



**INFORMATION AND GUIDANCE FORM PROVIDED PRIOR TO SUBSCRIPTION TO THE
INSURANCE CONTRACT**
Paris Opera Show Cancellation Insurance

(Articles L521-4 and R521-1 of the French Insurance Code (Code des assurances))

You are a Paris Opera customer and the holder of at least one ticket/voucher purchased on the www.Operadeparis.fr website and wish to be insured in case a performance is cancelled.

In such an event, the **Show Cancellation Insurance** applies, along with the coverage of which conditions, limits and exclusions are specified in the Information Sheet available on the www.Operadeparis.fr website and which you must read before you sign up.

If the guaranteed Performance takes place within 30 days after you subscribe to the contract, you will not be able to cancel your subscription (article L221-28 of the French Consumer Code and article L112-2-1 of the French Insurance Code).

If the guaranteed Performance takes place more than 30 days after you subscribe to the contract, you may cancel your subscription to the insurance within 30 (thirty) calendar days after you receive the Subscription Certificate, by simply cancelling your Paris Opera subscription.

In this case, you can exercise your right to waive this Contract via a registered letter or any durable medium addressed to:
Opéra National de Paris
Service des Relations avec le Public
120, rue de Lyon 75012 PARIS

Sample waiver letter: "*I, the undersigned, [Name, First Name and Address], hereby cancel my subscription to the "Show Cancellation Insurance", Contract n° ICIPAS16. Done on Date at Place, Signature*".

The Paris Opera, in the name and on behalf of the Insurer, will reimburse the insurance, the amount of the premium paid within thirty days after you exercise your right of cancellation. During the cancellation period, if a Claim is made under the conditions laid out in Article 6 of this Information Sheet, you will no longer be able to exercise your right of cancellation, as this statement establishes the Subscriber's agreement to execute the Contract.

Please check that you are not already the recipient of a guarantee covering the same risks as this contract.

The Show Cancellation Insurance is an optional group insurance contract, n°ICIPAS16 (hereinafter referred to as "The Contract"), taken out by the **OPERA NATIONAL DE PARIS** (hereinafter referred to as "Paris Opera" or "Policyholder") with **WAKAM** (hereinafter also referred to as "Insurer") represented by **IN CONFIDENCE INSURANCE** acting in the name and on behalf of the Insurer in its insurance agent capacity, and through **SPB** (hereinafter also referred to as "Intermediary Broker and Manager").

The Contract is presented by the **OPERA NATIONAL DE PARIS** under the exemption laid out in Article L513-1 of the French Insurance Code, under the responsibility of **SPB**.

The Contract is managed by **SPB** in the name and on behalf of **WAKAM**.

- **OPERA NATIONAL DE PARIS**, a national public establishment with a public accountant, registered with the Paris Trade and Companies Register under no. 784 396 079, with headquarters located at 120 rue de Lyon 75012 Paris.
- **WAKAM**, a public limited company with a capital of 4,720,928 euros governed by the French Insurance Code, with headquarters at 120-122 rue de Réaumur 75002 Paris, registered with the Paris Trade and Companies Register under number B 562 117 085.
- **IN CONFIDENCE INSURANCE**, SAS, an MGA with a capital of 1,000 euros, with headquarters located at the Tour d'Asnières Hall D - 4 Avenue Laurent Cely, 92600 Asnières sur Seine, RCS Nanterre n° 798 338 182, and registered with the ORIAS under n° 14 000 507.
- **SPB**, an insurance brokerage company with a capital of 1,000,000 euros, with headquarters located at 71 quai Colbert 76600 Le Havre, registered with the Le Havre Trade and Companies Register under no. 305 109 779, registered with ORIAS as an insurance broker under no. 07 002 642 (www.orias.fr).

WAKAM, **IN CONFIDENCE INSURANCE** and **SPB** are subject to supervision by the ACPR (4 Place de Budapest, 75436 Paris Cedex 09).

Coverage and limitations

Coverage includes the event of non-use of the ticket(s), in particular due to Accident, Illness, Isolation, Theft and other events defined in the Information Sheet. **Exclusions** and an **excess** are also specified in the Information Sheet.

