

# StarNet Insurance Company

Wilmington, Delaware  
Administrative Office:  
2445 Kuser Road, Suite 201  
Hamilton Square, NJ 08690



## INDIVIDUAL EVENT TICKET CANCELLATION POLICY

Subject to payment of the premium due, We have issued this Policy to the Policyholder (herein referenced as “You,” “Your,” and “Yours”).

This Policy is a legal contract between the You and StarNet Insurance Company (herein referenced as “the Company,” or “We”, “Us”, and “Our”). It is important that You READ THIS POLICY CAREFULLY.

Subject to this Policy’s provisions, terms, limitations, and exclusions, We agree to provide You with the benefits described in this Policy in consideration of Your application and the payment of the premium due.

**TEN DAY RIGHT TO EXAMINE POLICY:** If You are not satisfied with this Policy, You have ten days from the initial effective date to return it to Us, or a licensed agent of Ours, for a full refund of any premiums paid as long as You have not already used Your Ticket or filed a claim. The Policy will be cancelled.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:

President

Secretary

**RENEWAL CONDITIONS:** This Policy is issued for a single term as stated in the Schedule of Benefits and is non-renewable.

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## SCHEDULE OF BENEFITS

See separate summary of benefits document.

Policyholder: \_\_\_\_\_

Policyholder Address: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Effective Date (Date of Ticket Purchase): \_\_\_\_\_

Premium: \$ \_\_\_\_\_

Event Ticket Date(s): \_\_\_\_\_

Number of Tickets Purchased: \_\_\_\_\_

BENEFIT:	LIMIT:
Event Ticket Cancellation	Ticket Price, Up to \$5,000, including applicable processing fees & taxes*

\* Up to the lesser of the Event Ticket Cost paid or the Event Ticket Cancellation Benefit Limit stated.

### WHEN THIS POLICY BEGINS AND ENDS

Your Coverage begins at 12:01 A.M. local time at Your location on the day Your application and internet (electronic) order is received, provided that all applicable premium has been paid.

Your Coverage, as selected on Your application, will end as follows:

- For Single-Day Tickets Coverage, Your Coverage will end on the earliest of the following dates:
  - a. When the Event takes place;
  - b. When the Ticket is no longer valid;
  - c. When the Ticket has been used; or
  - d. When You have filed a claim.
- For Series Tickets Coverage, Your Coverage will end when the last Ticket has been used or is no longer valid.
- For Season/Annual Passes Coverage, Your Coverage will end at midnight thirty (30) days prior to the expiration of the Season/Annual Pass.

### 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, or on land or water. Common Carrier does not include vehicle rental companies; intra-urban rail service; commuter rail or subway service.

**Coverage Period** means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date. The Coverage Period is shown in the Schedule of Benefits.

**Epidemic** means an outbreak of contagious disease that spreads rapidly and widely and that is identified as an epidemic by the Centers for Disease Control and Prevention (CDC).

**Event** means an entertainment, theatrical or recreational event for which a Ticket is purchased.

**Family Member** means a Ticketholder's Spouse, a Ticketholder's Spouse's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**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 begins during the Policy Term, that causes a loss covered by the Policy, and that is not a Pre-existing Condition.

**Immediate Family Member** means a Ticketholder's Spouse, parent, natural or adopted child, foster child, step-child, children-in-law, grandparent, grandchild(ren) or ward.

**Injury** means bodily injury caused by an Accident, 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.

**Natural Disaster** means flood, fire, hurricane, tornado, earthquake, tsunami, volcanic eruption, blizzard or avalanche that is due to natural causes.

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

**Pandemic** means an Epidemic over a wide geographic area that affects a large portion of the population.

**Physician** means a licensed medical practitioner who is practicing within the scope of his or her license and who is licensed to prescribe and administer medication and to perform surgery that is appropriate for the condition and locality. A Physician does not include someone residing in Your home, an Immediate Family Member, or Your in-laws (parent, son, daughter, brother or sister), aunt, uncle, niece, nephew, or legal guardian.

**Policyholder** means the person:

1. To whom this Policy is issued; and
2. Who has incidence of ownership under this Policy.

**Pre-existing Conditions** means an Injury or Sickness of a Ticketholder or Ticketholder's Family Member within the 90-day period immediately preceding the Policyholder's Policy Effective Date:

1. For which medical advice, diagnosis, care, or treatment was recommended or received by a Physician; or
2. That required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

**Refund** means:

1. Cash returned to You by the supplier;
2. Any credit or voucher for future events You receive or are entitled to receive from the supplier; or
3. 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.

