance Code

"The time limitation period is suspended by one of the standard causes for suspending the time limitation period and by the appointment of experts as the result of a claim. The time limitation period may also be suspended as the result of a registered letter with acknowledgement of receipt being sent by the insurer to the insured relating to legal action for payment of the premium or being sent by the insured to the insurer relating to payment of compensation."

- Article L.114-3 of the French Insurance Code

"Contrary to Article 2254 of the French Civil Code, the parties to an insurance policy may not, even by mutual agreement, either modify the length of the time limitation period or add causes for its suspension or interruption."

### **Additional information:**

The standard grounds for suspension of the time limitation period are stated in Articles 2240 et seq. of the French Civil Code, and these specifically include: recognition by a debtor of the right of the person against whom he was prescribing, commencement of legal proceedings even in interim proceedings, an enforcement action.

Please refer to the aforementioned articles of the French Civil Code for the full list of the standard grounds for suspension of the time limitation period.

## **9. ADDRESS TO WHICH SUPPORTING DOCUMENTS MUST BE SENT IN THE EVENT OF A CLAIM**

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Supporting documents must be sent to:

AWP FRANCE  
Service Indemnisation Assurances (*Insurance  
Compensation Department*)  
DOP01  
7 rue Dora Maar  
CS 60001  
93488 Saint-Ouen Cedex

## **10. LOSS ASSESSMENT**

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The causes and consequences of the *Claim* are assessed by mutual agreement and failing this, by jointly agreed loss assessment, subject to the respective rights of the *Insurer* and the *Insured*. The expert's fees are shared between the Parties.

If the Parties are unable to agree on the selection of the third-party expert, the expert shall be appointed by the presiding judge of the Tribunal de Grande Instance of the place of *Domicile* of the *Policyholder*.

This appointment shall be made on a written request signed by the Insurer or by just one party, the other party having being summoned by registered letter.

## **11. CLAIM SETTLEMENT TIME PERIOD**

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As soon as the *Insured's* case is complete, compensation will be paid within 10 days following the agreement between the *Insurer* and the *Insured* or an enforceable court ruling.

## **12. COMPLAINTS HANDLING PROCEDURES**

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If an *Insured* is not satisfied with the handling of his/her claim, they must first of all inform their usual contact to allow them to understand the nature of the problem and seek solutions to it.

In the event of a dispute concerning the proposed solutions, the Insured may send a complaint to the following email address:

[reclamation@votreassistance.fr](mailto:reclamation@votreassistance.fr)

or by post to the following address: *AWP FRANCE SAS, Service Réclamations, TSA 70002 – 93488 Saint Ouen Cedex.*)

The Insured will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from receipt of the complaint, unless the response to the complaint has already been sent to the insured within that time period.

A response will be sent to the Insured within two (2) months after the date of receipt of the complaint, unless there are specific circumstances, which the Insurer will inform the Insured of.

Claims referring to policies taken out by private customers via the Internet, may be submitted to the European Online Dispute Resolution platform, accessible at the following address: <https://webgate.ec.europa.eu/odr>

If the Insured is still dissatisfied, after receiving the response from the Insurer, who has completed a final review of the complaint and exhausted internal methods of appeal, the Insured may then contact the independent mediator whose address is:

La Médiation de l'Assurance

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

**LMA**

**TSA 50110**

**75441 Paris Cedex 09**

Insurance companies that are members of the FFA have implemented a facility to provide Insured persons and third parties with a mediation procedure for the settlement of disputes. This facility is governed by the 10 rules of the Insurance Mediation Charter.

### **13. JURISDICTION**

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AWP P&C elects domicile at its secondary office at **7 rue Dora Maar, 93400 Saint-Ouen**

Any disputes raised against AWP P&C concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent to the address shown above depending on the date of claim.

### **14. PROTECTION OF PERSONAL DATA**

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The processing of personal data is governed by the "Data Protection Act", of 6 January 1978 and by the EU regulation 2016/679 of 27 April 2016 concerning the protection of physical persons from the processing of personal data and the free circulation of such data.

AWP P&C and AWP France SAS are responsible for the processing of personal data gathered for the implementation, management and execution of the contracts.

This data will be preserved for the time required to carry out the contract and in compliance with the provisions relative to prescription. It is reserved for insurance cover managers and is liable to be passed on to subcontractors situated inside or outside the European Union.

In compliance with the legislation and the regulations applicable to the protection of data, the Insured is entitled to the right of access to the data concerning him and to correct it by contacting: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr).

For more information, consult the Declaration of confidentiality explaining in particular how and why personal data is gathered. The latest version is submitted to the Insured on subscription to the policy.

**As part of its policy of controlling risks and of its fight against fraud, AWP France SAS reserves the right to check information as it deems fit, and if necessary, to refer to the competent authorities in accordance with the applicable legislation.**

### **15. REGULATORY AUTHORITY**

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The body responsible for the regulation of AWP P&C is the Autorité de Contrôle Prudentiel et de Résolution (French banking and insurance industry regulatory authority, 4 Place de Budapest, CS92459, 75436 Paris Cedex 09 - [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr)).

