

## **Policy of Insurance**

This product is underwritten by *Conifer Insurance Company* (herein called “we”, “us”, “our”).

This *Policy* and *your* Declaration Page describe *your* insurance and its terms and conditions, which may limit benefits and amounts payable to *you*. Please read the *Policy* carefully to understand the conditions of the coverage for which you have paid a premium.

This *Policy* contains a number of exclusions and limitations including a Pre-Existing Condition Exclusion, which may apply to a *medical condition* and/or symptoms that existed prior to *your* ticket or *event registration* purchase date.

### **PLEASE READ YOUR POLICY OF INSURANCE CAREFULLY**

**IF YOU NEED TO FILE A CLAIM, PLEASE FILL OUT THE FORM [FOUND HERE](#).**

#### **Right to Examine and Cancel this Insurance Policy**

If *you* notify us that you are not completely satisfied with *your* purchased plan within 10 days of the date this *Policy* of Insurance was issued as indicated on *your* Declaration Page, *we* will provide a full refund of premium as long as the scheduled *event* date has not passed, *you* have not used *your* ticket, nor have *you* filed a claim.

**Please note:** *Refund* of premium is not applicable in any situation where a possible claim has already occurred.

#### **What risks are insured?**

Depending on your type of coverage pursuant to *your* Declaration Page, this insurance provides reimbursement for:

- Non-refundable *ticket costs or registration costs* if you are unable to use *your* ticket or attend *the event the ticket and/or registration was purchased for* due to one or more of the Covered Reasons; or
- The pro-rated cost of the unused portion of the *Season/Annual Pass* if *you* are unable to use *your Season/Annual Pass* due to one or more of the Covered Reasons.

This Policy of Insurance is designed to protect you against losses that result from sudden and unexpected Covered Reasons as defined in this policy. These insurance benefits do not cover conditions or events that are not defined as Covered Reasons herein, or are known to you or expected to occur on the date of purchase..

**In this *Policy*, certain terms have defined meanings. Those defined terms are as indicated on *your* Declaration Page, or as below in the section titled “Definitions”, and appear throughout this *Policy* in italics.**

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### **SECTION I. DEFINITIONS**

**Accident/Accidental** - a sudden, unexpected, unintended, unforeseeable external *event*, occurring during the *coverage* period, arising wholly from *accidental* means, which independently of any other cause, causes *injury*.

**Accidental Bodily Injury** - a bodily *injury* caused by an *accident* of external origin occurring during the *coverage period* and being the direct and independent cause of the loss.

**C.B.R.N. incident** - means the actual, alleged or threatened discharge, seepage, migration, release, escape, exposure or dispersal of any hazardous chemical, biological, radioactive, or nuclear material, gas, matter or contamination, whether *accidental*, *intentional* or purposeful.

**Children** - unmarried persons who are financially dependent on you for support and are

- under 21 years of age; or
- under 26 years of age if a full-time student; or
- over 20 years of age and mentally or physically incapable of self-support and became so while eligible as a dependent child.

**Civil disorder** - means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

**Contamination** - the *contamination* or poisoning of people by nuclear and/or chemical and/or biological substances, which causes *illness* and/or death.

**Coverage Period** - the time insurance is in effect, beginning on the *effective date* and ending on the *expiration date*.

**Cyber terrorism or cyberattack** - means the unauthorized and/or unintended activities that target or affect the devices, equipment, files, data, systems, websites, networks or databases of one (1) or more people or companies: (a) performed using internet or network access via computers or other electronic devices; and/or (b) performed via physical means including, but not limited to: damaging or altering network connections, physically destroying data and or/ data center or network center equipment, or electromagnetic pulse detonation.

**Effective Date** – your *coverage* will begin the day your telephone order or internet (electronic) order is received, provided that all applicable premium has been paid.

**Emergency** - an unforeseen *event* that occurs during the *coverage period* and makes it necessary to receive immediate *treatment* from a licensed *physician* or to be hospitalized.

**Event** - means an entertainment, sporting, theatrical, experience, or recreational event for which a registration cost has been incurred or a *ticket* has been purchased by *you*.

