

**Event Ticket Protector** SM

# CERTIFICATE OF INSURANCE

**Product ID: 001001873** 

# For Customer Service Call:

1-800-424-3396

# For Claim Information, Visit or Call:

www.EventTicketProtector.com

1-800-334-7525

Insurance benefits are underwritten by BCS Insurance Company. Plan administered by World Access Service Corp.

Access America is a Service mark and a division of World Access Service Corp.

#### CERTIFICATE OF INSURANCE

This Certificate of Coverage describes all of the Event Ticket Protector insurance benefits, underwritten by BCS Insurance Company and herein referred to as the Company. Please refer to the accompanying Letter of Confirmation. It provides You with specific information about the plan You purchased. Please contact Us immediately if You believe that the Letter of Confirmation is incorrect.

\*Indicates insurance coverage provided under a Master Policy issued by BCS Insurance Company.

Massachusetts Residents Only: This Certificate is governed by the laws of Massachusetts.

#### RENEWAL CONDITIONS

This Policy is issued for a single term as stated in the Letter of Confirmation and is non-renewable.

#### CERTIFICATE REVIEW PERIOD (FREE LOOK PERIOD)

Within 10 days of purchasing the plan, upon Your request We will process a full Refund of premium to You, as long as You have not already used Your ticket or filed a claim. No Refunds shall be paid to You after 10 days of purchasing the plan.

# PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

# PROGRAM FEATURES TABLE OF CONTENTS

Part I. Effective Date
Part II. Termination Date
Part III. Description of Benefits
Part IV. Exclusions and Limitations

Part V. Claims

Part VI. General Provisions

Part VII. Definitions

Signed for BCS Insurance Company, 2 MidAmerica Plaza Suite 200, Oakbrook Terrace, Illinois 60181

#### Part I. EFFECTIVE DATE

Your Coverage begins the day Your application is postmarked, telephone order is placed; or faxed or internet (electronic) order is received, provided that all applicable premium has been paid. The Company and We reserve the right to reject applications.

#### Part II.TERMINATION DATE

Coverage ends as follows:

- For Single-Day Tickets when the event takes place, the ticket has been used, or when You have filed a claim. whichever is earliest.
- 2. For Series Tickets when the last ticket has been used.

#### Part III. DESCRIPTION OF BENEFITS (what is covered)

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or events. The benefits do not cover conditions or events that, on the date of purchase; are either known to You or likely to occur.

# SINGLE-DAY TICKET CANCELLATION PROTECTION What is Covered

**Single-Day Ticket Cancellation Coverage** reimburses You if You are unable to use Your Single-Day Ticket due to one or more of the following Covered Reasons.

- Any serious Injury or any unforeseen serious Illness occurring to You or Your Companion which results in You being unable to attend the event for which the Single-Day Ticket is purchased. You or Your Companion must be examined by a Physician within 72 hours of the cancellation and the Physician must advise You or Your Companion not to attend the event.
- Any serious Injury or any unforeseen serious Illness occurring to Your Family Member which requires You to provide primary care to that person. Your Family Member must be examined by a Physician within 72 hours of the cancellation.
- Any serious Injury or any unforeseen serious Illness occurring to Your Family Member that is considered life threatening or requiring hospitalization. Your Family Member must be examined by a Physician within 72 hours of the cancellation.
- 4. Your death.
- 5. The death of a Family Member or a Companion on or within thirty (30) days prior to the event date.
- 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.
- 7. Your home being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
- 8. You or Your Companion being directly involved in a traffic Accident on the day of the event that causes either: 1) an Injury to You or Your Companion; or 2) damage to the automobile that creates an immediate need for repair to ensure the safe operation of the vehicle.
- You or Your Companion, who are on Active Military Duty having personal leave revoked, except for disciplinary reasons.
- 10. You or Your Companion, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of Your own, after Your effective date of coverage.
- 11. You or Your spouse are relocated by Your or Your spouse's current employer to a location that is at least 100 miles from Your primary residence.
- You or Your Companion not arriving at the venue due to a delay by the Common Carrier used for transportation.
- 13. Your or Your 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.
- 14. You or Your Companion are required to work during event.
- 15. Your place of work is made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

### What the Company will pay

The Company will pay the non-refundable Ticket Cost, less any Refunds, up to the limits specified on Your Letter of Confirmation.