Subscription fees

Subscription fees are based on the purchase price (incl. VAT) of the order and are indicated on the subscription certificate. Subscription is paid online at www.Operadeparis.fr.

Duration

Coverage runs from the date of subscription to the insurance until the day following the guaranteed Performance.

Complaints

In case of difficulty or dissatisfaction relating to the management of the Subscription, contributions or claims, any individual may submit a complaint to **SPB's Complaint Department**, which can be referred to in the following ways:

- online complaint form at www.spb-assurance.fr
- e-mail address: reclamations-operaannulationspectacles@spb.eu
- postal address: SPB Département Réclamations - CS 90000 - 76095 Le Havre Cedex

SPB's Complaints Department commits to acknowledging receipt of the complaint formulated in writing within 10 business days after it was sent (even if response to the complaint is also provided within this period) and to respond to the complaint within a maximum of 2 months after it was sent (unless special circumstances occur, in which case the claimant will be informed).

The aforementioned procedure does not apply if a court has been seized regarding the dispute.

You may also refer to the Médiation de l'Assurance (Insurance Mediation) if you remain dissatisfied (or if no response has been given within 2 months after your complaint):

- via mail: La Médiation de l'assurance - TSA 50110 - 75441 PARIS cedex 09,
- or on the website: www.mediation-assurance.org using the form provided,
- or via email to: le.mediateur@mediation-assurance.org

The Mediator, a person distinct of the SPB manager and the Insurer, independently provides an opinion. If the disagreement were to persist, recourse to legal action remains possible. Any disputes arising in the absence of an amicable agreement shall fall within the jurisdiction of the French civil courts. The claimant has a period of one year from the date of their first written complaint to refer the matter to Insurance Mediation.

The Subscriber may also use the European Commission's Online Dispute Resolution (ODR) platform through the following link:

<http://ec.europa.eu/consumers/odr/>



Show Cancellation Insurance

INFORMATION SHEET

Optional insurance contract no. CIOPAS16 (hereinafter referred to as the "**Contract**") taken out:

- by **OPERA NATIONAL DE PARIS**, a national public establishment with a public accountant, registered with the Paris Trade and Companies Register under no. 784 396 079, with headquarters located at 120 rue de Lyon 75012 Paris.
- with **WAKAM**, a public limited company with a capital of 4,720,928 euros governed by the French Insurance Code, with headquarters located at 120-122 rue de Réaumur 75002 Paris, registered with the Paris Trade and Companies Register under the number B 562 117 085 (hereinafter also referred to as the "**Insurer**"), represented by **IN CONFIDENCE INSURANCE**, SAS, an MGA with a capital of 1,000 euros, with headquarters located at the Tour d'Asnières Hall D - 4 Avenue Laurent Cely - 92600 Asnières sur Seine, registered with the RCS of Nanterre under the number 798 338 182, registered with the ORIAS under the number 14 000 507 (www.orientas.fr) acting in the name and on behalf of the Insurer in its capacity as insurance agent,
- and managed by **SPB**, an insurance brokerage company with a capital of 1,000,000 euros, with headquarters located at 71 quai Colbert 76600 Le Havre. Registered with the Le Havre Trade and Companies Register under no. 305 109 779, registered with the ORIAS under no. 07 002 642 (www.orientas.fr), (hereinafter also referred to as the "**Managing Broker**").

The Contract is presented by the **Opéra National de Paris** under the exemption laid out in Article L513-1 of the French Insurance Code, under the responsibility of **SPB**.

WAKAM, **IN CONFIDENCE INSURANCE** and **SPB** are subject to supervision by the ACPR (4 Place de Budapest, 75436 Paris Cedex09).

The **Opéra National de Paris** and the Insurer have appointed **SPB** to act as the contact point for the Paris Opera's customers who subscribe to the "Show Cancellation Insurance", regarding both their subscription and the implementation of the coverage.

SPB can be contacted in the following ways:

- on the website <https://event.spb.eu>
- by post:
SPB - Opéra National de Paris
CS 90000
76095 Le Havre Cedex
- by telephone: +33 969 375 063
Reachable Monday to Saturday from 9.30 a.m. to 6 p.m. (except on national holidays and/or non-working days and unless prohibited by law or regulation). No surcharge.

