



## **Refund Protection Policy Wording**

## INTRODUCTION

This is **your Member** Refund Protection policy wording, which together with the Policy Schedule forms **your** contract of insurance with **us**. The Policy Schedule includes any endorsements applied to this policy. **You** should keep and read the policy schedule in conjunction with this policy wording.

In consideration of payment of the premium to **us**, **we** will indemnify **you** for any loss insured by this policy (subject to and in accordance with the terms and conditions of this policy), which occurs, and arises from a **Booking** made with **you**, during the policy period, for any **Booked Event** within the **Territorial Limits**

## CONSUMER INSURANCE ACT

### INFORMATION ON WHICH THIS POLICY IS BASED

In deciding to accept this policy and in setting the terms and premium, **We** (the Insurer) have relied on the information **you** (the **Policyholder** and Insured) have given **us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **you** deliberately or recklessly provided **Us** with false or misleading information **We** may treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided false or misleading information it could adversely affect **your** policy and any claim then in these circumstances **We** may take action that will affect **Your** insurance coverage; as examples **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount paid on a claim in the proportion the premium **You** have paid bears to the premium that **We** would have charged **You**; or
- cancel **Your** policy in accordance with the right to cancel condition within this Policy.

**We** will write to **You** if **We**;

- intend to treat **Your** policy as if it never existed; or
- need to amend the terms of **Your** policy.

If **You** become aware that information **You** have given is inaccurate, **You** must inform **Us** as soon as practicable.

## **YOUR INSURERS**

Member Refund Protection Insurance is arranged by: AON Ltd. with HCC Underwriting Agency Ltd through their Lloyd's Syndicate number 4141 ("Tokio Marine HCC"), Registered in the United Kingdom Company Number 4632146 Registered Office 1 Aldgate, London EC3N 1RE.

AON Limited and Tokio Marine HCC are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by telephoning 0800 1116768.

## **INSURING CLAUSE**

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

This Insurance is to indemnify the Insured for Transaction Value Costs paid in settlement of refund liabilities incurred as a direct consequence of a happening described within this policy that is not otherwise excluded which occurs during the period of insurance and is beyond the control of both the Insured and the Participant therein and results in the Insured having to refund Transaction Value Costs to their customers.

This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily incurred in discharge of the refund of Transitional Costs and/or to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.

The Insurers' maximum liability shall not exceed the Limit of Indemnity stated in the Risk Details for the relevant Insured Event(s) nor the Maximum Aggregate Limits of Indemnity stated in the Risk Details.

## **DEFINITIONS**

In this Member Refund Protection policy, unless the context otherwise requires, words and phrases with the same meaning as those defined below shall be construed accordingly and the singular shall include the plural and the masculine the feminine and vice versa.

**Administrator**

Event Protect Limited: the brand owner of “Refund Protect”.

Event Protect Limited is registered in England under Company number 10090344 with its principal trading address being located at 107 Kirkgate, Leeds, LS1 6DP.

**Customer**

For the purpose of a Booking: a legal person who has made a **Booking**, alone or as part of a **Group**, with the **Policyholder**.

For the purpose of a claim: an identified natural person who was to attend the event the booking was for

**Doctor**

A qualified medical practitioner registered with and licensed by a recognised professional body. A **Doctor** cannot be the **Customer** or a member of their **Immediate Family**.

**Emergency Services**

The state empowered Police, Fire and Rescue Service or Emergency Medical Services.

**Booking/Booked Event**

The pre-planned and pre-booked service(s) / event(s) / ticket(s) including booking and service fees transacted with the **Policyholder** by the **Customer** to be provided within the Territorial limits of this policy

<b>Group</b>	Any number of natural persons who have made a <b>Booking</b> with the <b>Policyholder</b> in the same <b>Transaction</b> .
<b>Illness</b>	A physical or mental medical condition confirmed by a <b>Doctor</b> that wholly prevents the <b>Customer</b> from attending the <b>Booked Event</b> .
<b>Immediate family</b>	The husband, wife, partner, civil partner, parent, child, brother, sister or grandparents of the <b>Customer</b> .
<b>Injury</b>	A bodily injury confirmed by a <b>Doctor</b> that prevents the <b>Customer</b> from attending the <b>Booked Event</b> .
<b>Policyholder/You/Your</b>	The Member stated in the Policy Schedule.
<b>Public Transport Network</b>	Any mode of public transport, other than public hire taxis licensed for public use, by use of which the <b>Customer</b> had planned to travel to a <b>Booked Event</b> .
<b>Territorial Limits</b>	Worldwide
<b>Transaction</b>	A confirmed Booking between the Policyholder and the Customer for a Booked Event which includes the sale of a ticket or form of admission to the Booked Event including booking and service fees
<b>We/Us/Our</b>	HCC Tokio Marine, or their agents acting on their instructions.

