



TICKETPLAN EUROPE **BOOKING REFUND INSURANCE™**

INTRODUCTION

This is **your** Booking Refund Insurance policy wording, which forms **your** contract of insurance with **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 by **you** and for which you have paid the appropriate premium.

Your policy wording and confirmation email is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by this policy and happens during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions, apply to each ticket.

Certain words have a special meaning as shown under the heading "Definitions". These definitions have been highlighted by the use of bold print throughout the policy document.

PERIOD OF INSURANCE

Your Booking Refund Protection cover starts at the time **you** book the event and pay the insurance premium. The cover ends as soon as **you** arrive at the booked event.

THE INSURERS

This insurance is underwritten 100% by Catlin Insurance Company (UK) Limited ("Catlin") and has been arranged by TicketPlan Limited under the terms of a Delegated Authority.

Catlin's Registered Office is at 20 Gracechurch Street, London EC3V 0BG.

Authorised and regulated by the FCA and PRA and entered on its register under number 423308.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If Catlin is unable to meet its liabilities, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

WHAT IS COVERED

We will pay **you** up to a limit of **€200.00** if **you** are unable to attend a **booked event** due to:

- unexpected disruption of the **public transport network** **you** could not have reasonably known about before the date or time of the **booked event**;
- the death, accident, or illness of **you**, a member of **your immediate family** or any person(s) in the **group** due to attend the **booked event** with **you**;
- mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booked event**;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services**;

- adverse weather including snow, frost, fog, or storm where the Police service or other Government agency have issued warnings not to travel.

EXCLUSIONS

We will not indemnify **you** where:

- **your illness** or death or the **illness** or death of a member of **your immediate family** is caused by or is as a result of a **pre-existing medical condition**
- **you** cannot provide a **doctor's** report, suitably dated receipt from a pharmacy, receipt from **your** health insurer or any other reasonable evidence for **accident** or **illness**;
- the symptoms that accompany a **normal pregnancy** are the sole reason **you** cannot attend a **booked event**;
- **you** cannot return any 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, curtailed or relocated;
- **you** decide not to attend a **booked event** other than for a reason covered by this insurance;
- **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 cost 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 which prevents **you** attending a **booked event**;
- **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; or
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement.

We will not pay for travelling or associated expenses (unless travel costs are included as part of the total booking price), or any loss other than the purchase price, including booking fee, of the **booked event**.

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

We will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, 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 radiations or contamination by radioactivity from 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.

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

DEFINITIONS

In this Booking 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.

Accident	A bodily injury confirmed by a doctor that prevents you from attending the booked event .
Administrator	TicketPlan Limited, Leigh House, Broadway West, Leigh on Sea, Essex SS9 2DD.
Doctor	A qualified medical practitioner registered with a recognised professional body. A doctor cannot be you or a member of your immediate family .
Emergency Services	The Police, Fire and Rescue Service or Emergency Medical Services.
Booking/Booked event	The pre-planned and pre-booked service(s)/event(s)/ticket(s) booked and transacted through and provided within the Netherlands
Group	Any number of people who have made a Booking including Booking Refund Insurance within the same transaction.
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, grand-parent, child, brother or sister.
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.
Period of Insurance	Your Booking Refund Protection cover starts at the time you book the event and pay the insurance premium. The cover ends as soon as you arrive at the booked event.
Policyholder	The individual shown within the booking confirmation email and who has paid the Booking Refund Insurance premium
Pre-existing medical condition	Any disease, illness or injury (whether diagnosed or not) existing at or before the date of booking and for which medical advice or treatment has been sought in the 12 months preceding the date of booking.
Public Transport Network	Any mode of public transport other than public hire taxis licensed for public use on which you had planned to travel to a booked event within the Netherlands
You/Your/Yourself	A person who has made a booking alone or as part of a Group with Link2Ticket.
We/us/our	Catlin Insurance Company (UK) Limited

CLAIMS PROCEDURE

If you need to cancel a ticket please visit www.ticketplangroup.com/NL and complete a claim form, as soon as reasonably possible and no later than 14 days as an absolute maximum after becoming aware of circumstances that may lead you to request a payment.

