



Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038
866-327-5818

Event Protection Insurance

INSURING AGREEMENT

Technology Insurance Company, Inc., herein referred to as the Company, will pay **you** the insurance benefits described in this policy. This policy and attached endorsement or riders, if any, are issued in consideration of payment of the initial premium. Please refer to the accompanying Confirmation of Coverage. It provides **you** with specific information about the plan **you** purchased. Please contact **us** immediately if **you** believe that the Confirmation of Coverage is incorrect.

RENEWAL CONDITIONS

This policy is issued for a single term, as stated in the Confirmation of Coverage, and is non-renewable.

FREE LOOK

If **you** are not satisfied with this policy, **you** have 72 hours from the Effective Date to request a full refund of any premiums paid, as long as **you** have not already used, transferred or resold **your ticket** or filed a claim. The policy will be cancelled as of the Purchase Date, as stated in the Confirmation of Coverage, and there will be no coverage afforded.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS

This policy is a legal contract. The entire contract consists of this policy; any endorsements or riders attached to it; and the Confirmation of Coverage. Bolded words are defined terms. Please see the Definitions section.

This policy is governed by the laws of the state of **your** primary residence.

Signed for the Company

Secretary

President



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Part I. EFFECTIVE DATE

Coverage begins at 12:01am at **your** location on the day after Purchase Date, indicated on the Confirmation of Coverage, provided that all applicable premium has been paid. **We** reserve the right to reject any requests.

Part II. TERMINATION DATE

Coverage ends upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the **event**, whichever is earliest.

Part III. DEFINITIONS

Active military duty means currently serving in the United States Armed Forces on a full-time basis. **Active military duty** includes reserve members that are called into active duty, this does not include foreseeable or routine duties.

Companion means a person who:

1. Possesses a **ticket** to the same **event(s)** or venue as **you**; and
2. Intends to use the **ticket** with **you**.

Coverage period means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date.

Epidemic means a fast-spreading, contagious, or infectious disease or **illness**, occurring in a designated place and time, as documented by a recognized public health authority (including but not limited to the CDC or similar agency).

Event means a scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).

Financial default means a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

Illness means a sickness, infirmity or disease that causes a loss that begins during a **coverage period**. **Illness** includes but not limited to testing positive for COVID and confirmed by a PCR or similar test completed by a medical facility.

Immediate family member means **your** spouse (by marriage, common-law, or civil union) or **your** domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings;



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grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; in-laws (father or mother), aunt, uncle, or first cousins.

Injury means bodily harm caused directly by an accident sustained during the coverage period, independent of all other causes.

Mechanical breakdown means a mechanical issue which prevents the vehicle from being driven. **Mechanical breakdown** does not include running out of gas or failure to perform routine maintenance.

Pandemic means an **epidemic** that has affected an unusually large number of people or involves an extensive geographic area, as documented by a recognized public health authority (including but not limited to the CDC or similar agency).

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A **physician** may not be **you**, a **companion**, or a **family member**.

Refund means any cash, credits, recoveries, reimbursements, or vouchers **you** receive or are entitled to receive.

Single-Day Ticket means an admission ticket to an event for a specific day and time.

Terrorist act means the unsanctioned and illegal use of force which causes destruction of property, **injury**, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal, as recognized by the U.S. State Department. **Terrorist acts** do not include general civil protest, unrest, rioting, or an act of war.

Ticket means a fee, including any service, handling, and parking fees, paid at the time of the original **event** purchase to attend an **event** on a specific day and time.

Travel carrier means a company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:

1. Rental vehicle companies;
2. Private, chartered, or non-commercial transportation carriers; or
3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, or other such carriers).

Uninhabitable means a natural disaster, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other accommodation unfit for use.

Urgent home repair means an immediate repair that, unless completed, is likely to result in severe damage.

We, Us or Our means Technology Insurance Company, Inc. and its agents.

