



#France 2023 TICKETING Information Notice

Information Notice of optional group “#France 2023 Ticketing” insurance policy no. ud8dhe (hereinafter referred to as the “Policy”) arranged by:

- **#France 2023**, Public Interest Group (PIG) whose registered office is at 5, avenue du Coq 75009 Paris, whose SIREN [Company Register] registration number is no. 130 024 078 (hereinafter referred to as the “Policyholder”);
- With **Seyna**, SA with a share capital of €801,929.04 whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the RCS de Nanterre [Nanterre Commercial Register] under no. 843 974 635, a company governed by the Insurance Code (hereinafter referred to as “the Insurer”);
- Provided by **AON**, SAS with a share capital of €46,027,140 whose registered office is at 31-35, rue de la Fédération 75717 Paris cedex 15, registered in the RCS de Paris [Paris Commercial Register] under no. 414 572 248 and in the ORIAS [Register of Insurance Intermediaries] under no. 07 001 560 (hereinafter AON or the new business broker);
- Distributed by #France 2023 acting as an ancillary insurance intermediary by way of derogation (hereinafter the “Distributor”);
- And managed by **Phenomen**, SASU with a share capital of €10,000, whose registered office is at 19 rue Pierre Semard 75009 Paris, registered in the RCS de Paris [Paris Commercial Register] under no. 833 740 699 and in the ORIAS [Register of Insurance Intermediaries] under no. 18 000 514 www.orias.fr (hereinafter the “Managing Broker”).

AON, Phenomen and Seyna are subject to the supervision of the Prudential Supervisory and Resolution Authority, 4 place de Budapest CS 92549 75436 Paris Cedex 09.

The Managing Broker, which is acting under the trademark “TICKETMATE”, is authorised by the Insurer to manage the Policy both with regard to arrangement and claims.

The Managing Broker can be contacted by the following methods:

- on the website: www.ticketmate.io
- by post: 58, rue de la Victoire – 75009 PARIS

1. Definitions

Bodily injury: Sudden adverse change in health arising from the sudden action of an unintentional cause beyond the control of the victim, recorded by a Medical Authority, resulting in the issue of a medical prescription for the benefit of the patient and involving the cessation of any professional or other activity.

Subscriber: The natural person who has bought an insured Ticket and who has subscribed to the Policy and identified as such on the Certificate of insurance.

Attack: Any threat made or physical violence exerted by a Third Party with a view to depriving the Subscriber to the insurance or the Insured of the insured Ticket.

Insured: Any person benefitting from an insured Ticket.

Medical Authority: Any person who holds a valid degree in medicine or surgery in the country where the serious bodily Injury or serious sickness is recorded.

Insured Ticket/Package: Entrance fee or ticket valued at a maximum of €3,000 each for a Match or a Package of matches being played in Mainland France up to the limit of cover. Only Tickets with a fixed match date may be insured.

Certificate of insurance: The document sent by email to the Subscriber by the Managing Broker to confirm his/her subscription to the Policy.

Accidental material loss or damage: Any destruction or total or partial damage, visible externally, affecting the use - according to the manufacturer's standards - of the item caused by an Accident.

Cover: Insurance cover relating to the Policy.

Sickness: Sudden and unforeseen adverse change in health recorded by a Medical Authority, resulting in the issue of a medical prescription for the benefit of the patient and involving the cessation of any professional or other activity.

Package: Ticket covering several Matches that the insured may attend.

Loss: An event likely to trigger the Cover.

Match: the 2023 rugby world cup match for which the insured Ticket was bought by the Subscriber on the Distributor's website.

Third Party: Any natural person other than the Insured, his/her spouse or cohabiting partner, his/her partner in the case of a civil partnership and his/her ascendants or descendants.

Theft: Fraudulent deprivation by a Third Party of an insured Ticket by forcible entry or attack.

Theft by attack: Theft by means of threats made or violence exerted by a Third Party.