Alternatively write to us at TicketPlan, Postbus 1005 1440BA Purmerend, The Netherlands to request a claim form.

You must provide **us** with such information in support of **your** claim as **we** may reasonably request. This will include a copy of **your** claim form and any other evidence that **we** may require in support of **your** claim.

The information **you** provide **us** with must be in Dutch. 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 to **you** subject to the benefit limit. If, for any reason, **your** claim for indemnity under this policy is not covered, **we** will tell **you** why this is.

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

We have the right to deal with and take over, in **your** name, any claim **you** make under this insurance policy and to take legal action in your name (at our expense) and ask you to give us details which will assist us to recover any payment we have made under this policy.

DATA PROTECTION

We only request the personal data that is necessary in order to:

- contract and maintain the insurance policy;
- handle claims;
- inform **you** about services;
- prevent and control fraud.
- comply with legal obligations.

We comply with the Financial Institutions Code of Conduct for Processing of Personal Data in that regard. A consumer brochure of the Code can be downloaded from the Association of Insurers website, www.verzekeraars.nl. **We** exchange your damage and insurance details with the CIS Foundation in Zeist and comply with the privacy regulations of this foundation (see www.stichtingcis.nl). In some cases **we** record telephone conversations. **We** use these recordings primarily for the training of **our** employees.

FRAUD

If **you** or anyone acting on **your** behalf 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.

CANCELLATION RIGHTS ('Cooling-Off' Period and Your Right to Cancel Your Policy)

If this cover is not suitable for **you** and you want to cancel your policy, **you** must contact the ticket vendor with whom **you** have made **your booking** within 14 days of buying your policy. In line with the conditions below the premium will be refunded.

We will not refund **your** premium if **you** have attended the Booked Event or made a claim.

Please note that your cancellation rights are no longer valid after this initial 14 day period.

GENERAL CONDITIONS

1. A person who is not a party to this policy 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 this policy without prior written agreement from **us**.
3. Unless **we** agree otherwise:

the language of the booking refund protection policy and all communications relating to it will be Dutch; and

all aspects of the policy, including negotiation and performance, are subject to English law and the decisions of English courts.
4. The headings of this policy are for convenience only and shall not affect the construction thereof.
5. **We** will not pay any claim on this policy for any amounts which are covered by another insurance policy. In such circumstances **we** will only pay **our** share of the claim.

COMPLAINTS

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. If **you** have a complaint or if **you** disagree with a decision of one of **our** employees, please contact **us** so that **we** can discuss this. If **you** cannot reach agreement with **our** employee, send a letter or an email with **your** complaint to :

Customer Services
TicketPlan Ltd, Leigh House, Broadway West, Leigh-on-Sea Essex SS9 2DD
Telephone: 01702 482284
Email: managementteam@ticketplangroup.com

If **we** cannot solve **your** complaint to **your** satisfaction, **you** can submit it to the Financial Services Complaints Institute (Kifid), PO Box 93257, 2509 AG The Hague, the Netherlands.

This is possible within three months after **we** have taken a final decision. If **you** cannot reach agreement with **us** or the Kifid, **you** can submit **your** complaint to the courts.

CLAUSE TERRORISM COVER

The Clauses Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company N.V.' applies on this insurance. This Schedule was sent to you on July 15th, 2003 as an annex to a house-to-house letter sent to all addresses in the Netherlands. If requested we can send it again (free of charge) to you. You can also view the text via www.terrorisneverzekerd.nl.

TicketPlan Limited are Appointed Representatives of Essex Financial Management Limited ("EFM"), EFM is Authorised and Regulated by the Financial Conduct Authority (149177)

TicketPlan Limited operates as a Coverholder under a Binding Authority Agreement from Catlin Insurance Company (UK) Ltd and in performing duties under this Agreement acts on behalf of the Underwriters.

This insurance is underwritten by Catlin Insurance Company (UK) Ltd.
and their Registered Office is at 20 Gracechurch Street, London EC3V 0BG.
Authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority and entered on its register under number 423308.