The following terms shall govern our liability and apply to all claims for indemnity

When will we refund a Booking?	What will we not refund?	Evidence required
<p><b>Illness -</b> In the event of an accident, <b>Illness</b> or <b>Injury</b> to the <b>Customer</b> or a member of the <b>Customer's Immediate Family</b>. We will also refund the cost of the <b>Doctor's</b> note on valid Refund Application.</p>	<ul style="list-style-type: none"> <li>▪ If the <b>Customer</b> cannot produce a <b>Doctor's</b> note for the accident, <b>Illness</b> or <b>Injury</b>.</li> <li>▪ The cost of a <b>Doctor's</b> note or medical evidence above £50 GBP. The cost of the <b>Doctor's</b> note or medical evidence where this is not verified by evidence-</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Doctor's</b> note or Medical Certificate</li> <li>▪ A receipt for the refund of the cost of the <b>Doctor's</b> note, if the <b>Customer</b> is requesting a refund for this cost.</li> </ul>

<p><b>Pre-existing Medical Condition -</b>  In the event of a pre-existing medical condition that the <b>Customer</b> was aware of at the time the <b>Customer</b> made the <b>Booking</b> that would not normally preclude the Customer from participation and use of the <b>Booking</b>.</p>	<ul style="list-style-type: none"> <li>▪ Where publically available guidelines concerning the <b>Customer's</b> pre-existing medical condition would normally preclude the <b>Customer</b> from participation in or attendance at the <b>Booked Event</b>.</li> <li>▪ Where the <b>Customer</b> has been advised prior to the <b>Booking</b> by a <b>Doctor</b> or medical professional that they should not participate in an event such as the <b>Booked Event</b>.</li> <li>▪ The cost of a <b>Doctor's</b> note or medical evidence above £50 GBP. The cost of the <b>Doctor's</b> note or medical evidence where this is not verified by evidence.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Doctor's</b> note or Medical Certificate</li> <li>▪ A receipt for the refund of the cost of the <b>Doctor's</b> note, if the <b>Customer</b> is requesting a refund for this cost.</li> </ul>
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<p><b>Pregnancy Related</b> - A complication of pregnancy the <b>Customer</b> was unaware of at the time of the Booking and which results in the <b>Customer</b> being unable to use, participate in or attend at the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the <b>Customer</b> received advice from a <b>Doctor</b> or Medical Professional prior to making the <b>Booking</b> that they should not engage in the <b>Booked Event</b>.</li> <li>▪ The cost of a <b>Doctor's</b> note or medical evidence above £50 GBP. The cost of the <b>Doctor's</b> note or medical evidence where this is not verified by evidence</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Doctor's</b> note or Medical Certificate</li> <li>▪ A receipt for the refund of the cost of the <b>Doctor's</b> note, if the <b>Customer</b> is requesting a refund for this cost.</li> </ul>
<p><b>Death</b> - The death of the <b>Customer</b> any time prior to <b>Booked Event</b> or the death of an <b>Immediate Family</b> member or any person(s) in the <b>Group</b> due to attend the event with the <b>Customer</b>, up to 4 weeks prior to the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ The death of a person that is not an <b>Immediate Family</b> member or any person(s) that are not in the <b>Group</b> due to attend the Booked Event with the <b>Customer</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A death certificate</li> </ul>
<p><b>Public Transport Failure</b> - Unexpected disruption or failure of the public transport network which the <b>Customer</b> could not have reasonably been aware of before the date of the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the <b>Customer</b> was previously aware of the disruption to the <b>Public Transport Network</b> prior to the date of the <b>Booked Event</b> and did not make reasonable suitable alternative travel arrangements to attend the <b>Booked Event</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of the notice of failure or disruption of the public transport. (This can normally be obtained from the transport company's website).</li> </ul>
<p><b>Scheduled Airline Failure</b> - The cancellation of flight(s) of which the <b>Customer</b> was unaware before the date of the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ If there is a suitable reasonable alternative flight to enable the <b>Customer</b> to attend the <b>Booked Event</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of the <b>Customer's</b> airline ticket and notice of cancellation from the airline.</li> </ul>