Burglary: Theft by forcing or destroying any locking device of a permanent enclosed and roofed structure, a residence, a vehicle, etc. The use of forged keys, keys wrongly obtained or of any device that may be fraudulently used to operate a locking device without forcing or damaging it shall be treated as burglary.

2. Subscription terms

2.1 Who can subscribe to the Policy?

Any adult natural person who has bought one or more Tickets and/or Packages from the Distributor.

2.2 How can you subscribe to the Policy?

An adult natural person who wishes to benefit from the Cover for the insured Ticket(s) must subscribe to the Policy by giving his/her consent to the offer of insurance at the same time as the online purchase of the insured Ticket and/or Package on the website tickets.rugbyworldcup.com after taking note of the standard information document, information and prior advice sheet as well as this information notice and accepting the terms thereof.

All the above documents as well as the invoice evidencing payment of the purchase price, including all taxes, of the Tickets and/or Packages must be kept on a durable medium.

2.3 Proof of arrangement

Data in electronic format kept by the Insurer or any agent of its choice shall serve as signature by the Subscriber, can be enforceable against him/her and may be admitted as proof of his/her identity and his/her consent to the offer of insurance and to the terms of this Information Notice.

2.4 Confirmation of subscription to the Policy

The Managing Broker shall send the Subscriber, by email, a Certificate of Insurance and this Information Notice and, as a reminder, the precontractual information documents, documents that the Subscriber also undertakes to keep on a durable medium.

2.5 Cancellation of subscription

In the event of online subscription on the website tickets.rugbyworldcup.com, the Subscriber may cancel his/her subscription to the Policy within 14 days as from receipt of the contractual documents by simply cancelling his/her insurance application in his/her customer area on the Managing Broker's website using the following model: *"I the undersigned, Surname, First Name and Address, hereby declare that I am cancelling my subscription to "#France 2023 Ticketing" Insurance no. ud8dhe. Date and Place, Signature"*.

The Managing Broker, in the name and on behalf of the Insurer, shall then refund the insurance premium paid at the time of the subscription.

However, if the Insured requests to benefit from the Cover during the cancellation period, under the terms stipulated in the Notice, he/she will no longer be able to exercise his/her right of cancellation, this declaration constituting his/her agreement to the execution of the Policy.

The above provisions shall also apply if the Subscriber already has proof of prior cover for any of the risks covered by the Policy and wishes to cancel his/her subscription for this reason (Article L112-10 of the Insurance Code) by post or email sent to the Managing Broker.

3. Subject-matter and limits of Cover

Losses occurring in relation to the insured Ticket(s) or Package(s) shall be covered subject to the exclusions, limits of Cover and compliance with the notification periods and formalities stipulated in this information notice.

Cover shall only apply if the Policy is in the process of being executed on the date of occurrence of the Loss.

3.1 Subject-matter of Cover

In the event of inability to attend the Match which is the subject of the insured Ticket or Package during the period of validity of the Cover (stipulated in Article 5. of this Notice), the insured Ticket or Package shall be refunded subject to the conditions set out in Article 8 of this Notice due to any of the following causes:

- **Bodily Injury or Sickness of any of the Insureds**, resulting in the inability to attend the Match;
- **Bodily injury, Sickness or death of the legal or common-law spouse** of any of the Insureds, his/her partner in the case of a civil partnership, any of his/her ascendants or descendants to the second degree or any of his/her brothers or sisters resulting in the inability to attend the Match;
- **Bodily injury, Sickness or death of the person who was to look after** the Insured's underage children during the insured Match;
- **Complication with the pregnancy** of the Insured requiring her to stay in bed on the day of the Match, even if the pregnancy was known at the time of arranging the Policy;



