## **Event Ticket Protector**

Event Ticket Protector provides reimbursement for non-refundable *ticket costs* if *you* are unable to attend the scheduled event purchased through Ticketmaster due to a Covered Reason. Event Ticket Protector does not cover cancellation due to a personal change in plans.

Benefits per Insured	Benefit Maximums
Event Ticket Cancellation	Ticket Cost up to \$1,000
Lost or Stolen Ticket Replacement Coverage	Reissuing Fee up to \$1,000
Change Fee Coverage	Change Fee up to \$1,000

This insurance will provide you with coverage from the date you purchase Event Ticket Protector up to and including the date of the scheduled event. For complete information, please read the *Policy* of Insurance below.

## **Policy of Insurance**

This product is underwritten by CUMIS General Insurance Company (herein called "we", "us", "our"), a member of the Cooperators group of companies, and administered by Allianz Global Assistance. Allianz Global Assistance is a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd. AZGA Service Canada Inc. is a member of the Allianz Group. For purposes of the Insurance Companies Act (Canada), this document was issued in the course of CUMIS General Insurance Company's insurance business in Canada.

## IMPORTANT NOTICE- PLEASE READ CAREFULLY

We have issued this *Policy* of insurance to the person(s) named on the Declaration Page (herein called "*you*" or "*your*"). If *you* believe that the Declaration Page *we* sent *you* is incorrect, please contact *us* at:

#### 1-866-520-8837

This *Policy* and *your* Declaration Page describe *your* insurance and its terms and conditions, which may limit benefits and amounts payable to *you*. Please read the *Policy* carefully to understand the conditions of the coverage for which *you* have paid a premium.

This *Policy* contains a number of exclusions and limitations including a Pre-Existing Condition Exclusion, which may apply to a *medical condition* and/or symptoms that existed prior to *your* ticket purchase date.

## PLEASE READ YOUR POLICY OF INSURANCE CAREFULLY

## IF *YOU* NEED TO FILE A CLAIM, PLEASE CALL THIS NUMBER 1-866-520-8837 TOLL-FREE FROM CANADA AND THE UNITED STATES TO REQUEST A CLAIM FORM.

#### Please have the *Policy* Number (per your Declaration Page) for the representative when you call.

#### Right to Examine this Insurance

If you notify us that you are not completely satisfied with your purchased plan within 10 days of the date of issue of this *Policy* of Insurance as indicated on your Declaration Page, we will provide a full refund of premium as long as you have not used your ticket or have filed a claim. No refunds will be paid to you after 10 days of purchasing the *Policy* or after the date of the ticketed event.

#### This insurance is intended for sale to Canadian residents only.

Please note: Refund of premium is not applicable in any situation where a possible claim has already been incurred.

#### What risks are insured?

This insurance provides reimbursement for non-refundable *ticket costs* if *you* are unable to use *your* ticket due to one or more of the Covered Reasons. This *Policy* of Insurance is designed to protect *you* against situations or losses that result from sudden and unexpected conditions or events. These insurance benefits do not cover conditions or events that, on the date of purchase, are either known to *you* or likely to occur.

# In this *Policy,* certain terms have defined meanings. Those defined terms are as indicated on *your* Declaration Page, or as below in the section titled "Definitions", and appear throughout this *Policy* in italics.

#### Definitions

Accident/Accidental - a sudden, unexpected, unintended, unforeseeable external event, occurring during the *coverage period*, arising wholly from *accidental* means, which independently of any other cause, causes *injury*.

**Accidental Bodily Injury** - a bodily *injury* caused by an *accident* of external origin occurring during the *coverage period* and being the direct and independent cause of the loss.

**Allianz Global Assistance** - Allianz Global Assistance, *our* administrator for assistance and claims services under this *Policy*.

**Children** - unmarried persons who are dependent on *you* for support and are:

- Under 21 years of age; or
- under 26 years of age if a full-time student; or
- mentally or physically incapable of self-support and over 20 years of age and became so while eligible as a dependent child.