# SERIES TICKET CANCELLATION AND INTERRUPTION PROTECTION

#### What is Covered

**Series Ticket Cancellation/Interruption Coverage** reimburses You if You are unable to use one or more of Your Series Tickets due to one or more of the following Covered Reasons.

 Any serious Injury or any unforeseen serious Illness occurring to You or Your Companion which results in You being unable to attend the event for which the Series Ticket is purchased. You or Your Companion

- must be examined by a Physician within 72 hours of the cancellation or interruption and the Physician must advise You or Your Companion not to attend the event.
- Any serious Injury or any unforeseen serious Illness occurring to Your Family Member which requires You to provide primary care to that person. Your Family Member must be examined by a Physician within 72 hours of the cancellation or interruption.
- Any serious Injury or any unforeseen serious Illness occurring to Your Family Member that is considered life threatening or requiring hospitalization. Your Family Member must be examined by a Physician within 72 hours of the cancellation or interruption.
- 4. Your death.
- 5. The death of a Family Member or Companion.
- You being required to serve on a jury, 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.
- 7. Your home being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
- 8. You or Your Companion being directly involved in a traffic Accident that causes either: 1) an Injury to You or Your Companion; or 2) damage to the automobile that creates an immediate need for repair to ensure the safe operation of the vehicle.
- You or Your Companion, who are on Active Military Duty having personal leave revoked, except for disciplinary reasons.
- 10. You or Your Companion, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of Your own, after Your effective date of coverage.
- 11. You or Your spouse are relocated by Your or Your spouse's current employer to a location that is at least 100 miles from Your primary residence.
- You or Your Companion not arriving at the venue due to delay by the Common Carrier used for transportation.
- 13. Your or Your 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.
- You or Your Companion are required to work during event.
- 15. Your place of work being is made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

#### What the Company will pay

The Company will pay the non-refundable Ticket Cost, less any Refunds, up to the limits specified on Your Letter of Confirmation.

#### Part IV. EXCLUSIONS AND LIMITATIONS

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

- 1. Pre-Existing Conditions;
- 2. Intentionally self-inflicted harm, suicide or attempted suicide by You;
- Normal pregnancy (unless specifically covered), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy of You, Your Companion or Your Family Member;
- Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of You, Your Companion or Your Family Member;
- Alcohol or substance abuse; or conditions or physical complications related thereto of You, Your Companion or Your Family Member;
- War (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or unrest:
- Operating or learning to operate any aircraft as pilot or crew:
- 8. Nuclear reaction, radiation or radioactive contamination;
- 9. Natural disasters (unless as specifically covered):
- 10. Terrorism:
- 11. Financial Default:
- 12. Epidemic or Pandemic;
- 13. Pollution or threat of pollutant release;
- Any unlawful acts committed by You, Family Members, or Your Companions, whether they are insured or not;
- You or Your Companion: a) making changes to personal plans or b) having a business or contractual obligation;
- 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; or
- 18. Any expected or foreseeable events.

### This plan does not cover You:

- 1. If You give incorrect data or facts; or
- If the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law.

Maximum Limit of Liability: All limits are applied per ticket. The Company's maximum limit of liability resulting from the same occurrence will be \$5,000,000 under all World Access Programs. The Company will pay no more than \$500,000 per occurrence, under the World Access Programs, to or on account of any person insured under the World Access Programs.

#### **Coverage for Pre-Existing Conditions**

The Company and We will cover claims due to Pre-existing Conditions provided:

- The insurance was purchased within fourteen (14) calendar days of the ticket purchase;
- The amount of coverage purchased equals the Ticket Cost:
- On the date of purchase of insurance, You were medically able to use the tickets and You had not filed a claim for cancellation due to a pre-existing illness within 120 days prior to the purchase of insurance; and
- 4. The Ticket Cost is less than \$10,000.

If You do not meet the above criteria, You may still be covered for Cancellation or Interruption caused by reasons other than those related to the Pre-existing Condition.

## Part V. CLAIMS

### **Claim Filing**

- A claim must be made within 72 hours of a Covered Reason occurring or as soon as reasonably possible.
- 2. Visit www.EventTicketProtector.com
- 3. Contact the claims center at 1-800-334-7525.
- Within ninety (90) days of Our request You or Your representative must provide any requested proof of loss.