- **Birth of a child or grandchild** of the Insured, occurring within the 7 days preceding the Match;
- **Public transport strike** on the day of the Match, i.e. stoppage of the public transport initially intended to travel to the Match as a result of a strike, provided there is no other means of public transport permitting travel to the Match or provided any other available means of public transport takes twice the time of the initial transport with a minimum period of an additional 30 minutes;
- **Major property damage**, occurring after arrangement of the Policy, affecting the Insured's Home or the business premises or farm of which the Insured is the owner, tenant or occupant free of charge provided such property damage necessarily requires the Insured's presence at the Insured's premises on the day of the Match, to take the necessary protective measures;
- **Summoning of the Insured for jury service or as a witness** for the day of the Match provided such summons was not known to the Insured at the time of arranging the Policy;
- **Summoning of the Insured to re-sit an exam** for the day of the Match provided failure of the exam and the date of the re-sit were not known to the Insured at the time of arranging the Policy;
- **The Insured's professional obligations**, i.e. a business trip taken by the Insured on the day of the Match more than 150 km away from the place of the Match or obligation on the part of the Insured to be at his/her workplace or at a business appointment with a supplier or a client at the time of the Match provided such professional obligation was not known to the Insured at the time of arranging the policy;
- **Theft of identity documents (identity card or passport)** required for the Insured to travel to the place of the Match or to collect his/her insured Ticket, occurring in the month preceding the insured Match provided such theft is reported to the relevant police authorities;
- **Theft of the insured Tickets** committed by forcible entry or by attack provided such theft is reported to the relevant police authorities;
- **Loss of use of the Insured's vehicle** up to the day after the Match provided that it is the result of a road accident or mechanical breakdown (excluding running out of fuel), occurring in the 6 hours preceding the Match and having required the intervention of a breakdown service;
- **Any other random event** provided it is the result of an unintentional circumstance on the part of the Insured or a member of his/her family, that was unforeseeable on the day of arranging the Policy and arising from the action of a cause beyond the Insured's control.

3.2 Limits of Cover

1 (one) single Claim per insured Ticket or Package during the period of validity of the Cover (stipulated in Article 5 of this Notice) up to €3,000 per Ticket or per Package.

Each ticket making up the insured basket may be indemnified irrespective of other tickets in the same basket (except for the Packages that are insured Package by Package in their entirety).

4. Exclusions

Losses caused by the following events are excluded:

- Error in the entry of the date of the Match and/or in the number of seats at the Match at the time of the booking;
- Cancellation of the insured Match itself;
- Accident or sickness which has been the subject of an initial observation, treatment, relapse or hospitalisation, prior to the date of arranging the Policy;
- Sickness requiring medical psychological and/or psychotherapeutic treatment (including nervous breakdown) unless it results in hospitalisation for more than 4 consecutive days
- Suicide or attempted suicide;
- Loss of the insured Tickets;
- Loss of identity documents;
- Tickets controlled by the organisers of the Match;
- Theft of the insured Tickets committed without forcible entry or attack;
- Cosmetic treatments and courses of treatment;
- Periodical medical check-ups or examinations;
- Epidemic, pandemic as defined by the Ministry of Health or by the WHO, pollution, strike (other than public transport strike provided for by the Cover), natural disaster, riot and civil commotion;
- Wilful or serious misconduct committed by the Insured;
- Negligence of the Insured;
- Events which the Insured was aware, when arranging the Policy, might trigger the Cover;
- Criminal proceedings against the Insured;
- Non-presentation, for any reason whatsoever, of any of the documents required to collect the insured Ticket or Tickets, except in the case of Theft of identity documents as stipulated in Article 3.1;



- Acts of war or civil war and similar events, riot, internal unrest, acts of violence for political reasons, terrorist attacks or acts, strike, lock-out and social conflict, expropriation or acts similar to expropriation, seizure, withdrawal, decree or various acts of a higher authority as well as loss or damage arising from natural disaster or nuclear energy;

Cover shall always exclude any Insured appearing in any official, government or police database of alleged or presumed terrorists or any Insured who is a member of a terrorist organisation or drugs trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons;

Covid-19 COVER:

Notwithstanding the "Epidemic, pandemic as defined by the Ministry of Health or by the WHO" exclusion, cover shall apply to the subscriber's inability to go to the event because of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or Covid-19 variants) leading either to medical treatment or to isolation in the event of absence of symptoms. Cover is extended to persons who are "contact cases" living in the same household (contact cases being strictly limited to the following persons: legal or common-law spouse of any of the Insureds, his/her partner in the case of a civil partnership or any of his/her ascendants or descendants to the second degree).