Companion - a person who:

- purchases a ticket to the same event(s) or venue as you; and
- intends to use the ticket with *you*.

**Contamination** - the *contamination* or poisoning of people by nuclear and/or chemical and/or biological substances, which causes *illness* and/or death.

**Coverage Period** - the time insurance is in effect, beginning on the *effective date* and ending on the *expiry date*.

**Effective Date** – *your* coverage will begin the day *your* telephone order is placed or internet (electronic) order is received, provided that all applicable premium has been paid.

**Emergency** - an unforeseen event that occurs during the *coverage period* and makes it necessary to receive immediate *treatment* from a licensed *physician* or to be hospitalized.

**Expiry Date** - the date on which *your* coverage ends under this insurance as shown on *your* Declaration Page.

**Family Member** - includes *your spouse*; parents; *children*, including *children* who are, or are in the process of becoming adopted; siblings; grandparents or grandchildren; step-parent; step-child; or step-sibling; in-laws (parent, son, daughter, brother or sister, grandparents); aunt; uncle; niece; nephew; legal guardian; or ward.

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

**Hospital** - an establishment that is licensed as a *hospital* and is operated for the care and *treatment* of *inpatients*, has a registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the *hospital*. *Hospital* does not mean any establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction *treatment* centre, convalescent, rest or nursing home, home for the aged, or health spa.

**Illness** - a sickness, infirmity or disease occurring during the *coverage period* that requires *emergency* medical care, which did not occur prior to the *effective date*.

**Immediate Family** - means *your spouse*; parent; child (including all natural or adopted children); *your* sibling; *your* step-parents, step-children, *your* grandparent or grandchild.

**Injury** - bodily *injury* occurring during the *coverage period*, resulting directly and independently of all other causes, from an *accident*.

**Inpatient** - a person treated as a registered bed patient in a *hospital* or other facility and for whom a room and board charge is made.

**Medical Condition** - an *accidental bodily injury* or sickness (or a condition related to that *accidental bodily injury* or sickness), including disease, acute psychosis and complications of pregnancy occurring within the first 31 weeks of pregnancy.

**Outpatient** - someone who receives *treatment* while not an *inpatient*.

**Physician** - a person (other than an insured) who is not related to the insured by blood or marriage who is licensed to prescribe drugs and administer medical *treatment* (within the scope of such license) at the location where the *treatment* is provided. A *physician* does not include a naturopath, a herbalist or a homeopath.

**Policy** - the entire *policy* of insurance document containing the terms and conditions of this insurance and issued to *you* by *us*.

**Prescription Drug** - a drug or medicine that can only be issued upon the prescription of a *physician* or licensed dentist and is dispensed by a licensed pharmacist.

**Professional** - engaged in a specified activity as *your* main paid occupation.

Refund – means:

- 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.

**Sanction** - any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulations.

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

**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 2 years.

**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 postseason/play-offs unless indicated on the Declaration Page.

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

Spouse - the person who is:

- legally married or in a legal civil union with you; or
- is living with *you* in a conjugal relationship and is publicly represented as *your spouse* or *your* domestic partner in the community in which *you* reside. *You* may only have 1 *spouse* for the purposes of this insurance.

**Stable** - any *medical condition* or related condition (including any heart condition or lung condition) for which all the following statements for that *medical condition* or related condition (including any heart or any lung condition) are true:

- there has been no new *treatment* or prescribed medication;
- there has been no change in *treatment* or change in prescribed medication (including the amount of medication to be taken, how often it is taken, the type of medication or change in *treatment* frequency or type);
- there has been no new symptom, more frequent symptom or more severe symptom;
- there have been no test results showing deterioration;
- there has been no hospitalization or referral to a specialist (made or recommended) or the result of further investigations has not yet been completed.

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

**Terrorism or Act of Terrorism** - an act including, but not limited to, the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**Treatment** – the medical advice, care and/or service provided by a *physician*. This includes, but is not limited to, diagnostic measures and *prescription drugs* (including pills and inhaled or injected medications). It does not include check-ups or cases where *you* have no specific symptoms.