Article 1 - Definitions

- Accident:** An event that may trigger coverage under the terms of the Contract.
- Accommodation costs:** Accommodation costs incurred in order to travel to the event. This claim is subject to the provision of receipted invoices by the Subscriber.
- Assault:** Any threat or physical violence exercised by a Third Party in order to rob the Subscriber of the Insured Ticket(s).
- Breaking and entering:** Any breaking, damaging or destruction of any locking device or fence. Breaking and entering includes the use of false keys, improperly obtained keys or any instrument which can be fraudulently used to operate a locking device without forcing or damaging it.
- Compensation:** Amount paid by SPB to the Subscriber, on behalf of the Insurer, within the provisions of the Contract.
- Epidemic:** A rapid increase in the incidence of a disease in a given area over a given period of time. Epidemics spread because of the high contagiousness of the transmittable disease involved.
- Excess:** amount to be paid by the Subscriber.
- Group:** Any group (work councils, organizations, friend groups, tourism professionals and groups working in education) that has subscribed to the Contract under the conditions laid out in Article 2 "Terms and Conditions of Subscription to the Contract" at the time of purchase of at least one Insured Ticket.
- Guaranteed performance:** The performance or cultural, leisure or sporting event for which the Insured Ticket(s) were purchased by the Subscriber on the www.operadeparis.fr website or from the OPERA NATIONAL DE PARIS at the Palais Garnier or the Opéra Bastille box office in Paris, and taking place at the Palais Garnier or the Opéra Bastille in Paris at a specific date.
- Insured:** The Subscriber or any natural person who holds an Insured Ticket or Tickets with the consent and under the responsibility of the Subscriber.
- Insured Ticket:** Any voucher and/or e-ticket and/or ticket for a show or cultural, leisure or sporting event, taking place in the European Union or Switzerland, purchased by the Subscriber for a show (the "Subscriber Show").

- **Isolation:** The act of separating persons affected by an infectious disease from others in order to prevent spreading to the general public. Isolation is subject to the submission of proof (Subscriber's positive test result) and results from administrative or governmental measures taken in the context of a health threat.
- **Major material damage:** Any sudden, unforeseeable event caused by an external party, whether or not caused by the Subscriber or a Third Party, and impacting the Subscriber's Home. Such an event must be covered by an insurance policy (e.g. MRH, Automobile, etc.)
- **Medical Authority:** Any person who holds a valid medical or surgical degree in the country where the Serious Bodily Injury or Serious Illness occurs.
- **Price of the Insured Ticket:** Sum of money against which the Ticket to the guaranteed Performance was exchanged. It is the value paid by the customer, including discounts.
- **Serious bodily injury:** Significant alteration of the Subscriber's health resulting from the sudden, unforeseen, irresistible action of a cause external to the Subscriber, unintentional on the part of the Subscriber, established by a Medical Authority, and causing the suspension of all professional or non-professional activity.
- **Serious illness:** A significant deterioration of the Subscriber's health, established by a medical authority, and involving the cessation of all professional or non-professional activity.
- **Subscriber:** The natural person of legal age or a legal entity falling within the definition of the Group, who is a Subscriber of the Contract, and whose name appears on the Subscription Certificate.
- **Theft:** Fraudulent removal of the Insured Ticket(s) by a Third Party.
- **Third party:** Any person other than the Subscriber.
- **Transport costs:** Public transport costs incurred in order to travel to the event. This claim is subject to the provision of receipted invoices by the Subscriber.

Article 2 - Terms and conditions of Subscription to the Insurance Contract

2.1 Subscription terms

• Who can subscribe?

The Contract is available to any individual of legal age and to Groups who purchase at least one Insured Tickets on the <https://www.operadeparis.fr> website or at the Palais Garnier or the Opéra Bastille box office in Paris.

• How to subscribe?

Subscription is taken out at the time of purchase of the Insured Ticket(s) by the Subscriber, after the Subscriber reads the Information Sheet and accepts its terms.

