

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release ("**Agreement**") is entered into as of January 12, 2024 by and between Mathieu Trudelle, individually and as proposed representative of the Class defined below (the "**Plaintiff**"), and Ticketmaster Canada LP ("**Ticketmaster Canada**"), Ticketmaster Canada Holdings ULC, Ticketmaster Canada ULC, Ticketmaster LLC (together with Ticketmaster Canada, "**Ticketmaster**"), CUMIS General Insurance Company, AZGA Insurance Agency Canada Ltd. and AZGA Service Canada inc. (together, "**AZGA**") (Ticketmaster, CUMIS General Insurance Company and AZGA referred to collectively as the "**Defendants**");

I. PREAMBLE

WHEREAS on January 18, 2023 the Plaintiff filed an *Application to authorize the bringing of a class action and to appoint the status of representative plaintiff* in Quebec Superior Court file no. 500-06-001215-231 (the "**Class Action**") against the Defendants in relation to the offer to purchase Event Ticket Protector Insurance on Ticketmaster's Platforms in Canada;

WHEREAS the Plaintiff alleges that the Defendants acted in violation of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the "**CPA**") and the *Competition Act*, RSC, 1985, c. C-34, in their offering of the Insurance during the Class Period (as defined below);

WHEREAS the Plaintiff believes that the claims and the Class Action are valid and well founded, and the Defendants deny any wrongdoing or liability in relation to the claims and the Class Action and intend to raise numerous affirmative defences;

WHEREAS based on an analysis of the claims, taking into account the risks, burdens and expense of litigation, including the risk and uncertainty associated with a protracted trial and possible appeals, as well as the fair, cost-effective and assured method of resolving the claims provided for in this Agreement, the Plaintiff and Class Counsel (as defined below) have concluded that this Agreement and the settlement it

contains (the “**Settlement**”) provides benefits to the Settlement Class Members (as defined below) and is fair, reasonable and in the best interests of the Settlement Class Members;

WHEREAS the Defendants have similarly concluded that this Agreement is desirable in order to avoid the time, risks and expense of defending the Class Action and to resolve fully and finally the pending and potential claims raised by the Settlement Class Members, and they have concluded that this Agreement in its entirety is fair and reasonable;

WHEREAS this Agreement was entered into after extensive arm’s length discussions and negotiations between the Parties, as represented by Class Counsel and Defence Counsel;

WHEREAS the Parties desire to compromise and settle all issues pertaining to the claims of the Settlement Class Members, and to ensure that there are no further proceedings, actions or disputes between them with regard to the claims, and intend that this Agreement be so construed;

WHEREAS this Agreement provides for the payment by Defendants of a fixed all-inclusive amount of three million three hundred thousand Canadian dollars (CAD\$3,300,000) to the Settlement Fund (as defined below) to pay for the entirety of the Settlement, including:

- a) All Claims (as defined below) made by the Settlement Class Members;
- b) Class Counsel Fees (as defined below);
- c) all Settlement Expenses (as defined below); and

d) the balance of the Settlement Fund, if any, to be paid to the Fonds (as defined below) and to the Charities (as defined below) chosen by the Parties.

WHEREAS the Parties agree that the Class will be adequately informed of the Settlement by notices sent to the Class Members (as defined below), in the form and manner set out in the present Agreement;

WHEREAS the Parties desire and intend to seek the Court's authorization of the Class Action for settlement purposes only and approval of the Settlement in the Class Action on behalf of the Settlement Class of residents of Quebec only;

WHEREAS the Plaintiff and Class Counsel undertake to reimburse any advances received by the *Fonds d'aide aux actions collectives* in connection with the Class Action pursuant to section 30 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1;

NOW THEREFORE it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement, the claims of the Settlement Class in the Class Action will be settled and compromised under the terms and conditions contained herein.

II. DEFINITIONS

1. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

- (a) **“Approval Application”** means the application brought by Plaintiff in the Class Action for approval of the Settlement, and ancillary relief, pursuant to paragraphs **19** to **22** of this Agreement;
- (b) **“Approval Order”** means the Court order approving this Agreement and the Settlement herein, and providing other ancillary relief;
- (c) **“Charities”** means the charitable organizations designated by the Parties and approved by the Court, each of Plaintiff and Defendants to designate one or more charitable organizations to receive half of the remainder of any Balance after payment of the Fonds Levy. Plaintiff has designated Le Phare, Enfants et Familles. Defendants have designated Special Olympics Quebec.
- (d) **“Claim”** means any and all requests for a reimbursement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator pursuant to this Agreement;
- (e) **“Claim Form”** means the form to be used by the Settlement Class Members for submitting Claims online. The proposed Claim Form attached hereto as **Schedule E** is subject to Court approval;
- (f) **“Claims Deadline”** means a date no more than forty-five (45) calendar days after the Claims Forms are first sent to Settlement Class Members by the Administrator and is the date by which all Claim Forms must be received by the Settlement Administrator to be considered timely;
- (g) **“Class Counsel”** means LPC Avocats;
- (h) **“Class Counsel Fees”** means the amount approved by the Court of no more than nine hundred ninety thousand Canadian dollars (CA\$990,000)

plus GST and QST thereon (calculated at the date of invoicing), payable by the Defendants from the Settlement Amount in respect of all fees, disbursements, and taxes on disbursements or fees requested by Class Counsel, on their own behalf and on behalf of any and all other counsel, experts and/or consultants acting for or engaged by the Plaintiff in relation to the Class Action, as approved by the Court;

- (i) **“Class Counsel Fees Application”** means the application to the Court by Class Counsel for approval of the amount of Class Counsel Fees;
- (j) **“Class Period”** means the time from August 2, 2019 to March 31, 2023, inclusive;
- (k) **“Court”** means the Superior Court of Quebec, sitting in the District of Montreal;
- (l) **“Defence Counsel”** means Torys Law Firm LLP;
- (m) **“Detailed List”** means a list prepared by the Defendants of Settlement Class Members that includes the following information:
 - (i) Name of each Settlement Class Member, as well as their email address and telephone number, if available;
 - (ii) The total amount paid by each Settlement Class Member for Insurance during the Class Period (and not refunded);
- (n) **“Effective Date of the Settlement”** means the next business day after the day on which all appellate rights with respect to the Approval Order in the Class Action have expired (including a 30-day appeal period) or have been

exhausted in such manner as to permit the consummation of the Settlement in accordance with the terms and conditions of the Agreement;

- (o) **“Event Ticket Protector Insurance”** or **“Insurance”** means the insurance product underwritten by CUMIS General Insurance Company and administered by Allianz Global Assistance, a registered business name of AZGA, offered to persons who enter a billing address in Quebec when purchasing tickets to events in Canada on Ticketmaster’s Platforms to protect their ticket purchase;
- (p) **“Fonds”** means the Fonds d’aide aux actions collectives constituted pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1;
- (q) **“Fonds Levy”** means the amounts payable to the Fonds pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, r. 2, and applicable Quebec law, if any;
- (r) **“Opt Out Form”** means the form attached as **Schedule A** to this Agreement, to be used by persons who fall within the definition of the Settlement Class but who do not wish to be included in the Class Action or be bound by the terms of this Agreement if approved by the Court;
- (s) **“Opt Out Period”** means a period of at least thirty (30) calendar days from the date the Pre-Approval Notice is first sent;

- (t) **“Platforms”** means Ticketmaster Canada’s website “www.ticketmaster.ca” as well as the mobile application made available by Ticketmaster for events in Canada;
- (u) **“Pre-Approval Application”** means the application that will be brought by Plaintiff in the Class Action to ask the Court to authorize the Class Action for settlement purposes only on the basis of the Settlement Class set out in this Agreement, to approve the form and means of dissemination of the Pre-Approval Notice, to obtain the Pre-Approval Order, and any other ancillary relief, pursuant to paragraphs **5** to **7** of this Agreement;
- (v) **“Pre-Approval Notice”** means the notice to the Settlement Class of the authorization of the Class Action for settlement purposes only, of the date and time for the Settlement approval hearing and of related relief, to be disseminated in the manner described in paragraph **10** of this Agreement and in the form attached as **Schedule B** to this Agreement, or by such other means or in such other form as may be approved by the Court;
- (w) **“Pre-Approval Order”** means the order made by the Court in the Class Action authorizing the Class Action for settlement purposes only on the basis of the Settlement Class set out in this Agreement, appointing the Settlement Administrator, approving the form and means of Pre-Approval Notice, pursuant to this Agreement, and providing other ancillary relief pursuant to paragraphs **5** and **7** of this Agreement;
- (x) **“Released Persons”** means the Defendants, and each of their past and present parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees,

attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns;

- (y) **“Releasing Persons”** means the Plaintiff, on behalf of himself and the Settlement Class Members, and each and every Settlement Class Member, as well as their respective spouses, heirs, executors, successors, representatives, agents, parents, mandataries, tutors, curators and assigns;
- (z) **“Settlement Administrator”** means Concilia Services Inc. or any other class and claims administration company chosen by the parties and appointed by the Court;
- (aa) **“Settlement Amount”** mean the all-inclusive fixed amount of three million three hundred thousand Canadian dollars (CAD \$3,300,000) for payment of all of the obligations of the Defendants hereunder, including the Claims, Class Counsel Fees and Settlement Expenses;
- (bb) **“Settlement Class”** or **“Settlement Class Members”** means all persons who, during the Class Period, purchased the Insurance on the Platforms using a billing address in the Province of Quebec whether or not they submit a Claim Form, except those persons who already received a refund for the Insurance or who submitted a valid Opt Out Form within the Opt Out Period;
- (cc) **“Settlement Expenses”** means all costs whatsoever incurred for the implementation and execution of the Settlement; without limiting the generality of the foregoing, this includes the cost of translation of this Agreement and all of the fees and disbursements of the Settlement Administrator, settlement administration costs, fees and costs for the

dissemination of any notices as provided in this Agreement or ordered by the Court, and all costs relating to the notification, administration or payment of Claims;

- (dd) **“Settlement Fund”** means the fund administered by the Settlement Administrator in which the Defendants will deposit the agreed upon all-inclusive Settlement Amount, less the amount of the Class Counsel Fees and of any Settlement Expenses already disbursed, from which all Claims and Settlement Expenses, will be paid;
- (ee) **“Settlement Webpage”** means a bilingual webpage specific to the Class Action and the present Settlement Agreement, to be created and maintained by Class Counsel on Class Counsel’s website, on which relevant documents and information will be made publicly available;
- (ff) **“Settling Parties”** means, collectively, the Released Persons and the Releasing Persons;

III. SCOPE AND EXTENT OF THE AGREEMENT

2. This Agreement is for settlement purposes only and is conditional upon the making of a final Approval Order by the Court and the occurrence of the Effective Date. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder will constitute, or be construed as, an admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiff, the Class Members, or by the Defendants in the Class Action, including that the Class Action would or should be authorized to proceed as a class action if it were contested, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Defendants.

