



Refund Protect Terms: Member Refund Protect Wording

We, The Member of Refund Protect will provide you with a refund on any unused booking if you are unable to attend the booked event due to any of the circumstances set out below.

This is not an insurance policy. Refund Protection is an optional extension to our standard Terms & Conditions of sale and trade; providing a right to refund under certain circumstances.

In the event a refund is claimed your refund application and payment will be handled by Refund Protect who act as the administrator for the Member in respect of these extended Refund Terms & Conditions.

If the Booking was made by a company or organisation the terms below apply to the person who was to attend the event.

Definitions

The following words or phrases have the meaning shown below wherever they appear in bold in this document. The aim of this section is to clearly define the terms used in the “When will we refund a Booking?” and “What will we not refund?” sections of this document.

We/Us/Our - The Member; the booking vendor with whom you made the booking.

You/Your/Yourself - A person who has made a booking alone or as part of a group with us.

Adverse Weather - Weather which is severe or dangerous enough for a Government Agency to have issued warnings not to travel and which entirely prevents **You** from attending or reaching the **Booked Event**

Armed Forces - Any Branch of one of the following services; Naval Service, Marines, Army or Air Force.

Booking/Booked Event - The pre-planned and pre-booked service(s)/event(s)/ticket(s) including booking and service fees transacted with **Us** by **You**.

Communicable Disease - means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly



Doctor - A qualified medical practitioner registered and licensed with a recognised professional body. A doctor cannot be you or a member of your immediate family.

Emergency Circumstances - An unforeseen circumstance completely outside Your control and of no fault of Yours

Illness – A physical or mental condition confirmed by a **Doctor** that prevents **You** from attending the **Booked Event**.

Immediate family - Your husband, wife, partner, civil partner, parent, child, brother, sister, grandmother or grandfather.

Injury - An accidental bodily injury confirmed by a **Doctor** that prevents **You** from attending the **Booked Event**.

Normal Pregnancy - Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness, fatigue etc.) which do not represent a medical hazard to mother or baby.

Pre-Existing Medical Condition – An injury or illness that you were aware of at the time **You** made the booking

Pregnancy Complication - A complication of pregnancy other than **Normal Pregnancy** which **You** were unaware of at the time of the **Booking** and which results in **You** being unable to use, participate in or attend at the **Booked Event**.

Terrorism - means Terrorism means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear



When will We refund a Booking?	What will We not refund?	Evidence required
<p>Illness / Injury</p> <p>means an, Illness or accidental Injury to You or a member of Your Immediate Family. We will also refund the cost of the Doctor's note on valid Refund Application.</p>	<ul style="list-style-type: none"> ▪ If You cannot produce a Doctor's note for the, Illness or Injury. ▪ The cost of a Doctor's note or medical evidence above £50 GBP. The cost of the Doctor's note or medical evidence where this is not verified by evidence. 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate confirming the illness or injury occurred prior to the date of the Booked Event ▪ A receipt for the refund of the cost of the Doctor's note, if You are requesting a refund for this cost.
<p>Pre-existing Medical Condition</p> <p>means a pre-existing medical condition that You were aware of at the time You made the Booking that would not normally preclude You from participation and use of the Booking.</p>	<ul style="list-style-type: none"> ▪ Where publicly available guidelines concerning Your pre-existing medical condition would normally preclude You from participation in or attendance at the Booked Event. ▪ Where You have been advised prior to the Booking by a Doctor or medical professional that You should not participate in an event such as the Booked Event. ▪ The cost of a Doctor's note or medical evidence above £50 GBP. The cost of the Doctor's note or medical evidence where this is not verified by evidence. 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate dated prior to the date of the Booked Event ▪ A receipt for the refund of the cost of the Doctor's note, if You are requesting a refund for this cost.