• Confirmation of subscription

The Subscriber will receive an email from SPB, within 24 hours of the Subscription date, with the Information Sheet and the Subscription Certificate, which the Subscriber commits to keeping along with the invoice certifying the payment of the Insured Ticket(s).

The digital data kept by the Insurer or any agent of their choice are considered as signed by the Subscriber, can be enforceable against them and may be used as proof of identity and consent to the insurance option and to the terms of this Information Sheet.

• Subscription Waiver

If the guaranteed Performance takes place within 30 days after subscription to the contract, the Subscriber is not able to cancel their subscription (article L221-28 of the French Consumer Code and article L112-2-1 of the French Insurance Code).

If the guaranteed Performance takes place more than 30 days after subscription to the contract, the Subscriber may cancel their subscription to the insurance within 30 (thirty) calendar days after receiving the Certificate of Subscription by simply cancelling their Paris Opera subscription.

In this case, the Subscriber can exercise their right to waive this Contract via a registered letter or any durable medium addressed to:

Opéra National de Paris
Service des Relations avec le Public
120, rue de Lyon 75012 PARIS

Sample waiver letter:

*"I, the undersigned, [Name, First Name and Address], hereby cancel my subscription to the "Show Cancellation Insurance", Contract n°ICIOPAS16.
Done on Date at Place, Signature".*

The Paris Opera, in the name and on behalf of the Insurer, will reimburse to the Subscriber the insurance, the amount of the premium paid within thirty days after the right of cancellation is exercised. During the cancellation period, if a Claim is made under the conditions laid out in Article 6 of this Information Sheet, the Subscriber will no longer be able to exercise their right of cancellation, as this statement establishes the Subscriber's agreement to execute the Contract.

The Subscriber must check that they are not already the recipient of a guarantee covering the same risks as the contract.

2.2 How Subscription works

• Effective date of Subscription

The Subscription, **with the express agreement of the Subscriber**, takes effect on the date of its conclusion, as defined in Article 2 "Terms and conditions of Subscription", i.e., before the end of the waiver period, **and subject to the effective payment of the insurance premium.**

When the guaranteed Performance is postponed by the organiser to a later date than that initially specified on the ticket/voucher, the Subscription remains effective until the actual date of the guaranteed Performance and ends under the same conditions as defined below.

• Termination of Subscription

Subscription ends:

- At the end of the effective period of the coverage as defined in Article 2.3 "Date of effect and duration of the coverage".
- In case of early termination of the Subscription:
 - o In case of rejection of the insurance premium payment (in this case, the Subscription is considered as never having been in effect), the Subscriber is liable for any compensation already paid by the Insurer.
 - o In the event of the loss or destruction of the Insured Ticket(s), which does not give rise to a claim.
 - o In the event of termination of the group contract between the Insurer and the Paris Opera, the Subscriber will be informed no later than 3 (three) months before the effective termination date. However, in the latter case, the individual Subscription, if it is in effect the day the termination of the group contract takes effect, except in the case of early termination as laid out in the previous points, will stop on its expiry date, in accordance with the end defined initially.
 - o If the Subscriber exercises their waiver right.
 - o **In all other cases laid out in the French Insurance Code.**

• Changes to the Subscription

Any change in the Subscriber's contact details (name or postal address) must be reported by the Subscriber to SPB.

2.3 Effective date and duration of the coverage

• Effective date of the coverage

The coverage, with the express agreement of the Subscriber, takes effect from the date of subscription, i.e., before the end of the waiver period.

• Duration of the coverage

The coverage runs from its effective date until the day after the guaranteed Performance.

Article 3 - Purpose and limit of the coverage

The purpose of the coverage is to pay back the Subscriber the amount of the Insured Ticket(s) - as well as the cost of booking the guaranteed Performance - when they could not be used due to an inability to attend the guaranteed Performance and arising from an event defined in Article 4 "Covered Events".

To be covered, the event that prevents the Subscriber from attending the guaranteed Performance must occur after the subscription and the Subscriber must not be aware of its occurrence at the time of subscription.

In addition, the Insurer will only pay for claims declared during the coverage period laid out in Article 2.3. The Insurer will not pay for claims made after the end of the coverage period.