IV. NO ADMISSION OF LIABILITY

3. Neither this Agreement, nor any fact performed or document executed pursuant to or in furtherance of this Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claims, or of any wrongdoing or liability whatsoever of any of the Defendants or Releasees; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing or liability of any of the Defendants or Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal, or that the Class Action would or should be authorized to proceed as a class action if it were contested.

4. The Defendants have denied vigorously, and continue to deny, each and every allegation of liability and wrongdoing, and assert that they have substantial factual and legal defences to all the claims alleged, that such claims are without merit, and that the Class Action should not be authorized to proceed as a class action in the absence of a settlement. Nevertheless, the Defendants have concluded that further conduct of this litigation would be protracted and expensive, and that it is desirable that it be fully and finally settled in the manner and upon the terms and conditions set out in this Agreement. Without admitting any wrongdoing or liability whatsoever, the Defendants accept the terms of this Agreement provided that all issues relating to the subject matter of the litigation are hereby completely resolved.

V. PRE-APPROVAL PROCESS

A. PRE-APPROVAL APPLICATION AND PRE-APPROVAL ORDER

5. Following the execution of this Agreement, the Plaintiff will bring the Pre-Approval Application, presentable if need be at a date to be set by the Court as soon as convenient for the Parties and the Court, requesting that the Court:

- (a) authorize the Class Action for settlement purposes only on the basis of the Settlement Class set out in this Agreement;
- (b) establish how Settlement Class Members wishing to be excluded from the Class Action may opt out of the Class Action;
- (c) approve the form and means by which the Pre-Approval Notice will be disseminated, in accordance with this Agreement;
- (d) appoint the Settlement Administrator;
- (e) order the Defendants to provide the Detailed List to the Settlement Administrator in a manner that preserves the personal confidential information of the Settlement Class Members;
- (f) approve the procedure and deadline for commenting on or raising an objection to this Settlement pursuant to paragraph **22** of this Agreement; and
- (g) determine the date of the Settlement approval hearing.

6. Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Pre-Approval Order as described in paragraph **5** of this Agreement.

7. Class Counsel and the Settlement Administrator will provide Defence Counsel with copies of any comments or objections received in response to the Pre-Approval Notice.

B. DELIVERY OF DOCUMENTS, RECORDS OR INFORMATION TO SETTLEMENT ADMINISTRATOR

8. Within thirty (30) calendar days following the Pre-Approval Order, the Defendants will provide on a confidential basis to the Settlement Administrator the complete Detailed List, or a list of all Settlement Class Members identified in their business records and the email addresses used for their most recent transaction.

9. If at any point in the settlement process the Settlement Administrator requires other documents, records or information from the Defendants, the Settlement Administrator may make a request to the Defendants, through Defence Counsel, seeking such information. The Defendants will then expeditiously provide the additional material to the Settlement Administrator or provide a written explanation to the Settlement Administrator as to why such material is not available, cannot be reasonably provided or will not assist the Settlement Administrator in the fulfillment of its duties pursuant to this Agreement. If documents, records or information requested by the Settlement Administrator pursuant to this paragraph are not provided to the Settlement Administrator within twenty-five (25) calendar days of the request, the Settlement Administrator and/or Class Counsel may seek directions from the Court in respect of that request on reasonable notice to Defence Counsel.

C. PRE-APPROVAL NOTICE

10. The Pre-Approval Notice will be disseminated within forty-five (45) calendar days from the date when the Pre-Approval Order is made, in substantially the same form as attached as **Schedule B** to this Agreement, in both English and French, or in some other form or manner as directed by the Court, as follows:

- (a) the Settlement Administrator will deliver a bilingual email (French and English) containing a link to the Pre-Approval Notice to every Settlement

Class Member, using the email address that each such person used for their most recent transaction (as well as to potential Settlement Class Members having previously contacted Class Counsel and as communicated to the Settlement Administrator);

- (b) Class Counsel will post the Settlement Agreement, the Pre-Approval Order, and the French and English versions of the Pre-Approval Notice on the Settlement Webpage;
- (c) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notice on its bilingual webpage dedicated to this class action and on the Class Action Registry of the Superior Court of Quebec.

11. The Pre-Approval Notice will provide the URL (by hyperlink where possible) for the Settlement Webpage where Settlement Class Members can obtain more information about the Class Action, the proposed Settlement, the contact information for Class Counsel, as well as obtain the Settlement Agreement, Pre-Approval Notice, Opt-Out Form and other relevant information or documents.

12. The Settlement Administrator will advance the costs of translating (by legal translators) this Settlement Agreement and the Pre-Approval Notice(s) from English into French, which costs will be paid from the Settlement Amount.

13. Within forty-five (45) calendar days from the date the Pre-Approval Order is made, the Settlement Administrator will provide written confirmation to the Parties that Pre-Approval Notice was disseminated in accordance with subparagraph **10(a)** of this Agreement.

D. OPTING OUT

14. Settlement Class Members who do not wish to participate in the Class Action or be bound by the terms of this Agreement may opt out of the Class Action.

15. In order to opt out of the Class Action, Settlement Class Members must submit a completed Opt Out Form to the Clerk of the Court or to Class Counsel by email within the Opt Out Period.

16. Opt Out Forms will be available on the Settlement Webpage throughout the Opt Out Period.

17. Within ten (10) days after the end of the Opt Out Period, Class Counsel and the Settlement Administrator will inform the Court and Defence Counsel of all Opt Out Forms received by them.

18. A Settlement Class Member who opts out of the Class Action shall not make a Claim and is not entitled to comment on or object to the Settlement Agreement.

VI. APPROVAL PROCESS

19. The Plaintiff will present the Approval Application as soon as the Court permits, but no sooner than fourteen (14) days after expiry of the Opt Out Period, requesting that the Court:

- (a) declare that this Agreement is fair, reasonable and in the best interests of the Settlement Class Members; and
- (b) approve this Agreement and orders the Parties, the Settlement Administrator and the Settlement Class Members to comply with it.

20. At the Settlement approval hearing, Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Approval Order as described in paragraph **19** of this Agreement.

21. The Approval Application will be served by Class Counsel on the Fonds in sufficient time before the Settlement approval hearing.

22. Settlement Class Members who have not opted out of the Class Action and wish to comment upon the Settlement or raise an objection during the Settlement approval hearing may do so by communicating to Class Counsel in writing, using the address indicated at paragraph **86** of this Agreement, at least fifteen (15) calendar days before the hearing, a document containing the following information:

- (a) the style of cause and docket number of the Class Action: *Trudelle v. Ticketmaster Canada LP et al.*, S.C.M. no. 500-06-001215-231;
- (b) their full name, current address, telephone number and email address;
- (c) the e-mail address associated with their Ticketmaster account which they used to purchase the Insurance;
- (d) the grounds for their objection or their comments;
- (e) the full name and current address, telephone number and email address of their attorney (if any);
- (f) confirmation as to whether they intend to be present at the Settlement approval hearing.

23. Class Counsel will promptly provide to the Court and Defence Counsel a copy of any such document received.

VII. PAYMENT TO THE SETTLEMENT FUND BY THE DEFENDANTS

24. No later than 30 calendar days after the Effective Date, the Defendants shall pay the Settlement Amount, less the amount of the Class Counsel Fees and of any Settlement Expenses already disbursed or incurred by Defendants, to the Settlement Administrator. Any interest generated in the Settlement Fund will be to the benefit of the Settlement Class Members.

VIII. COMPENSATION TO SETTLEMENT CLASS MEMBERS

25. Each Settlement Class Member is entitled to compensation in an amount not to exceed the full amount they paid as premium for the Insurance (less any refund), provided that they attest by way of their submission of the online Claim Form and without the requirement of a formal affidavit, that, at the time of the purchase, they did not understand that an amount was to be charged to them for the obtaining of the Insurance over and above the amount paid for the tickets purchased on the Platform.

26. The Settlement Administrator shall pay to the Charities, in two equal amounts, any amount that is left in the Settlement Fund after the payment of all valid Claims, Class Counsel Fees and Settlement Expenses (the “**Balance**”) and after payment of the Fonds Levy payable from the Balance in accordance with paragraph 46.

