

ticketmaster[®]

Event Ticket Insurance

Policy Wording

Allianz 

Global Assistance

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About this Policy Wording

This Policy Wording sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure you understand it and that it meets your needs. This Policy Wording, together with your Certificate of Insurance and any written endorsements by us, make up your contract with us. Please retain these documents in a safe place.

Understanding your policy and its important terms and conditions

To properly understand this policy's significant features and benefits you need to carefully read:

- About the benefit provided under your policy in "Your Policy Cover" on pages 9 to 11 (remember certain words have special meanings – see "Words with Special Meanings" on pages 3 and 4);
- When We Will Not Pay a claim on pages 10 to 11 (this restricts the cover and benefits);
- "Claims" on pages 12 to 13 (this sets out certain obligations that you and we have. If you do not meet your obligations we may refuse to pay a claim); and
- "Important Matters" on pages 5 to 7 (this contains important information on the cooling-off period, our privacy policy, our dispute resolution process, your excess and more).

Applying for cover

When you apply for the policy we will confirm with you things such as the period of cover, your premium and whether any standard terms are to be varied (this may be by way of an endorsement). These details are recorded in the Certificate of Insurance we issue to you.

This Policy Wording sets out the cover we are able to provide you with. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

If you have any queries, want further information about the policy or want to confirm a transaction, please call Allianz Global Assistance.

Your Duty of Disclosure

When you apply for insurance or alter this policy, you have a duty at law, to disclose to us all material facts. A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information you may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction subject to the Criminal Convictions (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to us.

If you fail to comply with your Duty of Disclosure it may result in:

- this policy being void retrospectively;
- this policy being cancelled; or
- the amount we pay if you make a claim being reduced.

About your premium

You will be told the premium payable for the policy when you apply. It is based on the cost of your Ticket. The higher the ticket price, the higher the premium is.

Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to your policy. These amounts are included on your Certificate of Insurance as part of the total premium.

Cooling-off period

Even after you have purchased your policy, you have cooling-off rights (see page 5 of "Important Matters" for details).

Who is the insurer?

This policy is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand ("Allianz"), Level 11, Tower 1, 205 Queen Street, Auckland 1010.

Who is Allianz Global Assistance?

Allianz Global Assistance is a trading name of AWP Australia Pty Ltd ABN 52 097 227 177 (Incorporated in Australia). Allianz Global Assistance has been authorised by Allianz to enter into and arrange the policy and deal with and settle any claims under it as the agent of Allianz, not as your agent. Allianz Global Assistance acts under a binder which means that it can do these things as if it were the insurer. It administers all benefits of this insurance.

Change of circumstances

During the Period of Insurance, you must tell us immediately of any material change in the circumstances surrounding the subject matter of this insurance that:

- increase the risk we are insuring, or
- alter the nature of the risk we are insuring.

Once you have told us, we may immediately change the terms of this policy, or cancel it. If you fail to tell us, we may apply these changes retrospectively from the date you ought to have reasonably told us.

Preparation date

This Policy Wording was prepared on 14 June 2019.

Words with Special Meanings

Some words in this Policy Wording have a special meaning. When these words are used, they have the meaning set out below.

“Arises” or **“Arising”** means directly or indirectly arising or in any way connected with.

“Companion” means the intended recipient of a Ticket for an Event which you also intend to attend.

“Country of Residence” means the country of which you are a citizen or permanent resident.

“Epidemic” means a sudden development and rapid spreading of a contagious disease in a region where it developed in a simply endemic state or within a previously unscathed community.

“Event” means an event including but not limited to an official sporting occasion, music concert, exhibition, educational/cultural tour, cinema/theatre or theme park event, military display, or visit to a tourist attraction, that is due to take place at a place in New Zealand and which is specified in the Certificate of Insurance.

“Excess” means the amount which you must first pay for each claim arising from the one event before a claim can be made under your policy.

“Home” means the place where you normally reside in your Country of Residence.

“Injury” means bodily injury caused solely and directly by violent, accidental, visible and external means, which happens at a definite time and place during your period of cover and does not result from any illness, Sickness or disease.

“Medical Adviser” means a qualified doctor of medicine or dentist registered in the place where the services are provided.

“Pandemic” means a form of an Epidemic that extends throughout an entire continent, even the entire human race.

“Pre-existing Medical Condition” means:

- a) An ongoing medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- b) A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time in the past, prior to policy purchase;
- c) Any condition for which you take prescribed medicine;
- d) Any condition for which you have had surgery;
- e) Any condition for which you see a medical specialist; or
- f) Pregnancy.

This definition applies to you, your Companion or a Relative.