Weather emergency means:

1. the local government or the National Weather Service issues an advisory against travel as a result of rain, snow or wind; or



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2. A "state of emergency" due to weather is declared by the federal, state or local government.

You or **your** means the person who has paid for the **event**, purchased the insurance, and will be participating or attending the **event** indicated on the Confirmation of Coverage.

Part IV. DESCRIPTION OF BENEFITS

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The benefits do not cover reasonably foreseeable conditions or occurrences on the date of purchase of this policy.

A. TICKET CANCELLATION PROTECTION

Ticket Cancellation Protection reimburses **you** if **you** are unable to use **your ticket(s)** due to one or more of the following covered reasons.

I. Sickness, Injury, Death

- Any serious **injury** or any unforeseeable serious **illness** (including but not limited to testing positive for COVID) occurring to **you** or a **companion** which results in **you** or a **companion** being unable to attend the **event** for which the **ticket** is purchased. **You** or the **companion** must be examined by a **physician** and the **physician** must advise **you** or the **companion** not to attend the **event**.
- Any serious **injury** or any unforeseeable serious **illness** occurring to **your immediate family member** that is considered life threatening or requiring hospitalization or which requires **you** to provide primary care to that person. **Your immediate family member** must be examined by a **physician**, resulting in **you** not being able to attend the **event**.
- **Your** death prior to the **event**.
- The death of a **family member** or companion within 30 days prior to the **event**.
- **You** or **your companion** have been advised by a **physician**, due to complications of pregnancy, that **You** or **your companion** are unable to attend the **event** for which the **ticket** is purchased. The advice to not attend the **event** by a **physician** must occur after the effective date of coverage.
- **You** will be attending an **immediate family member's** childbirth at the time the **event**.

II. Weather, Natural Disasters, Man-Made Disasters

- Severe weather conditions which result in **your** inability to attend the **event**. **You** must be unable to reach the **event** by car or **travel carrier**. 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 cancelled due to weather, **you** will not qualify for coverage under this peril.
- **You** are unable to attend the **event** due to a **weather emergency** within 24 hours of the **event** and the **event** is not cancelled by the venue.

III. Traveling to the Event

- **You** or a **companion** being directly involved in a traffic accident within 48 hours of the **event** that causes damage to **your** or a **companion's** vehicle which creates an immediate need for repair to ensure the safe operation of the vehicle.
- **Your** or a **companion's** automobile having a **mechanical breakdown** within 48 hours of the **event** which results in the vehicle being unable to be driven to the **event**.



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- **You, a companion, or an immediate family member**, are directly or indirectly involved in a traffic accident enroute to departure on a **travel carrier** resulting in missing transportation to the **event**, provided that the transportation was scheduled to depart no more than 48 hours prior to the **event**, and the **travel carrier** was unable to provide accommodations on later transportation which would arrive in time to attend the **event**.
- Theft of **your** automobile within 48 hours of the **event** that results in **your** inability to attend the **event**.

IV. Failure of Travel Carrier

- **You** or a **companion** not arriving at the venue due to a delay by the **travel carrier** used for transportation.
- Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours. A strike is foreseeable on the date labor union members vote to approve a strike.

V. Work Related

- **You, a companion, or an immediate family member**, who are on **active military duty**, having their personal time off status changed, except for disciplinary reasons, which prevents **you** from attending the **event**.
- **You** are required to travel for work-related purposes, which would not allow **you** to attend the **event**. To receive benefits, **you** must provide proof of the conflict that occurred after the Effective Date, in the form of a receipt for travel booked after the Effective Date. Self-employed workers, interns, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.
- **You** or **your** spouse are permanently relocated by **your** or **your** spouse's current employer to a location that is at least 100 miles from **your** primary residence.
- **You** or a **companion**, after having been with the same employer for at least 12 continuous months, are terminated or laid off, through no fault of **your** or a **companion's** own, after the effective date of coverage. Self-employed workers, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.
- Revocation of **your** previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- **Your** company is directly involved in a merger or acquisition. **You** must be an active employee of the company(ies) that is/are merging and **you** must be directly involved in such an event.
- **Your** business operations are interrupted by fire, flood, burglary, vandalism, product recall, **Bankruptcy, Natural Disaster, or financial Default**.
- **You** or a **companion** are required to take an academic or professional examination on a date that has been fixed after the Effective Date of coverage, and that date falls during the **event**.