IX. BUSINESS PRACTICE CHANGE

27. As a condition *sine qua non* for the Parties’ acceptance of this Agreement, the Parties have agreed that the Defendants will implement further business practice changes to the Insurance offering on the Platforms.

28. On or about March 31, 2023, certain changes were applied to the presentation of the Insurance offering, notably to make the amount of the Insurance

premium more prominent. A copy of the offering at it appeared as of March 31, 2023, is annexed hereto as **Schedule C**.

29. In consideration of this Agreement, further changes to the Insurance offering substantially in the form of **Schedule D** will be applied.

30. Plaintiff and Class Counsel recognize and accept that the applied changes (Schedules C and D) resolve entirely their allegations and claims, both individual and as representative of the Settlement Class, regarding the legal and regulatory compliance of the Insurance offering. Plaintiff and Class Counsel also accept that additional changes may be applied to the Insurance offering in the future.

X. CLAIMS ADMINISTRATION AND PROCESSING

31. No later than thirty (30) calendar days after the Effective Date, the Settlement Administrator will send a notice to each Settlement Class Member in a form agreed by the Parties informing them of settlement approval and providing instructions on how to make a Claim and a link to the online Claim Form. Any Settlement Class Member who does not submit a valid Claim Form will still be bound by the terms of the Agreement.

32. In order to receive compensation pursuant to the Agreement, a Settlement Class Member must submit a Claim to the Settlement Administrator by the Claims Deadline. Each Claim must be completed with the information as set out in this Agreement or as described in the Claim Form. The Claims Deadline shall be clearly set forth in the Notice of the Approval of the Settlement, on the Settlement Webpage and the Claim Form.

33. Claim Forms must be signed electronically (by way of submission of the Claim Form online) by the Settlement Class Member who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting

a false Claim could constitute civil or criminal fraud and is in violation of the order contained in the Settlement Approval Order.

34. Claim Forms will be made available online for completion on the Settlement Webpage in conformity with the Claims Form in Schedule E.

35. The Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator will administer the Notice program and Claims process, in accordance with the terms of the Agreement and the Settlement Approval Order.

36. The Settlement Administrator will review and validate all Claims submitted by Settlement Class Members and determine the validity of the Claims using the Detailed List. The Settlement Administrator shall administer the terms of this Settlement by resolving Claims in a cost effective and timely manner. The Settlement Administrator shall keep confidential the Detailed List and the information contained therein.

37. The Settlement Administrator shall maintain records of all Claims submitted until the later of one hundred eighty (180) calendar days after the Claims Deadline or after all Claims have been finally resolved.

38. The Settlement Administrator shall have the right to contact Settlement Class Members to validate the Claims. Issues regarding the validity of Claims that cannot be resolved by the Settlement Administrator shall be submitted to the Parties' counsel for resolution and, if no agreement is reached, to the Court.

39. No more than thirty (30) calendar days after the Claims Deadline, the Settlement Administrator will pay from the Settlement Fund to the Settlement Class Members that have filed a valid Claim, the amount to which they are entitled according to their Claim and as validated with the Detailed List. Each Settlement Class Member shall

be entitled to an amount not exceeding the total premiums they paid for Insurance, plus taxes, during the Class Period; however, if the Settlement Fund is insufficient to pay the totality of all Claims made, then each Settlement Class Member shall obtain a pro rata amount of the remaining Settlement Fund (after payment of Settlement Expenses and Class Counsel Fees) according to the amount of their Claim.

40. Class Counsel shall cause the Settlement Webpage to be created in both English and French containing relevant information and relevant documents concerning the Class Action and the Settlement Agreement, including but not limited to the Pre-Approval Notices in both English and French; copies of the orders of the Court; and a copy of this Agreement. The Settlement Webpage shall be maintained for a period of at least thirty (30) days following the date of the closing judgment.

41. The Settlement Administrator shall communicate to the Parties its final report regarding administration of the Settlement Agreement, including a summary of the Claims paid and refused and an accounting of the Settlement Fund, no more than six (6) months after the Effective Date, and either of the Parties shall file this report in support of their request for a closing judgment.

42. During the period in which the Settlement Webpage must remain “live” pursuant to this Agreement, Class Counsel and the Defendants will agree upon its content. The Parties agree that the Settlement Webpage shall be in the same format and similar to the other settlement pages on Class Counsel’s website. In addition to any other information required in this Agreement, it must contain information explaining how persons who believe they are Settlement Class Members can communicate with Class Counsel or the Settlement Administrator in order to obtain or provide additional information or documents.

43. In the event that the Settlement is ultimately not approved by the Court and the Settlement Amount is not paid to the Settlement Administrator, the Defendants will pay the Settlement Expenses incurred up to the date of the Settlement approval hearing only.

XI. PAYMENT OF FONDS LEVY AND BALANCE TO CHARITIES

44. The Parties agree that this Agreement provides for collective recovery and that it is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1., the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1., r. 2 and the *Code of Civil Procedure*, C.Q.L.R., c. C-25.01.

45. The Parties further agree that pursuant to Quebec law, including case law, the compensation offered to the Settlement Class Members through the Claims process does not entitle the Fonds to withhold any percentage on the individual Claims paid.

46. The Settlement Administrator will pay the Fonds Levy pursuant to section 1 (1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (C.Q.L.R., c. F-3.2.0.1.1., r. 2) from the Balance, before paying the remainder of the Balance to the Charities. The Fonds shall not be entitled to any other payment whatsoever under the terms of this Settlement.

47. After the Settlement has been fully implemented and executed, including payment of the Fonds Levy and of the Balance to the Charities, there shall be no surplus amount remaining for remittance, reparation or compensation to any Settlement Class Members or any private or public third party, other than what is expressly provided for in this Agreement.

XII. CLASS COUNSEL FEES

48. By the Class Counsel Fees Application, which may be presented at the same time as the Approval Application at Class Counsel's discretion, Class Counsel shall seek approval of the Class Counsel Fees in the maximum agreed upon amount of CA\$990,000, plus GST and QST thereon (calculated at the time of the payment), and disbursements and expenses in the amount of \$14,037.10 (plus GST and QST thereon which Class Counsel undertakes to reimburse to the Fonds inclusive of all disbursements and expenses incurred and advances received from the Fonds. For the sake of clarity, in the event the Class Counsel Fees Application is disputed, appealed or otherwise not approved by the Court, Class Counsel agrees to not delay, defer or postpone approval of the Approval Application and the Effective Date shall occur notwithstanding.

49. No later than thirty (30) calendar days after the Effective Date or after final Court approval of the Class Counsel Fees, whichever is later, Class Counsel will issue an invoice and the Defendants will pay to Class Counsel the amount of the Class Counsel Fees approved by the Court. This payment shall be made from and form part of the Settlement Amount.

50. The Defendants will not make any representations concerning Class Counsel Fees, other than that they have agreed to pay them as part of the Settlement, which is fair and reasonable in the circumstances.

51. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiff or any other Settlement Class Member to receive any payments or value in respect of this case or this Settlement, other than what is set out in this Agreement.

52. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Defendants any other fees, costs or

disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in this case, including in this Settlement.

XIII. OTHER FEES

53. The Defendants are not obligated to pay any other amounts as part of the Settlement beyond the Settlement Amount.

XIV. TERMINATION OF THIS AGREEMENT

54. In the event that the Approval Application is not granted in full or if it is reversed or modified on appeal, either Party may terminate the Agreement by delivering a written notice pursuant to paragraph **86** of this Agreement, within thirty (30) calendar days following the date upon which the Court's decision in that regard becomes final.

55. In the event that the Court recognizes the right of the Fonds to a Fonds Levy on the value of the individual Claims, each of the Parties shall have, in their sole discretion, the right to terminate this Agreement by delivering a written notice pursuant to paragraph **86** of this Agreement, within thirty (30) calendar days following the date upon which the Court's decision in that regard becomes final.

56. In the event that either (i) the number of Settlement Class Members that validly submit an Opt-Out Form within the Opt Out Period exceeds 23,000, or (ii) the value of the premiums paid by the Settlement Class Members who submit a valid Opt Out Form within the Opt Out Period exceeds \$392,000, not including taxes, the Defendants may, at their sole discretion, terminate the Agreement by sending a written notice to the Plaintiff within forty (40) calendar days after the end of the Opt-Out Period.

57. If this Agreement is terminated for any reason:

- (a) it, and all orders made pursuant to it, shall have no further force or effect, and shall not be binding on the Settling Parties;
- (b) Defendants will be responsible to pay for administration and notice costs, including costs, fees, disbursements and taxes incurred by the Settlement Administrator pursuant to this Agreement up to the date of the termination; and
- (c) the Parties, Class Counsel and Defence Counsel shall:
 - (i) take all measures and make all representations necessary to ensure that each Party is returned to the same procedural position in the Class Action as if the Agreement had not been negotiated, made or filed with the Court, including but not limited to bringing such applications as may be required to annul or vacate any orders already made including without limitation the order authorizing the proceeding to continue as a class action; and
 - (ii) Within ten (10) business days of such termination, make reasonable efforts to destroy all documents or other materials provided by a Party or its counsel under this Agreement or containing or reflecting information derived from such documents or other materials received from a Party or its counsel and, to the extent that any documents or information provided by a Party or its counsel have been disclosed to any third party for the purposes of the Settlement, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel or Defence Counsel shall provide a written confirmation of such destruction upon request.