“Relative” means any of the following who is under 81 years of age at the time of issue of your Certificate of Insurance and who is resident in New Zealand or Australia. It means your or your Companion's spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, step-parent, step-son, step-daughter, fiancé or fiancée, or guardian.

“Sickness” means a medical condition, not being an Injury, which first occurs during your period of cover.

“Ticket” means an admission ticket for an Event purchased by you in advance through www.ticketmaster.co.nz on a specified day or days and time listed on your Certificate of Insurance.

“We”, “Our” and **“Us”** means Allianz Australia Insurance Limited.

“You” or **“Your”** means the person(s) whose name(s) are set out on your Certificate of Insurance.

Important Matters

Under your policy there are rights and responsibilities which you and we have. You must read this Policy Wording in full for more details, but here are some you should be aware of.

Who can purchase this policy?

Cover is available irrespective of your citizenship or residency.

Age limits

This policy is available to all ages.

Period of cover

You are not covered until we issue a Certificate of Insurance. That Certificate forms part of your policy. The period you are insured for is set out in the Certificate.

Cover begins when we issue your Ticketmaster Event Ticket Insurance policy. Cover ends when the Event begins (or when the Event begins on the last day of the Event if the duration of the Event is more than one day) or a claim is made, whichever happens first.

All amounts are in New Zealand Dollars (NZD)

All benefit limits and Excesses throughout this Policy Wording are in New Zealand Dollars (NZD).

Cooling-off period

If you decide that you do not want this policy, you may cancel it within 14 days after you are issued your Certificate of Insurance and Policy Wording. You will be given a full refund of the premium you paid, provided you have not left your Home to go to the Event and you do not want to make a claim or to exercise any other right under the policy.

After this period you can still cancel your policy but we will not refund any part of your premium if you do.

Extension of cover

You cannot extend your cover.

Jurisdiction and choice of law

This policy is governed by and construed in accordance with the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the courts of New Zealand. You agree that it is your intention that this Jurisdiction and Choice of Law clause applies.

Correctness of statements and fraud

If any claim under this policy is in any respect fraudulent, or if any false declaration is made or false or incorrect information is used in support of any claim, then we can, at our sole discretion, not pay your claim and cancel your cover under this policy from the date that the incorrect statement or fraudulent claim was made to us.

Fair Insurance Code

Allianz supports the principles of the Fair Insurance Code. The purpose of the Code is to increase the standards of practice and service within the insurance industry. To the extent the Fair Insurance Code applies to this product, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website (www.icnz.org.nz).

Privacy notice

To arrange and manage your insurance and provide you with our services, we (in this Privacy Notice “we”, “our” and “us” means AWP Australia Pty Limited trading as Allianz Global Assistance of Level 3, 1 Byron Avenue, Takapuna, Auckland, and our agents) collect, store, use and disclose your personal information including sensitive information. We usually collect it directly from you but also from others (including those authorised by you such as your family members, travelling companions, your doctors, hospitals, and other persons whom we consider necessary including our agents). We are the “data controller” and are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, your name, address, date of birth, email address, medical information, passport details, bank account details, as well as other information we collect when you visit our website such as your IP address and online preferences.

Any personal information provided to us is used by us and our agents to evaluate and arrange your insurance. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations and for other purposes with your consent or where authorised by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

You authorise us to disclose your personal information to recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, such as travel consultants, travel insurance providers and intermediaries, agents, distributors, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage (including “cloud storage”) and data handling providers, transportation providers, legal and other professional advisers, your agents, broker and travelling companions, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you have bank credit card insurance, the Insurance Claims Register and our related and group companies and the insurer. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of New Zealand privacy laws.

Where permitted by law or with your consent, we may contact you with offers of products or services (from us, our related companies, as well as offers from our business partners) that we consider may be relevant and of interest to you (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. You can withdraw your consent at any time if you no longer wish to receive marketing material or promotional offers from us or our related companies and business partners by calling our Contact Centre on 0800 800 048.

The collection of information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory. If you do not agree with the matters set out in our privacy notice or will not provide us with personal information, we may not be able to provide you with our services or products, process your application, issue you with a policy or process your claims. We will not retain your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor and the parties to whom it may be disclosed; (2) correct and update your personal information (subject to the provisions of applicable privacy legislation), and (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law.

When you provide personal information to us about other individuals, we rely on you to have first obtained each of those individuals' consent, and have made them aware of the matters set out in this Privacy Notice.

If you have a request or complaint concerning your personal information or about our privacy policy, please contact:

Privacy Officer, Allianz Partners, P.O. Box 33-313, Takapuna, Auckland 0740

or email us at AzPNZ.Privacy@allianz-assistance.co.nz.