5. Period of validity of the Cover

Once validated by the Subscriber at the time of purchase of the insured Tickets and/or Packages, Cover shall take effect after the actual receipt by the Distributor of the full amount of the premium due and of the Tickets and/or Packages.

In the event of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or Covid-19 variants):

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

In all cases Cover shall cease:

- Automatically on the day and at the time of the Match booked or, in the case of a Package, on the day and at the time of the first Match which the Insured has chosen to attend from all the Matches in his/her Package;
- In the event of exercising the right of cancellation subject to the conditions set out in Article 2.5;
- In the event of the Subscriber reselling his/her Ticket and/or Package;
- In all other cases provided for in the Insurance Code;
- In the event of non-payment of the full price of the Tickets and/or Packages in the case of payment in 3 instalments offered by the Distributor. The premium shall be refunded at the same time as the refund for his/her Tickets and/or Packages by the Distributor.

6. Insurance premium

The amount of premium depends on the total amount, including all taxes, of the Tickets or Packages purchased by the Subscriber. The Subscriber shall be informed of the amount before he/she consents to the subscription then, once the subscription becomes effective, it shall be indicated on the Certificate of Insurance.

The insurance premium shall be paid in full by the Subscriber to the Distributor on booking the Match.

In the event of payment in 3 instalments offered by the Distributor, the full amount of the insurance premium shall be paid at the time of the 1st deduction.

7. Notification of Loss and supporting documents

7.1 How do you report a Loss?

Notification of a loss must be given within 5 days of the time when the Subscriber becomes aware of it except in the case of a fortuitous event or a case of force majeure.

Losses shall be reported to the Managing Broker by the following methods:

- By email to remboursement@ticketmate.io
- Via the online form whose access link is indicated in the email confirming your subscription.

If the Subscriber fails to comply with this notification of Loss period and if the Insurer proves that such delay has caused it to suffer a loss, the Subscriber shall not benefit from the Cover (Article L 113-2 of the Insurance Code).

7.2 Which supporting documents should be provided?

To obtain indemnification for his/her Loss, the Subscriber must provide the following supporting documents:

- In all cases: The original of the insured Ticket or Tickets (unless the insured Ticket or Tickets could not be collected and unless the insured Tickets have been stolen) and the bank details of the Subscriber to the insurance (to enable transfer of the indemnity).



- If the insured Tickets could not be collected or if the insured Tickets have been stolen: Proof of payment (invoice, statement of account, etc.).
- In the case of serious bodily injury or sickness: Initial Medical Certificate* stating the date and nature of the accident or sickness.
- In the case of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or Covid-19 variants): result of the SARS-Cov-2 test of the affected member of the household: a medical certificate specifying a confinement at home of the person or persons indicated above, a proof of address (rent receipt, tax notice, title deed, electricity receipt) showing the name of the Subscriber as well as proof of relationship showing the names of the persons requesting to benefit from the cover for named tickets or the number of persons living in the same household for tickets with no name
- In the case of death: Copy of the death certificate.
- In the case of pregnancy complications: Medical certificate* stipulating that the Insured must stay in bed on the day of the Match.
- In the case of childbirth: Copy of the birth certificate.
- In the case of public transport strike: Proof of address and proof from the public transport company to determine whether the initial travelling time has doubled with a minimum of an additional 30 minutes.
- In the case of major property damage: Copy of the notification of Loss in relation to the affected property given to the Insurer.
- In the case of a summons to jury service or to be a witness or to re-sit an exam: Copy of the official summons.
- In the case of professional obligations: Copy of the orders issued by the employer of the Insured concerned with a copy of the identity documents of the superior who ordered the business trip or imposed the obligation to be at the workplace.
- In the case of an appointment with a supplier or a client: copy of the identity documents of the person met.
- In the case of theft of identity documents or theft of the insured Tickets: Copy of the report filed.
- In the case of loss of use of the Insured's vehicle: Copy of the vehicle's breakdown/towing invoice.
- For any other random event: Any information requested by the Managing Broker to allow, with regard to the nature of the event, the circumstances of its occurrence to be determined.