<p>Pregnancy Complication</p> <p>means a complication of pregnancy You were unaware of at the time of the Booking and which results in You being unable to use, participate in or attend at the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Normal Pregnancy ▪ If You received advice from a Doctor or Medical Professional prior to making the Booking that You should not engage in the Booked Event. ▪ The cost of a Doctor's note or medical evidence above £50 GBP. The cost of the Doctor's note or medical evidence where this is not verified by evidence 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate ▪ A receipt for the refund of the cost of the Doctor's note, if You are requesting a refund for this cost.
<p>Death</p> <p>means Your death any time prior to the Booked Event. The death of an Immediate Family member or any person(s) in the Group due to attend the event with you, up to 4 weeks prior to the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ The death of a person that is not an Immediate Family member or any person(s) that are not in the Group due to attend the Booked Event with you. 	<ul style="list-style-type: none"> ▪ A death certificate
<p>Public Transport Failure</p> <p>means Unexpected disruption or failure of the public transport network which You could not have reasonably been aware of before the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If You were previously aware of the disruption to the Public Transport Network prior to the date of the Booked Event and did not make reasonable suitable alternative travel arrangements to attend the Booked Event. ▪ If there is a financial failure of any Public Transport 	<ul style="list-style-type: none"> ▪ A copy of the notice of failure or disruption of the public transport. (This can normally be obtained from the transport company's website).
<p>Scheduled Airline Failure</p> <p>means the cancellation of flight(s) which You were unaware of before the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If there is a suitable reasonable alternative flight to enable You to attend the Booked Event. ▪ If there is a financial failure of any airline 	<ul style="list-style-type: none"> ▪ A copy of Your airline ticket and notice of cancellation from the airline.



<p>Mechanical Breakdown</p> <p>means in the 24 hours prior to the Booked Event, the mechanical breakdown, accident, fire or theft of a vehicle taking You to the Booked Event</p>	<ul style="list-style-type: none"> ▪ If You did not leave sufficient time to travel to the Booked Event. ▪ If You did not make reasonable alternative arrangements to attend the Booked Event. 	<ul style="list-style-type: none"> ▪ Breakdown - A copy of the call out note from Your breakdown recovery service, (for example the RAC, AA, Green Flag) ▪ Accident - An accident report from the Police or relevant traffic authority ▪ Fire - A report from the fire service and/or, the Police. ▪ Theft - A record including a crime reference number from the Police and evidence from the submission of a claim to Your motor insurance company.
<p>Jury Service</p> <p>means a summons for You to attend Jury Service which takes place over the date of the Booked Event of which You were unaware at the time of making the Booking.</p>	<ul style="list-style-type: none"> ▪ If You were aware of the Summons for Jury Service prior making the Booking. 	<ul style="list-style-type: none"> ▪ A copy of the letter /Summons requiring Jury Service.
<p>Court Summons</p> <p>means You are summoned to appear as a witness in court proceedings on the day of the Booked Event of which You were unaware of the time of making the Booking.</p>	<ul style="list-style-type: none"> ▪ If You were aware of the date of the Court Summons prior making the Booking. ▪ Any Court Summons in which You are a named Defendant in Criminal Proceedings or where You are the subject of Criminal Proceedings. 	<ul style="list-style-type: none"> ▪ A copy of the Court Summons.



<p>Home Emergency</p> <p>means a Burglary, Fire, Malicious Damage or Flood at Your private residence up to 48 hours immediately before the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If the Home Emergency was more than 48 hours prior to the Booked Event. ▪ If You were aware of the Home Emergency prior to making the Booking. 	<ul style="list-style-type: none"> ▪ Burglary, Flood, Malicious Damage - A record including a crime reference number from the Police or evidence from the submission of a claim to Your home insurance company. ▪ Fire - A report from the fire service and/or police.
<p>Armed Forces, vices Recall</p> <p>means You as a member of the Armed Forces, Reserve Armed Forces or Emergency services are recalled to work or duty on the date of the Booked Event or are posted overseas and as a result cannot attend the Booked Event.</p> <p>Emergency Services is defined as The Police, Fire and Rescue Service or other Emergency Services.</p>	<ul style="list-style-type: none"> ▪ You were aware or had a scheduled shift on the date of the Booked Event, prior to making the Booking. ▪ You made an unsuccessful request for annual leave for the date of the Booked Event. ▪ You were relocated less than 100 miles from Your current home address. 	<ul style="list-style-type: none"> ▪ A note from the Your Commanding Officer or Line Manager to confirm being called into work or duty and that this was not Your originally scheduled shift(s).
<p>Adverse Weather</p> <p>means weather where a Government Agency has issued warnings not to travel which entirely prevents You attending or reaching the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Adverse weather with no warnings not to travel from a Government Agency. 	<ul style="list-style-type: none"> ▪ A copy of the travel warning from the Government Agency. ▪ Confirmation of the relevant road closures.



