

AGREED TERMS OF SALE EXTENSION "REFUND PROTECTION"

To qualify for protection under this insurance the following text must be utilised by the Merchant within their own contractual offering of "Refundable Terms of Sale".

This is an optional extension to **Our** standard Terms & Conditions of Sale and Trade that **You** have chosen to adopt. It provides **You** a right to request the rescission of **Your Booking** and refund of the payment made to **Us** in consideration of the transaction for **Your Booking** where:

1. **You** are unable to attend the booked event due to any of the circumstances set out in this document and have provided the information required to support **Your** request, as set out in the table below.
and;
2. **You** return to **Us** all rights and title in the goods and/or services expressed and/or conveyed within the **Booking**.

We, at all times, retain discretion as to **Our** agreement to the rescission of **Your Booking**.

Your application and **Our** payment will be handled by **Our** agent who act as the administrator of this Refund Protection extension. All Refunds will be made by a direct to **Card** refund of the transaction value recorded at sale as originally charged to the **Card** with which payment was made. **We** will not refund by any other means or to any other location or receiving account unless **You** provide evidence that the **Card** Account from which payment was made no longer exists.

If **Your Booking** is cancelled or postponed by the provider, **You** should contact **Our** Customer Service team directly; see **Your Booking** confirmation or **Our** website for contact details. Cancellation by a provider does not give rise to any right to refund under these Terms and Conditions of Sale.

These Terms will take effect at **Your** application if **You** cannot **Attend Your Booking** due to any of the reasons below and have provided the evidence requested below.

Please also read the General Conditions of Refund.

- Illness / Injury
- Pre-existing Medical Condition
- Pregnancy Complication
- **Your** Death or Death of **Immediate Family**
- Public Transport Failure or Disruption
- Flight Disruption or Cancellation
- Vehicle Mechanical Breakdown
- Adverse Weather
- Home Emergency
- Theft of Travel or Identity Documents
- Workplace Redundancy
- Jury Service
- Court Summons
- **Armed Forces & Emergency Services** Recall
- Relocated for Work or Requirement to **Attend** Business Appointment
- Changes to Examination Dates

For full information on what **We** will and will not refund for each reason **You** must read the General Conditions of Refund, and the individual reasons section below.

General Conditions of Refund

- Maximum refund value will not exceed GBP (£) 10,000 or the **Booking** currency equivalent.
- Any reason for refund must not be foreseeable at the time **You** made the **Booking**.
- **We** do not refund if **You** made **Your Booking** by mistake, if **You** change **Your** plans or it is no longer wanted or needed.
- If **Your Booking** is cancelled, postponed or cannot be fulfilled by the **Provider**, please contact the Customer Service team directly for further advice about **Your** Refund.
- **You** must make all arrangements to **Attend** the **Booking**, including arranging any necessary travel or documents, and allowing suitable travel time.
- **We** don't refund where **You** are worried about or there is a threat of catching a **Communicable Disease** or where **Your** travel plans are affected by **Communicable Disease** restrictions.
- **We** may ask for any reasonable additional evidence required to support **Your** application, which may include proof of eligibility and intent to **Attend**.
- **You** will be asked to provide supporting evidence at **Your** own expense. If **We** agree to rescind the transaction and make a refund **We** will contribute £50 (or currency equivalent) towards the cost of a **Doctor's** Note or Medical Certificate.
- Where the **Booking** is in respect of accommodation (Hotel, Hostel, Villa, Airbnb or like) and one or more Guest(s) is prevented from attending the **Booking** (due to an Inability to Attend for a reason below) partial or entirely but one or more of the remaining Guests wish to continue with the **Booking**, a refund will be allowed and paid to **You** by a direct to **Card** refund. Such refund will be calculated based upon the total **Booking** Price divided by the number of Guests originally booked to attend the **Booking**, then multiplied by the number of Guests who are prevented from attending the **Booking** either partial or entirely and the time they are unable to attend the **Booking**. Notwithstanding the foregoing, if any Guests who are prevented from attending the **Booking** are replaced by alternative Guests for the relevant **Booking** duration, then the refund will only apply to the diminished number of Guests who are not so replaced and the diminished time they do not attend. **We** will not refund any person or party other than **You**. **Our** refund to **Your Card** used to make payment for the **Booking** will discharge **Our** refund obligation in full and **We** will not recognise or meet any other claim for refund from any person or party.