VI. All Other

- **Your** home being made **uninhabitable** by fire, flood, burglary, vandalism, or natural disasters. This benefit applies only for the time that your home is actively undergoing the repair process.
- **You** are unable to attend the **event** because an unforeseeable **urgent home repair** is scheduled to occur within 12 hours of the **event** and **you** are required to be present during the repair.



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- **You** being required to serve on a jury or served with a court order or subpoena which requires **your** appearance in court on the day of the **event**, and which prevents **you** from attending the **event**. This covered reason does not apply if **you** are a legal professional acting in the capacity of that profession.
- **You** or a **companion's tickets** being stolen, provided that the venue or promoter cannot reissue stolen **tickets**.
- A **Terrorist act** that occurs within fifty (50) miles of the city of **your event** and within forty-five (45) days prior of **your event**.
- Bankruptcy and/or default of Your **travel carrier** which occurs more than ten (10) days following **your travel carrier**. Benefits will be paid due to **Bankruptcy** or **Default** of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow **you** to transfer to another airline in order to get to **your** intended destination.

What the Company will Pay

The Company will reimburse **you** the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Confirmation of Coverage.

Part V. GENERAL EXCLUSIONS

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. **You** are medically unable to attend the **event** at the time you purchase **your** ticket(s) or effective date;
2. intentionally self-inflicted harm, suicide or attempted suicide by **you, your companion, or family member**;
3. **You, your companion** are advised by a **physician** to not attend an event prior to the effective date of coverage.
4. mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto of **you, your companion or your family member**;
5. alcohol or substance abuse; or conditions or physical complications related thereto of **you, your companion or your family member**;
6. war (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or unrest;
7. operating or learning to operate any aircraft as pilot or crew;
8. nuclear reaction, radiation or radioactive contamination;
9. natural disasters (unless specifically covered in Part IV);
10. **terrorist acts** (unless specifically covered in Part IV);
11. **financial default** (unless specifically covered in Part IV);
12. epidemic or pandemic (unless specifically covered in Part IV);
13. pollution or threat of pollutant release;
14. any unlawful acts committed by **you, your companion or your family member**, whether they are insured or not;
15. **you, your companion**:
 - a. making changes to personal plans; or
 - b. having a business or contractual obligation (unless specifically covered).



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16. the **event** being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as covered herein;
17. prohibition or regulation by any government;
18. lost or stolen **tickets** (unless specifically covered); or
19. any expected or foreseeable occurrences.

This plan does not cover **you**:

1. if **you** give incorrect data or facts; or
2. if the loss is not submitted to **us** within 90 days from the date of loss, except as otherwise prohibited by law.

Part VI. CLAIMS PROVISIONS

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

NOTICE OF CLAIM: Written notice of claim must be given by either **you** or someone acting on **your** behalf (herein referred to as the "Claimant") to **our** designated representative or **us** within 30 days after a covered reason first begins or as soon as reasonably possible. Notice must include **your** name and the policy number.

CLAIM FORMS: When **our** designated representative or **we** receive a notice of claim, one of **us** will send **you** the forms to be used in filing proof of claim. If **our** designated representative or **we** do not send **you** these forms within 15 days, **you** can meet the Proof of Loss requirement by sending **our** designee or **us**, a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this policy.

PROOF OF LOSS: The claimant must send **our** designated representative or **us** written Proof of Loss within 90 days after a covered reason first begins, or in the time period otherwise allowed by applicable law.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid within 30 days from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

PAYMENT OF CLAIMS: Upon receipt of an acceptable written Proof of Loss, payments for all losses will be made to (or on behalf of, if applicable) **you**, if living, otherwise to **your** estate. If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property.

