

TICKET PROTECT

Insuring Terms and Conditions

Please read the entire policy to determine your rights, duties and what is and what is not covered.

Words with special meanings are defined in the Definitions section or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used.

I. INSURANCE AGREEMENT

Chartis Philippines Insurance, Inc. ("Company") will provide the insurance described herein in return for the payment of premium and compliance with all applicable provisions of this policy.

II. POLICY DEFINITIONS

Automobile shall mean private cars which are used for social, domestic and pleasure.

Burglary shall mean the felonious abstraction of property (a) from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence, there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to the exterior of the premises at the place of such entry; or (b) from within the premises by a person making felonious exit therefrom by actual force and violence as evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to the interior of the premises at the place of such exit.

Business shall mean a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or any other activity engaged in for money or other compensation.

Concert shall mean a musical entertainment event.

Covered Event shall mean the Show or Concert printed on the ticket.

Earthquake shall mean loss or damage to building where you are residing as your **Principal Residence**, caused by fire, occasioned or in consequence (eg. damage to building walls, collapse of the building) of an Earthquake.

Family Member shall mean ticket purchaser's spouse, parent, children, sibling, grandparent, grandchildren, step-parent, step children, step siblings, in-laws (parent, son, daughter, brother, sister), aunt, uncle, niece, nephew, legal guardian, domestic help who lives with the ticket purchaser or any person with whom the ticket purchaser have lived for twelve (12) continuous months prior to the effective date of the coverage.

Fire (including lightning) shall mean loss or damage to building where ticket purchasers are residing as **Principal Residence**, caused by fire and lightning including indirect damages such as damage done by fire brigade in the execution of their duties and others.

Flood shall mean loss or damage to building where you are residing as your **Principal Residence**, caused by flood. Flood would include: flood caused by extra ordinary high tide, flood following typhoon and flood caused by bursting or overflowing of rivers, reservoirs, canals and alike.

Incident shall mean an unforeseen and involuntary event which results in failure to attend the Covered Event.

Natural Catastrophes shall mean natural disasters or catastrophes including but not limited to Flood, Typhoon, Earthquake, Volcanic Eruption and Landslides.

Policy Period shall mean the period of time ticket purchasers are covered by this insurance

Principal Residence shall mean the address indicated in the policy schedule.

Qualified Medical Practitioner shall mean any person legally authorized by the government of his or her practice to render medical or surgical service, but excluding ticket purchasers' Immediate Family Member.

Serious Injury or **Sickness** shall mean one which requires treatment by a legally Qualified Medical Practitioner and which results in ticket purchasers being certified by the practitioner as unfit to attend any **Show** or **Concert**.

Show shall mean a dance, stage performance, sport event or other entertainment.

Ticket Price shall mean the actual amount paid to acquire ticket and shown on the receipt.

Typhoon (Windstorm) shall mean loss or damage to building where ticket purchasers are residing as the **Principal Residence**, caused by typhoon or storm as recorded by PAGASA.

III. COVERAGES

The Company will reimburse 100% of the ticket price, if the ticket purchaser can not attend the Show or Concert due to any of the following occurring after the purchase of the Show or Concert ticket:

- A. Unforeseen **Serious Injury** or **Serious Sickness** or compulsory quarantine;
- B. **Family Member's** death, **Serious Injury** or **Sickness** or compulsory quarantine, which will require ticket purchaser's presence on the day of the **Show** or **Concert**;
- C. Serious damage to principal residence of the ticket purchaser from **Fire, Burglary, Flood, Windstorm, Typhoon and Earthquake** which require ticket purchaser to be present at the **Principal Residence** on the date of **Show** or **Concert**.
- D. **Natural Catastrophes** that reasonably prevent the ticket purchaser from attending the **Show** or **Concert** as a consequence of the conditions of the road and the likes which may endanger of the life of the ticket purchaser.
- E. Suffer **Automobile** breakdown on the day of the **Show** or **Concert** provided that the breakdown is notified to a roadside recovery service or placed under repair in a garage.
- F. Suddenly and unexpectedly required by ticket purchaser's employer to undertake a business trip.

IV. POLICY EXCLUSIONS

The Company will not cover the following:

- A. Covered occurrences that do not occur within the **Policy Period**;
- B. Losses caused by illegal acts;
- C. Losses that ticket purchasers have intentionally caused;

- D. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority;
- E. Losses due to the order of any government or public authority;
- F. Losses caused directly or indirectly from the cancellation of the **Show** or **Concert** by the organizer;
- G. Losses due to utilization of biological weapons of mass destruction, utilization of chemical weapons of mass destruction, and utilization of nuclear weapons of mass destruction;
- H. Losses caused directly or indirectly by any perils not stated in Section III - Coverages;
- I. Losses from the tickets that ticket purchasers re-sell to other people.

