

## TICKETPLAN VENDOR REFUND PROTECTION POLICY

The Price is Wight Limited – POLICY NUMBER AILTICK1120/02/69

### ENDORSEMENT NUMBER 1

#### ENDORSEMENT

With effect from November 1<sup>st</sup> 2023, “Appendix A – The Refund Promise issued to your customers” is restated as below:

#### Refund Promise

Dear Customer,

We understand that sadly not everyone can attend every event that they book. We wish to give you some peace of mind, although our promise does **not** extend to all circumstances. Our promise is that we will provide **you** with a refund for any unused **booking** if **you** are unable to attend the **booked event** due to any of the circumstances set out below.

The promise we offer is an additional service and totally optional. It is a promise that we will make a refund to **you** in certain limited circumstances for the payment of an additional fee in addition to your booking fee.

Refund Promise is not an insurance nor covered by the Financial Services Compensation Scheme.

This promise is administered by TicketPlan on our behalf. Please direct any questions that you may have as regards this promise or any refund to them at the address given below. Definitions are given at the end of this document.

Provided that the relevant **booked event** has not taken place and you give written notice to us within fourteen (14) days of having taken advantage of our Refund Promise, of your wish to cancel the benefit of your Refund Promise, then this promise will be cancelled and your fees paid in respect of the promise will be repaid.

Please note that all relevant reports must be provided in English. We cannot deal with any other language.

Our promise is subject to English law.

#### Our Promise: When we will refund

**Except as provided below under the heading “When we will not refund”, we will refund the cost of your booking if you are unable to attend a booked event due to:**

- unexpected disruption of the **public transport network** which could not have been reasonably known about before the date or time of the **booked event** provided you supply 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**;
- **your** death, or an **accident**, or **illness** that means **you** are unable to attend a **booked event**;
- the death, **accident** or **illness** of any person in the **group** due to attend the **booked event** with **you**, if they are the sole other member of the group;
- the death, **accident** or **illness** of any person(s) in the **group** who is also a member of **your immediate family**.
- **accident** or **illness** of a member of **your immediate family**;
- the death of a member of **your immediate family** who is not part of the **group**, which occurs within the 4 weeks leading up to the **booked event** or where the funeral falls on the day of the **booked event**;
- pregnancy which occurs after the time of **booking** and where **you** give birth within the 4 weeks leading up to the **booked event**;
- pregnancy where the date of **booking** is more than 35 weeks before the expected delivery date of **your** baby and where:
  - **you** give birth within the 4 weeks leading up to the **booked event**, or

## Ahead of the crowd on ticket protection

- the **booked event** falls within 4 weeks of the expected date of delivery of **your** baby.
- the mechanical breakdown, **accident**, fire or theft of the private vehicle whilst taking **you** to the **booked event** provided that you supply a dated vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt, or confirmation from the vehicle motor insurers, vehicle repairers or police;
- jury service of which **you** had not received notice at the time of the **booking** provided you produce the original dated jury invitation inviting **you** to be a juror;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services** provided that in relation to the burglary, you supply the police report with crime reference number or confirmation of attendance of the **emergency services** in the case of fire;
- **you** being summoned to appear in court proceedings as a witness of which **you** had not received notice at the time of **booking** provided you supply the original dated summons requesting **you** to appear in court;
- **you** being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which **you** had not received notice at the time of the **booking** provided that you produce the original advice of cancellation of leave/advice to travel at short notice in relation to military service;
- **you** being an employee of the **emergency services** and being required to attend an emergency and having leave withdrawn unexpectedly which **you** had not received notice of at the time of the **booking** provided that **you** produce the original advice of cancellation of leave/advice to attend emergency at short notice in relation to your employment.
- adverse weather where the Met Office have issued a red weather warning or where the Police service or other Government agency have issued a specific warning not to travel provided that you supply a printout or screen grab from the Met Office website/confirmation of Police Warning for weather applications.

## When we will not refund?

We will **not** make a refund where:

- any circumstance which prevent **you** from attending a **booked event** which **you** could have reasonably known about at the time of the **booking**;
- **you** or a member of the **booked group** were medically unfit to attend the **booked event** when **you** purchased this Refund Promise;
- **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**, for example planned strike action or engineering works;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated by the organiser or promoter, at any time prior to a refund being processed by **us**;
- **you** cannot provide suitable supporting documentation, a **doctor's** report for **accident** or **illness** or a death certificate where your refund request is for death;
- where a **normal pregnancy** is the sole reason **you** cannot attend a **booked event**, with the exception of where the date of **booking** is prior to 35 weeks before the expected delivery date of **your** baby and where either:
  - **you** give birth within the 4 weeks leading up to the **booked event**, or
  - the **booked event** falls within 4 weeks of the expected delivery date of **your** baby.
- any proportion of the value of the **booking** you can recover elsewhere;
- unaffected member(s) of the **group** choose not to attend a **booked event**;
- in **our** reasonable opinion, **you** did not allow sufficient time to travel to a **booked event**;
- **you** carry out a criminal act which prevents **you** attending a **booked event**;
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement;
- the cancellation results from physical or financial failure of air transport or airlines or delays resulting from air travel;
- **you** are prevented from travelling to a **booked event** due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel.
- **you** do not attend a **booked event** other than for a reason included within this Refund Promise;