#### **Payment of Claims**

1. All claims shall be made in US Dollars.

#### Part VI. GENERAL PROVISIONS

- 1. All information in this Certificate with regard to the insurance benefits is subject to the terms and conditions of the Master Policy underwritten by BCS Insurance Company.
- 2. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire

- claim to World Access Service Corp. No action in any form can be brought after three years from the date Your claim was submitted to World Access Services Corp.
- No agent or other person has authority to accept or make representations or information or alter, modify or waive any of the provisions of this certificate.
- Claims must be submitted to World Access Service Corp. within 90 days from date of loss, except as otherwise prohibited by law.
- 5. In the event that You are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust Your claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate coverage will be Refunded.
- All benefits payable will be paid to You or, if applicable, to Your estate.
- 7. Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.
- You have a duty to make all reasonable efforts to minimize losses from any insured benefit or Covered Service.

Assignment: You may assign Your interest under the Master Policy by giving Us written notice of such assignment. The assignment will not be effective until We receive the written notice. Neither the Company nor We assume any responsibility for the validity of any assignment.

**Subrogation**: The Company or We have the right to recover any payments We have made from anyone who may be responsible for the loss. You and/or any person to whom We make a payment must sign any papers and do whatever is necessary to transfer this right to Us. You and/or any person to whom We make a payment agree(s) to cooperate with Us and to do nothing after the loss that will adversely affect Our rights or those of the Company.

**Recovery**: Upon settlement of a claim, You give up all rights to any unused portion of the ticket. The Company or We have the right to take ownership of the unused ticket and if requested You agree to surrender the ticket to Us or to take the necessary actions to transfer this right to Us.

Physical Examinations and Autopsy: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company may also require an autopsy in the case of death, where it is not forbidden by law. The Company will bear all costs for these.

#### Part VII. DEFINITIONS

Accident means an unexpected, unintended, unforeseeable event causing Injury.

**Active Military Duty** means serving in the United States Armed Forces on a full-time basis.

**Common Carrier** means an entity licensed to carry passengers for hire by air. Common Carrier does not mean a vehicle rental company; intra-urban Amtrak rail service; nor commuter rail or subway service.

**Companion** means a person who: (a) purchases a ticket to the same event(s) or venue as You; and (b) intends to use the ticket with You. A Companion must purchase his or her ticket within 20 days of You purchasing Your ticket.

**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 in an area as documented by a recognized public health authority.

Family Member means spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; sibling; grandparent or grandchild(ren); step-parent; stepchild; or stepsibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward; an employed caregiver who lives with You; or a person with whom You have lived for 12 continuous months prior to the coverage effective date.

**Felonious Assault** is an act of violence against You or Your Companion requiring medical treatment in a Hospital.

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

**Hospital** means a licensed institution that is run mainly for the care and treatment of sick or injured persons as inpatients. Hospital does not mean a nursing home, convalescent facility, or long-term care facility.

**Illness** means a sickness, infirmity or disease that causes a loss that begins during a Coverage Period and is not a Pre-existing Condition.

**Injury** means bodily Injury caused by an Accident or Felonious Assault, directly and independently of all other causes and sustained on or after the effective date of this

coverage and before the termination date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**Normal Pregnancy** or **Childbirth** means a pregnancy or childbirth that is free of complications.

**Pandemic** means an Epidemic that is expected to affect an unusually large number of people or involves an extensive geographic area.

**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 a Family Member.

### Pre-existing Conditions means:

- any injury occurring to You, Your Companion, or Your Family Member prior to and including the effective date of Your insurance; and
- any illness occurring to You, Your Companion, or Your Family Member during the 120 days prior to and including the effective date of Your insurance for which:

   a) medical examination or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment; or b) require taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

#### Refund means:

- 1. Cash returned to You by the supplier;
- Any credit or voucher for future events You receive or are entitled to receive from the supplier; or
- Any credits, recoveries or reimbursements You receive or are entitled to receive from Your employer, another insurance company, a credit card issuer or any other institution.

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

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.

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

**Terrorism** means the use of force that caused destruction of property, Injury, or death by an individual or group for the purpose of achieving a political, ethnic, or religious goal or result. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

**We**, **Us** or **Our** means World Access Service Corp. **You** or **Your** refers to all persons listed on the Letter of Confirmation under the plan purchased.

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