The coverage limit is set:

- For individuals: 9 (nine) Subscriber Tickets per guaranteed Performance,
- For Groups: no limit to the number of Subscriber Tickets per guaranteed Performance.

and subject to the coverage exclusions laid out in Article 5 and the Excess application laid out in Article 8.

Transport or accommodation costs may be reimbursed upon request and up to a maximum of:

- €120 incl. taxes per claim for transport costs;
- €120 incl. taxes per claim for accommodation costs.

A single claim may be made up of the cancellation of one or more Insured Tickets.

Article 4 - Covered events

Any random, sudden, irresistible, unforeseen event occurring before the date of the guaranteed Performance, PROVIDED THAT IT RESULTS FROM A NON-INTENTIONAL CIRCUMSTANCE ON THE PART OF THE SUBSCRIBER OR A MEMBER OF THEIR FAMILY, UNKNOWN OF ON THE DAY OF SUBSCRIPTION TO THE CONTRACT AND PROVIDED THAT IT RESULTS FROM A CAUSE INDEPENDENT FROM THE SUBSCRIBER, AND PROVIDED THAT IT IS NOT PART OF THE EXCLUSIONS LAID OUT IN THE FOLLOWING ARTICLE.

Article 5 - Exclusions from coverage

Coverage is not provided if the Insured Ticket(s) could not be used due to the occurrence or existence of any of the following events or circumstances:

- Accidents or illnesses that were first diagnosed, treated, or that lead to relapse or hospitalisation prior to the date of subscription to the Contract.
- Accidents resulting from the disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm, any effect of a source of radioactivity.
- Consequences of civil or foreign war or insurrection or confiscation by the Authorities.
- Accidents resulting from the intentional or wilful misconduct of the Subscriber.
- Administrative and governmental decisions aimed at prohibiting part or all of a population from leaving their home (lockdown), except for travel strictly necessary for family or health reasons;
- Administrative and governmental decisions to order the temporary closure of one or more categories of establishments open to the public and places of assembly, with the exception of establishments providing essential goods or services.
- Cancellation of the guaranteed Performance itself.
- Cosmetic treatments, cures.
- Criminal proceedings against the Subscriber.
- Depressive state, psychic, nervous or mental illness.
- Epidemics (as defined in article 1), pandemics and other infectious diseases as defined by the Ministry of Health or the WHO (except in the case of Isolation of the Subscriber, laid out in a document issued by a health professional),
- Events of which the Subscriber is aware at the time of joining the Contract as being likely to trigger coverage.
- Failure to present, for any reason whatsoever, any of the documents required to collect the Insured Ticket(s), except in the case of Theft of Identity Documents.
- Indirect damage, financial or otherwise, suffered by the Subscriber during or following an Accident.
- Loss or destruction of the Insured Ticket(s).
- Loss of the Subscriber's Identity Documents.
- Periodic medical check-ups or observation.
- Pollution, natural disasters,
- Riots, demonstrations, popular movements.
- Strikes (other than public transportation strikes)
- Suicide, attempted suicide.
- Theft of Insured Tickets committed without a Break-in or without an Assault.

Article 6 - Declaration of the Accident

As soon as the Subscriber becomes aware of an event as defined in Article 4, preventing the use of the Insured Ticket(s) within 5 (five) business days at the latest (except in the case of fortuitous events or force majeure), the Subscriber must declare it to SPB through one of the means listed in the insert in the preamble of this Sheet.

If the Subscriber does not declare the Accident within the time limit and if the Insurer proves that the delay has caused them prejudice, the Subscriber cannot benefit from the Coverage (Article L113-2 of the French Insurance Code).

In the event of Theft, this period is reduced to 2 (two) business days following the day when the event comes to the knowledge of the Subscriber.

In the event of Theft, the Subscriber must file a complaint with the competent police authorities as soon as possible after becoming aware of the Theft, in which the exact circumstances of the Theft must be laid out.

