

## Protecht/Fanshield Event Registration Insurance

### Part I. 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**.

**Refundable period** means the time during which refunds are payable, beginning on the purchase date and ending on the event 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 is 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; 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 after your purchase and before the event for which you registered and/or purchased a ticket, 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 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 or participate in 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 [Name of Client Here].

**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, provincial or local government.

**You** or **your** means the person who has paid for the **event**, enrolled in the enhanced refund program, and will be participating or attending the **event**.

## **Part II. DESCRIPTION OF REFUND RIGHTS**

The following rights to a refund are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The refund rights do not cover reasonably foreseeable conditions or occurrences on or before the date of your purchase.

### **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 refund 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 your original date of purchase.

#### **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 canceled due to weather, you will not qualify for a refund for this reason.
- **You** are unable to attend the **event** due to a **weather emergency** within 24 hours of the **event** and the **event** is not canceled by the venue.

#### **III. Traveling to the Event**

- **You** 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**.

#### 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** or **your** spouse are permanently relocated by **you** or **your** spouse's current employer to a location that is at least 100 miles from **your** primary residence.

**What the Company will Pay.** The Company will reimburse **you** the non-refundable **ticket** cost, less any **refunds** from other sources, up to the limits specified in the documents provided to you upon purchase.

### Part III. GENERAL EXCLUSIONS

No refund 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** or **your companion** are advised by a **physician** to not attend an event prior to the date of your original purchase.
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 provided for elsewhere herein), 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 provided for elsewhere herein);
10. **terrorist acts** (unless specifically provided for elsewhere herein);
11. **financial default** (unless specifically provided for elsewhere herein);
12. epidemic or pandemic (unless specifically provided for elsewhere herein);
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 provided for elsewhere herein).
16. the **event** being canceled or delayed by the venue or promoter for any reason (including bad weather) unless as provided 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 provide a refund if **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 IV. REFUND REQUESTS**

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

**NOTICE OF REFUND REQUEST:** Written notice of refund request 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 refund reason first begins or within 30 days of the event date, whichever comes first.

**REFUND REQUEST FORMS:** When **our** designated representative or **we** receive a notice of a refund request, one of **us** will send **you** the forms to be used in filing proof of a refund request. 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 program.

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

**TIME OF PAYMENT OF REFUND REQUESTS:** Refunds under this program 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 REFUND REQUESTS:** 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.

**MISREPRESENTATION AND FRAUD:** There is no refund if **you**, a **companion**, or **immediate family member** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this program or any refund request.

**WAIVER:** **Our** failure to strictly enforce **our** rights under this program 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.