<p>Relocated for Work</p> <p>means You being relocated for work temporarily or permanently more than 100 miles from Your current home address by Your employer about which You were unaware of at the time of Booking or:</p>	<ul style="list-style-type: none"> ▪ Where the relocation or new job is less than 100 miles from Your current residence. 	<ul style="list-style-type: none"> ▪ A letter from the Your current employer confirming the relocation.
<p>Theft of Ticket(s)</p> <p>means the theft of a physical ticket for the Booked Event in 24 hours before the Booked Event which cannot be replaced by the ticketing company/event organiser.</p>	<ul style="list-style-type: none"> ▪ Where tickets are able to be replaced by the ticketing company /event in advance of the Booked Event or on the day via the box office. 	<ul style="list-style-type: none"> ▪ A police report or crime number to confirm the theft of the tickets. ▪ An email from the ticketing company/event organiser /confirming they are unable to replace/re-issue the tickets.
<p>Government Travel Ban</p> <p>means the government of Your country of residence issuing a public travel ban to the country or area where the Booked Event is scheduled to take place in the preceding 7 days before the Event</p>	<ul style="list-style-type: none"> ▪ Where Your government has issued a travel warning but has not banned travel to the country or area where the Booked Event is located. ▪ Where You made the booking after the Government Travel ban was already in force. ▪ Where the reason for the ban is listed as a General Exclusion 	<ul style="list-style-type: none"> ▪ Evidence from Your national government website confirming the travel ban to the country or area where the Booked Event is located.
<p>Redundancy</p> <p>means You are unexpectedly made compulsorily redundant by Your employer.</p>	<ul style="list-style-type: none"> ▪ Where the redundancy was voluntary. ▪ Where You are dismissed from employment. 	<ul style="list-style-type: none"> ▪ A letter of compulsory redundancy from Your employer.



<p>Changes to Examination Dates</p> <p>means the unforeseen change of the date of an examination for a course on which You are registered to the day(s) of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Where You failed the examination previously and had to re-sit. ▪ Where the change of date of the examination was known to You prior to making the Booking. ▪ Where You have personally requested a change to the examination date 	<ul style="list-style-type: none"> ▪ A copy of a notice from the examination body, school, college, university evidencing, the date of the examination has been changed.
<p>Emergency Circumstances –</p> <p>means an unforeseen circumstance completely outside Your control and of no fault of Yours. The decision to refund is entirely at the discretion of Refund Protect. We will consider these circumstances and have no obligation whatsoever to provide a refund.</p>	<ul style="list-style-type: none"> ▪ Anything which Refund Protect considers is not intended to be covered by this programme. 	<ul style="list-style-type: none"> ▪ Any evidence requested by Refund Protect to verify the emergency circumstances.

General Exclusions – the terms that appear below override the terms and requirements in the grid above.

To illustrate; a General Exclusion in respect of actual or threatened War will over-ride any refund application made under a circumstance detailed in “When will We Refund a Booking’

We will not indemnify you where:

- **You** cannot provide a **Doctor’s** report for **Injury** or **Illness**;
- **You** or an **Immediate Family** member **cannot** provide a Death Certificate
- **You** cannot return all unused tickets or vouchers forming part of the **Booking**;
- **You** cannot provide evidence of the unused tickets when applying for a refund;
- the **Booked Event** is cancelled, abandoned, postponed, interrupted, curtailed or relocated;
- **You** decide not to attend a **Booked Event** for any reason other than as stated within this document



- **You** are prevented from travelling to a **Booked Event** due to disruption of the **Public Transport Network** which is public knowledge prior to the **Booked Event**;
- **You** can recover any part of the **Booking**;
- in **Our** reasonable opinion, **You** did not allow sufficient time to travel to a **Booked Event**;
- **You** carry out a criminal act, or are arrested on grounds of criminal activity which prevents **You** from attending a **Booked Event**; **You** are prevented from travelling to a **Booked Event** due to any **communicable disease** or threat or fear of communicable disease (whether actual or perceived) which leads to; the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; any travel advisory or warning being issued by a national or international body or agency ; closure of any Venue by Government authority
- **You** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement;
- **You** submit a refund request more than 60 days after the **Booked Event**.