Article 7 - Supporting documents

Following a claim, the Subscriber must provide SPB with the following supporting documents:

- **In all cases:**
 - The original Insured Ticket(s) (unless the Insured Ticket(s) could not be collected and unless the Insured Ticket(s) was/were stolen) -
 - The Subscriber's bank details (to enable the transfer of the Compensation to the Subscriber).
- **If the Insured Tickets could not be collected or if the Insured Tickets were stolen:** Proof of payment (invoice, bank statement...)
- **In the event of a serious physical accident or serious illness:** Doctor's note specifying the date and nature of the accident or illness (to be sent in a confidential envelope to the attention of the SPB Medical Officer).
- **In case of death:** Copy of the death certificate.
- **In case of pregnancy complication:** Doctor's note attesting that the Subscriber must stay Home on the day of the guaranteed performance (to be sent in a confidential envelope to the attention of the SPB Medical Adviser).
- **In the event of the Subscriber being placed in isolation:** proof (Subscriber's positive test result) issued by a health professional and attesting to the need to isolate a person within the framework of administrative or government measures.
- **In case of birth:** Copy of the birth certificate.
- **In the event of major property damage:** Copy of the claim made to the insurer of the affected property.
- **If summoned as a juror or witness:** Copy of the official summons.
- **In case of an invitation to a school, university, professional or administrative examination:** Copy of the official invitation.
- **If the Subscriber is summoned by a legal and/or administrative authority:** Copy of the official summons.
- **In case of professional constraint:**
 - For employees: Copy of the mission order established by the employer of the Subscriber concerned with a copy of the identity documents of the hierarchical superior who set the business trip or the obligation to be at their work station.
 - For self-employed people: Copy of the confirmation of the appointment established by the Subscriber's professional contact in the event of business travel, or proof established by the professional contact of the obligation for the Subscriber to be at their workstation.
 - For employees or self-employed persons, in the event of a business meeting: Copy of the identity documents of the other party taking part to the meeting.
- **In the event of theft of identity documents or theft of the Insured Ticket(s):** Copy of the complaint.
- **In the event of immobilisation of the Subscriber's vehicle:** Copy of the invoice for the breakdown/towing of the vehicle.
- **In the event of any other random, sudden, irresistible, unforeseen event preceding the date of the guaranteed Performance:** any document that can justify such an event.

The supporting documents of the Claim must be sent to SPB:

- via the website <https://event.spb.eu>
- or via post: SPB - Opéra National de Paris - CS 90000-76095 Le Havre Cedex

Article 8 - Application of an Excess

An **Excess amounting to 20% of the Price of the Insured Ticket** is deducted from the amount of the compensation and therefore remains payable by the Subscriber, if proof of the Accident laid out in Article 7 is not provided.

In the absence of proof, compensation minus the amount of the Excess will be paid, **except for the following event, for which proof is systematically required in order to elicit coverage:**

- Isolation of the Subscriber, resulting from administrative or governmental measures taken in the context of a health threat.

Article 9 - Settlement of Claims

SPB commits, in the name and on behalf of the Insurer, to compensate the Subscriber, under the conditions defined in this Information Memorandum, within 10 (ten) business after SPB becomes in possession of:

- the necessary proof to verify the Claim, in order for the full compensation to be paid;
- otherwise, the Claim information, in order for partial settlement (Excess) to be paid.

unless an expert opinion is requested by the Insurer, resulting in the said period being exceeded.

Article 10 – Subscription fees

The Subscriber, **with their express agreement, pays** the full insurance premium online at <https://www.operadeparis.fr> or at an OPERA NATIONAL DE PARIS counter starting on the date of enrolment.

The amount of the insurance premium including VAT is indicated on the Subscription Certificate.

Article 11 - Data processing, Files and Liberties

The Subscriber is expressly informed of the existence of, and agrees to, the automated processing of their personal data collected by the Insurer and SPB (and their agents) in the context of their enrolment in the Contract, as well as in the course of its management.

They are expressly reminded that, in accordance with the legal and regulatory provisions in force relating to the processing of personal data, the provision of this information is compulsory and necessary to the management of the Contract, and that consequently this information may be kept until the end of the limitation period for legal actions that may arise from the Contract.

This information is exclusively released to the Insurer and SPB (and their agents) for the purposes of managing the Contract, for their contractual partners involved in carrying out this management and, when applicable, for the administrative and legal authorities concerned.