If the payee has no legal guardian for his property, **we** will make all payments in compliance with state law, except that a payment not exceeding the limits indicated on the Confirmation of Coverage, at **our** option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss. Any payment **we** make in good faith fully discharges liability to the extent of the payment made.



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Part VII. GENERAL PROVISIONS

CONFORMITY WITH STATE STATUTES: Any provision of this policy in conflict on its Effective Date with the laws of the state in which it is issued is amended to conform to the minimum requirements of such laws.

ENTIRE CONTRACT/CHANGES: This policy and any endorsements attached to it constitutes the entire contract between **you** and **us**. No change in this policy shall be valid unless approved by **us** and unless such change is endorsed or attached to this policy. No agent has authority to change this policy or to waive any of its provisions. **We** may also, upon 31 days written notice to **you**, change or modify the provisions of this policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation.

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 3 years from the time written Proof of Loss is required to be furnished, unless a longer period is required by law.

MISREPRESENTATION AND FRAUD: There is no coverage for benefits if **you**, a **companion**, or **immediate family member** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this policy or any claim.

OTHER INSURANCE WITH THIS COMPANY: For each **event**, **you** may be covered under only one policy with **us**. We will terminate the other policy and refund the premium paid.

TRANSFER: This policy and any endorsements attached may not be transferred to another individual.

SUBROGATION: To the extent **we** pay for a loss suffered by **you**, **we** will take over the rights and remedies **you** have relating to the loss. This is known as subrogation. **You** must help **us** to preserve **our** rights against those responsible for the loss. This may involve signing any papers and taking any other steps **we** may reasonably require. If **we** take over **your** rights, **you** (or **your** designated representative, if a minor) must sign an appropriate subrogation form supplied by **us**. **We** will not retain any payments until **you** have been made whole with regard to any claim payable under the policy. If **we** pay or reimburse **you** for a loss under this policy for which **we** believe a third party is liable and **you** recover payment from the third party, **you** must refund to **us** the lesser of the amount **we** paid or the amount equal to the sum received from the third party for such loss or expense.

WAIVER: **Our** failure to strictly enforce **our** rights under this policy at any time or under any circumstance shall not constitute a waiver of such rights by the **us** at any time under the same or different circumstances



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **CLAIMS PROVISIONS**, the **NOTICE OF CLAIM** provision is deleted in its entirety and replaced with the following:

NOTICE OF CLAIM: Written notice of claim must be given by either **you** or someone acting on **your** behalf (herein referred to as the "Claimant") to **our** designated representative or **us** within 30 days after a covered reason first begins or as soon as reasonably possible. Notice must include **your** name and the policy number. However, no claim will be denied based upon **your** failure to provide notice within such specified time, unless this failure operates to prejudice **our** rights.

Under **GENERAL PROVISIONS**, the **LEGAL ACTION, MISREPRESENTATION AND FRAUD** and provisions are deleted in their entirety and replaced with the following:

LEGAL ACTION: No action will be brought unless there has been compliance with the policy provisions and the action is started within 3 years after the breach of contract.

MISREPRESENTATION AND FRAUD: There is no coverage for benefits if **you**, a **companion** or **immediate family member** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this policy or any claim. This applies only if **we** would have not issued this policy if the true facts had been known to **us**.

ENTIRE CONTRACT/CHANGES: This policy and any endorsements attached to it constitutes the entire contract between **you** and **us**. No change in this policy shall be valid unless approved by **us** and unless such change is endorsed or attached to this policy. No agent has authority to change this policy or to waive any of its provisions. **We** may also, upon 31 days written notice to **you** via by first class mail to **your** last known address and obtain a certificate of mailing from the United States Postal Service or transmit the notice by electronic means, to **your** last known electronic address, modify the provisions of this policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation.

All other terms and conditions remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
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ARKANSAS AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 5 years from the time written Proof of Loss is required to be furnished.

