Urbandale, Iowa 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 and deemed void as if the Policy had not been issued.

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

Signed for the Company:

President

Kilip S. Welt

Secretary

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

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#### 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 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- b. When the Ticket is no longer valid;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.

#### 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.

**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, stepparent, 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:

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- 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 90day 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.

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

**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, covered under this Policy, 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 benefit is 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

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 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.
- 3. The death of a Ticketholder's Family Member.

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- 4. A Ticketholder, who is on Active Military Duty having personal leave revoked, except for disciplinary reasons.
- 5. 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.
- 6. 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.

**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, subject to the Overall Aggregate Limit of Liability.

#### **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;

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- 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

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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.

Urbandale, Iowa Administrative Office: 2445 Kuser Road, Suite 201 Hamilton Square, NJ 08690



**Registration Cancellation Endorsement** 

The Policy is hereby amended as follows:

1. The definition of Event under the DEFINITIONS section is amended to read as follows:

Event means a function or a series of functions, with specified dates, that a Ticketholder is scheduled to attend as a participant for which a Registration Fee has been paid.

2. The definition of Ticket under the DEFINITIONS section is amended to read as follows:

Ticket means the registration required to attend or participate in an Event.

The definition of Ticketholder under the DEFINITIONS section is amended to read as follows:

Ticketholder means the individual for whom a Registration Fee has been paid for a specific Event while covered under this Policy.

4. The definition of Ticket Cost under the DEFINITIONS section is amended to read as follows:

Ticket Cost means the total Registration Fee paid for an Event.

5. The following definition of Registration Fee is added to the DEFINITIONS section:

**Registration Fee** means a charge to attend or participate in an event such as sports, performing arts, camps, tournaments, conferences or other similar events.

- 6. Exclusion 20 under the GENERAL EXCLUSIONS section is amended to read as follows:
  - 20. Participating in 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;
- 7. Exclusion 23 is deleted in its entirety from the GENERAL EXCLUSIONS section.

All other terms and conditions of the Policy remain unchanged.

Signed for the Company:

President

Rilip S, We Secretary

Urbandale, Iowa Administrative Office: 2445 Kuser Road, Suite 201 Hamilton Square, NJ 08690



Alaska Amendatory Endorsement

The Policy is hereby amended as follows:

- I. The Aggregate Limit of Liability does not apply in the state of Alaska. Therefore, all references to Aggregate Limit of Liability are deleted in their entirety.
- II. The definition of Pre-existing Conditions under the DEFINITIONS section is deleted and replaced by the following:

**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.
- III. The first sentence of the GENERAL EXCLUSIONS section is amended to read as follows:

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

SI-25009AE-AK

## **Arkansas Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The Legal Action provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**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 five (5) years from the time written Proof of Loss is required to be furnished.

SI-25009AE-AR

## **California Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The following contact information is added to the face page:

Contact Information: If You have a complaint pertaining to this insurance, You may contact Us at:

Website: <u>SecureFee™ Description of Coverage</u> Email: <u>eventinsurance@april-usa.com</u> 866-232-0738

(Rev. 7.21.22)

If We fail to provide You with reasonable and adequate service, You can also contact the Consumer Services Division of the California Department of Insurance at:

California Department of Insurance Consumer Services Division 300 South Spring Street, South Tower Los Angeles, CA 90013 (800) 927 - HELP

SI-25009AE-CA

#### **Georgia Amendatory Endorsement**

The Policy is hereby amended as follows:

- I. Exclusion 10 under the GENERAL EXCLUSIONS section is deleted in its entirety.
- II. The Misstatement of Age Provision under The GENERAL POLICY PROVISIONS section is deleted in its entirety.

SI-25009AE-GA

#### **Illinois Amendatory Endorsement**

The Policy is hereby amended as follows:

- I. Exclusion 10, Terrorism under the EXCLUSIONS section is deleted in its entirety.
- II. The Conformity with State Statutes provision is deleted in its entirety from the GENERAL POLICY PROVISIONS section.
- III. The Entire Contract/Changes provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**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.

IV. The Legal Action provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**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. The three (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 in part.

V. The Physical Examination and Autopsy provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

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

VI. The Other Insurance With This Company provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

(Rev. 7.21.22)

**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 entire premium.

SI-25009AE-IL

#### Kansas Amendatory Endorsement

The Policy is hereby amended as follows:

I. The Aggregate Limit of Liability does not apply in the state of Kansas. Therefore, all references to Aggregate Limit of Liability are deleted in their entirety.

SI-25009AE-KS

#### Maine Amendatory Endorsement

The Policy is hereby amended as follows:

I. The Misstatement of Age provision under the GENERAL POLICY PROVISIONS section is deleted in its entirety.

SI-25009AE-ME

#### **Minnesota Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The Notice of Claim provision under the CLAIMS PROVISIONS section is amended to read as follows:

**NOTICE OF CLAIM:** 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.

II. The Time of Payment of Claims provision under the CLAIMS PROVISIONS section is amended to read as follows:

**TIME OF PAYMENT OF CLAIMS:** We will have 30 days from the date Our designated representative or We receive proper written proof of such loss acceptable to Us in which to review and either accept or deny a claim. If, within that 30 day period, a claim is approved, benefits for loss covered by this Policy will be paid within 5 business days from the date of approval.

III. The Subrogation provision under the GENERAL POLICY PROVISIONS section is amended to include the following language:

Our rights do not apply against any person insured under this or any other policy/coverage part We issue with respect to the same occurrence/loss if the loss/occurrence arose out of non-intentional acts of such persons.