## The Amount of the Refund

If the above conditions are fulfilled, we will refund you the purchase price including any booking fee, of the **booked event**.

Our refund will **not** include travelling or associated other expenses (unless travel costs are included as part of the total booking price, in which case we will refund the amount of those costs so included).

We will not pay any costs you incur in submitting or providing evidence to support your refund application.

### General Conditions

The following apply to ALL requests for a refund:

- a) **you** must make all necessary arrangements to arrive at the event on time and be prepared to evidence the same;
- b) **you** must take all reasonable precautions to prevent or reduce any request for a refund
- c) **you** must take all reasonable precautions to prevent or reduce the amount to be refunded.

### Requesting a Refund from Us

**You** must either visit [www.ticketplangroup.com/refund-application-form](http://www.ticketplangroup.com/refund-application-form) and complete an online refund application form, or email **us** at [refunds@ticketplangroup.com](mailto:refunds@ticketplangroup.com) in order to request a refund application form as soon as reasonably possible after becoming aware of circumstances that may lead **you** to request a refund.

**You** may be asked to provide at **your** own expense the following:

- the original unused **tickets** and vouchers for all parts of the **booking** – there will be **no** refund unless **you** return any unused **tickets** or vouchers forming part of the **booking, or other evidence of unused tickets**;
- other evidence as set out above; and
- any reasonable additional evidence that **we** may request.

### Data Protection and Privacy Notice

We will use your personal data in accordance with applicable data protection laws and our privacy policy, a copy of which can be found on our website or requested by contacting us.

Personal Data provided when you purchase the Refund Promise will be shared with TicketPlan Limited. If you make a claim under the Refund Promise you will be required to provide additional personal data to TicketPlan Limited. TicketPlan Limited will use your personal data for the purpose of administering your claim under the Refund Promise in accordance with applicable data protection laws and its privacy policy, a copy of which can be viewed at [www.ticketplangroup.com/privacy-policy](http://www.ticketplangroup.com/privacy-policy).

### Definitions

The following words or phrases have the meaning shown below wherever they appear in bold in this document.

accident	A bodily injury confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event</b> .
booking	The transaction in which <b>you</b> paid for a <b>booked event</b> .
booked event	The pre-planned and pre-booked service(s) / event(s) / <b>ticket(s)</b> transacted with <b>us</b> by <b>you</b> .
doctor	A qualified medical practitioner who is: <ul style="list-style-type: none"> <li>– Registered with the General Medical Council or other professional accredited body and practising in the UK.</li> <li>– Registered with the appropriate authority and who practices in the country in which <b>you</b> reside, if <b>you</b> are not resident in the UK.</li> </ul> A <b>doctor</b> cannot be <b>you</b> , a member of the <b>booked</b> group or your <b>immediate family</b> .
emergency services	The Police, Fire and Rescue Service or Emergency Medical Services.

group	Any number of people who have made a <b>booking</b> with the booking vendor with Refund Promise in the same transaction.
illness	A physical or mental condition confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event</b> .
immediate family	<b>Your</b> husband, wife, partner, civil partner, parent, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law or daughter-in-law
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.
public transport network	Buses, trains and other forms of transport that are available for public use, charge set fares and run on fixed routes, on which the customer had planned to travel to a <b>booked event</b> . This does not include public hire taxis licensed for public use or aeroplanes/airlines.
ticket(s)	A non-refundable, authorised <b>ticket</b> that was purchased from a recognised and reputable booking vendor where the Refund Promise has been purchased at the same time as purchasing the <b>ticket(s)</b> .
we/us/our	The booking vendor with whom <b>you</b> made the booking.
you/your/yourself	A person who has made a <b>booking</b> alone or as part of a <b>group</b> with <b>us</b> .

### TicketPlan Refund Promise 102023

All other Terms & Conditions remain unaltered.

[Signed for TicketPlan, operating as agent under a Agency Agreement from Astrenska Insurance Limited](#)



Date: 12<sup>th</sup> October 2023