XV. RELEASE OF CLAIMS

58. Effective on the Effective Date of the Settlement, the Releasing Persons hereby fully and finally release, acquit, remise and forever discharge the Released Persons from any and all claims, demands, rights, actions, suits, debts, liabilities, dues, accounts, covenants, contracts, proceedings and causes of action of any kind whatsoever, whether direct or indirect, known or unknown, asserted or un-asserted, matured or un-matured, under or pursuant to any statute, regulation, common law or equity, that the Settlement Class Members ever had, now have or will have in the future against the Defendants in relation to the offer, sale or purchase of the Insurance or in relation to any issue, matter or dispute that was raised or could have been raised in the Class Action with respect to Insurance in the Province of Quebec. For greater certainty, the Insurance offerings described in Schedules C and D are included within the scope of this release.

XVI. FINAL PROVISIONS

59. The Parties and Class Counsel agree that they will not issue any press release, whether joint or individual, concerning this Agreement or anything related thereto. The Parties further agree that they will not otherwise seek to obtain media coverage in relation to the Settlement Agreement, other than the notices to members as provided herein and that Class Counsel and Defence Counsel will have the right to comment on the Settlement, without disparaging the other Party, if solicited by the press. Notwithstanding the above, Class Counsel will have the option to post links to the Settlement Webpage announcing the Settlement and/or the Court's approval of the Settlement on its firm's social media accounts.

60. Class Counsel agrees not to disclose any confidential information obtained in the course of the settlement negotiations to anyone for any purpose, other than

documents filed publicly, and agrees to ensure that no such disclosure shall be made by anyone employed by Class Counsel.

61. Nothing in this Agreement shall limit the ability of Class Counsel to provide notice of this Settlement or otherwise communicate with Settlement Class Members concerning their entitlements under the Agreement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court.

62. Each counsel or other person executing this Settlement Agreement or any of its Schedules on behalf of any Party hereby warrants that such person has the full authority to do so.

63. This Agreement and its Schedules will constitute the entire agreement of the Settling Parties and will not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the Agreement. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

64. Class Counsel, on behalf of the Settlement Class Members, are expressly authorized by the Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effect its terms, and are expressly authorized to enter into any modifications or amendments to the Agreement with Defence Counsel on behalf of the Settlement Class Members which Class Counsel deems appropriate.

65. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

66. The Parties acknowledge that it is their intent to consummate the Agreement, and they agree to co-operate to the extent reasonably necessary to effect

and implement all terms and conditions of the Agreement, including but not limited to providing the Settlement Administrator with all necessary information or information that will substantially facilitate the discharge of its responsibilities.

67. The Parties agree that the consideration provided to the Settlement Class Members and the other terms of the Agreement were negotiated at arm's length and in good faith and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

68. All agreements made and orders entered during the course of the litigation relating to the confidentiality of information shall survive this Agreement.

69. The Preamble, as well as all of the Schedules and definitions to this Agreement are material and integral parts hereof and are fully incorporated herein by reference.

70. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of the Agreement or the intent of any provision thereof.

71. Except as otherwise provided herein, the Parties shall bear their own respective costs.

72. Effective on the Effective Date of the Settlement, this Agreement will be binding upon and inure to the benefit of the Settling Parties and, to the extent applicable, their respective past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures,

independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns.

73. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Agreement.

74. Nothing contained in this Agreement shall be construed as giving any consumer or user of the Defendants' websites or mobile apps, other than the Settlement Class Members, any legal or equitable right, remedy or claim under or with respect to the Agreement.

75. None of the Releasing Persons shall make or maintain any claim, action or proceeding (including by way of counterclaim, third party claim or claim in warranty), in any jurisdiction, against any person, corporation, other entity, government or government agency in which any claim with respect to or in relation to the offer, sale or purchase of the Insurance in Quebec or in relation to any issue, matter or dispute that was raised or could have been raised in the Class Action with respect to Insurance in the Province of Quebec, could arise against any of the Released Persons (including, without limitation and where applicable, the past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees of any Released Person, and each of their respective predecessors, successors, heirs and assigns) for contribution or indemnity or any other relief over.

76. In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability will not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

77. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Agreement must be made by application to the Court on reasonable notice.

78. The computation of time with respect to all time periods and deadlines provided for under this Agreement shall be done in accordance with article 83 of the *Code of Civil Procedure*, CQLR, c. C-25.01.

79. The Parties each acknowledge that they have had an adequate opportunity to read and consider this Agreement, and to obtain legal advice in regard to this Agreement.

80. This Agreement may be executed in counterparts by the Parties hereto, and may be executed by electronic signature. Each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties agree that this may include counterparts exchanged via facsimile or email.

81. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Quebec.

82. The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter will not apply to the construction of this Agreement by a court of law or any other adjudicating body. The language in all parts of the Agreement and its Schedules shall be interpreted according to its fair meaning.

83. The Parties agree that the Plaintiff, Defendants, Class Counsel, and Defence Counsel are in no way liable for any taxes any Settlement Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

84. The Agreement constitutes a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*, CQLR, c. CCQ-1991.

85. The Parties acknowledge that they have requested that the Agreement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

86. Whenever, under the terms of this Agreement, a person is required to provide notice or otherwise communicate with the Settlement Administrator, Class Counsel, or Defence Counsel, such notice or communication will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

Mtre Joey Zukran / Mtre Léa Bruyère
LPC Avocats
276 Saint-Jacques Street, Suite 801
Montreal (Québec) H2Y 1N3
Telephone: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com / lbruyere@lpclex.com

As to the Settlement Administrator:

Services Concilia Inc.
5900 Andover Avenue, Suite 1
Montreal (Québec) H4T 1H5
Telephone: 1-888-770-6892
Fax: 514-287-1617
Email: info@conciliainc.com

As to Defence Counsel:

Mtre Christopher Richter / Mtre Rosalie Jetté
Torys Law Firm LLP
1, Place Ville-Marie, Suite 2880
Montreal (Québec) H3B 4R4
Telephone: 514-868-5600
Email: crichter@torys.com / rjette@torys.com

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In Montreal On: January 13, 2024



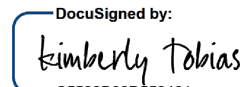
LPC Avocats, Class Counsel
Per: Joey Zukran

Trudelle, Mathieu
Signé numériquement par : Trudelle, Mathieu
Nom DN : CN = Trudelle, Mathieu C = CA O
GC OU = EC-EC
Date : 2024.01.12 17:05:30 -05'00'

Mathieu Trudelle, Plaintiff

In Los Angeles, CA On: January 17, 2024

TICKETMASTER CANADA LP
Per:

DocuSigned by:


C5533B66D552461...
Authorized Signatory

In Los Angeles, CA On: January 17, 2024

TICKETMASTER CANADA HOLDINGS
ULC
Per:

DocuSigned by:
kimberly tobias
C5533B66D552461...

Authorized Signatory

In Los Angeles, CA On: January 17, 2024

TICKETMASTER CANADA ULC
Per:

DocuSigned by:
kimberly tobias
C5533B66D552461...

Authorized Signatory

In Los Angeles, CA On: January 17, 2024

TICKETMASTER LLC
Per:

DocuSigned by:
kimberly tobias
C5533B66D552461...

Authorized Signatory

In QUELPH, ON On: JAN. 23, 2024

CUMIS GENERAL INSURANCE
COMPANY.
Per:

[Signature]
Authorized Signatory

In _____ On: _____ AZGA INSURANCE AGENCY CANADA LTD.
Per:

Signed by: Dan Teguh
EMail: Dan.Teguh@allianz-assistance.ca
Signing time: 18-01-2024 12:23:21
IP address: 136.226.60.92

Authorized Signatory

Signed by: Chris Van Kooten
EMail: Chris.VanKooten@allianz-assistance.ca
Signing time: 19-01-2024 09:35:28
IP address: 136.226.60.91

Authorized Signatory

In _____ On: _____ AZGA SERVICE CANADA INC.
Per:

Signed by: Dan Teguh
EMail: Dan.Teguh@allianz-assistance.ca
Signing time: 18-01-2024 12:23:25
IP address: 136.226.60.92

Authorized Signatory

Signed by: Chris Van Kooten
EMail: Chris.VanKooten@allianz-assistance.ca
Signing time: 19-01-2024 09:35:36
IP address: 136.226.60.91

Authorized Signatory

Joey Zukran
LPC Avocat Inc.

276 Saint-Jacques Street, Suite 801
Montréal (Québec) H2Y 1N3
E-mail : jzukran@lpclex.com

FORMULAIRE D'EXCLUSION

***Trudelle v. Ticketmaster Canada LP, et al.*, SCM no. 500-06-001215-231**

Je ne veux **pas** participer à l'action collective intitulée *Trudelle c. Ticketmaster Canada LP et al.*, dossier no 500-06-001215-231 de la Cour supérieure du Québec (district de Montréal), qui concerne la vente de l'assurance « Protection billets d'admission » via le site internet et les applications mobiles de Ticketmaster.

Je comprends que si je remplis et remets le présent formulaire :

- 1) Je ne profiterai pas des avantages prévus aux termes de l'Entente de Règlement négociée dans l'action susmentionnée, et je ne recevrai pas l'indemnité qui sera versée aux membres du groupe visé par le règlement, et je n'aurais pas le droit de s'objecter au Règlement;
- 2) Je remettrai toute somme ou compensation que je pourrais recevoir par inadvertance, erreur ou accidentellement du Fonds du Règlement;
- 3) Si je veux présenter une demande relative à la vente de l'assurance « Protection billets d'admission » via le site internet ou les applications mobiles de Ticketmaster, je devrai présenter ma demande individuellement et à mes propres frais.