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

**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 Schedule of Benefits.

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

**Spouse** means a Ticketholder's lawful spouse as defined by state law and includes civil unions and domestic partners.

**Ticket** means a ticket issued on paper or electronically to an entertainment, theatrical or recreation Event and paid for in full by You.

**Ticketholder** means You or a person who receives a Ticket to attend an Event from You.

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

**We, Us or Our** means StarNet Insurance Company.

**You, Your, or Yours** means the Policyholder.

### **DESCRIPTION OF BENEFITS**

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or events. The following conditions apply:

1. The entire cost of the nonrefundable Ticket must be paid for by You and You must retain an original, valid receipt.
2. You must not be aware of any Ticketholder's Illness at the time a Ticket is purchased that would inhibit the Ticketholder's ability to attend an Event.
3. You must not be aware of any material fact, matter or circumstance at the time a Ticket is purchased which is likely to give rise to a claim.
4. You shall use due diligence, and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this coverage.

### **SINGLE-DAY TICKET CANCELLATION**

If selected on Your application, Single-Day Ticket Cancellation Coverage reimburses You if a Ticketholder is unable to use their Single-Day Ticket due to one or more of the following Covered Reasons.

1. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder which results in a Ticketholder being unable to attend the Event for which the Single-Day Ticket is purchased. The Ticketholder must be examined by a Physician within 72 hours of the cancellation and the Physician must advise the Ticketholder not to attend the Event.
2. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member which requires the Ticketholder to provide primary care to that person. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.
3. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member that is considered life threatening or requiring hospitalization. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.
4. A Ticketholder's death.
5. The death of a Ticketholder's Family Member.
6. A Ticketholder being directly involved in a traffic Accident on the day of the Event that causes damage to a Ticketholder's vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle.
7. A Ticketholder, who is on Active Military Duty having personal leave revoked, except for disciplinary reasons.
8. A Ticketholder being directly or indirectly involved in a traffic accident en route to a departure on a Common Carrier resulting in the Ticketholder missing transportation to the Event, provided that the transportation was scheduled to depart no more than 48 hours prior to the Event, and the Common Carrier was unable to accommodate them on later transportation which would arrive in time to attend the Event.
9. A Ticketholder not arriving at the venue due to a delay by the Common Carrier used for transportation.

**Benefits payable:** We will pay You the Ticket Cost of a nonrefundable, unused Ticket, less any Refunds, in the event the Ticketholder is unable to attend an Event due to one or more of the Covered Reasons listed above.

### **SERIES TICKET CANCELLATION**

If selected on Your application, Series Ticket Cancellation Coverage reimburses You if a Ticketholder is unable to use one or more of their Series Tickets due to one or more of the following Covered Reasons.

1. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder which results in them being unable to attend the Event for which the Series Ticket is purchased. The Ticketholder must be examined by a Physician within 72 hours of the cancellation and the Physician must advise them not to attend the Event.
2. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member which requires them to provide primary care to that person. A Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.
3. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member that is considered life threatening or requiring hospitalization. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.
4. A Ticketholder's death.
5. The death of a Ticketholder's Family Member.
6. A Ticketholder being directly involved in a traffic Accident that causes damage to a Ticketholder's vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle.
7. A Ticketholder, who is on Active Military Duty having personal leave revoked, except for disciplinary reasons.
8. A Ticketholder being directly or indirectly involved in a traffic accident en route to a departure on a Common Carrier resulting in the Ticketholder missing transportation to the Event, provided that the transportation was scheduled to depart no more than 48 hours prior to the Event, and the Common Carrier was unable to accommodate them on later transportation which would arrive in time to attend the Event.
9. A Ticketholder not arriving at the venue due to delay by the Common Carrier used for transportation.

**Benefits payable:** We will pay You the pro-rated Ticket Cost of the unused portion of the Series Ticket, less any Refunds, in the event the Ticketholder is unable to use one or more of their Series Tickets due to one or more of the Covered Reasons listed above.

### **SEASON/ANNUAL PASS CANCELLATION**

If selected on Your application, Season/Annual Pass Cancellation Coverage reimburses You if a Ticketholder is unable to use their Season/Annual Pass for at least thirty (30) consecutive days due to one or more of the following Covered Reasons.

1. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder which results in their being unable to use the Season/Annual Pass for at least thirty (30) consecutive days. The Ticketholder must be examined by a Physician within 72 hours of the cancellation and the Physician must advise them not to use the Season/Annual Pass.
2. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member which requires them to provide primary care to that person for at least thirty (30) consecutive days. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.
3. Any serious Injury or any unforeseen serious Illness occurring to a Ticketholder's Family Member that is considered life threatening or requiring hospitalization for at least thirty (30) consecutive days. The Ticketholder's Family Member must be examined by a Physician within 72 hours of the cancellation.

4. A Ticketholder's death.
5. A Ticketholder, who is on Active Military Duty having personal leave revoked, except for disciplinary reasons.

**Benefits payable:** We will pay You the pro-rated Ticket Cost of the unused portion of the Season/Annual Pass, less any Refunds, in the event the Ticketholder is unable to use their Season/Annual Pass for at least thirty (30) consecutive days due to one or more of the Covered Reasons listed above. For Season/Annual Passes which are valid for a fixed calendar period, reimbursement will be calculated based on the first day of the Season, regardless of the actual date You purchased the Season/Annual Pass.

#### **GENERAL EXCLUSIONS**

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 a Ticketholder;
3. Normal Pregnancy (unless specifically covered), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy of a Ticketholder or a Ticketholder's Family Member;
4. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of a Ticketholder or a Ticketholder's Family Member;
5. Alcohol or substance abuse; or conditions or physical complications related thereto of a Ticketholder or a Ticketholder's 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 as specifically covered);
10. Terrorism;
11. Financial Default;
12. Epidemic or Pandemic;
13. Pollution or threat of pollutant release;
14. Any unlawful acts committed by a Ticketholder or Family Members, whether they are insured or not;
15. A Ticketholder: a) making changes to personal plans or b) having a business or contractual obligation unless as covered herein;
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;
19. Dental treatment except as a result of an Accidental Injury to sound natural teeth;

20. Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; racing by horse, motor vehicle, or motorcycle; bungee cord jumping; deep sea diving; spelunking or caving; heli-skiing; extreme skiing; rock climbing;
21. Participation as a professional athlete;
22. Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces;
23. Participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
24. Accidental Injury or Sickness when traveling against the advice of a Physician;
25. Venereal disease or syphilis or other sexually transmitted disease;
26. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen;
27. Your participation in civil disorder, riot or a felony; or
28. Any expected or foreseeable events.

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 Covered Reason, except as specified in the Proof of Loss provision.

### **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 the claimant (either You or someone acting on Your behalf) to Our designated representative or Us within 20 days after a Covered Reason first begins or as soon as reasonably possible. Notice must include Your name and the Policy number. Notice must be sent to Our administrative office or to Our authorized designee.

**CLAIM FORMS:** When We receive a notice of claim, We 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 Us or Our designee 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 (either You or someone acting on Your behalf) must send Our designated representative or Us written Proof of Loss within 90 days after a Covered Reason occurs or as soon as reasonably possible.

**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 due 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 \$3,000 may be made, 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.

## GENERAL POLICY 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, the Declarations, the application, and any riders or endorsements constitutes the entire contract between the Policyholder and the Company. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. The Company may also, upon 31 days written notice to the Policyholder, 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 three (3) years from the time written Proof of Loss is required to be furnished.

**MISREPRESENTATION AND FRAUD:** There is no coverage for benefits if a Ticketholder intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this Policy or any claim.

**MISSTATEMENT OF AGE:** If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age. We will refund all unearned premiums paid, less any benefits paid, if the misstated age at the time of application was outside the age limits for this Policy.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to request a physical examination and an autopsy in the event of death, unless the law forbids it. We will pay the cost of the physical examination and autopsy.

**OTHER INSURANCE WITH THIS COMPANY:** You may be covered under only one (1) Event Ticket Cancellation Policy with Us. If You are covered under more than one (1) such Policy, You may select the Policy that is to remain in effect. We will terminate the other policy and refund the pro-rata premium.

**SUBROGATION:** To the extent We pay for a loss suffered by a Ticketholder, We will take over the rights and remedies You have relating to the loss. This is known as subrogation. You, as the Policyholder, 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 a Ticketholder for a loss or losses under this Policy for which We believe a third party is liable and You or the Ticketholder recovers 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:** Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.