All other terms and conditions remain unchanged.



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NOTICE TO CALIFORNIA POLICY APPLICANTS AND POLICYHOLDERS
FALSE OR FRAUDULENT INFORMATION

For your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusions 7 and 9 are deleted in their entirety and replaced with the following:

7. War (whether declared or undeclared), acts of war, civil disorder, or civil unrest;
9. Nuclear reaction or radiation;

Under **GENERAL EXCLUSIONS**, exclusions 11, 14 and 20 are deleted in their entirety.

Under **CLAIMS PROVISIONS**, the **PROOF OF LOSS**, **TIME OF PAYMENT OF CLAIMS** and **PAYMENT OF CLAIMS** provisions are deleted in their entirety and replaced with the following:

PROOF OF LOSS: The claimant must send **our** designated representative or **us** written Proof of Loss within 90 days after a covered reason first begins.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid within 20 days from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

PAYMENT OF CLAIMS: Upon receipt of an acceptable written proof of loss, payments for all losses will be made to (or on behalf of, if applicable) **you**, if living, otherwise to **your** estate. If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property.

If the payee has no legal guardian for his property, **we** will make all payments in compliance with state law.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss. Any payment **we** make in good faith fully discharges liability to the extent of the payment made.

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** and **MISREPRESENTATION AND FRAUD** provisions are deleted in their entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 5 years from the time written Proof of Loss is required to be furnished.

MISREPRESENTATION AND FRAUD: There is no coverage for benefits if **you**, a **companion** or **immediate family member** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to any claim filed on this policy.



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The following is added:

LOSS PAYMENT: Unless a claim has been paid by others, **we** will pay any loss or damage covered under this policy within sixty (60) days after **we** reach agreement with **you**, entry of a final judgment, or the filing of an appraisal award with **us**.

All other terms and conditions remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
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GEORGIA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, the following replaces exclusion 11:

11. **terrorist acts** (unless specifically covered in Part IV) or as defined in the Terrorism Risk Insurance Act (TRIA);

All other terms and conditions remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
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IDAHO AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **DESCRIPTION OF BENEFITS, A.V.** the third bullet point is deleted in its entirety and replaced with the following:

- [You or your spouse (by marriage, common law, or civil union) or your domestic partner are permanently relocated to a location that is at least 100 miles or more from your primary residence.]

Under **GENERAL EXCLUSIONS**, exclusion 11. **terrorist acts** (unless specifically covered in Part IV); is deleted in its entirety and all remaining exclusions shall be renumbered accordingly.

Under **GENERAL PROVISIONS**, the following is added:

Appeals:

You may appeal any decision made by us to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

All other terms and conditions remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
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ILLINOIS AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusion 11, **terrorist acts** (unless specifically covered in Part IV) is deleted in its entirety.

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 3 years from the time written Proof of Loss is required to be furnished. The 3-year period is extended for the number of days from the date Proof of Loss is filed until the date the claim is denied in whole or part.

All other terms and conditions remain unchanged.



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MASSACHUSETTS AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusion 17 is deleted in its entirety and replaced with the following:

17. the **event** being cancelled by the venue or promoter for any reason, unless covered herein;

All other terms and conditions remain unchanged.



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The following is added to **SECTION VIII – GENERAL PROVISIONS:**

COMPANY CONTACT INFORMATION:

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MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the “Act”), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the “Association”), the Association will pay claims covered under the Act if we become insolvent.

The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an organization or insured person of an insolvent insurer, if the organization or insured person has a net worth of more than \$25 million on the later of the end of the organization or insured person most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an organization or insured person net worth on such date shall be deemed to include the aggregate net worth of the organization or insured person and all of its affiliates as calculated on a consolidated basis. If the organization or insured person prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.
2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:
 - a. Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises;
 - b. Pay for any amount that has been awarded as punitive or exemplary damages; or
 - c. Return to an organization or insured person any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

All other terms and conditions remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **DEFINITIONS**, the following definitions are added:

Serious Illness means a health condition that involves inpatient hospital care, or a period of incapacity of more than three consecutive calendar days that involves treatment by a health care provider.