Requesting a Refund

To apply for a Refund, simply click on the link in **Your Booking** confirmation email or click here or visit refunds@eosclaims.com. The application must be completed at **Your** first opportunity and in all circumstances within 60 days after the **Booking** fulfilment date.

Illness / Injury	means an Illness or accidental Injury to a person in the Booking or an Immediate Family member.
What We do not refund	Where You cannot provide evidence that the person affected is within the Group due to attend the Booking . Telephone or online consultations. Where You have not been physically examined by a Doctor prior to the date of the Booking . Conditions that are unpredictable and the Booking is more than two

	<p>months in the future.</p> <p>Coronavirus Disease (COVID-19), Severe Acute Respiratory Syndrome Coronavirus 2 (SARS CoV-2), any mutation or variation of SARS-CoV-2 or any loss directly or indirectly arising out of, contributed to by, or the fear or threat (whether actual or perceived) or any action taken in controlling, preventing, suppressing or in any way relating to any fear or threat (whether actual or perceived) thereof including the imposition of quarantine or the restriction of movement by any local, national or international body or agency.</p>
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Evidence required	<p>Doctor's note or Medical Certificate confirming:</p> <ul style="list-style-type: none"> • The details of the illness or injury, • The date it first occurred, • That it prevents the person from Attending. • Proof of Immediate Family relationship if the person is not in the Booking.
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Pre-existing Medical Condition	means a physical or mental health condition that You already had when You made the Booking that would not normally prevent You Attending .
What We do not refund	<p>Where guidelines for Your pre-existing medical condition would normally prevent You from Attending the Booking.</p> <p>Telephone or online consultations.</p> <p>Conditions that are unpredictable and the Booking is more than two months in the future.</p> <p>Pre-existing medical conditions of Immediate Family.</p>
Evidence required	<p>Doctor's note or Medical Certificate confirming:</p> <ul style="list-style-type: none"> • Details of the illness, • The date it changed, • That it prevents the person from Attending.

Pregnancy Complication	means a complication of pregnancy You were unaware of when making the Booking and which means You cannot Attend the Booking .
What We do not refund	Normal Pregnancy.
Evidence required	<p>Doctor's note or Medical Certificate confirming:</p> <ul style="list-style-type: none"> • Details of the complication, • The date it occurred, • That it prevents the person from Attending.

Death	means Your death any time prior to the Booking or the death of an Immediate Family member or any person(s) in the group due to Attend the Booking , up to 35 days prior to the date of the Booking .
What We do not refund	Where You cannot provide evidence that the person was within Your Immediate Family or in the group due to Attend the Booking .
Evidence required	A death certificate. Proof of relationship.

Public Transport Failure	means unexpected disruption or failure of the public bus, train, tram or ferry network which is not foreseeable before the date of the Booking .
What We do not refund	If there is a financial failure or default of any Transport provider. Heavy traffic or road closures.
Evidence required	Confirmation of failure or disruption of the public transport. (This can normally be obtained from the transport company's website).

Flight disruption	means cancellation or significant delay of flight(s) which You were unaware of before the date of the Booking that prevents You from Attending Your Booking .
What We do not refund	If Your flight is Your Booking and it is cancelled or postponed, Your refund will not be paid through this service. Please contact Customer Services. If You were aware of the disruption prior to the date of the Booking and did not make reasonable suitable alternative travel arrangements. If there is a financial failure of any Transport Provider . If the purpose or reason for which You booked Your flight in order to Attend has altered or been cancelled. If You have not allowed sufficient time between flights. If You have only secured a standby position for the flight.
Evidence required	A copy of Your airline ticket and notice of cancellation or disruption from the airline.