**We, Us and Our** - refers to CUMIS General Insurance Company.

**You and Your** - refer to all persons listed on the Declaration Page under the plan purchased when the required insurance premium has been paid for that person, before the *effective date*.

## What Do You Need to Know?

#### When does your insurance start?

Your coverage will begin the day your telephone order is placed or your internet (electronic) order is received and all applicable premium has been paid.

#### When does your insurance end?

Your insurance 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.
- for **Series Tickets** when the last ticket has been used.

For **Season/Annual Passes** – at midnight 30 days prior to the expiration of the *Season/Annual Pass*.

#### **Description of Coverage**

#### Single-Day Ticket Cancellation

**Single-Day Ticket Cancellation Protection** reimburses *you* for the covered losses *you* incur when *you* are unable to use *your Single-Day Ticket* due to one or more of the following Covered Reasons.

#### **COVERED REASONS**

#### Medical Conditions and Death

Any serious *injury* or any unforeseen serious *illness* occurring to:

- you, or your companion. You or your companion must be examined by a physician within 48 hours of the cancellation and the physician must advise in writing that you or your companion not attend the scheduled event. In absence of a physician's note you must provide medical documentation, such as but not limited to medical records, to substantiate your claim;
- a *family member* that is life threatening or requiring hospitalization as an *inpatient*. Your family member must be examined by a *physician* within 48 hours of the cancellation; or
- a *family member* who is dependent upon *your* care. Your *family member* must be examined by a *physician* within 48 hours of the cancellation.

The death of *you*, a *family member* or a *companion*, which prevents *you* from attending the scheduled event, if the death occurs on or within 30 days prior to the scheduled event

#### **Pregnancy and Adoption**

The pregnancy of *you* or *your companion* if such a pregnancy:

- has been diagnosed after your ticket has been purchased, and the physician advises in writing that you or your companion not attend the scheduled event; or
- the legal adoption of a child by you or your companion, when the actual date the child is to be placed in your care is scheduled to take place during the event and this date was not known until after the ticket was purchased.

#### Terrorism

An *act of terrorism* committed by an organized terrorist group (recognized as such by the Canadian Government), occurring within 30 days in the city of *your* scheduled event.

#### **Employment and Occupation**

After your effective date of coverage you, or your companion, are unable to participate in or attend the event or activity for which the *single-day ticket* was purchased for as a result of:

- being terminated or laid off, through no fault of your own after having been with the same employer for at least 3 continuous years;
- you, or your spouse, being relocated by your or your spouse's current employer to a location that is at least 160 kilometres from your primary residence;
- being required to serve on a jury or served with a court order or subpoena, excluding law enforcement officers who are required to appear in court; or
- being summoned to duty in the case of reservists, active military, police or fire personnel.

#### Delays

You or your companion not arriving at the venue due to:

- a delay by the common carrier used for transportation;
- being directly or indirectly involved in a traffic accident en route to a common carrier departure resulting in you or your companion missing the scheduled transport to the event and the common carrier was unable to accommodate you or your companion on a later departure which would arrive in time to attend the event.

#### OTHER COVERED REASONS

The event is cancelled by the venue or promoter and the venue or promoter does not reschedule or offer a *refund*.

You or your companion, are unable to participate in or attend the event or activity for which the single-day ticket was purchased for due to:

- having *your* home made uninhabitable by flood, burglary, vandalism or natural disaster within 72 hours of the ticketed event;
- being the victim of an indictable criminal assault within 10 days prior to the scheduled event.

- An indictable criminal assault inflicted by you, a family member, companion or companion's family member is not a covered reason under this insurance; or
- your or your companion's automobile having a mechanical breakdown within 48 hours of the event which results in you being unable to attend the event.

#### **COVERED BENEFITS**

*We* will reimburse the non-refundable *ticket cost*, less any *refund* or the cost of any common carrier change fees up to \$1,000. Reimbursement will only be made for ticketed amounts insured through Ticketmaster.