*The medical certificate must be drawn up by a medical authority that is a Third Party to the Insured.

All supporting documents of the Loss must be sent to the Managing Broker via the channels stated in Article 7.1.

Furthermore, the Subscriber must provide the Managing Broker with any document that the Insurer deems necessary to assess the legitimacy of his/her request for indemnity.

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

If, in bad faith, the Insured uses inaccurate documents as supporting documents, makes use of fraudulent means or makes inaccurate or incomplete statements, the Cover shall not apply to the Subscriber.

The Insurer reserves the right to institute legal proceedings before criminal courts.

8. Indemnity terms

The cost of the insured Ticket or Package, minus any amounts refunded by the organisers of the Match, shall be refunded in full to the Subscriber by bank transfer, within 5 working days following the date on which the Managing Broker receives all supporting evidence of the Loss up to the limit of cover stated in Article 3.2.

Where supporting documents are not provided, a discount of 30% of the purchase price, including all taxes, of the insured Ticket shall be applied to the Subscriber.

In the case of infection with Covid-19 (SARS-CoV-2 or coronavirus 2019 or Covid-19 variants), the refund shall be paid only on the basis of a claim with supporting documents (100% refund). Refund requests without supporting documents will be inadmissible.

No indemnity is possible in the case of a notification of loss before payment of the full price of the Tickets and/or Packages and of the premium.

Once indemnified, the insured Tickets/Packages automatically become the property of the Insurer (Article L121-14 of the Insurance Code).

9. Complaints - Mediation

In the event of disputes relating to the handling of his/her subscription, premiums or a Claim, the Subscriber may send his/her complaint to the Managing Broker's Claims Department, which can be contacted by the following methods:

- Email address: reclamation@ticketmate.io
- By post: PHENOMEN – 58 rue de la Victoire, 75009 PARIS



The Managing Broker's Claims Department undertakes to acknowledge receipt of the complaint within 10 working days of the date of receipt (even if the response to the complaint is also provided within this period) and, in any event, to provide a response to the complaint within a maximum period of 2 months as from the date of receipt.

In the event of denial or refusal by the Managing Broker's Claims Department to allow the complaint in part or in full, the Subscriber may then contact the Insurer in writing (stating the references of the case in question and attaching a copy of any supporting documents):

- Email address: reclamations@seyna.eu
- By post: Seyna - Services réclamations 58 rue de la Victoire 75009 Paris

The Insurer shall acknowledge receipt of the complaint within 10 working days of the date of receipt and shall state how long it is likely to take to process it.

The above procedure shall not apply if the dispute has been filed with a court either by the Subscriber or by the Insurer.

If the dispute continues after the response given by the Insurer, the Subscriber may seek the opinion of the Mediator of the Fédération Française de l'Assurances (F.F.A.) [French Insurance Federation] whose contact details are as follows: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

The provisions of this paragraph shall apply without prejudice to other channels of legal action.

10. Miscellaneous provisions

Geographical limits: Cover shall apply to the Subscriber for Losses occurring in the European Union. The indemnity shall be paid at the Subscriber's place of residence.

Applicable law and language used: the Policy shall be governed by French law. The language applicable to the Policy shall be the French language which shall take precedence over any language into which this Notice has been translated.

Subrogation: As it is authorised to do by Article L 121-12 of the Insurance Code, the Insurer may take action against the party liable for the Loss to obtain a refund of the indemnity from which the Subscriber has benefitted.