V. **POLICY CONDITIONS**

A. The Company will only cover the occurrences listed under **Section III- Coverages**, which happened **within the Policy Period**.

B. **Effective Date**

Coverage begins from date of purchase of the ticket.

C. **Termination Date**

Coverage ends at the moment the **Covered Event** ends.

D. **Policy Changes**

Ticket purchasers must notify the Company within five (5) days of the policy effective date of any change in circumstance which will affect this insurance. If the change in circumstance will affect this insurance, The Company reserves the right to amend any of the terms or conditions of this insurance. None of the provisions, conditions and terms of this policy shall be waived or altered except by endorsement signed or initialed by any of Company's authorized official and issued whenever applicable in accordance with the provisions of Section 50 of the Insurance Code.

E. **Excess of Other Insurance Coverage**

If, at the time of occurrence, ticket purchasers have other valid and collectible insurance, this policy will only cover that amount not covered by such other insurance.

F. **Burden of Proof**

In any action, suit or other proceedings where the Company allege that by reason of the provisions of any exclusions which may be applicable, any loss is not covered by this Policy, the burden of proving that such loss is covered shall be upon the Insured including the ticket purchaser being the covered person.

G. **Arbitration**

All differences as to the amount of any loss covered by this policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators one to be appointed in writing by each parties within thirty (30) days after having been required in writing so to do be either parties, or in case of disagreement between the arbitrators to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference, and an award by an arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company.

H. **Action of Suit Clause**

If a claim be made and rejected by the Company and an action or suit be not commenced by the Insured either in the Insurance Commission or in any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection, or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claims shall for all purposes be deemed to have been abandoned by the Insured and shall not thereafter be recoverable hereunder.

I. Governing Law

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the Philippines.

J. Concealment or Fraud

This entire policy will be voided, whether before or after the loss, if insured willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to the Company.

K. Ticket purchasers must use all reasonable means to avoid future loss at and after the time of loss.

L. Civil Code Article 1250 Waiver Clause

The provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: "In case an extraordinary inflation or deflation of the currency stipulated should supervene the value of the currency at the time of the establishments of the obligation shall be the basis of payment, ..." shall not apply in determining the extent of liability under the provisions of this policy.

M. Sanctions

The coverage provided by this policy shall be null and void if it violates U.S. economic or trade sanctions such as, but not limited to, the sanctions administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department.

Insurance coverage provided by a binder, certification of insurance or other evidence of insurance that violates economic or trade sanctions, as defined above, shall be null and void. Similarly, any claims arising under any policy, binder, certificate of insurance or other evidence of insurance issued to any party, entity or beneficiary that violates U.S. economic or trade sanctions shall be barred pursuant to the requirements of the sanction.

This exclusion applies to coverage directly affected by any sanctions issued by any other country.

The Company is not liable to make any payment for liability under any coverage sections of this policy or make any payments under any extension:

For any loss of claim or arising in, or where the insured or any beneficiary under the policy is a citizen or instrumentality of the government of, any country (ies) against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity.

N. Duties After an Incident or Loss

Claim must be submitted within thirty (30) days of the date of **Concert** along with:

1. The original un-used ticket of that **Show** or **Concert**.
2. The doctor or hospital official statements for Section III-Coverage A and B.
3. Confirmation of the fire from fire department or **natural catastrophes** from local or national government authority for Section III-Coverage C & D. Photos of the affected place or affidavit of witnesses may be required.
4. In case of **Burglary** claim, an official police report is required.
5. In case of automobile breakdown, letter of confirmation or bill copy to establish that roadside recovery service has been notified or automobile is placed under repair.

The Company has no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed herein. Ticket purchasers are required to cooperate with the Company in investigating, evaluating and settling a claim.

VI. POLICY CANCELLATION

A. Cancellation by the ticket purchasers

Ticket purchasers may cancel the coverage at any time before the covered event starts by notifying the Insured in writing. When this policy is cancelled within two (2) weeks starting the policy effective date, the premium will be 100% refunded. When cancellation is done after two (2) weeks starting the policy effective date, no premium will be refunded.

B. Cancellation by the Company

The Company may cancel this policy or any part of it at any time by giving Insured fifteen (15) days prior notice in writing subject to the provisions of Section 64 and 65 of the Insurance Code of the Philippines. When this policy is cancelled, the premium will be refunded 100%.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its duly authorized officer/representative.

CHARTIS PHILIPPINES INSURANCE INC.
TIN: 047-000-531-569 V



ANTON DU PLESSIS
President

Documentary Stamps to the value stated have been affixed and properly cancelled on the Office of this Policy.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu and Davao is the government official in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an Insurance Company and Policyholder relating to insurance matters.