### **16. LEGAL INFORMATION**

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The insurance cover is underwritten by AWP P&C

Société anonyme (Joint-stock company) with share capital of 17,287,285.00 euros, 519 490 519,490,080 RCS Bobigny, registered office: 7 rue Dora Maar 93400 Saint-Ouen.

Private company governed by the French Insurance Code.

## Declaration of confidentiality

### The security of your personal data matters to us

**AWP France SAS**, a company owned by Allianz Partners SAS, are insurance brokers registered with the ORIAS, acting for and on behalf of **AWP P&C**, a firm owned by Allianz Partners SAS, an insurance company approved by the **Autorité de Contrôle Prudentiel et de Résolution (ACPR)**, who offer insurance products and services. Protecting your private life is an absolute priority for us. This declaration of confidentiality explains how we collect personal data, which type of data we collect and why, with whom we share it and to whom we disclose it. Please read this declaration carefully.

### Who is the data processor?

The data processor is the person or corporate entity that controls and is responsible for the preservation and use of personal data, in paper or electronic format. **AWP P&C** and **AWP France SAS** ("We", "Our") are the data processors, as defined by the applicable data protection laws and regulations.

#### 1. Which personal data is collected?

We will collect and process various different types of personal data relating to you, as described below:

- Data relating to persons who are parties to or interested in or who intervene in the contract and
- Any other data that may be necessary to the creation and performance of the contract.

In that respect we may have to collect and process "sensitive personal data" relating to you.

#### 2. How is your personal data collected and processed?

We will collect and process the personal data you send us and that which we receive from third parties (as explained below) for a number of purposes and subject to your express consent, unless that consent is not required by the applicable laws and regulations, as indicated below:

Purpose	Is your explicit consent required?
<ul style="list-style-type: none"> <li>• Quotation and underwriting of the insurance contract</li> </ul>	<ul style="list-style-type: none"> <li>• No, insofar as these processing activities are necessary to execute the insurance contract to which you are a party and to take the necessary measures prior to the conclusion of this contract.</li> </ul>
<ul style="list-style-type: none"> <li>• Administration of the insurance contract (e.g. claims processing, the investigations and estimates necessary to determine the existence of the insured event and the amount of compensation to be paid or the type of assistance to be provided, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, if necessary. However, if we process your personal data as part of the subscription to your insurance and/or the processing of your claim, we will not request your specific consent.</li> </ul>
<ul style="list-style-type: none"> <li>• To conduct quality surveys on the services provided, in order to assess your level of satisfaction and improve it</li> </ul>	<ul style="list-style-type: none"> <li>• No We have a legitimate interest in contacting you after handling a request or providing a service to ensure that we have performed our contractual obligations in a satisfactory manner. However, you have the right to object by contacting us as explained in section 9 below.</li> </ul>
<ul style="list-style-type: none"> <li>• To meet all legal obligations (e.g. those arising from laws on insurance contracts and insurance activities, regulations on tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>• No, insofar as such processing activities are expressly and legally permitted.</li> </ul>
<ul style="list-style-type: none"> <li>• For audit purposes, to comply with legal obligations or internal procedures</li> </ul>	<ul style="list-style-type: none"> <li>• No We may process your data for internal or external audits required either by law or by our internal procedures. We will not seek your consent for such processing if it is justified under applicable regulations or as being in our legitimate interest. However, we will</li> </ul>

Purpose	Is your explicit consent required?
	<p>ensure that only strictly necessary personal data will be used and that it will be treated confidentially.</p> <p>Internal audits are generally performed by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).</p>
<ul style="list-style-type: none"> <li>To perform statistical and qualitative analyses based on data and claims rates</li> </ul>	<ul style="list-style-type: none"> <li>If we carry out any of these processing activities, we will do so by anonymizing the personal data. As a result, anonymised data is no longer considered "personal" data and your consent is no longer required.</li> </ul>
<ul style="list-style-type: none"> <li>For the management of debt collection (e.g. to request payment of the premium, to claim claims from third parties, to distribute the amount of compensation between different insurance companies covering the same risk)</li> </ul>	<ul style="list-style-type: none"> <li>No, if the processing of your data, even if they are sensitive categories of personal data, is necessary for the establishment, exercise or defence of legal claims, which we may also invoke as a legitimate interest.</li> </ul>
<ul style="list-style-type: none"> <li>For the prevention of and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions, including, where appropriate, for example, comparing your information with that contained in previous claims, or verifying current claim reporting systems.</li> </ul>	<ul style="list-style-type: none"> <li>No It is understood that the detection and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions is a legitimate interest of the Data Controller. Therefore, we are entitled to process your data for this purpose without your consent.</li> </ul>
<ul style="list-style-type: none"> <li>To transfer risks through reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>We may process and share your personal data with other insurance or reinsurance companies, with whom we have or will sign co-insurance or reinsurance agreements.</li> </ul> <p>Co-insurance is the coverage of the risk by several insurance companies through a single contract, each assuming a percentage of the risk or spreading the coverage among them.</p> <p>Reinsurance is the "subcontracting" of the coverage of part of the risk to a third party reinsurer. However, this is an internal agreement between us and the reinsurer and you have no direct contractual relationship with the reinsurer.</p> <p>These transfers of risk are in the legitimate interests of insurance companies, which are even generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose)</p>

As we have previously explained, for the purposes listed above we will process the personal data relating to you which we receive from our business partner **TICKETMASTER**.