Any false or irregular declaration may be subject to specific processing to prevent or identify fraud.

Telephone conversations between the Subscriber and SPB may be recorded for the purpose of monitoring the quality of services provided or for the purpose of claim management.

The data collected for the management of Subscription and claims may be transmitted, under the conditions and procedures provided for by the legal and regulatory provisions in force relating to the processing of personal data, in particular the European General Data Protection Regulation (GDPR), and where applicable the authorisations obtained from the National Commission on Informatics and Liberty (CNIL), to SPB's subsidiaries and subcontractors located outside the European Union.

The provision of this information and its processing are essential to the subscription to the Contract, its management and the delivery of the Coverage. It must therefore be provided in order to join the Contract and throughout its execution.

The Subscriber is expressly informed that the communicated information may be processed for the following purposes:

- The subscription to, management and execution of the insurance contract and its Guarantees, as well as the management of related claims;
- The implementation of risk prevention actions, and the production of statistical and actuarial studies;
- The fight against insurance fraud and the fight against money laundering and terrorist financing;
- Compliance and enforcement of legal and regulatory obligations;
- The exercise of the rights of the Contract parties and in particular the exercise of the Insurer's right of recourse;
- The production of research and development activities.

The legal basis for such processing is the performance of a contract, compliance to regulations or the pursuit of legitimate interest, particularly in the fight against fraud.

In addition, Subscription to and management of the Contract may lead the Insurer or SPB and their partners to resort to automated decision-making. The Subscriber may then ask the Data Protection Officer for information on the criteria used to make this decision.

RECIPIENTS AND RETENTION OF YOUR DATA

The collected personal data is intended for WAKAM, In Confidence Insurance and SPB. It may be communicated to their partners involved in achieving the aforementioned purposes, including insurance intermediaries, experts and subcontractors involved in the provision of services under the contract.

The collected data is kept for a period of time determined by the processing purpose, and in particular, for data related to Subscription and management, with regard to the legal periods of prescription or exercise of rights, or compliance with legal and regulatory obligations.

PARTNERS' COMMITMENT TO DATA PROTECTION

WAKAM, In Confidence Insurance, SPB and their partners are committed to respecting the rules of personal data protection from the outset and to implementing all appropriate technical and organisational measures to ensure the security, confidentiality, integrity and availability of the data, as well as the traceability of the performed actions. Mention of names may be removed from the data if it is not used in the context of the insurance relationship.

In the event of transmission outside the European Union, the transfer is carried out in accordance with the terms and conditions of the regulations. The protection measures surrounding this transfer can be provided by the Data Protection Officer.

YOUR RIGHTS REGARDING PERSONAL DATA

The Subscriber has a right of access, rectification, portability, deletion, opposition, a right to be forgotten and a right to limit the processing of their personal data.

They may also transmit (and change at any time) directives regarding the conservation, deletion and communication of their data after their death and, if necessary, name a person to implement them. In the absence of directives and/or designation, the legal and regulatory provisions in force will apply.

To exercise all or part of these rights, the Subscriber may, provided they produce a valid identity document, contact either the Insurer's Data Protection Officer by writing to

WAKAM - DPO - 120-122, rue Réaumur - 75002 Paris

dpo@wakam.fr

And / or the Data Protection Officer of SPB at:

SPB- Délégué à la protection des données - CS90000 - 76600 le Havre

spb-dpo@spb.eu

For any complaint or additional information, the Subscriber may contact the National Commission on Informatics and Liberty (www.cnil.fr).

Article 12 - Complaints - Mediation

In the event of difficulty or dissatisfaction relating to the management of Subscription, contributions or claims, any individual may submit a claim to **SPB's Complaint Department**, which can be contacted in the following ways:

- online complaint form at www.spb-assurance.fr

- e-mail address: reclamations-operaannulationspectacles@spb.eu

- postal address: SPB Département Réclamations - CS 90000 - 76095 Le Havre Cedex

SPB's Complaints Department commits to acknowledging receipt of the complaint formulated in writing within 10 business after it was sent (even if response to the complaint is also provided within this period) and to respond to the complaint within a maximum of 2 months after it was sent (unless special circumstances occur, in which case the claimant will be informed).