Plurality of insurances: In accordance with the provisions of Article L121-4 of the Insurance Code, when several insurances are arranged without fraud, each of them shall apply up to the limits of cover of each policy and in compliance with the provisions of Article L121-1 of the Insurance Code.

Misrepresentation: Any misrepresentation by the Subscriber at the time of a Loss shall, if bad faith is proved, result in his/her subscription becoming null and void and therefore in the loss of his/her right to Cover, the insurance premium, however, being withheld by the Insurer.

Data Protection:

The Subscriber is expressly notified of the existence and declares that he/she agrees to the automated processing of personal data collected from him/her by the Insurer and by the Managing Broker (and their agents) within the context of the signing, handling and execution of the Cover including the handling of complaints, pre-litigation, litigation and the protection of his/her rights as well as the fulfilment of security obligations within the context of the fight against money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism and financial sanctions, including the triggering of alerts and notification of suspicions and the implementation of measures aimed at the fight against insurance fraud.

He/she is expressly reminded that, in accordance with the provisions of Law no. 78-17 of 6 January 1978 (as amended) relating to data protection, and to European (EU) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, the provision of such information is mandatory because it is required to obtain cover as well as to handle the subscription. Such information is intended exclusively for the Insurer and the Managing Broker (and their agents) for the purposes of handling the subscription, for their contractual partners involved in such handling and, where applicable, for the supervisory authorities.

The Subscriber's data shall be kept throughout the period of the policy, until 31 December of the calendar year following expiry both of the limitation periods and of the periods stipulated by the various protection obligations imposed by the regulations.

The Subscriber has a right of access, objection, rectification, limitation, portability and deletion of information concerning him/her that appears in the files of the Insurer or the Managing Broker, subject to the conditions laid down by Law no. 78-17 of 6 January 1978 (as amended), by contacting the Managing Broker at the following email address: dpo@ticketmate.io.

Any misrepresentation or inaccurate statement may be the subject of specific processing intended to prevent or identify a fraud and may lead to inclusion on a list of persons posing a risk of fraud.

Telephone conversations between the Subscriber and the Managing Broker may be recorded for the purpose of quality control of the services rendered or within the context of claims handling. Data collected for handling of the subscription and claims may be transmitted, on the terms and conditions stipulated by legislation and authorisations obtained from the CNIL [French Data Protection Authority], to subsidiaries and subcontractors of the Distributor outside the European Union.

The Subscriber may register on the telemarketing opt-out list by visiting the website www.bloctel.gouv.fr.

The Subscriber may send his/her complaints concerning the collection or processing of his/her personal data to the office of the Data Protection Commissioner, the details of which are provided above. In the event of continued disagreement, the Subscriber may contact the CNIL [French Data Protection Authority] at the following address: <https://www.cnil.fr/fr/plaintes>



Limitation period: Any action arising from the Policy and from the subscription shall be barred after 2 years from the event giving rise thereto. The limitation period may be interrupted by the appointment of an expert following a Claim or by the Insurer or the Subscriber sending a registered letter with recorded delivery to the other party.

Article L114-1 of the Insurance Code: "All actions arising from the insurance policy shall be barred after two years from the event giving rise thereto. However, this period shall only run:

1. In the event of non-disclosure, omission, misrepresentation or inaccurate statements concerning the risk run, from the day on which the insurer became aware thereof;
2. In the event of a loss, from the day on which the interested parties became aware thereof, if they prove that they were unaware of it up to that point. When the insured's action against the insurer is due to third party recourse, the limitation period shall only run from the day on which such third party instituted legal action against the insured or was indemnified by the latter. [...]"

Article L114-2 of the Insurance Code: "The limitation period shall be interrupted by any of the usual causes of interruption of the limitation period and by the appointment of experts as a result of a loss. The interruption of the limitation period of the action may, in addition, be the result of a registered letter with recorded delivery being sent to the insured by the insurer regarding action for payment of the premium and to the insurer by the insured regarding payment of the indemnity".

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

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