Mechanical Breakdown	means in the 24 hours prior to the Booking , the unexpected mechanical breakdown, accident, fire or theft of a vehicle taking You to the Booking .
What We do not refund	If You did not leave sufficient time to travel to the Booking . If the vehicle runs out of fuel or electric charge. If You did not make reasonable alternative arrangements to Attend the Booking . Any vehicle You plan to use during the Booking .
Evidence Required	Breakdown – A copy of the call out note from a national breakdown recovery service or tax registered commercial vehicle repairer / garage / roadside vehicle services provider. An incident number or report from the Police or relevant traffic authority.

Adverse Weather	means weather where a Government Agency or Local Authority has issued warnings not to travel which mean You cannot Attend .
What We do not refund	Adverse weather with no Government Agency or Local Authority warnings not to travel. Where the venue where the Booking is to take place as a result of the weather warning is closed or cancelled. Please contact Customer Services.
Evidence required	A copy of the travel warning from the Government Agency. Confirmation of relevant route closures.

Home Emergency	means a Burglary, Fire, Malicious Damage or Flood at Your main private residence within 48 hours immediately before the Booking .
What We do not refund	Any Home Emergency for which You cannot provide evidence as below.
Evidence required	Burglary, Flood, Malicious Damage – A Police reference number or evidence from the submission of a claim to Your home insurance company. Fire – A report from the Fire Service and/or Police.

Theft of Document(s)	means the theft of a document necessary for the Booking , which cannot be replaced in time for the Booking .
What We do not refund	If the documents can be replaced in advance of the Booking or on the day. Lost documents.
Evidence required	A Police report or crime number to confirm the theft dated within 24 hours of the theft taking place. (Self-declaration not accepted) An email from the Booking agent confirming they are unable to replace/re-issue the tickets.

Relocated for Work	means a requirement to move address, undertake a business trip or attend or travel to a business appointment imposed on You by Your current employer, unknown to You at the date of Booking . The move may be temporary or permanent and must be to a location that makes the travel requirement to Your Booking unreasonable.
What We do not refund	Planned attendance at business meetings and business travel.
	Any temporary relocation for work must be for a period of at least 3 months. Voluntary relocation or where You are changing employer for a new role. Where You or a member of Your Immediate Family are the business owner or registered director.
Evidence required	A letter from Your current employer confirming the relocation details. Evidence of living at the new address.

Workplace Redundancy	means You are unexpectedly made compulsorily redundant by Your employer with whom You have been permanently employed full time for a period of at least 2 years.
What We do not refund	Where the redundancy was voluntary. Where You are dismissed from employment. Where You or a member of Your Immediate Family are the business owner or registered director.
Evidence required	A letter of compulsory redundancy from Your employer. Evidence that You have been in this employment for over two years.

Armed Forces & Emergency Services Recall	means You as a member of the Armed Forces , Reserve Armed Forces or Emergency Services are recalled to work on the date of the Booking or are posted overseas and cannot Attend the Booking .
What We do not refund	You were aware of or had scheduled work on the date of the Booking , prior to making the Booking .

	You made an unsuccessful request for annual leave for the date of the Booking .
Evidence required	A note from Your Commanding Officer or Line Manager to confirm being called into work or duty and that this was not Your original schedule.

Jury Service	means a summons for You to Attend Jury Service over the date of the Booking of which You were unaware at the time of making the Booking .
What We do not refund	Any Jury Service for which You cannot provide evidence as below.
Evidence required	A copy of the letter requiring Jury Service.

Court Summons	means You are summoned to appear as a witness in court proceedings on the day of the Booking of which You were unaware of the time of making the Booking .
What We do not refund	Any Court Summons in which You are not there as a witness, including civil and criminal cases where You are involved in the case Yourself as the plaintiff or defendant.
Evidence required	A copy of the Court Summons.
Re-sit Examination	means a requirement for You to re-sit an examination on a date of the Booking that You were unaware of either the failure of the original examination and/or the date of the re-sit at the time of the Booking .
Evidence required	A copy of a notice from the examination body, school, college, or university confirming the re-sit date.