<p><b>Mechanical Breakdown</b> - Up to 24 hours prior to the <b>Booked Event</b>, the mechanical breakdown, accident, fire or theft of a vehicle taking the Customer to the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the Customer did not leave sufficient time to travel to the <b>Booked Event</b>.</li> <li>▪ If the <b>Customer</b> did not make reasonable alternative arrangements to attend the <b>Booked Event</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Breakdown - A copy of the call out note from the <b>Customer's</b> breakdown recovery service, (for example the RAC, AA, Green Flag)</li> <li>▪ Accident - An accident report from the Police or relevant traffic authority</li> <li>▪ Fire - A report from the fire service and/or, the Police.</li> <li>▪ Theft - A record including a crime reference number from the Police and evidence from the submission of a claim to the <b>Customer's</b> motor insurance company.</li> </ul>
<p><b>Jury Service</b> - A summons for the <b>Customer</b> to attend Jury Service which takes place over the date of the <b>Booked Event</b> of which <b>Customer</b> was unaware at the time of making the <b>Booking</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the <b>Customer</b> was aware of the Summons for Jury Service prior making the <b>Booking</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of the letter /Summons requiring Jury Service.</li> </ul>

<p><b>Court Summons</b> - the Customer is summoned to appear as a witness in court proceedings on the day of the <b>Booked Event</b> of which the <b>Customer</b> was unaware of the time of making the <b>Booking</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the <b>Customer</b> was aware of the date of the Court Summons prior making the <b>Booking</b>.</li> <li>▪ Any Court Summons in which the <b>Customer</b> is a named Defendant in Criminal Proceedings or where the <b>Customer</b> is the subject of Criminal Proceedings.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of the Court Summons.</li> </ul>
<p><b>Home Emergency</b> - Burglary, Fire, Malicious Damage or Flood at the <b>Customer's</b> private residence up to 48 hours immediately before the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ If the Home Emergency was more than 48 hours prior to the <b>Booked Event</b>.</li> <li>▪ If the <b>Customer</b> was aware of the Home Emergency prior to making the <b>Booking</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Burglary, Flood, Malicious Damage - A record including a crime reference number from the Police or evidence from the submission of a claim to the <b>Customer's</b> home insurance company.</li> <li>▪ Fire - A report from the fire service and/or police.</li> </ul>
<p><b>Armed Forces &amp; Emergency Services Recall</b> - the Customer as a member of the Armed Forces, Reserve Armed Forces or emergency services is recalled to work or duty on the date of the <b>Booked Event</b> or is posted overseas and as a result cannot attend the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ the <b>Customer</b> was aware or had a scheduled shift on the date of the <b>Booked Event</b>, prior to making the <b>Booking</b>.</li> <li>▪ the <b>Customer</b> made an unsuccessful request for annual leave for the date of the <b>Booked Event</b>.</li> <li>▪ the <b>Customer</b> was relocated less than 100 miles from their current home address.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A note from the <b>Customer's</b> Commanding Officer or line manager to confirm being called into work or duty and that this was not the <b>Customer's</b> originally scheduled shift(s).</li> </ul>

<p><b>Adverse Weather</b> - Adverse weather including snow, frost, fog or storm where a Government Agency has issued warnings not to travel which entirely prevents the <b>Customer</b> attending or reaching the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ Adverse weather with no warnings not to travel from a Government Agency.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of the travel warning from the Government Agency.</li> <li>▪ Confirmation of the relevant road closures.</li> </ul>
<p><b>Relocated for Work or New Job</b> - the <b>Customer</b> being relocated for work temporarily or permanently more than 100 miles from their current home address by their employer after the time of <b>Booking</b> which the <b>Customer</b> was unaware of at the time of <b>Booking</b> or: the <b>Customer</b> securing a new job which requires that they relocate more than 100 miles from their current home address, which the <b>Customer</b> was unaware of, at the time of <b>Booking</b>.</p>	<ul style="list-style-type: none"> <li>▪ Where the relocation or new job is less than 100 miles from the <b>Customer's</b> current residence.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A letter from the <b>Customer's</b> current employer confirming the relocation.</li> <li>▪ A letter from the <b>Customer's</b> new employer or contract of employment.</li> </ul>
<p><b>Theft of Ticket(s)</b> - The theft of a physical ticket for the <b>Booked Event</b> immediately before the <b>Booked Event</b></p>	<ul style="list-style-type: none"> <li>▪ Where tickets are able to be replaced by the ticketing company /event in advance of the-<b>Booked</b></li> </ul>	<ul style="list-style-type: none"> <li>▪ A police report or crime number to confirm the theft of the tickets.</li> </ul>