With regard to the purposes mentioned above, for which we have indicated that your express consent is not required, or in cases where we need your personal data for the purposes of underwriting your insurance and/or dealing with your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be necessary whenever you purchase our products and services. If you do not wish to provide us with that data, we will not be able to guarantee that you will have access to the products and services you ask for, or those which may be of interest to you, or to offer you products or services that match your specific requirements.

### 3. Who is able to access your personal data?

We will ensure that your personal data is processed only for the purposes indicated above.

For those purposes, your personal data may be disclosed to the following persons as third-party processors, data controllers:

- public-sector bodies, other companies in our Group Allianz, other insurers, reinsurers.

For those purposes, your personal data may be disclosed to the following persons as processing agents, operating under our responsibility:

- other companies in our Group Allianz, technical consultants, surveyors, lawyers, claims adjusters, repairers, service suppliers, doctors and delegated service companies for our operations (complaints, information technology, postal services, document management, etc.)

In summary, we may need to share your personal data in the following cases:

- in cases of proposed or actual reorganisation, fusion, sale, joint venture, assignment, transfer or any other disposal of all or part of our business, assets or securities (particularly in the event of insolvency or other similar proceedings); and
- in order to conform to any legal obligation, including those arising from the mediator's decisions should you make a complaint concerning one of our products or services.

#### **4. Where is your personal data processed?**

Your personal data may be processed either inside or outside the European Economic Area (EEA) by the persons specified in section 4, subject always to contractual restrictions relating to confidentiality and security, in accordance with the applicable laws and regulations on personal data protection. We will not disclose your personal data to persons not authorised to process it.

Every transfer of your personal data for processing outside the EEA by another company in our Group will be effected on the basis of internal company rules approved by our Group's Regulatory Authority, laying down adequate rules for the protection of personal data and legally binding all the companies in our group. You may acquaint yourself with those internal company rules and the relevant non-EEA countries by contacting us as indicated in section 9. Where those internal company rules do not apply, we will take measures to ensure that transfers of your data outside the EEA will be effected to an adequate standard of protection, just as we would if they were being transferred within the EEA. You can acquaint yourself with the protective measures we are implementing for that type of transfer (standard contractual clauses, for example) by contacting us as indicated in section 9.

#### **5. What are your rights relating to your personal data?**

Where the current laws or regulations permit, you have the right:

- to access your personal data and know where it has been obtained from, the objectives and purposes of processing that data, to obtain information concerning the processor(s), processing agents and final recipients of the data potentially disclosed;
- to withdraw your consent at any time, in those cases where it is required for the processing of your personal data;
- to update or rectify your personal data to ensure that it is always correct;
- to delete your personal data from our systems if it is no longer needed for the purposes previously indicate;
- to restrict the processing of your personal data in certain circumstances –if, for example, you have queried the accuracy of your personal data – for such period as may be necessary for our office to check its accuracy;
- to obtain your personal data in electronic format, for your personal use or that of your new insurer; and
- to submit a complaint to our company and/or the competent data protection authority.

You may exercise these rights by contacting us as indicated in section 9.

#### **6. How can you object to the processing of your personal data?**

Where the current laws or regulations permit, you have the right to object to the processing of your personal data by our offices, or to request our company to stop processing that data (including for direct marketing purposes). Once your request has been sent, we will no longer process your personal data, unless prevented by the applicable laws or regulations.

You may exercise this right in the same way as the other rights defined in section 6.

#### **7. How long will we keep your personal data?**

We will keep your personal data for a period two (2) years from the date of expiry of the contract of insurance or in accordance with the following specific conditions:

- In the event of a claim two (2) years from the date of settlement of the claim.
- In the event of a personal injury claim – ten (10) years from the date of the claim.
- For any information on complaints two (2) years from the date of receipt of the complaint.
- For any information on the contract two (2) years from the date of expiry, termination or cancellation.

We would inform you that these specific periods may apply in connection with tax and accounting obligations, according to current regulations.

We will not keep your personal data any longer than is necessary. It will be kept only for the purposes for which it was obtained.

## 8. How can you contact us?

For any question relating to the use we make of your personal data, you can contact us by e-mail or post:

AWP France SAS  
*Département Protection des Données Personnelles*  
7 rue Dora Maar - 93400 Saint-Ouen  
E-mail: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)

## 9. How often do we update this declaration of confidentiality?

We review this declaration of confidentiality regularly.