For urgent assistance please call our Contact Centre on 0800 800 048. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at www.allianzpartners.co.nz and click on the Privacy Policy link.

Dispute resolution process

If you have a complaint or dispute in relation to this insurance, or the services of Allianz Global Assistance or its representatives, please call Allianz Global Assistance on 0800 800 048 or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33-133, Takapuna, Auckland 0740.

Allianz Global Assistance New Zealand will attempt to resolve the matter in accordance with its Internal Dispute Resolution procedures. To obtain a copy of this, please contact Allianz Global Assistance.

If your complaint or dispute is not satisfactorily resolved, you can follow Allianz Global Assistance New Zealand's External Dispute Resolution procedure and refer the matter to the Financial Services Complaints Ltd (FSCL), subject to its terms of reference. The FSCL provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for the FSCL are:

Financial Services Complaints Ltd (FSCL)
PO Box 5967, Lambton Quay, Wellington 6145
Freephone: 0800 347 257
Telephone: (04) 472 3725
Fax: (04) 472 3728
E-mail: info@fsc.org.nz

In the event of a claim:

Immediate notice should be given to Allianz Global Assistance (see contact details on the back cover of this Policy Wording).

To download a claim form online, visit:

<https://claimmanager.co.nz/aga/agreement>

PLEASE NOTE : For claims purposes, your original Ticket (or the barcode for the Ticket if it is an electronic ticket) must be kept.

Claims processing

We will process your claim within 10 business days of receiving a completed claim form and all necessary documentation. If we need additional information, a written notification will be sent to you within 10 business days.

Excess

A NIL Excess applies.

Your Policy Cover

1.1

WE WILL PAY:

We will pay the cost of your or your Companion's Ticket that cannot be recovered from anywhere else if you or your Companion are unable to attend an Event because of any of the following circumstances that are neither expected nor intended by you, and are outside your control:

- a) the Injury or Sickness of you or your Companion which needs immediate treatment from a Medical Adviser who certifies in writing that you or your Companion are unfit to attend the Event.
- b) the Injury or Sickness of a Relative which requires you or your Companion to provide primary care to that person and there is no other family member available to provide primary care. The Relative must be examined by a Medical Adviser within 24 hours of you commencing to provide the primary care, who certifies in writing that the primary care was medically necessary.
- c) the death of you, your Companion or a Relative.
- d) an accident involving your or your Companion's mode of transport used by you to travel from you or your Companion's home to the Event which results in bodily injury that prevents you or your Companion attending the Event. You must have written confirmation of the accident from an official body in the country in which the accident happened and certification from a Medical Adviser in writing that you or your Companion are unfit to attend the Event.
- e) the vehicle you or your Companion are travelling in breaks down or is damaged as a result of an accident and is not driveable within 48 hours prior to the commencement time of the Event.
- f) your or your Companion's scheduled or connecting transport after you have purchased your Ticket to the Event is cancelled, delayed, shortened or diverted because of strike, riot, hijack, civil protest, weather or natural disaster.
- g) your or your Companion's Home or place where you or your Companion carry on business in your Country of Residence is rendered uninhabitable by fire, explosion, weather, natural disaster, burglary or vandalism.
- h) you or your Companion are the victim of an assault causing bodily injury. The assault must be reported to the police within 24 hours and a copy of the report must be provided to us.
- i) you are, or your Companion is, required to do compulsory jury duty.
- j) you are, or your Companion is, unable to attend the Event because of military orders.

We will also pay the cost of your or your Companion's Ticket that cannot be recovered from anywhere else if within 72 hours prior to the commencement time of the Event:

- k) you are, or your Companion is, made redundant from full-time permanent employment in your Country of Residence and the person made redundant was not aware that the redundancy was to occur before your policy was issued.
- l) you are, or your Companion is, in full-time permanent employment and required by your employer to relocate more than 100 kilometres from your usual place of work.

The most we will pay is the cost of the unused Ticket including any booking fee or transaction fee as shown on your Certificate of Insurance, up to \$1,000.

If the Certificate of Insurance shows that more than one Ticket was purchased, we will only pay the portion of the transaction fee that applies to the unused Ticket.

If the duration of the Event is more than one day, we will only pay the unused portion of the Ticket on a pro rata basis.

1.2

WE WILL NOT PAY:

We will not pay under any circumstances:

- a) if the Event is cancelled, abandoned, postponed or relocated by the artist, performer, band, venue, organisers or promoters of the Event.
- b) if you were aware, before your policy was issued, of any reason that may cause you to make a claim under this policy.
- c) to the extent permitted by law, if you do not do everything you can to reduce your loss as much as possible.
- d) if your claim Arises from, is related to or associated with:
 - an actual or likely Epidemic or Pandemic; or
 - the threat of an Epidemic or Pandemic.