Nom: _____

Adresse: _____

Téléphone: _____ Courriel actuel: _____

Courriel lié à votre compte Ticketmaster:

Date de signature: ____ / ____ / ____
dd mm aaaa

Signature _____

Le présent document doit être remis aux Avocats du Groupe à l'adresse courriel ci-dessous ou au greffier de la Cour supérieure du Québec **au plus tard le** ■ à l'adresse suivante:

Greffe de la Cour supérieure du Québec
Palais de Justice de Montréal
1 rue Notre-Dame Street Est, salle 1.120
Montréal, Québec H2Y 1B5

Les demandes reçues après ■ ne sont pas acceptées et vous serez lié(e) par les conditions de l'Entente de Règlement, y compris la disposition relative à la quittance.

Pour de plus amples renseignements, veuillez consulter le site internet du Règlement au: [■](#).

ou communiquer avec les Avocats du Groupe aux coordonnées suivantes:

Joey Zukran

LPC Avocat Inc.

276, rue Saint-Jacques, bureau 801

Montréal (Québec) H2Y 1N3

Courriel : jzukran@lpclex.com

SHORT NOTICE TO BE SENT BY EMAIL

(with links to Long Form notice attached as Schedules B.1 (English) and B.2 (French))

Objet : Avis d'audience sur l'approbation du règlement d'une action collective par la Cour supérieure du Québec / Notice of a Class Action Settlement Approval Hearing by the Superior Court of Quebec

English text follows

NE RÉPONDEZ PAS - Ceci est un message automatisé.

Cher membre de l'action collective,

Nous communiquons avec vous conformément au jugement de la Cour supérieure du Québec daté du ■ mars 2024 (numéro de dossier 500-06-001215-231) qui a autorisé pour des fins de règlement une action collective contre Ticketmaster, AZGA (Allianz) et CUMIS alléguant que les Défenderesses n'ont pas respecté certaines dispositions de la *Loi sur la protection du consommateur* du Québec et de la *Loi sur la concurrence* fédérale dans l'offre sur le site Web et l'application de Ticketmaster de l'assurance « Protection billets d'admission », vendue par AZGA (Allianz) et souscrite par Cumis visant à protéger votre achat de billets d'admission pour un évènement entre le 2 août 2019 et le 31 mars 2023 (la « **Période du Groupe** »). Le tribunal n'a pris aucune décision concernant le bien-fondé de ces allégations, que les Défenderesses nient.

Vous recevez ce courriel parce que vous avez acheté lors de la Période du Groupe, par l'intermédiaire du site Web ou de l'application mobile de Ticketmaster, en vous servant de cette adresse courriel, l'assurance « Protection billets d'admission », et avez fourni une adresse de facturation dans la province de Québec lors de cet achat. Par conséquent, vous pourriez être admissible à recevoir une indemnité aux termes de l'Entente de Règlement.

Veillez lire attentivement l'avis d'autorisation et d'audience d'approbation de la transaction disponible [ici](#).

L'objet de l'avis est de vous informer que le Demandeur et les Défenderesses ont conclu un Règlement qui met fin à l'action collective. Toutes les parties concernées estiment que le Règlement représente la meilleure solution pour régler le conflit d'une manière juste et équitable dans les meilleurs intérêts de tous, et demanderont à la Cour supérieure du Québec de l'approuver.

La Cour supérieure du Québec tiendra une audience pour décider si elle doit approuver le Règlement. Vous pouvez assister à l'audience qui aura lieu le [NTD: date de l'audience] à la salle [NTD: salle] du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Vous pouvez vous exclure de l'action collective en envoyant un formulaire rempli et signé au greffier de la Cour supérieure du Québec, tel que décrit plus en détail dans l'Avis d'autorisation et d'audience d'approbation de la transaction disponible à [ce lien](#). La date limite pour s'exclure de l'action collective est le [date]. La date limite pour s'opposer au Règlement est le [NTD: date 15 jours avant l'audience].

Merci.

**LA DISSÉMINATION DU PRÉSENT AVIS A ÉTÉ ORDONNÉE
PAR LA COUR SUPÉRIEURE DU QUÉBEC.**

DO NOT REPLY – This is an automated message.

Dear Class Action Member,

We are contacting you in accordance with the Quebec Superior Court judgement dated ■ 2024 (case number 500-06-001215-231) which authorized, for settlement purposes, a class action against Ticketmaster, AZGA (Allianz) and CUMIS alleging that the Defendants failed to comply with certain provisions of the Quebec *Consumer Protection Act* and the federal *Competition Act* in offering "Event Ticket Protector" insurance, sold by AZGA (Allianz) and underwritten by CUMIS, to protect your purchase of admission tickets for an event on Ticketmaster's website and application between August 2, 2019 and March 31, 2023 (the "Class Period"). The court has made no determination regarding the merits of those allegations, which the Defendants denies.

You are receiving this email because in the Class Period, you purchased "Event Ticket Protector" insurance through Ticketmaster's website or mobile application using this email address and provided a billing address in the Province of Quebec at the time of that purchase. You may therefore be eligible to receive compensation under the Settlement Agreement.

Please read carefully the Notice of Authorization and Settlement Approval Hearing available [here](#).

The purpose of this notice is to inform you that the Plaintiff and the Defendants have reached a Settlement putting an end to the Class Action. Both parties believe that the Settlement is the best solution to dispose of the dispute fairly and equitably and in the best interests of all those involved. They will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it should approve the Settlement. You may attend the hearing which will take place on [NTD: date of the hearing] in room [NTD: room] of the Montreal Court House, located at 1 Notre-Dame Street East in Montreal.

You may opt out of the Class by sending a completed and signed form to the Clerk of the Superior Court of Quebec, as described in more detail in the Notice of Authorization and Settlement Approval Hearing available at [this link](#). The deadline to opt out of the Class is [NTD : date of opt-out deadline]. The deadline to object to the Settlement is [NTD: date 15 days before the hearing date].

Thank you.

**DISTRIBUTION OF THIS NOTICE HAS BEEN ORDERED BY
THE SUPERIOR COURT OF QUÉBEC.**

NOTICE OF CLASS ACTION AUTHORIZATION AND SETTLEMENT APPROVAL HEARING

Class Action Regarding the Purchase of “Event Ticket Protector” insurance on Ticketmaster Canada platforms between August 2, 2019, and March 31st, 2023

A settlement (the “**Settlement**”) has been reached, subject to Court approval, in file number 500-06-001215-231 of the Superior Court of Quebec (the “**Class Action**”) between the representative plaintiff (the “**Plaintiff**”) and TICKETMASTER CANADA LP, TICKETMASTER CANADA HOLDINGS ULC, TICKETMASTER CANADA ULC, TICKETMASTER LLC (together, « **Ticketmaster** »), AZGA INSURANCE AGENCY CANADA LTD. and AZGA SERVICE CANADA INC. (together, « **AZGA** ») and CUMIS GENERAL INSURANCE COMPANY (the “**Defendants**”) in the class action instituted with respect to the sale of “Ticket Event Protector” insurance on Ticketmaster platforms (the “**Insurance**”) between between August 2, 2019 and March 31st, 2023 (“**Class Period**”). Plaintiff alleged that the Defendants acted in violation of the *Consumer Protection Act*, CQLR, c. P-40.1 (the “**CPA**”) and the *Competition Act* (R.S.C., c. C-34) (“**CA**”) in the manner that the price of the Insurance was presented on Ticketmaster’s websites and mobile applications.

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

To opt out of the Settlement, you must complete and sign an Opt Out Form, and deliver it to the Clerk of the Superior Court of Quebec **before [NTD: opt out date]**, as described in more detail below.

BASIC INFORMATION

Why have I received this email?

You are receiving this email because you purchased the Insurance during the Class Period using one of the Ticketmaster’s websites or mobile applications and using this email address, and provided a billing address in the Province of Québec.

The purpose of this notice is to inform you that the Plaintiff and the Defendants have reached a Settlement putting an end to the Class Action. Both parties believe that the Settlement is the best solution to dispose of the dispute fairly and equitably and in the best interests of those involved. They will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing which will take place on **[NTD: date of the hearing]** in room **[NTD: room]** of the Montréal Court House, located at 1 Notre-Dame Street East in Montréal (the “**Hearing**”).

What was the purpose of the Class Action?

According to the Plaintiff, the Defendants contravened the CPA and the CA in the manner they disclose the price of the Insurance, which is sold by AZGA (Allianz) on the website and mobile application of Ticketmaster, and underwritten by CUMIS. These allegations have not been proven in Court and are contested by the Defendants, whose position is that they have complied at all times with all applicable legislation.

Who are the Settlement Class members?
--

You are eligible to receive benefits under the Settlement Agreement if you are a Settlement Class member.

You are a Settlement Class member if you purchased the Insurance using the website or mobile application of Ticketmaster at any time in the Class Period and provided a billing address in the Province of Québec.

If you are a Settlement Class member, you are eligible to receive a compensation, as described below. You must file a claim in order to receive it, only after the Court approves the Settlement and a subsequent notice is sent informing you of the deadlines to do so.

SETTLEMENT SUMMARY

What does the Settlement provide for?
--

Each Settlement Class Member will receive compensation in an amount not to exceed the amount they paid as premium for the Insurance (less any refunds), provided that they certify that, at the time of purchase, they did not understand that they would be charged an amount for the Insurance in addition to the amount paid for the tickets purchased. Additional terms and conditions are set out in the Settlement Agreement.

The Defendants have also agreed to make a change to their online process related to the sale of the Insurance. In particular, the total price of the Insurance (adjusted according to the number of ticket(s) purchased) is stated even more prominently in the offer, and a clear indication that the Insurance is billed separately from the tickets has been added to the transaction summary for ticket purchases.