SI-25009AE-MN

## Montana Amendatory Endorsement

The Policy is hereby amended as follows:

I. The definition of Illness under the DEFINITIONS section is amended to read as follows:

**Illness** means a sickness, infirmity, pregnancy or disease that begins during the Policy Term, that causes a loss covered by the Policy, and that is not a Pre-existing Condition.

- II. The definition of Normal Pregnancy or Childbirth is deleted in its entirety.
- III. Exclusion 3 is deleted in its entirety.
- IV. The Conformity with State Statutes provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**CONFORMITY WITH MONTANA STATUTES:** Any provision of this Policy in conflict on its effective date with Montana law is amended to conform to the minimum requirements of such laws.

SI-25009AE-MT

#### **Oklahoma Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The TEN DAY RIGHT TO EXAMINE POLICY provision located on the cover page is amended to read as follows:

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.

SI-25009AE-OK

## **Oregon Amendatory Endorsement**

The Policy is hereby amended as follows:

I. Exclusion 10 is deleted in its entirety from the GENERAL EXCLUSIONS section.

SI-25009AE-OR

## **South Dakota Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The Legal Action provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**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 six (6) years from the time written Proof of Loss is required to be furnished.

SI-25009AE-SD

## **Texas Amendatory Endorsement**

The Policy is hereby amended as follows:

I. The Time of Payment of Claims provision under the CLAIMS PROVISIONS section is amended to read as follows:

**TIME OF PAYMENT OF CLAIMS:** We will notify You in writing if We accept or reject Your claim no more than 15 business days after We receive all proof of loss acceptable to Us. If We accept the claim, payment will be made immediately upon receipt of due written proof of loss, as long as any outstanding conditions are met. If We reject the claim, We will tell You the reasons for the rejection. If We are unable to accept or reject the claim within 15 business days after We receive all proof of loss required, We will notify You within the 15 business day period and explain the reasons why We need additional time to investigate the claim. If We require additional time to investigate Your claim, We will notify You if We accept or reject the claim no later than 45 business days after We request additional time to investigate the claim. If we accept the claim, payment will be made within 5 business days after the notice is sent to You.

II. The Legal Action provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

**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 date the cause of action first accrues.

III. **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 that was material to any claim or risk relating to this Policy.

SI-25009AE-TX

# Virginia Amendatory Endorsement

The Policy is hereby amended as follows:

- I. Exclusion 10 under the GENERAL EXCLUSIONS section is deleted in its entirety.
- II. Exclusion 20 is amended to read as follows:
  - 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 (**Extreme Skiing** means skiing performed on long, steep (typically 45 to 60+ degrees, or grades of 100 to 170 percent) slopes in mountainous terrain.;

SI-25009AE-VA

## Washington Amendatory Endorsement

The Policy is hereby amended as follows:

- II. Exclusion 10 is deleted in its entirety from the GENERAL EXCLUSIONS section.
- III. The last paragraph of the GENERAL EXCLUSIONS section is amended to read as follows:

This plan does not cover You:

- 1. If You intentionally 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.

(Rev. 7.21.22)

IV. The Entire Contract/Changes provision under the GENERAL POLICY PROVISIONS section is amended to read as follows:

ENTIRE CONTRACT/CHANGES: This Policy, the Schedule/Summary of Benefits, 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.

SI-25009AE-WA

## Wyoming Amendatory Endorsement

The Policy is hereby amended as follows:

The Legal Action provision under the GENERAL POLICY PROVISIONS section is amended to read as follows: Ι.

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 four (4) years from the time written Proof of Loss is required to be furnished.

SI-25009AE-WY

All other terms and conditions of the Policy remain unchanged.

Signed for the Company:

President

(Rilip S.

Secretarv

Urbandale, Iowa Administrative Office: 2445 Kuser Road, Suite 201 Hamilton Square, NJ 08690

# REGISTRATION CANCELLATION APPLICATION

Purchaser Information
Name: See Summary of Benefits
Address:
Email Address: Daytime Telephone
Registration Information
Date Registration fee paid: See Summary of Benefits
Name of Event (if applicable): Date of Event:
Name of league/camp for Season coverage (if applicable): Season start date: Season end date (including playoffs): Number of rostered/registered participants (roster must be submitted to league):
Premium & Payment Information
Premium: \$ See Summary of Benefits
Choose your payment information (check one)
Credit Card: Visa MasterCard American Express
Credit Card Number: Payment Information Maintained by Stripe CVC/CCC:
Cardholder Name (as it appears on the credit card):
Credit Card Expiration Date:
I hereby request and authorize all insurance premiums for Registration Cancellation coverage to be deducted from the credit card listed above. I acknowledge that I am the owner or authorized signor on the credit card account and have full rights and privileges to use the account.
By signing below I acknowledge that certain benefits may not be payable due to Pre-existing Conditions or foreseeablility of loss at time of purchase.
<b>Fraud Notice</b> : Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (Fraud language varies by state, please see below)

SI-25001A-REG

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Electronic Signature on File Signature

Date

#### FRAUD NOTICE

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

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

A false statement in an application shall not bar the right to recovery under the Policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the Company.

**For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**For residents of Kansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

**For residents of Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For residents of Maine, Tennessee, Virginia and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FORPAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FORINSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.SI-25001A-REGPage 2 of 3

**For residents of New York;** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**For residents of Ohio and Oklahoma:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**For residents of Oregon:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For residents of Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

#### STARNET INSURANCE COMPANY

#### **PRIVACY NOTICE**

StarNet Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information").

#### Why We Collect and How We Use Information.

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

#### How We Collect Information.

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

#### Information We Disclose.

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

#### To Whom We Disclose Information.

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies , (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

#### How We Protect Information.

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

#### **Correction and Access to Information**.

Upon our receipt of your written request to us at StarNet Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

## **Requirements for Privacy Notice.**

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06836-2519

Revised: February 7, 2006