<p>where this cannot be replaced by the ticketing company/event organiser.</p>	<p><b>Event</b> or on the day via the box office.</p>	<ul style="list-style-type: none"> <li>▪ An email from the ticketing company/event organiser /confirming they are unable to replace/re-issue the tickets.</li> </ul>
<p><b>Government Travel Ban</b> - The government of the <b>Customer's</b> country of residence issuing a public travel ban to the country where the <b>Booked Event</b> is scheduled to take place.</p>	<ul style="list-style-type: none"> <li>▪ Where the <b>Customer's</b> government has issued a travel warning but has not banned travel to the country where the <b>Booked Event</b> is located.</li> <li>▪ Where the <b>Customer</b> made the booking after the Government Travel ban was already in force.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Evidence from an official government website confirming the travel ban to the country where the <b>Booked Event</b> is located.</li> </ul>
<p><b>Redundancy</b> - the <b>Customer</b> is unexpectedly made compulsorily redundant by their employer.</p>	<ul style="list-style-type: none"> <li>▪ Where the redundancy was voluntary.</li> <li>▪ Where the <b>Customer</b> is dismissed from employment.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A letter of compulsory redundancy from the <b>Customer's</b> employer.</li> </ul>
<p><b>Changes to Examination Dates</b> - The unforeseen change of the date of an examination for a course on which the <b>Customer</b> is registered to the day(s) of the <b>Booked Event</b>.</p>	<ul style="list-style-type: none"> <li>▪ Where the <b>Customer</b> failed the examination previously and had to re-sit.</li> <li>▪ Where the change of date of the examination was known to the <b>Customer</b> prior to making the <b>Booking</b>.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A copy of a notice from the examination body, school, college, university evidencing, the date of the examination has been changed.</li> </ul>
<p><b>Emergency Circumstances</b> - An unforeseen circumstance completely outside the <b>Customer's</b> control and of no fault of the <b>Customer</b>. The decision to refund is entirely</p>	<ul style="list-style-type: none"> <li>▪ Anything which Refund Protect considers is not-intended to be covered by this program.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Any evidence requested by Refund Protect to verify the emergency circumstances.</li> </ul>

<p>at the discretion of Refund Protect. We will consider these circumstances and have no obligation whatsoever to provide a refund.</p>		
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**General Exclusions**

**In all circumstances We will not indemnify the Customer where:**

- the **Customer** cannot provide a **Doctor’s** report for **Injury** or **Illness**;
- the **Customer** cannot return all unused tickets or vouchers forming part of the **Booking**;
- the **Customer** cannot provide evidence of the unused tickets when applying for a refund;
- the **Booked Event** is cancelled, abandoned, postponed, curtailed or relocated;
- the **Customer** decides not to attend a **Booked Event** other than for a reason covered by this policy;
- the **Customer** is prevented from travelling to a **Booked Event** due to disruption of the **Public Transport Network** which is public knowledge prior to the **Booked Event**;
- the **Customer** can recover any part of the **Booking**;
- in **Our** reasonable opinion, the **Customer** did not allow sufficient time to travel to a **Booked Event**;
- the **Customer** carries out a criminal act which prevents them attending a **Booked Event**;
- the **Customer** is prevented from travelling to a **Booked Event** due to an outbreak of contagious or communicable disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- the **Customer** makes a false or fraudulent refund application or supports a refund application by false or fraudulent document, device or statement;
- the **Customer** submits 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 the **Customer** in submitting or providing evidence to support their refund application with the exception of Medical Evidence (Doctors Note) with a value of £50 GBP or less.**

**We will not pay any consequence of; war, invasion, acts of foreign enemies, hostilities (whether ware be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion strikes, lockout, terrorism, denial of entry into any territory that is the direct consequence of any blanket prohibition of entry applied to foreign nationals of a named State by the actions of the government or executive power of the controlling Sovereign**

State of the territory to which entry is designed, 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.

**We** will not pay any loss caused directly or indirectly by:

- ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**We** will not pay any loss caused directly or indirectly by damage or destruction directly occasional by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**In all circumstances the following General Conditions will apply to the operation of this Policy**

- **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 the **Customer** will need to contact the Member within 14 days or complete this form [www.refundprotect.me/cancel](http://www.refundprotect.me/cancel)

**Requesting a Refund** - The **Customer** must log into [www.refundprotect.me/refund](http://www.refundprotect.me/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 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** report where your refund request is for **Injury** or **Illness** or accident. **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 delay, cancellation, mechanical breakdown or accident in relation to the **Public Transport Network**;

- for the breakdown of a private vehicle, a Police report, vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt or in the case of vehicle repairers;
- the original Jury Summons requiring **you** to be a juror;
- in the event of a burglary, the Police report with crime reference number;
- the original witness summons requesting **you** to appear in court;
- a copy of a valid visa permitting **your** travel to the **Booked Event**;
- confirmation of relevant road closures from the Police or the relevant Government agency if requesting a refund due to an official weather warning being issued;
- any reasonable additional evidence that **We** may request.