Each Settlement Class member, whether they file a claim or not, will provide a full and complete release of their claims against the Defendants, including any claims which they may have now or in the future in relation to the practice changes agreed by the Defendants as part of the Settlement. The Settlement Agreement does not constitute an admission of liability by the Defendants, who have agreed to settle only for the purpose of avoiding a trial and the additional costs and expenses related thereto.

The Settlement also provides that Class Counsel will seek Court approval of its Class Counsel fees and expenses of CA\$990,000, plus taxes and disbursements and expenses in the amount of \$14,037.10 plus taxes. This amount is to be paid on top of the credit offered to Settlement Class members.

OPTING OUT

If you are member of the Settlement Class and for any reason whatsoever you do not wish to be bound by this Settlement, you must take steps to opt out of the Settlement Class. Opting out will result in your exclusion from the Settlement. Any Class member who has commenced (prior to the expiration of the deadline to opt out) an action having the same subject matter as the Class Action is deemed to have opted out of the Class if they (a) do not discontinue that court action before the expiration of the deadline to opt out or, (b) have settled that action, or (c) have had an opportunity to have that action heard and adjudicated in a court of law.

What happens if I opt out of the Settlement?

If you opt out:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and may be able to exercise any valid rights of action; and,
3. You will not be able to object to this Settlement.

What happens if I do not opt out of the Settlement?

If you are a member of the Settlement Class and you do not opt out:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own personal legal action against the Defendants; and,
4. You will be able to object to the Settlement or comment on it.

If you are a member of the Settlement Class and you do not opt out and the Settlement is approved, you give up the right to take personal legal action against the Defendants with regard to the manner they disclose the price of the Insurance on Ticketmaster's website and mobile applications.

How can I opt out of the Settlement?

To opt out, you must complete and sign an Opt Out Form, and deliver it to **[NTD: Class Counsel at this email address or]**the Clerk of the Superior Court of Quebec **before [NTD: opt out deadline]** at the following address:

Clerk of the Superior Court of Quebec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montréal, Québec H2Y 1B5

The Opt Out Form is available on the Settlement website: [■](#)

Opt Out Forms received after [NTD: Opt Out Deadline] will not be honored and you will be bound by the terms of the Settlement Agreement, including the Release provision.

OBJECTING TO THE SETTLEMENT OR COMMENTING ON IT

You can advise the Court that you do not agree with this Settlement.

How can I advise the Court that I do not agree with this Settlement?

To present your objection to the Court or comment on the Settlement, you must send a document to Class Counsel at the address set out below at least fifteen (15) days before the Hearing. Your document must contain the following information:

1. The style of cause and docket number of the Class Action: *Trudelle v. Ticketmaster Canada LP et al.* S.C.M. 500-06-001215-231;
2. Your full name and current address, telephone number and email address;
3. The e-mail address associated with your Ticketmaster account;

4. The grounds for your objection to the Settlement or the comments you wish to make about it.

Do I need a lawyer in order to object to or comment on the Settlement?

No. You can object to the Settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the Settlement or comment on it and it is approved, will I still be eligible for a credit?

Yes. If, despite your objection or comments, the Settlement is still approved, you can still receive compensation pursuant to the Settlement if you are eligible.

INTERVENING IN THE CLASS ACTION

A member of the Class may seek authorization from the Court to intervene if the intervention is considered helpful to the Class. A member who intervenes is required to submit to a pre-trial examination at the request of the Defendants. A Class member who does not intervene may not be subject to a pre-trial examination unless the Court considers that it would be useful for its determination of the issues of law or fact to be dealt with collectively.

A member of the Class other than the Representative or an Intervenor may not be required to pay the legal costs arising from the class action.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement Agreement and its schedules, including the Opt Out Form, please go to the following website:

- Settlement website: [■](#)

You may also contact Class Counsel:

Mtre. Joey Zukran
LPC AVOCAT INC.
276 Saint-Jacques Street, Suite 801
Montréal, Québec H2Y 1N3
jzukran@lpclex.com

In case of discrepancies between this notice and the Settlement Agreement, the latter shall prevail.

The publication of this notice has been approved by the Court.

**AVIS D'AUTORISATION DE L'ACTION COLLECTIVE ET
D'AUDIENCE D'APPROBATION DU RÈGLEMENT**

**Action collective concernant l'achat d'assurance « Protection billets d'admission »
sur les plateformes de Ticketmaster Canada entre le 2 août 2019 et le 31 mars 2023**

Un règlement (le « **Règlement** ») est intervenu, sous réserve de son approbation par le Tribunal, dans le dossier n° 500-06-001215-231 de la Cour supérieure du Québec (l'« **Action collective** ») entre le représentant (le « **Demandeur** ») et TICKETMASTER CANADA LP, TICKETMASTER CANADA HOLDINGS ULC, TICKETMASTER CANADA ULC, TICKETMASTER LLC (ensemble, « **Ticketmaster** »), AZGA INSURANCE AGENCY CANADA LTD. et AZGA SERVICE CANADA INC. (ensemble, « **AZGA** »), et CUMIS GENERAL INSURANCE COMPANY (les « **Défenderesses** ») dans le cadre d'une action collective en lien avec la vente de l'assurance « Protection billets d'admission » (« **l'Assurance** ») entre le 2 août 2019 et le 31 mars 2023 (la « **Période du Groupe** »). Le Demandeur a allégué que les Défenderesses contrevenaient à la *Loi sur la protection du consommateur*, RLRQ, c. P -40.1 (la « **LPC** ») et la *Loi sur la concurrence* (L.C., c. C-34) (la « **LC** ») en ce qui concerne la manière dont le prix de l'Assurance est divulgué sur le site internet et l'application mobile de Ticketmaster.

Ce Règlement peut avoir des conséquences sur vos droits, que vous agissiez ou non. Veuillez lire le présent avis attentivement.

Pour vous exclure du Règlement, vous devez remplir et signer un Formulaire d'exclusion et le remettre au greffier de la Cour supérieure du Québec avant le **[NTD: date limite pour s'exclure]**, comme il est précisé ci-après.

INFORMATION DE BASE

Pourquoi ai-je reçu ce courriel?

Vous recevez ce courriel parce qu'au cours de la Période du Groupe, vous avez acheté, par l'intermédiaire du site internet ou de l'application mobile de Ticketmaster, en vous servant de cette adresse courriel, l'Assurance et avez indiqué une adresse de facturation au Québec.

L'objet du présent avis est de vous informer que le Demandeur et les Défenderesses ont conclu un Règlement qui met fin à l'Action collective. Toutes les parties concernées estiment que le Règlement représente la meilleure solution pour régler le conflit d'une manière juste et équitable dans les meilleurs intérêts de tous, et demanderont à la Cour supérieure du Québec de l'approuver.

La Cour supérieure du Québec tiendra une audience pour décider si elle doit approuver le Règlement. Vous pouvez assister à l'audience qui aura lieu le **[NTD: date de l'audience]** à la salle **[NTD: salle]** du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal (l'« **Audience** »).

Quel était l'objet de cette Action collective?

Selon le Demandeur, les Défenderesses ont contrevenu à la LPC et la LC en ce qui concerne la manière dont elles divulguaient le prix de l'Assurance, laquelle est vendue par AZGA (Allianz) sur

le site internet et l'application mobile de Ticketmaster et est souscrite par CUMIS. Ces allégations n'ont pas été prouvées au Tribunal et sont contestées par les Défenderesses qui affirment avoir en tout temps respecté toutes les lois applicables.

Qui sont les membres du Groupe du Règlement?

Vous êtes admissible aux avantages prévus aux termes de l'Entente de Règlement si vous êtes un membre du Groupe du Règlement.

Vous êtes un membre du Groupe du Règlement si vous avez acheté l'Assurance par l'intermédiaire du site internet ou de l'application mobile de Ticketmaster pendant la Période du Groupe et avez fourni une adresse de facturation au Québec.

Si vous êtes un membre du Groupe du Règlement, vous êtes admissible à recevoir une indemnisation, comme il est décrit ci-après. Vous devez soumettre une réclamation pour obtenir votre indemnisation, seulement après l'approbation du Règlement par la Cour et suite à ce qu'un avis vous avisant des délais pour le faire vous ait été envoyé.

RÉSUMÉ DU RÈGLEMENT

Qu'est-ce que le Règlement prévoit?

Chaque membre du Groupe du Règlement recevra une indemnisation d'un montant ne dépassant pas le montant qu'il a payé comme prime pour l'Assurance (moins tout remboursement), à condition qu'il atteste que, au moment de l'achat, il n'a pas compris qu'un montant lui serait facturé pour l'obtention de l'Assurance en plus du montant payé pour les billets achetés. Des modalités supplémentaires sont énoncées dans l'Entente de Règlement.

Les Défenderesses ont également accepté d'apporter un changement à leur processus en ligne lié à la vente de l'Assurance. Notamment, le prix total de l'Assurance (ajusté selon le nombre de billet(s) acheté(s)) est énoncé de façon encore plus prominente dans l'offre et une indication claire que l'Assurance est facturée séparément des billets a été ajoutée dans le récapitulatif de la transaction pour l'achat des billets.

Chaque membre du Groupe du Règlement, peu importe s'il a soumis une réclamation, renoncera de manière définitive à toute réclamation contre les Défenderesses, y compris toute réclamation qu'il pourrait avoir maintenant ou dans le futur concernant les changements de pratique acceptées par les Défenderesses aux termes du Règlement. L'Entente de Règlement ne constitue pas un aveu de responsabilité par les Défenderesses, lesquelles ont accepté de conclure une entente uniquement dans le but d'éviter un procès et les frais et débours additionnels reliés à la tenue d'un procès.