We will not pay for travelling or associated expenses (unless travel costs are included as part of the total **Transaction** cost), consequential or any loss other than the **Transaction** cost for the **Booked Event**.

We will not pay any costs incurred by **You** in submitting or providing evidence to support **Your** refund application with the exception of Medical Evidence (Doctors Note) with a value of £50 GBP or less.

We will not pay any loss caused directly or indirectly by the actual or threatened by;

- actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
- the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto,
- riot and/or civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- strikes and/or lockout,
- any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and/or any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.



- malicious intent or vandalism,
- confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- damage or destruction directly occasional by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- the financial failure of any venture, lack of or inadequate receipts, sales or profits of any venture, financial default, insolvency, or failure to pay of any person, corporation or entity, withdrawal, insufficiency or lack of finance howsoever caused,
- cyber attack

General Conditions

- **You** must make all necessary arrangements to arrive at the event on time.
- **You** must not be aware of any material fact, matter or circumstance, at the time Booking Refund Protection is purchased, which may give rise to a refund request.
- **You** must take all reasonable precautions to prevent or reduce any request for a refund.
- Unless **We** agree otherwise: i) the language of this document and all communications relating to it will be English; and ii) all aspects of the contract, including negotiation and performance, are subject to English law and the jurisdiction of the English courts.
- Refund Protection is non-refundable unless cancelled within 14 days of purchase and the **Booking** has not taken place. To cancel the refund protection, **You** will need to contact the Member within 14 days or complete this form <http://www.refundprotect.co/cancel>

Requesting a Refund - **You** must log into <http://www.refundprotect.co/refund> and fill in and submit the Refund Application Form as soon as possible after becoming aware of circumstances that may lead **You** to request a refund but no more than 60 days after the **Booked Event**.

You will be asked to provide at **Your** own expense one or more of the following within 60 days of registering **Your** refund application:

- the original unused tickets and vouchers for all parts of the **Booking**;



- a **Doctor's** note or Medical Certificate where your refund request is for **Accidental Injury or Illness**, or **Pre-Existing Medical Condition**, or **Pregnancy**. **We** will reimburse up to £50 GBP towards the cost of the **Doctor's** note / Medical Certificate where a receipt is provided.
- a death certificate where **Your** refund request is for death;
- an official notice from the transport service provider in the event of unexpected failure or failure of the **Public Transport Network**;
- a copy of the **Your** airline ticket and notice of cancellation from the airline where your refund request is in respect of **Scheduled Airline Failure**
- for the **mechanical breakdown, accident, theft or fire** of a private vehicle, a vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt a Police report and crime reference number in respect of theft, a report from the fire service;
- the original Jury Summons requiring **you** to be a juror;
- the original Court Summons where you are a witness
- in the event of a burglary, the Police report with crime reference number;
- in the event of a **Home Emergency**, the crime reference number, fire service report or evidence of insurance claim
- a note from **Your** Commanding Officer or Line Manger in respect of **Armed Forces, Emergency Services Recall**
a copy of a valid visa permitting **Your** travel to the **Booked Event**;
- a copy of the government agency travel warning and road closures advising not to travel in respect of **Adverse Weather**
- a letter from **Your** current employer confirming **Your** relocation
- a police report or crime number confirming **Your** tickets were stolen
- the notice of a travel ban being issued by **Your** national government
- **Your** letter of compulsory redundancy from **Your** employer
- **Your** advice from the examination body, school, college or university evidencing the change in date of your examination
- any reasonable additional evidence that **We** may request.



IMPORTANT

Any translation of this document from English is for assistance and information only. In event of a claim the English language version shall be the basis of settlement.

You can view this online here: refundprotect.co/assets/docs/Refund_Member_Wording.pdf

Or request a copy from us at anytime