**Expiration Date** - the date on which *your* coverage ends under this insurance as shown on *your Declaration Page*.

**Family Member** - includes your *spouse*; parents; children, including *children* who are, or are in the process of becoming adopted; siblings; grandparents or grandchildren; step-parent; stepchild; or step-sibling; in-laws (parent, son, daughter, brother or sister, grandparents); aunt; uncle; niece; nephew; legal guardian; or ward.

**Financial Default** – a complete suspension of operations by the promoter or venue due to financial circumstances.

**Hospital** - an establishment that is licensed as a *hospital* and is operated for the care and *treatment of inpatients*, has a registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the *hospital*. *Hospital* does not mean any establishment used mainly as a clinic, or urgent health facility, extended or palliative care facility, rehabilitation facility, addiction *treatment center*, convalescent, rest or nursing home, home for the aged, or health spa.

**Illness** - a sickness, infirmity or disease occurring during the *coverage period* that requires *emergency medical care*, which did not occur prior to the *effective date*.

**Injury** - bodily *injury* occurring during the *coverage period*, resulting directly and independently of all other causes, from an *accident*.

**Inpatient** - a person treated as a registered bed patient in a *hospital* or other facility and for whom a room and board charge is made.

**Mechanical breakdown** - means a mechanical issue which prevents a auto vehicle from being driven, a flat tire requiring professional roadside assistance, or a vehicle becoming inoperable. *Mechanical breakdown* does not include running out of gas, the need for routine maintenance, or inoperability due to lost, unavailable or stolen keys.

**Medical Condition** - an *accidental bodily injury* or sickness (or a condition related to that *accidental bodily injury* or sickness), including disease and complications of pregnancy occurring within the first 31 weeks of pregnancy.

**Physician** - a person (other than *you*) who is not related to you by blood or marriage who is a licensed Doctor of Medicine or a licensed Doctor of Osteopathic Medicine, licensed to prescribe drugs and administer medical *treatment* (within the scope of such respective such license) at the location where the *treatment* is provided. A *physician* does not include a chiropractor, naturopath, a herbalist or a homeopathic doctor.

**Policy** - the entire *policy* of insurance document containing the terms and conditions of this insurance and issued to *you* by *us*.

**Prescription Drug** - a drug or medicine that can only be issued upon the prescription of a *physician* or licensed dentist and is dispensed by a licensed pharmacist.

**Professional** - engaged in a specified activity as your main paid occupation.

**Registration** - means enrolling and paying a fee to participate in *events* such as an entertainment, sporting, theatrical, performing arts, camp, tournament, workshop, conference or recreational experience or *event* or other similar events.

**Refund** – means:

- funds returned to *you* by the supplier or event organizer; or
- any credit or voucher for future events *you* receive or are entitled to receive from the supplier or *event* host; or
- any credits, recoveries or reimbursements *you* receive or are entitled to receive from *your employer*, an insurance company, a credit card issuer or any other institution.

**Sanction** - any business or activity that would violate any United States or any other applicable national economic or trade *sanction law* or regulations.

**Season** – means the period when the *Season/Annual Pass* is valid.

**Season/Annual Pass** – means an admission to a facility (such as an amusement park or recreational facility) which is valid for a season or for a predetermined period of time, but for no more than 2 years.

**Severe weather** - means hazardous weather conditions including but not limited to windstorms, hurricanes, tornadoes, fog, hailstorms, rainstorms, snowstorms, or ice storms.

**Spouse** - the person who is:

- legally married or in a legal civil union with *you*; or
- is living with *you* in a marriage-like relationship and is publicly represented as *your spouse* or your domestic partner in the community in which *you* reside. You may only have 1 *spouse* for the purposes of this *Program*.

**Stable** - any *medical condition* or related condition (including any heart condition or lung condition) for which all the following statements for that *medical condition* or related condition (including any heart or any lung condition) are true, in the previous 90 days:

- there has been no new *treatment* or prescribed medication;
- there has been no change in *treatment* or change in prescribed medication (including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type);
- there has been no new symptom, more frequent symptom or more severe symptom; ▪ there have been no test results showing deterioration;
- there has been no hospitalization or referral to a specialist (made or recommended) or the result of further investigations has not yet been completed.

**Ticket(s)** – “**Ticket**” means an admission ticket to an *event* for a specific day and time and “**Tickets**” means a multi-day or multi-*event* admission ticket to a series of *events* such as season tickets for sports or performing arts, or multiple days to an amusement park or other recreational facility.