Le Règlement prévoit également que les Avocats du Groupe demanderont à la Cour d'approuver leurs honoraires et leurs frais totalisant la somme de 990 000 \$ CA, plus taxes ainsi que leurs débours et frais totalisant la somme de 14 037,10 \$ CA, plus taxes. Ce montant sera versé en sus du crédit offert aux Membres du Groupe du Règlement.

S'EXCLURE

Si vous êtes membre du Groupe du Règlement et que vous ne désirez pas être lié(e) par ce Règlement pour quelque raison que ce soit, vous devez prendre des mesures pour vous exclure du Groupe du Règlement, ce qui entraînera votre exclusion du Règlement. Toute personne membre du Groupe qui a intenté (avant la date limite pour s'exclure) un recours ayant le même objet que l'Action collective est réputée s'être exclue du Groupe si elle (a) ne met pas fin à ce

recours avant la date limite pour s'exclure, ou (b) a réglé ce recours, ou (c) a eu l'opportunité de faire entendre ce recours et le faire décidé par un tribunal.

Qu'arrive-t-il si je m'exclus du Règlement?

Si vous vous excluez :

1. Vous ne recevrez aucun avantage prévu aux termes du Règlement;
2. Vous ne serez pas lié(e) par l'Action collective et pourrez exercer tout droit d'action personnel valide; et
3. Vous ne pourrez pas vous opposer à ce Règlement.

Qu'arrive-t-il si je ne m'exclus pas du Règlement?

Si vous êtes membre du Groupe du Règlement et que vous ne vous excluez pas:

1. Vous êtes admissible à recevoir les avantages prévus aux termes du Règlement;
2. Vous serez lié(e) par l'Action collective;
3. Vous renoncerez au droit d'intenter votre propre recours personnel contre les Défenderesses; et
4. Vous pourrez vous opposer au Règlement ou le commenter.

Si vous êtes membre du Groupe du Règlement et que vous ne vous excluez pas et que le Règlement est approuvé, vous renoncez au droit d'intenter un recours personnel contre les Défenderesses en ce qui concerne la manière dont l'Assurance est vendue sur les sites Web ou l'une des applications mobiles de Ticketmaster.

Comment puis-je m'exclure du Règlement?

Pour vous exclure, vous devez remplir et signer un Formulaire d'exclusion et le remettre **[NTD: aux Avocats du Groupe par courriel à cet adresse ou]**au greffier de la Cour supérieure du Québec **avant le [NTD: date limite pour s'exclure]** à l'adresse suivante :

Greffes de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1, rue Notre-Dame Est
Salle 1.120
Montréal (Québec) H2Y 1B5

Le Formulaire d'exclusion est accessible sur le site internet du Règlement au [■](#).

Les Formulaires d'exclusion reçus après le [NTD: date limite pour s'exclure] ne seront pas acceptés et vous serez lié(e) par les modalités de l'Entente de Règlement, y compris la disposition relative à la quittance.

OBJECTION OU COMMENTAIRE AU RÈGLEMENT

Vous pouvez aviser le Tribunal que vous n'approuvez pas ce Règlement.

Comment puis-je aviser le Tribunal que je n'approuve pas ce Règlement?

Pour présenter votre objection ou commentaire au Tribunal, vous devez envoyer un document aux Avocats du Groupe au moins quinze (15) jours avant l'Audience à l'adresse indiquée ci-après. Le document doit contenir les informations suivantes :

1. L'intitulé de la cause et le numéro de dossier de l'Action collective : *Trudelle c. Ticketmaster Canada LP et al.* C.S.M. : 500-06-001215-231;
2. Votre nom complet et vos adresse, numéro de téléphone et adresse courriel actuels;
3. L'adresse courriel liée à votre compte Tickermaster;
4. Les motifs de votre objection au Règlement ou votre commentaire concernant celui-ci.

Ai-je besoin d'un avocat pour m'opposer au Règlement ou le commenter?
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Non. Vous pouvez vous opposer au Règlement ou le commenter sans faire appel à un avocat. Si vous souhaitez être représenté(e) par un avocat, vous pouvez en retenir un à vos frais.

Si je m'oppose au Règlement ou le commente et qu'il est approuvé, serai-je encore admissible à un crédit?
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Oui. Si malgré votre objection ou commentaire, le Règlement est tout de même approuvé, vous pourrez encore obtenir une compensation en vertu du Règlement si vous y êtes admissible.

INTERVENIR DANS L'ACTION COLLECTIVE

Un membre du Groupe peut demander l'autorisation du Tribunal d'intervenir si l'intervention est jugée utile au Groupe. Un membre du Groupe qui intervient doit se soumettre à un interrogatoire préalable à la demande des Défenderesses. Un membre du Groupe qui n'intervient pas ne peut pas être assujéti à un interrogatoire préalable à moins que le Tribunal ne l'estime utile pour décider des questions de droit ou de fait traitées collectivement.

Un membre du Groupe autre que le Représentant ou un Intervenant ne peut être tenu de payer les frais de justice découlant de l'action collective.

OBTENIR DE PLUS AMPLES RENSEIGNEMENTS

Comment puis-je obtenir de plus amples renseignements?

Pour obtenir des renseignements supplémentaires et accéder au texte de l'Entente de Règlement et de ses annexes, dont le Formulaire d'exclusion, veuillez consulter le site internet suivant :

- Site internet du Règlement : [■](#)

Vous pouvez également contacter les Avocats du Groupe aux coordonnées suivantes :

Maître Joey Zukran
LPC AVOCAT INC.
276, rue Saint-Jacques, bureau 801
Montréal (Québec) H2Y 1N3
izukran@lpclex.com

En cas de divergence entre le présent avis et l'Entente de Règlement, les modalités de l'Entente de Règlement prévaudront.

La publication du présent avis a été approuvée par le Tribunal.

Protect Your Ticket Purchase (Selection Required)



Allianz Global
Assistance is here
to help
1-833-812-1660

Protect Your Ticket Purchase with Event Ticket Protector Insurance

Get reimbursed up to 100% with Event Ticket Protector Insurance for an additional CA \$8.72/ticket*, including taxes. If you cannot attend this event for a **covered reason**, including covered illness**, airline delays, traffic accidents and more, you can be reimbursed for your ticket cost and eligible fees up to a maximum of \$1,000 CAD per ticket. [Terms, conditions and exclusions apply. See full Coverage Details.](#)

* The quoted premium rate is fixed. This quote is valid until the earlier of (i) the moment that you have purchased the tickets subject to this offer or (ii) the checkout process for those tickets has been terminated for any reason.

You may cancel your Event Ticket Protector Insurance purchase and receive a refund within 10 days from the date of purchase provided the published insured event date has not passed, you have not attended the event and have not incurred a claim.

** Information re COVID-19: Event ticket insurance does not cover claims or financial losses related to epidemics or pandemics. For the sake of clarity, the fear of contracting COVID-19 is not covered by Event Ticket Protector Insurance. [See full Coverage Details](#) for more information.

By clicking Yes below, you authorize Allianz Global Assistance to bill the insurance premium, including applicable taxes, as a separate charge to your credit card, and you confirm you agree to the terms and conditions of the insurance coverage ([see full Coverage Details](#)), understand [what's not covered](#), accept the [Privacy Statement](#) and acknowledge that any misrepresentation of information will cause the insurance coverage to be null and void. A confirmation of purchase and your policy of insurance will follow by email from Allianz Global Assistance within 48 hrs.

Detail for purchase of Event Ticket Protector Insurance:

Insurance premium: CA \$8.00 X 2 tickets	CA \$16.00
Tax on insurance premium: CA\$0.72 X 2 tickets	CA \$1.44
Total due for Event Ticket Protector Insurance:	CA \$17.44

*** Selection Required**

☐ Yes, I want to purchase Event Ticket Protector Insurance for my ticket purchase to Lionel Richie on 09-08-23 for an additional CA \$17.44 (including taxes).

☐ No

Event ticket insurance does not cover everything. Please refer to the policy wording for full terms and conditions, including limitations and exclusions. Insurance is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies and administered by Allianz Global Assistance, a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

For Quebec Residents: **Firm's Name & Contact Information:** AZGA Insurance Agency Canada Ltd. o/a Allianz Global Assistance 700 Jamieson Parkway, Cambridge, ON, N3C 4N6, 519-742-2800

Licensed Sectors: Damage Insurance (Broker) & Insurance of Person, [Registration No:](#) 510528

[How to File an Insurance Complaint](#)

CUMIS General Insurance Company, P.O. Box 5065, 151 North Service Road, Burlington, ON, L7R 4C2.
1-800-263-9120

Total CA \$858.70 ^

Tickets

EW&F Forfait place de choix: CA \$370.00 CA \$740.00
x 2

Fees

Service Fee: CA \$55.35 x 2 CA \$110.70
Facility Charge: CA \$4.00 x 2 CA \$8.00

Cancel Order

*All Sales Final - No Refunds

☐ I have read and agree to the current [Terms of Use](#), and acknowledge that the Event Organizer is requiring Health Checks to attend this event. Please check their website for details. [Learn More](#)

Place Order

*Exceptions may apply, see our Terms of Use.

☐ Yes! I would like to receive communications about upcoming events, special offers or other information from the provider of this event. I can unsubscribe in accordance with the event provider's privacy policy. I will still be able to manage communications from Ticketmaster by accessing my Ticketmaster account.