#### **Series Ticket Cancellation**

Series Ticket Cancellation Protection reimburses *you* for the covered losses *you* incur when *you* are unable to use 1 or more of *your Series Tickets* due to 1 or more of the following Covered Reasons.

#### **COVERED REASONS**

#### Medical Conditions and Death

Any serious *injury* or any unforeseen serious *illness* occurring to:

- you, or your companion. You or your companion must be examined by a physician within 48 hours of the cancellation(s) and the physician must advise in writing that you or your companion not attend the scheduled event(s). In absence of a physician's note you must provide medical documentation, such as but not limited to medical records, to substantiate your claim;
- a *family member* that is life threatening or requiring hospitalization as an *inpatient*. Your *family member* must be examined by a *physician* within 48 hours of the cancellation; or
- a *family member* who is dependent upon *your* care. Your *family member* must be examined by a *physician* within 48 hours of the cancellation.

The death of *you*, a *family member* or a *companion*, which prevents *you* from attending the scheduled event(s), if the death occurs on or within 30 days prior to the scheduled event.

#### **Pregnancy and Adoption**

The pregnancy of *you* or *your companion* if such a pregnancy:

 has been diagnosed after your ticket(s) has been purchased, and your physician advises in writing that you not attend the series event; or  the legal adoption of a child by you or your companion, when the actual date the child is to be placed in your care is scheduled to take place during the series event and this date was not known until after the ticket(s) was purchased.

#### Terrorism

An *act of terrorism* committed by an organized terrorist group (recognized as such by the Canadian Government), occurring within 30 days in the city of *your* series event.

#### **Employment and Occupation**

After your effective date of coverage you, or your companion, are unable to participate in or attend one or more of the events or activities for which the series ticket was purchased for as a result of:

- being terminated or laid off, through no fault of *your* own after having been with the same employer for at least 3 continuous years;
- you or your spouse being relocated by your or your spouse's current employer to a location that is at least 160 kilometres from your primary residence;
- being required to serve on a jury or served with a court order or subpoena, excluding law enforcement officers who are required to appear in court; or
- being summoned to duty in the case of reservists, active military, police or fire personnel.

#### Delays

You or your companion not arriving at the venue due to:

- a delay by the common carrier used for transportation;
- being directly or indirectly involved in a traffic accident en route to a common carrier departure resulting in you or your companion missing the scheduled transport to the event and the common carrier was unable to accommodate you or your companion on a later departure which would arrive in time to attend the event.

#### **OTHER COVERED REASONS**

The series event is cancelled by the venue or promoter and the venue or promoter does not reschedule or offer a *refund*.

You or your companion, are unable to participate in or attend one or more of the events or activities for which the series ticket was purchased for due to:

- having *your* home made uninhabitable by flood, burglary, vandalism or natural disaster within 72 hours of the ticketed event;
- being the victim of an indictable criminal assault within 10 days prior to the series event. An indictable criminal assault inflicted by you, a family member, companion or companion's family member is not a covered reason under this insurance; or
- your or your companion's automobile having a mechanical breakdown within 48 hours of the event which results in you being unable to attend the event.

#### **COVERED BENEFITS**

We will reimburse the non-refundable *ticket cost* less any *refund*, or the cost of any common carrier change fees up to an overall benefit maximum of \$1,000 per series package.

Reimbursement will only be made for ticketed amounts insured through Ticketmaster.

#### **Season/Annual Pass Cancellation**

**Season/Annual Pass Cancellation Protection** reimburses you for the covered losses you incur when you are unable to use your Season/Annual Pass for at least 30 consecutive days due to one or more of the following Covered Reasons.

#### **COVERED REASONS**

#### **Medical Conditions and Death**

Any serious *injury* or any unforeseen serious *illness* occurring to:

- you, or your companion, which results in your being unable to use the Season/Annual Pass for at least 30 consecutive days. You or your companion must be examined by a physician within 48 hours of the cancellation and the physician must advise in writing that you or your companion not participate in or attend the event or activities that the Season/Annual Pass was purchased for;
- a *family member* that is life threatening or requiring hospitalization as an *inpatient* for at least 30 consecutive days. Your *family member* must be examined by a *physician* within 48 hours of the cancellation; or
- a *family member* which requires *you* to provide primary care to that person for at least 30 consecutive days. *Your family member* must be examined by a *physician* within 48 hours of the cancellation.

