### **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

Steph Clyan	Com A My
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.

**Season** means the period of time when the **season pass** is valid.

**Series Ticket** 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. A **series ticket** for a regular sporting season does not include post-season/play-offs unless indicated in the Letter of Confirmation.

**Season Pass** means an admission to a facility (such as an amusement park or recreational facility) which is valid for a Season or for a pre-determined period of time, but for no more than two years.

**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.

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**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
- 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.
  - Your 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.

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### 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 companions automobile having a mechanical breakdown within 48 hours of the event which results in the vehicle being unable to be driven to the event.
- 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.

### 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.

### 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.
- 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.

What the Company will Pay

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**Series Ticket Limits**: The Company will pay the non-refundable cost or the **series ticket** that is cancelled prior to the start of the first event in the series. The **series ticket(s)** must be surrendered at the time of the claim.

**Season Pass Limits**: The Company will pay the non-refundable cost or the **season pass** that is cancelled prior to the start of the Season. The **season pass** must be surrendered at the time of the claim.

### **B. TICKET INTERRUPTION PROTECTION**

Ticket Interruption Protection reimburses **you** if **you** are forced to leave an **event**, prior to the conclusion, due to one or more of the following covered reasons. The covered reason must occur after the start of the **event** in which you are attending and you must leave the **event**.

- 1. Your death.
- 2. The death of a **family member**.
- 3. The death of a companion.
- 4. Any serious **injury** or any unforeseen serious **illness** occurring to **you** or a **companion**. **You** or a **companion** must seek medical treatment within two hours of leaving the venue.
- 5. Any serious **injury** or any unforeseen serious **illness** occurring to **your immediate family member** that requires hospitalization. **Your immediate family member** must be examined by a **physician** within 2 hours of the interruption.
- 6. A fire or burglary at **your** or a **companion's** home.
- 7. A fire or burglary at **your** or a **companion's** place of work.

### What the Company will Pay

**Series Ticket Limits**: If **you** are unable to use **your series tickets** after the start of the series due to any of the unforeseen events shown above, **we** will reimburse **you** the pro-rated unused portion of the nonrefundable cost paid for a **series tickets**.

**Season Pass Limits**: If **you** are unable to use **your season pass** for at least 30 days, after the start of the **season** due to any of the unforeseen events shown above, **we** will reimburse **you** the pro-rated unused portion of the nonrefundable cost paid for a **season pass**.

### 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 able to attend the event at the time you purchase your ticket(s) or effective date;
- 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**;

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- 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).
- 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**.

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**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.

### 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** recoverpayment 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.

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**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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.

# 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.

# 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.

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**.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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);



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.ldaho.gov

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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;



# Technology Insurance Company, Inc. An AmTrust Financial Company

59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 [866-327-5818]

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

### **COMPANY CONTACT INFORMATION:**

TECHNOLOGY INSURANCE COMPANY, INC. 59 Maiden Lane, 43<sup>rd</sup> Floor New York, NY 10038 1-866-327-5818

### 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.



# 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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;



# Technology Insurance Company, Inc. An AmTrust Financial Company

59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 [866-327-5818]

- 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **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**.



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### 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.