**Ticket Cost** – means the total amount paid for the ticket including any service and handling fees.

**Terrorism or Act of Terrorism** - an act including, but not limited to, the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**Treatment** – the medical advice, care and/or service provided by a physician. This includes but is not limited to, diagnostic measures and *prescription drugs* (including pills and inhaled or injected medications). It does not include check-up visits or cases where you seeing a *physician* for examination where you have no specific symptoms.

**Urgent home repair** - means an *emergency* repair to *your* primary residence that is immediately required to correct unforeseen, sudden and *accidental* structural damage or damage to and failure of plumbing or electrical systems. *Urgent home repair* does not include routine maintenance, upgrades, cosmetic non-structural or non-emergency repairs.

**We, Us and Our** - refers to Conifer Insurance Company.

**You and Your** - refer to all persons listed on the Declaration Page under the plan purchased when the required insurance premium has been paid for that person before the *effective date*.

## **SECTION II. PERIOD AND DESCRIPTION OF COVERAGE**

### **When does your insurance start?**

*Your* coverage will begin the day *your* telephone order or internet (electronic) order is received, and all applicable premium has been paid.

When does your insurance end?

*Your* insurance ends as follows:

For **Season Interruption and Cancellation Insurance** – at midnight on the expiration of the *Season/Annual Pass*.

## **SEASON INTERRUPTION AND CANCELLATION INSURANCE**

**Season Interruption and Cancellation Insurance** reimburses you for the covered losses *you* incur when you are unable to use *your Season/Annual Pass* due to one or more of the following Covered Reasons.

### **COVERED BENEFITS**

We will reimburse the pro-rated cost of the unused portion of the *Season/Annual Pass*, less any refund, up to the limit stated on your Declaration Page (and in no case to exceed a benefit maximum of \$20,000.00). For *Season/Annual Passes* which are valid for a fixed calendar period, reimbursement will be calculated based on the first day of the *season*, regardless of the actual date *you* purchased the *Season/Annual Pass*.

Reimbursement will only be made for ticketed amounts insured through a primary ticket outlet.

### **COVERED REASONS**

#### **Medical Conditions and Death**

Any serious *injury* or any unforeseen serious *illness* occurring to:

- *you*, which results in *your* being unable to use the *Season/Annual Pass*. *You* must be examined by a *physician* within 48 hours of the serious *injury* or any unforeseen serious *illness* that results in the cancellation and the *physician* must advise in writing that *you* not participate in or attend the *event* or activities that the *Season/Annual Pass* was purchased for;

- a *family member* that is life threatening or requiring hospitalization as an *inpatient*. Your family member must be examined by a *physician* within 48 hours of the serious *injury* or any unforeseen serious *illness* that results in the cancellation; or
- a *family member* which requires you to provide primary care to that person. *Your family member* must be examined by a *physician* within 48 hours of the serious *injury* or any unforeseen serious *illness* that results in the cancellation.

The death of *you* or a *family member*, which prevents *you* from attending the scheduled *event(s)*, if the death occurs on or within 30 days prior to the scheduled *event*.

### **Pregnancy and Adoption**

The pregnancy of *you* if such pregnancy:

- is diagnosed after *your* pass was purchased, and *your physician* advises in writing that *you* not participate in or attend the *event* or activities for which the *Season/Annual Pass* was purchased; or
- the legal adoption of a child by *you*, when the actual date the child is to be placed in *your* care was not known until after the pass was purchased, and *you* will not be able to participate in or attend the *event* or activities for which the *Season/Annual Pass* was purchased.

### **Weather**

This covered reason is only applicable to *events* equal to or less than three consecutive days. *Severe weather* which results in *your* inability to attend the event. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the *event* is canceled by the organizer due to weather, you will not qualify for this reimbursement.