The death of *you* or a *companion*, which prevents *you* from participating in or attending the event or activities for which the Season/Annual Pass was purchased for at least 30 consecutive days.

#### **Pregnancy and Adoption**

The pregnancy of *you* or *your companion* if such pregnancy:

- is diagnosed after your pass was purchased, and your physician advises in writing that you not participate in or attend the event or activities for which the Season/Annual Pass was purchased for at least 30 consecutive days; or
- the legal adoption of a child by you or your companion, when the actual date the child is to be placed in your care was not known until after the pass was purchased, and you will not be able to participate in or attend the event or activities for which the Season/Annual Pass was purchased for at least 30 consecutive days.

#### Terrorism

An *act of terrorism* committed by an organized terrorist group (recognized as such by the Canadian Government), occurring in the city applicable to *your* annual pass, resulting in *you* being unable to participate in or attend the event or activities for which the *Season/Annual Pass* was purchased for at least 30 consecutive days.

#### **Employment and Occupation**

After your effective date of coverage you, or your companion, are unable to participate in or attend the event or activities for which the Season/Annual Pass was purchased for at least 30 consecutive days as a result of:

- being terminated or laid off, through no fault of *your* own after having been with the same employer for at least 3 continuous years;
- you or your spouse being relocated by your or your spouse's current employer to a location that is at least 160 kilometres from your primary residence;
- being required to serve on a jury or served with a court order or subpoena and the jury service or court appearance lasts for 30 consecutive days, excluding law enforcement officers who are required to appear in court; or
- being summoned to duty in the case of reservists or active military, police or fire personnel.

#### OTHER COVERED REASONS

You or your companion, are unable to participate in or attend the event or activities for which the Season/Annual

Pass was purchased for at least 30 consecutive days due to

- having your home made uninhabitable by flood, burglary, vandalism or natural disaster;
- being the victim of an indictable criminal assault. An indictable criminal assault inflicted by you, a family member, companion or companion's family member is not a covered reason under this insurance; or
- your or your companion's automobile having a mechanical breakdown which results in you being unable to attend the event.

#### **COVERED BENEFITS**

We will reimburse the pro-rated cost of the unused portion of the Season/Annual Pass, less any refunds up to the overall benefit maximum of \$1,000. 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.

Reimbursement will only be made for ticketed amounts insured through Ticketmaster.

#### Lost or Stolen Ticket Replacement Coverage

We will reimburse *you* up to \$1,000 for penalties or fees charged by the venue for reissuing a lost or stolen ticket. Any penalties or fees charged for changes in ticket grades (upgrades, etc.) are not covered. Reimbursement will only be made for ticketed amounts insured through Ticketmaster.

#### Change Fee Coverage

Some venues permit *you* to change the date of *your* ticket. If *you* change the date of *your* ticket for a Covered Reason, *we* will reimburse *you* up to \$1,000 for the change fee imposed by the venue. Reimbursement will only be made for ticketed amounts insured through Ticketmaster.

# General Limitations, Conditions and Exclusions

*Your* insurance coverage is subject to the terms set out as follows in this document.

#### **GENERAL CONDITIONS AND LIMITATIONS**

1. All premiums, benefit maximums and benefit payments are stated in Canadian dollars unless otherwise specified. At *our* option, *we* may pay a claim for benefits in the currency where the loss occurred or in Canadian currency.