## CLAIMS PROCEDURE

In the event that **You** are obliged to make a refund to a **Customer** and wish to claim indemnity under this policy, **You** must report the event to the **Administrator** as soon as reasonably possible at the following address:

Refund Protect, 107 Kirkgate, Leeds, LS1 6DP.

**You** must provide the **Administrator** with such information in support of **Your** claim as **we** may reasonably request. This will include a copy of the **Customer's** refund application form and any other evidence the **Customer** has provided **You** with in support of the refund application. **You** must ensure that **You** have the **Customer's** permission to share these things with **Us**. Where **You** are obliged to make a refund as a result of adverse weather conditions, **You** must provide confirmation of relevant road closures from the Police or the relevant Government agency.

The information **You** provide **Us** with must be in English. Any costs incurred in translations will be at **Your** expense.

If **Your** claim for indemnity under this policy is covered, **We** will pay the value of the refund **You** are obliged to make to the **Customer**, subject to the benefit limit, to **You** or to the **Administrator** (as **Your** agent). If, for any reason, **your** claim for indemnity under this policy is not covered, **We** will tell **You** or the **Administrator** why this is.

All claims payments will be settled in pounds sterling. **We** are not liable for any variations as a result of fluctuations in exchange rates.

## FRAUD

If the **Policyholder** or anyone acting on behalf of the **Policyholder** makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy will be void and **You** will forfeit all rights under the policy. In such circumstances, **We** retain the

right to keep the premium and to recover any sums paid by way of benefit under the policy.

## **GENERAL CONDITIONS**

1. A person who is not a party to this policy (which is deemed to include the **customer**) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy. This clause shall not affect any right or remedy of a third party, which exists or is available apart from that Act.

2. **You**, may not assign, charge or otherwise pledge this policy to any other party without **Our** prior written agreement. Any such action by **You**, absent **Our** written agreement, will invalidate this Policy with **Us** being entitled to keep all premiums paid to **Us** and receive all premiums due to **Us** that are unpaid at the material date

3. Unless **We** agree otherwise:

a. the language of the vendor refund protection policy and all communications relating to it will be English; and

b. all aspects of the policy, including negotiation and performance, are subject to English Law and the jurisdiction of the English courts

4. The headings of this policy are for convenience only and shall not affect the construction thereof.

### **5. Cancellation**

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your** agent within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent, however no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a. Fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour



- d. Non-compliance with policy terms & conditions
- e. Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## 6. Alteration

- a. **We** may alter the Terms and Conditions of the policy at any time by giving 30 days written notice to the **policyholder**. **We** shall not exercise this right unreasonably.
- b. Any alterations to the Terms and Conditions of this policy shall only apply on or after the effective date of such alteration
- c. Only **We** or a duly authorised official acting on **Our** behalf may modify this policy or waive any condition, right or requirement contained herein and **We** shall not be bound by any promise or representation unless it is in writing and signed by one of **Our** officials.

## COMPLAINTS

It is always **Our** intention to give **You** the best possible service but if **You** do have any questions or concerns about this policy or the handling of a claim, **You** should follow the procedure below:

If **Your** complaint is about the sale of **your** policy, please contact **Your** agent who arranged the policy on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, it will be passed to:

Customer Relations Department, HCC Tokio Marine, 1 Aldgate, London EC3N 1RE

If **Your** complaint is about a claim **You** have made under **Your** policy please contact:

Refund Protect, 107 Kirkgate, Leeds, LS1 6DP.

Email: [compliance@refundprotect.co](mailto:compliance@refundprotect.co)

If it is not possible to reach an agreement, **You** have the right in either case, to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR. 0800 023 4567

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For

further information about **Your** statutory rights, contact **Your** local authority Trading Standards or Citizens Advice Bureau.

### **Governing Law**

Unless alternative law and jurisdiction is agreed between **You** and **Us** in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with by the courts of England or of the country within the British Isles in which **You** are domicile. Words not specifically defined in this Policy will be subject to their normal usage and interpretation or by reference to the Oxford English Dictionary

### **Data Protection**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing cover and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

The **Administrator** may need to collect data relating to **Customers** which under the Data Protection Act is defined as sensitive (such as the **Customer's** medical history) for the purpose of administering claims which may occur under this policy. **You** must ensure that **You** have explicit verbal or written consent from the **Customer** to such information being processed by **us** and that this fact is made known to the **Customer**.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.