Changes to Examination Dates	means the unforeseen change of the date of an examination that You are already registered to the day(s) of the Booking .
What We do not refund	Where the examination is being provided by a commercial business (not by an educational board).
Evidence required	A copy of a notice from the examination body, school, college, or university confirming the change of date.

Specific reasons where **We** will not make refunds:

We do not refund for non-**Attendance** of a **Booking** directly or indirectly associated with:

- In circumstances and to the extent **You** can recover or claim restitution or compensation in cash or kind from a **Paying Party**.
- Illness directly resulting from an **Epidemic, Pandemic or Communicable Disease** or threat where travel is restricted by order of any public, local, national or international authority, agency or government.
- actual or perceived: wildfires, volcano eruption, ash clouds, tsunami, earthquake; floods, drought, landslides, hailstorms, hurricanes, war (declared or undeclared), hostilities, terrorism, civil commotion or disorder, riot or unrest; strikes and industrial action; imprisonment, repatriation, deportation; poisonous biological or chemical
- materials, seepage, pollution, radioactivity; Cyber Incident or Cyber Act; Computer System Failure: state property seizure, prohibition, regulation or order by any local authority or government agency (save in relation to adverse weather).

- changes to personal plans, failure to hold valid travel documents including but not limited to valid entry Visa, Passport or other identity documents (unless stolen) failing to comply with any law;
- any **Booking** emanating from or for travel to Iran, North Korea, Russia, Sudan or Syria or any other country, region or city for which **Your** government has issued a travel advisory prior to the **Booking** being made;
- where exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.
- if the period **You** have held the **Booking** exceeds 18 months from the date originally booked to the conclusion of the transacted event.
- if **Your** inability to attend the **Booking** resulted from:
 - acts committed with the intent to suffer an inability to **Attend** the **Booking**;
 - the abuse of alcohol or drugs, medication or non-compliance with prescribed medical treatment, regime, therapy, advice or medication.
- intentionally self-inflicted harm;

Definitions

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

We/Us/Our	We are the Booking agent (the Merchant) with whom You made and paid for the Booking .
You/Your/Yourself	A person who has made a Booking alone or as part of a group with Us by use of e-commerce (an electronic payment method accepted by Us)
Armed Forces	The Military Forces of a Sovereign State
Attend/Attending/Attendance	Participate in, take part in, use, or be present at
Booking	The pre-planned and pre-booked service(s)/event(s)/flight(s)/ticket(s) transacted with Us by You .
Card	The Debit Card, Credit Card or Digital Wallet from which the payment for the Booking was made by You .
Communicable Disease	Any disease capable of being transmitted from a species to a susceptible host, either directly or indirectly.
Doctor	A qualified medical practitioner registered and licensed to prescribe drugs and administer medical treatment with a recognised professional body at the location where the treatment is provided. For the purpose of this agreement a Doctor cannot be You or a member of Your Immediate Family . A Doctor does not include a naturopath, a herbalist or a homeopath.
Emergency Services-	Police, Fire and Rescue Service or other Emergency Services
Epidemic	A Communicable Disease outbreak that spreads rapidly in a limited geographic region

Pandemic	A Communicable Disease outbreak that spreads rapidly across multiple global geographic regions
Immediate family	Your legal or de facto spouse, civil partner, parent, child, siblings, grandparents, daughter(s)-in-law, son(s)-in-law, parents-in-law, stepfamily, fiancé or fiancée.
Provider	the company or organisation that is responsible for the running or physical delivery of the Booking .
Paying Party	Any organisation or body who has a legal liability to pay compensation for the failure of a service that forms the whole or part of the Booking , against whom You have a right of refund.
Rescission	Cancellation of a contract and the return of the parties to the positions they would have had if the contract had not been made.

IMPORTANT

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

These reasons for refund are considered on a discretionary basis and are not to be taken as a guarantee of refund.