Serious Injury means a personal injury which results in death; dismemberment; significant disfigurement; a fracture; loss of a fetus; permanent loss of use of a body organ, member, function or system; permanent consequential limitation of use of a body organ or member; significant limitation of use of a body function or system; or a non-permanent injury preventing performance of daily activities for not less than 90 days within the 180 days immediately following the occurrence of the injury.

Under **GENERAL PROVISIONS**, the **CONFORMITY WITH STATE STATUTES** provision is deleted in its entirety and replaced with the following:

CONFORMITY WITH STATE STATUTES: When this policy's provisions are in conflict with the statutes of Montana, the provisions are amended to conform to such statutes.

The following is added under the **TABLE OF CONTENTS**:

NOTICE SECTION OF IMPORTANT PROVISION

Each section of the policy is important. Please read the entire policy carefully.

All other terms and conditions remain unchanged.



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NORTH DAKOTA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Part II. TERMINATION DATE is deleted in its entirety and replaced with the following:

Coverage ends at 12:01am upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the event, whichever is earliest.

All other terms and conditions remain unchanged.



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NEBRASKA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is deleted in its entirety and replaced with the following:

MISREPRESENTATION AND FRAUD: No misrepresentations or warranty made by **you, a companion** or **immediate family member** in the negotiation or application of this policy or contract of insurance shall defeat or void the policy or contract or affect **our** obligation under the policy or contract unless such misrepresentation or warranty:

1. Was material;
2. Was made knowingly with the intent to deceive;
3. Was relied and acted upon by **us**; and
4. Deceived **us** to its injury.

The breach of warranty or condition in any contract or policy of insurance shall not void the policy or allow **us** to avoid liability unless such breach exists at the time of loss and contributes to the loss.

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NEW HAMPSHIRE AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **CLAIM PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

Benefits for loss covered by this policy will be paid within 5 working days after settlement from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

Under **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is deleted in its entirety and replaced with the following:

There is no coverage for benefits if **you** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this policy or any claim.

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NEVADA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusion 11. **terrorist acts** (unless specifically covered in Part IV);
is deleted in its entirety and all remaining exclusions shall be renumbered accordingly.

All other terms and conditions remain unchanged.



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OKLAHOMA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Part II. TERMINATION DATE is deleted in its entirety and replaced with the following:

Coverage ends at 12:01am standard time upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the **event**, whichever is earliest.

The following is added:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NON-CANCELLATION: This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, **we** may cancel this insurance upon ten (10) days written notice to **you** at the mailing address shown in the Confirmation of Coverage.

All other terms and conditions remain unchanged.



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OREGON AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusion 6 is deleted in its entirety and replaced with the following:

6. illegal alcohol or substance abuse; or conditions or physical complications related thereto of **you, your companion or your family member**;

Under **GENERAL EXCLUSIONS**, exclusion 11 is deleted in its entirety.

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 2 years from the time written Proof of Loss is required to be furnished, unless a longer period is required by law.

All other terms and conditions remain unchanged.



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SOUTH CAROLINA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

FREE LOOK is deleted in its entirety and replaced with the following:

FREE LOOK: If **you** are not satisfied with this policy, **you** have 72 hours from the Effective Date to request a full refund of any premiums paid, as long as the **event** has not taken place; **you** have not already used, transferred or resold **your ticket**; and **you** have not filed a claim. The policy will be cancelled as of the Purchase Date, as stated in the Confirmation of Coverage, and there will be no coverage afforded.

RENEWAL CONDITIONS is deleted in its entirety and replaced with the following:

RENEWAL CONDITIONS: This policy is issued for a single term as stated in the Confirmation of Coverage and is nonrenewable. This serves as your notification that no renewal offer will be made.

All other terms and conditions remain unchanged.