Refer to www.who.int and www.safetravel.govt.nz for further information on Epidemics and Pandemics.

- e) If your claim Arises because you did not follow advice in the mass media or any government or other official body's warning:
 - against travel to a particular country or parts of a country; or
 - of a strike, riot, bad weather, civil commotion or contagious disease (including an Epidemic or Pandemic),

and you did not take appropriate action to avoid or minimise any potential claim under your policy (including delay of travel to the country or part of the country referred to in the warning).

We will also not pay if your claim Arises from:

- f) any business, financial or contractual obligations other than with respect to a claim under clause 1.1(k) or 1.1(l).
- g) prohibition or regulation by any government.
- h) an act or threat of terrorism.
- i) any act of war, civil war, or warlike operations (whether war is declared or not), invasion, acts of foreign enemies, or from any hostilities, rebellion, revolution, insurrection or taking of power by the military.
- j) a nuclear reaction or contamination from nuclear weapons or radioactivity.
- k) biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
- l) the Injury or Sickness of a Relative who resides outside of New Zealand or Australia. This exclusion does not apply to the persons listed in your Certificate of Insurance.
- m) the Injury or Sickness of a Relative aged 81 years or over.
- n) any Pre-existing Medical Condition suffered by a Relative.
- o) you or your Companion taking a blood-thinning prescription medication such as Warfarin (also known under the brand names Coumadin, Jantoven, Marevan, and Waran).
- p) any Injury or Sickness where a metastatic or terminal prognosis was made prior to the issue of your policy.
- q) pregnancy, childbirth or related complications after the 26th week of pregnancy.
- r) depression, anxiety, stress, mental or nervous conditions.
- s) alcohol or substance abuse, or conditions or physical complications related to alcohol or substance abuse.
- t) suicide or attempted suicide.
- u) a sexually transmitted disease.

Claims

How to make a claim

You must give us notice of your claim as soon as possible by completing a claim form available from:

<https://claimmanager.co.nz/aga/agreement>

or supplied by Allianz Global Assistance - see contact details on the back cover of this Policy Wording - and posting it to the address shown on the claim form. If the claim form is not fully completed by you, we cannot process your claim.

You must:

- give us any information we ask for to support your claim, such as your original Ticket (or the barcode for the Ticket if it is an electronic ticket), police reports, medical reports or original receipts.
- co-operate with us at all times in relation to the provision of supporting evidence and other such information we may reasonably require.
- submit full details of any claim in writing within 30 days of the incident giving rise to the claim.

Claims are payable in New Zealand dollars to you (regardless of your Country of Residence)

We will pay all claims in New Zealand dollars. We will pay you unless you tell us to pay someone else.

If you can claim from anyone else, we will only make up the difference

If you can make a claim against someone in relation to a loss or expense covered under this policy and you do not get paid the full amount of your claim, we will make up the difference. You must claim from them first.

Other insurance

If any loss, damage or liability covered under this policy is covered by another insurance policy, you must give us details. We will only make any payment under this policy once the other insurance policy is exhausted.

If we have paid your claim in full first, we may seek contribution from your other insurer. You must give us any information we reasonably ask for to help us make a claim from your other insurer.

Subrogation

We may, at our discretion undertake in your name and on your behalf, control and settlement of proceedings for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this policy. You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us paying your claim under this policy regardless of whether we have yet paid your claim and whether or not the amount we pay you is less than full compensation for your loss.

Recovery

We will apply any money we recover from someone else under a right of subrogation in the following order:

- 1) To us, our administration and legal costs arising from the recovery.
- 2) To us, an amount equal to the amount that we paid to you under the policy.
- 3) To you, your uninsured loss (less your Excess).
- 4) To you, your Excess.

Once we pay your total loss we will keep all money left over. If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you.

Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud by calling Allianz Global Assistance on 0800 778 109. All information will be treated as confidential and protected to the full extent under law.

General & Claims Enquiries

Phone: 0800 400 959

This insurance is issued and managed by

AWP Australia Pty Ltd

ABN 52 097 227 177 (Incorporated in Australia)

trading as Allianz Global Assistance

This insurance is underwritten by

Allianz Australia Insurance Limited

ABN 15 000 122 850 (Incorporated in Australia)

trading as Allianz New Zealand

Ticketmaster New Zealand Limited

Company No. 1587216

Level 1, 23 Customs Street East, Auckland 1143

is an agent of Allianz Global Assistance

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