### **Terrorism**

An *act of terrorism* committed by an organized terrorist group (recognized as such by the US Government), occurring in the city applicable to your annual pass, resulting in *you* being unable to participate in or attend the *event* or activities for which the *Season/Annual Pass* was purchased for at least 30 consecutive days

### **Employment and Occupation**

After *your* effective date of coverage *you*, are unable to participate in or attend the event or activities for which the *Season/Annual Pass* was purchased as a result of:

- being terminated or laid off, through no fault of *your* own after having been with the same employer for at least 3 continuous years;
- you or your spouse are unable to participate in or attend the *event* or activities for which the *registration* was purchased because *your* or *your spouse's* current employer have required either of you to relocated to a location that is at least 100 miles from *your* primary residence;
- the inability to participate in or attend the *event* or activities for which the *registration* was purchased because you are required to serve on a jury or appear in court because you are served with a court order, subpoena jury service and/or court appearance notice. Law enforcement officers who are required to appear in court do not qualify for Refund Protection; or
- being summoned to duty in the case of reservists or active military, police, fire personnel or first responders, which prevents you from participating in or attending the event or activities for which the registration was purchased.

## OTHER COVERED REASONS

*You*, are unable to participate in or attend the event or activities for which the *Season/Annual Pass* was purchased due to:

- having *your* home made uninhabitable by flood, burglary, vandalism or natural disaster;
- being the victim of an indictable criminal assault. For the avoidance of doubt, an indictable criminal assault inflicted by *you* or a *family member* is not a covered reason under this insurance; or
- *your* automobile having a mechanical breakdown which results in you being unable to attend the event.

## SECTION III. GENERAL LIMITATIONS, CONDITIONS AND EXCLUSIONS

*Your* insurance coverage is subject to the terms set out as follows in this document.

### General Conditions and Limitations

1. The entire non-refundable *ticket cost*, *registration cost* or the pro-rated cost of the *Season/Annual Pass* must be paid for by *you* and *you* must retain an original, valid receipt.
2. *You* must not be aware of any *illness* that would inhibit *your* ability to attend an event at the time the *registration* is purchased
3. *You* must not be aware of any material fact, matter, or circumstance at the time an *event ticket*, registration or *Season/Annual Pass* is purchased which is likely to give rise to a claim.
4. *You* shall employ all reasonably practicable measures to avoid or diminish any loss under this coverage.
5. All premiums, benefit maximums and benefit payments are stated in US dollars unless otherwise specified.
6. No agent or other person has authority to accept or make representations of information or alter, modify, or waive any of the provisions of this *Policy*.
7. *You* must submit claims to *Conifer Insurance Company* within 90 days of the date of loss. If applicable law provides for a longer period, *you* must submit *your* claim within the longer period provided for by law. For *your* claim to be valid, *you* must provide all the documents we require supporting *your* claim.
8. If *your event* tickets are covered under another *Policy* issued by *us* that provides the same or similar coverage, we will adjust *your* claim by applying the terms and conditions of the coverage that pays the most. The amount we pay will not exceed the total cost of the *registration* you purchased.
9. *We* shall void this *Policy* in the case of fraud or attempted fraud by *you* or if *you* conceal or misrepresent any circumstance or fact that is material to your claim. In this instance no *refund* of premium shall be made.
10. *You* must repay to us amounts paid or authorized for payment on *your* behalf, if we determine the amount is not payable under this insurance.
11. If *you* incur losses covered by this insurance because of a third party, *we* may take legal action against that party at *our* expense. *We* have full rights of subrogation. *You* agree to allow us to fully assert *our* right to subrogation and to cooperate fully with *us* by delivering such documents. *You* agree to do nothing that would prejudice *our* rights to recover funds from any source.

### GENERAL EXCLUSIONS

These exclusions apply to all benefits. This insurance provides no payment for any loss arising directly or indirectly out of or as a result of the following:

1. Pre-Existing Conditions:

- Any *injury* occurring to *you*, or *your family member* during the 90 days prior to and including your *effective date* of coverage;
  - Any *illness* occurring to *you*, or *your family member* during the 90 days prior to and including your *effective date* of coverage for which:
    - medical examination or treatment by a physician has been conducted, sought, or advised for existing symptoms that would cause a reasonable person to seek diagnosis, care or treatment;
    - or
    - you have an illness that require taking prescribed drugs or medicine;
2. Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane);
  3. Except as specifically provided for under Pregnancy and Adoption, routine pre-natal care, fertility treatments, elective abortion, complications of your pregnancy when they occur in the 9 weeks before or after the expected date of delivery;
  4. Mental, nervous or emotional disorders;
  5. Abuse of any medication or non-compliance with prescribed medical treatment or therapy;
  6. Any injury, accident, or illness occurring while you are under the influence of drugs or alcohol;
  7. Participation in or loss due to the following activities:
    - A. Hang-gliding
    - B. Ultra-light flying;
    - C. Scuba diving beyond 100 feet or specialized diving;
    - D. Heli-skiing or snowboarding, out-of-bounds or backcountry skiing or snowboarding, or backcountry snowmobiling;
    - E. Canoeing or kayaking, including white water;
    - F. Outdoor mountain climbing using technical equipment;
    - G. Skydiving, wingsuit flying, parachuting, skysurfing, or canopy piloting;
    - H. Motorized racing (e.g., car, motorcycle, motorboat, or snowmobile);
    - I. Bungee jumping; or
    - J. Competitive fight sports (e.g., mixed martial arts, boxing, Muay Thai, etc.) above the amateur level;
  8. War (whether declared or undeclared), acts of war, military duty, civil disorder or unrest; terrorism or act of terrorism (unless specifically covered);
  9. Nuclear reaction, radiation or radioactive contamination;
  10. Epidemic or pandemic;
  11. Biological or chemical *contamination*;

12. Seepage, pollution or *contamination*;
13. Financial collapse or default of any transport, tour or accommodation provider and/or any other service providers;
14. Any unlawful acts committed by *you* or *your family members* whether they are insured or not;
15. *Your* participation in civil disorder, riot or a criminal offense;
16. Prohibition, regulation or order by any government agency;
17. Cosmetic or any other elective surgery;
18. Organ harvesting surgery;
19. *Financial default*;
20. Cancellation due to lost or stolen tickets;
21. Natural disasters (unless as specifically covered);
22. *You*, after the *effective date*
  - A. making changes to personal plans;
  - B. having a business or contractual obligation;
  - C. rescheduling a prior appointment.
23. *any* expected or foreseeable *events*;
24. Any failure of a provider of travel related services to provide the bargained-for travel services or to refund money due to you;
25. *Your* travel to a country, region or city for which the United States government has issued a travel advisory in writing prior to *your departure date*;
26. *Your* travel for the purposes of securing medical treatment;
27. *Your* travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations;
28. Disruption of travel or any loss, serious *illness* or serious *injury* directly or indirectly caused by *cyber terrorism* or *cyberattack*; or
29. Disruption of travel or any loss, serious *illness* or serious *injury* directly or indirectly caused by an *C.B.R.N. incident*.

#### **SECTION IV. CLAIMS FILING PROCEDURES**

**IF YOU NEED TO FILE A CLAIM, PLEASE FILL OUT THE FORM [FOUND HERE](#).**

All benefits will be paid in US dollars unless otherwise stated.

This insurance will not pay for any interest.

#### **Information to Submit When Filing a Claim**

As a condition to the payment of benefits under this insurance, we will require certain information from you if you need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- Original unused *tickets*, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the *event* ticket or *season pass* cancellation.
- Proof of the *injury, illness* or hospitalization resulting in *your* missing the ticketed event. ■ Documentation of *refunds* received from the venue or promoter.
- Copy of the venue or promoter's literature that describes penalties.
- Documentation from the venue or promoter stating the non-refundable amounts of the ticket(s) costs.
- A copy of the death certificate in the event of a death.
- The completed claim form supplied to *you* by *us*.

**You must submit all claims to Conifer Insurance Company within 90 days from the date of loss. Failure to complete the required claim form in full will delay the assessment of your claim.**

## **SECTION V. ADDITIONAL POLICY CONDITIONS**

### **SUBROGATION**

"We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

**INSURANCE UNDER MORE THAN ONE COVERAGE** If more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

### **CHANGES IN POLICY**

This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

**EXAMINATION OF INSURED** The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

**LOSS PAYEE** In the event of loss or damage covered under this policy, payment shall be made directly to the Loss Payee as stated on your Declaration Page, as their interest may appear, as loss payee. Any loss payment made to the loss payee shall not exceed their insurable interest in the property insured under this policy. The rights and duties of the loss payee shall be subject to the terms and conditions of this policy.