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SOUTH DAKOTA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after 6 years from the time written Proof of Loss is required to be furnished.

All other terms and conditions remain unchanged.



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TEXAS AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **FREE LOOK**, the following is added:

We may not cancel this Policy solely because **you** are an elected official.

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought to recover on this policy within two years and one day from the date the cause of action first accrues.

Under **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is deleted in its entirety and replaced with the following:

MISREPRESENTATION AND FRAUD: There is no coverage for benefits if **you**, a **companion**, or **immediate family member** in the proof of loss, fraudulently misrepresented a fact material to **our** liability under the policy, which misled **us** and caused **us** to waive or lose a valid defense to the policy.

Under **CLAIM PROVISIONS, PROOF OF LOSS** is deleted in its entirety and replaced with the following:

PROOF OF LOSS: The claimant must send to **our** designated representative or **us** written Proof of Loss no later than 90 days beginning from the date that **our** designated representative or **we** request such proof of loss.

Under **CLAIM PROVISIONS, TIME OF PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

TIME PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid within five business days after **you** have been notified that payment of the claim will be made. However, if payment of **your** claim or part of **your** claim is conditioned on your compliance with any terms of this policy, **we** will make payment within five business days after **you** have complied with such terms.

The term "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

Under **CLAIM PROVISIONS, PAYMENT OF CLAIMS** the following is added:

Within fifteen days after **we** receive written notice of claim, **we** will:

1. Acknowledge receipt of the claim. If **we** do not acknowledge receipt of the claim in writing, **we** will keep a record of the date, method and content of the acknowledgement;



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2. Begin any investigation of the claim; and
3. Request information from **you**. **We** may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify you in writing as to whether:

1. The claim or part of the claim will be paid;
2. The claim or part of the claim has been denied, and inform **you** of the reasons for denial;
3. More information is necessary; or
4. If **we** need additional time to reach a decision. If **we** need additional time, **we** will inform **you** of the reasons for such need.

We will provide notification, as described above within (i) fifteen business days after **we** receive all requested information; or (ii) if **we** have notified **you** that additional time is needed to reach a decision, **we** must then either approve or deny the claim within forty-five days of such notice.

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VIRGINIA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusion 11 is deleted in its entirety and replaced with the following:

11. certified **terrorist acts** (unless specifically covered in Part IV);

The following is added:

NON-CANCELLATION: This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, **we** may cancel this insurance upon ten (10) days written notice to **you** at the mailing address shown in the Confirmation of Coverage.

All other terms and conditions remain unchanged.



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VERMONT AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL EXCLUSIONS**, exclusions 6, 13 and 20 are deleted in their entirety and replaced with the following:

- 6. illegal substance abuse; or conditions or physical complications related thereto of **you, your companion or your family member**;
- 13. epidemic or pandemic, if declared at the venue prior to the scheduled date of the **event** (unless specifically covered in Part IV);
- 20. this Plan does not provide coverage for **you, your companion** or a **family member** who commits or directs an act with the intent to cause a loss.

Under **GENERAL EXCLUSIONS**, exclusion 5 is deleted in its entirety.

Under **CLAIMS PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid within 10 days from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

Under **GENERAL PROVISIONS**, the **CONFORMITY WITH STATE STATUTES** provision is deleted in its entirety and replaced with the following:

CONFORMITY WITH STATE STATUTES: Any provision of this policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the Effective Date of this policy. All other terms and conditions remain unchanged.

All other terms and conditions remain unchanged.



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WEST VIRGINIA AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **CLAIMS PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid no later than fifteen (15) working days from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

All other terms and conditions remain unchanged.



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WYOMING AMENDATORY

This endorsement modifies insurance provided under the following:

EVENT PROTECTION INSURANCE POLICY

Under **GENERAL PROVISIONS**, the **LEGAL ACTION** provision is deleted in its entirety and replaced with the following:

LEGAL ACTION: No legal action may be brought after 4 years from the date of discovery.

All other terms and conditions remain unchanged.