The aforementioned procedure does not apply if a court has been seized regarding the dispute.

It is also possible to refer to the Médiation de l'Assurance (Insurance Mediation) if dissatisfaction subsists (or if no response has been given within 2 months of a complaint):

- via mail : La Médiation de l'assurance - TSA 50110 - 75441 PARIS cedex 09,
- or on the website: www.mediation-assurance.org using the form provided,
- or via email to: le.mediateur@mediation-assurance.org

The Mediator, a person distinct of the SPB manager and the Insurer, independently provides an opinion. If the disagreement were to persist, recourse to legal action remains possible. Any disputes arising in the absence of an amicable agreement shall fall within the jurisdiction of the French civil courts. The claimant has a period of one year from the date of their first written complaint to refer the matter to Insurance Mediation.

The Subscriber may also use the European Commission's Online Dispute Resolution (ODR) platform through the following link: <http://ec.europa.eu/consumers/odr/>

Article 13 - Miscellaneous provisions

- **Territoriality:** The Coverage is effective throughout the world, regardless of the place of the Accident.
However, the compensation due to the Subscriber for their Claim will be paid in euros only.

- **Applicable law and language - Jurisdiction:** The language used throughout the duration of the Subscription is French. The pre-contractual relationship and this Memorandum are governed by French law. Any dispute arising from the execution or interpretation of this Memorandum shall be subject to the jurisdiction of the French courts.
- **Anti-money laundering and anti-terrorist financing:** In the context of the application of the provisions of this , the Insurer and SPB commits to complying with the legislation applicable to the fight against money laundering and the financing of terrorism and in particular the provisions of Articles L.561-1 et seq. of the French Monetary and Financial Code, as well as its present and future application texts.
- **Prescription:** Any action deriving from the Contract is prescribed by 2 (two) years from the event engendering it. The prescription period may be interrupted in particular by the appointment of an expert following a Claim, or by the sending - by the Insurer or the Subscriber to the other party - of a registered letter with acknowledgement of receipt (Articles L.114-1, L.114-2 and L.114- 3 of the French Insurance Code).
Article L 114-1 of the French Insurance Code: All actions deriving from an insurance contract are prescribed by two years from the event giving rise to them. However, this period does not run:
1° In the event of concealment, omission, false or inaccurate statement of the risk incurred, from the day the insurer became aware of it;
2° In the event of a claim, only from the day when the persons concerned became aware of it, if they prove that they were unaware of it until then. When the action of the Subscriber against the insurer is based on the recourse of a third party, the period of prescription shall run only from the day on which this third party has taken legal action against the Subscriber or has been compensated by the latter. [...]
Article L 114-2 of the French Insurance Code: The limitation period is ended by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The interruption of the prescription of the action may, in addition, result from the sending of a registered letter with acknowledgement of receipt addressed by the insurer to the Subscriber with regard to the action for payment of the premium and by the Subscriber to the insurer with regard to the settlement of the compensation.
The ordinary causes of interruption of the prescription, referred to in Articles 2240 to 2246 of the Civil Code, are the summons to court, even in summary proceedings, the order or seizure, as well as the recognition by one party of the right of the other party.
Article L 114-3 of the French Insurance Code: Notwithstanding article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.
- **Plurality of insurances:** In accordance with the provisions of Article L121-4 of the French Insurance Code, when several insurances are contracted without fraud, each of them produces its effects within the limits of the guarantees of each contract, and in compliance with the provisions of Article L121-1 of the French Insurance Code.
- **Misrepresentation:** Any misrepresentation made by the Subscriber at the time of a Claim exposes them, if their bad faith is proven, to the nullity of the contract and therefore to the loss of their right to coverage, the insurance premium being nevertheless retained by the Insurer.
- **Subrogation:** The Insurer may take action against the person responsible for the Accident to obtain reimbursement of the amount of compensation paid to the Subscriber (Article L121-12 of the French Insurance Code).
- **Property of the Insurer:** In the event of an Accident assumed by the Insurer, the Insured Ticket will automatically become the property of the Insurer in the event of compensation - possibly reduced by the Deductible - (Article L121-14 of the French Insurance Code).