- 2. You and we agree that all disputes, controversies or claims arising under this Policy or otherwise in connection with this Policy, whether of law or fact and of any nature whatsoever (including but not limited to all disputes or controversies related to determinations made under the Policy) shall be decided by arbitration which shall be binding and without recourse to the courts or to an appeal. This arbitration shall be before a single arbitrator in the Canadian province or territory in which this Policy was issued under the rules embodied in the arbitration legislation of that province or territory. In the absence of such legislation, the Commercial Arbitration Act, R.S.C. 1998, C.17 (second supp.), as amended shall apply. In any event, any action or arbitration proceeding against us for the recovery of a claim under this *Policy* shall not be commenced more than one year after the occurrence, which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this *Policy* was issued, you must commence your action or arbitration proceeding within the shortest time permitted by the laws of that province or territory. In addition you, your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Policy was issued and at a venue we and/or Allianz Global Assistance choose.
- 3. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of this *Policy*.
- 4. You must submit claims to Allianz Global Assistance within 90 days from date of loss. If applicable law provides for a longer period, you must submit your claim within the longer period provided for by law. For your claim to be valid, you must provide all of the documents we require to support your claim.
- 5. If *your* event tickets are covered under another *Policy* issued by *us* that provides the same or similar coverage, *we* will adjust *your* claim by applying the terms and conditions of the coverage that pays the most. The amount *we* pay will not exceed *your* total monetary loss.
- 6. We may void this *Policy* in the case of fraud or attempted fraud by *you* or if *you* conceal or misrepresent any circumstance or fact that is material. In this instance no refund of premium shall be made.
- 7. You must repay to us amounts paid or authorized for payment on *your* behalf, if *we* determine the amount is not payable under this insurance.
- 8. If *you* incur losses covered by this insurance because of a third party, *we* may take legal action against that party at *our* expense. We have full rights of subrogation. You agree to allow *us* to fully assert *our* right to subrogation and to cooperate fully with *us* by delivering such documents. You agree to do nothing

that would prejudice *our* rights to recover funds from any source.

 Notice of Statutory Conditions - Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance. This condition does not apply to the province of Quebec.

#### **GENERAL EXCLUSIONS**

These exclusions apply to all benefits. This insurance provides no payment for any loss arising directly or indirectly out of or as a result of the following:

- 1. Pre-Existing Conditions:
  - a) Any *injury* occurring to *you*, *your companion*, or *your family member* during the 90 days prior to and including *your effective date* of coverage;
  - Any illness occurring to you, your companion, or your family member during the 90 days prior to and including your effective date of coverage for which:
    - medical examination or *treatment* by a *physician* has been sought or advised or for which symptoms exist which would cause a reasonable person to seek diagnosis, care or *treatment*, or
    - require taking prescribed drugs or medicine unless the *illness* remains *stable*;
- 2. Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane);
- 3. Except as specifically provided for under Pregnancy and Adoption, routine pre-natal care, fertility *treatments*, elective abortion, complications of *your* pregnancy when they occur in the 9 weeks before or after the expected date of delivery;
- 4. Mental, nervous or emotional disorders that do not require immediate hospitalization;
- 5. Abuse of any medication or non-compliance with prescribed medical treatment or therapy;
- Any injury or accident occurring while you are under the influence of illicit drugs or alcohol (where the concentration of alcohol in your blood exceeds 80 milligrams of alcohol in 100 millilitres of blood) or when you illustrate a visible impairment due to alcohol or illicit drugs;
- War (whether declared or undeclared), acts of war, military duty, civil disorder or unrest; *terrorism* or *act* of *terrorism* (unless specifically covered);
- 8. Nuclear reaction, radiation or radioactive *contamination*;
- 9. Epidemic or Pandemic;

- 11. Seepage, pollution or *contamination*;
- Financial collapse or default of any transport, tour or accommodation provider and/or any other service providers;
- 13. Any unlawful acts committed by *you*, *family members*, or *companions*, whether they are insured or not;
- 14. Prohibition, regulation or order by any government agency;
- 15. Cosmetic or any other elective surgery;
- 16. Organ harvesting surgery;
- 17. Financial default;
- 18. Cancellation due to lost or stolen tickets;
- 19. Natural disasters (unless as specifically covered);
- 20. You or your companion, after the effective date:
  - a) making changes to personal plans;
  - b) having a business or contractual obligation;
  - c) rescheduling a prior appointment.
- 21. Any expected or foreseeable events;
- 22. Your travel to a country, region or city for which the Canadian government has issued a travel advisory in writing prior to *your departure date*. or
- 23. Your travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations;

#### **Claim Filing Procedures**

#### Information to Submit When Filing a Claim

As a condition to the payment of benefits under this insurance, we will require certain information from you if you need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- Original unused *tickets*, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the event ticket or *season* pass cancellation.
- Proof of the *injury, illness* or hospitalization resulting in *your* missing the ticketed event.
- Documentation of *refunds* received from the venue or promoter.