Lionel Richie And Earth, Wind & Fire - Sing A Song All Night Long

Wed - Aug 9, 2023 - 7:30 PM
Centre Bell - Montreal, Quebec
2 Tickets - Sec NORD-E, Row GG, Seats 7 - 8

Protégez l'achat de votre billet (Sélection obligatoire)



Allianz Global
Assistance est à
votre écoute
1-833-812-1660

Souscription à une assurance Protection billets d'admission

Moyennant une prime de **8,72 \$ CA** par billet*, y compris les taxes, le prix de votre billet vous sera entièrement remboursé (jusqu'à 100%) par l'assurance Protection billets d'admission. Si vous ne pouvez pas assister à un événement pour une **raison couverte** — maladie, retard de vol, accident de la route, etc. — le prix du billet, y compris tous frais admissibles, vous sera remboursé jusqu'à concurrence de 1 000 \$ CA par billet. Des **restrictions, conditions et exclusions générales s'appliquent**. [Description de la couverture](#).

* Le montant de la prime par billet est fixe. Cette offre est valable jusqu'à la première des deux dates suivantes : (i) le moment où vous avez acheté les billets faisant l'objet de cette offre ou (ii) le moment où le processus de paiement de ces billets a été interrompu pour une raison quelconque.

Vous pouvez annuler votre souscription à l'assurance Protection billets d'admission et recevoir un remboursement dans les 10 jours suivant la date d'achat, à condition que la date publiée de l'événement assuré ne soit pas passée, que vous n'ayez pas assisté à l'événement et que vous n'ayez pas subi de sinistre.

① INFORMATIONS IMPORTANTES SUR LA COUVERTURE RELATIVE À LA COVID-19 : COVID-19

En cliquant sur « Oui », ci-dessous, vous autorisez Allianz Global Assistance à **débit** **separément** le montant de la prime d'assurance, y compris les taxes applicables, **sur votre carte de crédit**, et vous confirmez que vous acceptez les conditions de l'assurance Protection de billets d'admission (pour plus de détails, veuillez vous référer à la [Description de la couverture](#)), et vous comprenez **ce qui n'est pas assuré**, acceptez la [Politique de confidentialité](#), et reconnaissez que toute fausse déclaration d'information entraînera la nullité de la couverture d'assurance. Allianz Global Assistance vous transmettra par courriel une confirmation de la souscription d'assurance ainsi que la police d'assurance dans les 48 heures.

Prime d'assurance : 8,00 \$ CA, multiplié par 2 billets =	16,00 \$ CA
Taxe sur la prime d'assurance : 0,72 \$ CA, multiplié par 2 billets =	1,44 \$ CA
Total dû pour l'assurance Protection billets d'admission :	17,44 \$ CA

☐ Oui, je veux souscrire l'assurance Protection billets d'admission pour assurer mon achat de billet(s) pour Lionel Richie à Centre Bell le mercredi, août 09, 2023, moyennant une prime de 17,44 \$ CA (taxes incluses).

☐ Non

L'assurance Protection de billets d'admission ne couvre pas tout. Veuillez vous référer au libellé de la police pour connaître les conditions complètes, y compris les limitations et les exclusions. L'assurance est souscrite par La Compagnie d'Assurance Générale CUMIS, l'une des sociétés du Groupe Co-operators, et est administrée par Allianz Global Assistance, qui est la dénomination commerciale enregistrée d'AZGA Service Canada Inc. et d'AZGA Insurance Agency Canada Ltd.

Nom et coordonnées de la société : AZGA Insurance Agency Canada Ltd. s/n Allianz Global Assistance, 700 Jamieson Parkway, Cambridge (Ontario) N3C 4N6. Téléphone : 519-742-2800.

Secteurs autorisés : Assurance dommages (courtier) et assurance de personnes, **numéro d'inscription :** 510528

[Comment contester une décision relative à une réclamation](#)

La Compagnie d'Assurance Générale CUMIS, C.P. 5065, 151 North Service Road, Burlington (Ontario) L7R 4C2. Téléphone : 1-800-263-9120

Total 858,70 \$ CA ^

Billets

EW&F Forfait place de choix : 370,00 \$ 740,00 \$ CA
CA x 2

Frais

Frais de service : 55,35 \$ CA x 2 110,70 \$ CA
Redevances de salle : 4,00 \$ CA x 2 8,00 \$ CA

[Annuler la commande](#)

*Toutes les ventes sont définitives - Aucun remboursement

☐ J'ai lu et j'accepte les [conditions d'utilisation](#) en vigueur et je reconnais que [En savoir plus](#)

Confirmer

*Certaines exceptions peuvent s'appliquer, voir les conditions d'utilisation.

☐ Oui! Je souhaite recevoir les communications sur les événements à venir, les offres spéciales ou d'autres informations fournies par le promoteur de cet événement. Je peux me désabonner en conformité avec la politique de confidentialité du promoteur de l'événement. Je serai toujours en mesure de gérer les communications de Ticketmaster en accédant à mon compte.



Lionel Richie And Earth, Wind & Fire - Sing A Song All Night Long

Mer - 9 août 2023 - 19 h 30
Centre Bell - Montréal, Québec
2 billets - sec NORD-E, rangée GG, sièges 9 - 10

**Ticketmaster Booking Path Offer Message Updates for Quebec
residents: English**

Event Ticket Protector



Protect Your Ticket Purchase with Event Ticket Protector Insurance

* Selection Required

Get reimbursed up to 100% of your ticket cost and eligible fees with Event Ticket Protector for an additional CA **\$8.72/ticket***, including taxes. If you cannot attend this event for a [covered reason](#), you may be reimbursed up to a maximum of \$1,000 CAD per ticket. [See full Coverage Details, including exclusions and limitations.](#)

Cost of purchase of Event Ticket Protector:

Insurance premium: CA \$8.00 x2 tickets	CA \$16.00
Tax on insurance: CA \$0.72 x2 tickets	CA \$1.44
Total due for Event Ticket Protector Insurance:	CA \$17.44

By clicking Yes below, you authorize CUMIS General Insurance Company to bill the premium, including applicable taxes, **as a separate charge to your credit card**, and you confirm you agree to the terms and conditions of the coverage ([see full coverage details](#)), understand [what's not covered](#), accept the [Privacy Statement](#), and acknowledge that any misrepresentation or concealment of information will cause the insurance coverage to be null and void.

- ☐ Yes, I want to purchase Event Ticket Protector Insurance for my ticket purchase to [insert event] on [insert date] for **an additional CA \$17.44** (including taxes).
- ☐ No, don't protect my CA \$XX.XX ticket purchase

Purchase conformation and policy of insurance will follow by email from Allianz Global Assistance within 48 hrs. You may cancel your Event Ticket Protector Insurance purchase and receive a refund within 10 days from the date of purchase provided the published insured event date has not passed, you have not attended the event and have not incurred a claim.

*The quoted premium rate is fixed. This quote is valid until the earlier of (i) the moment that you have purchased the tickets subject to this offer or (ii) the checkout process for those tickets has been terminated for any reason.

Event Ticket Protector is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies, P.O. Box 5065, 151 North Service Road, Burlington, ON, L7R 4C2, 1-800-263-9120 and administered by Allianz Global Assistance, a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

Firm's Name & Contact Information: AZGA Insurance Agency Canada Ltd. o/a Allianz Global Assistance 700 Jamieson Parkway, Cambridge, ON, N3C 4N6, 519-742-2800. **Licensed Sectors:** Damage Insurance (Broker) & Insurance of Person, [Registration No:](#) 510528. [How to File an Insurance Complaint](#)

CLAIMS FORM

Name:
Street address:
City:
Province:
Postal code:
Telephone:

Email used for the purchase of the “Event Ticket Protector” insurance:

Language preference: ☐ French ☐ English

- ☐ I solemnly declare that I am the person who purchased the “Event Ticket Protector” insurance.
- ☐ I solemnly declare that when I purchased the “Event Ticket Protector” insurance, I did not understand that an amount would be charged to me for the obtaining of the insurance over and above the amount paid for the tickets purchased.
- ☐ I solemnly declare that I have not received a refund for the “Event Ticket Protector” insurance from the Defendants, including any one of AZGA Service Canada Inc., AZGA Insurance Agency Canada Ltd., or CUMIS General Insurance Company.
- ☐ I solemnly declare that all the information provided in this Claim Form is true and correct.
- ☐ I acknowledge that knowingly submitting a false claim could constitute civil or criminal fraud and would be contrary to the order of the Court.
 - ☐ By clicking “submit”, I sign the above.

FORMULAIRE DE RÉCLAMATION

Nom:

Adresse:

Ville:

Province:

Téléphone:

Courriel utilisé pour faire l'achat de l'assurance « Protection billets d'admission » :

Préférence de la langue : ☐ Français ☐ Anglais

- ☐ Je déclare solennellement que je suis la personne ayant acheté l'assurance « Protection billets d'admission ».
- ☐ Je déclare solennellement que lorsque j'ai acheté l'assurance « Protection billets d'admission, je n'ai pas compris qu'un montant me serait chargé pour l'obtention de l'assurance de façon additionnelle au montant payé pour l'achat des billets.
- ☐ Je déclare solennellement que je n'ai pas reçu un remboursement pour l'assurance Protection billets d'admission des défenderesses, incluant de AZGA Service Canada Inc., AZGA Insurance Agency Canada Ltd., ou La Compagnie d'assurance générale CUMIS.
- ☐ Je déclare solennellement que toutes les informations fournies dans ce formulaire de réclamation sont véridiques et exactes.
- ☐ Je reconnais que le fait de présenter sciemment une fausse demande pourrait constituer une fraude civile ou pénale et serait contraire à une ordonnance de la Cour.
 - ☐ En cliquant «soumettre», je signe ce qui précède.