10. Biological or chemical contamination;

- Copy of the venue or promoter's literature that describes penalties.
- Documentation from the venue or promoter stating the non-refundable amounts of the ticket(s) costs.
- A copy of the death certificate in the event of a death.
- The completed claim form supplied to you by us.

*You* must submit all claims to *us* within 90 days from date of loss. Failure to complete the required claim form in full will delay the assessment of *your* claim.

## **Questions?**

#### Let Us Know

If *you* have any questions or concerns about *our* products, services, *your policy*, or claim please feel free to contact *Allianz Global Assistance* anytime:

Toll Free: 1-866-520-8823 Collect: 1-519-742-9013 Email: questions@allianz-assistance.ca

#### Escalate Your Concern

If *you* would like to escalate *your* concern please submit a written appeal with any new information or new documentation that *you* would like *us* to consider.

Contact Details:

By Mail:	Appeals Department P.O. Box 277 Waterloo, ON N2J 4A4
Email: Fax:	Appeals@allianz-assistance.ca 1-519-742-9471 Attention: Appeals Department

#### **Contact the Ombuds Office**

If *you* are not satisfied with the outcomes of the previous steps, *you* may request additional consideration of *your* concern in writing to the Ombuds Office. Please note, the Ombuds Office will only review concerns that have gone through the appropriate steps above so *you* will want to indicate with whom *you* have already spoken with.

By mail:	Ombuds Office
	The Co-operators Group Limited
	130 Macdonell Street, Box 3608
	Guelph, ON N1H 6P8

E-mail:	Ombuds@cooperators.ca
Phone:	1-877-720-6733
Fax:	1-519-823-9944

After the Ombuds Office's review, *you* will receive a written response, except in the case where a simple concern can be resolved over the phone. Most investigations are completed within 30 business days of receiving *your* complaint and all supporting documentation. If this deadline cannot be met, *you* will be contacted as to why extra time is required and when *you* can expect a response.

The written response from the Ombuds Office is considered the company's final position. Unless *you* present any new and relevant information that was not previously reviewed, *your* concern will not be reopened.

#### **External Recourse Options**

If we have not been able to resolve *your* concerns to *your* satisfaction, and *you* wish to pursue the matter further, you may contact the OmbudService for Life & Health Insurance (OLHI). OLHI is an independent service that offers recourse to consumers who have not been able to resolve their complaint by dealing with their insurance company. The OmbudService may be reached at 1-888-295-8112 or through their website at <u>www.OLHI.ca</u>.

# Note: *You* must follow the company's Complaint Resolution Process before OLHI will become involved.

**For Quebec clients:** if *you* are not satisfied with how *your* concern was handled, or the results of our investigation, the law gives *you* the right to request, in writing, that a copy of *your* concern file be transferred to the Autorité des marches financiers (AMF). *You* can reach the AMF by calling 1-877-525-0337 or by email at renseignement-consommateur@lautorite.qc.ca

#### The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies.

## **Privacy Information Notice**

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, *Allianz Global Assistance*, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you

• records that reflect your business dealings with and through us

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes").

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify *Allianz Global Assistance*. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificate or Policy holder's, insured's or claimant's file that we establish and maintain in the offices of *Allianz Global Assistance*. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at **privacy@allianzassistance.ca**.

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.

Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at **privacy@allianz-assistance.ca** or by writing to:

Privacy Officer Allianz Global Assistance 4273 King Street East Kitchener, ON N2P 2E9

For a complete copy of our Privacy Policy please visit **www.allianz-assistance.ca**.