

**Event Travel  
Ticket Package Refund Insurance Policy  
Terms & Conditions as from 08 Aug 2011**

**1. Ticket Package Refund Insurance Covered Perils**

- 1.1(a) The Individual Person(s) inability to attend or late arrival at the Event such that they are unable to attend the Event thereby being wholly unable to utilise the Ticket Package (s) solely as a direct result of:
- i) Incapacity of the Individual Person(s) through Accident, Bodily Injury or Sickness first commencing prior to the Event.
  - ii) Death of the Individual Person(s) or a member of their Immediate Family within thirty days prior to the date of the Event.
  - iii) Travel Delay due to the mechanical failure of or accidental damage to the transport in which the Individual Person(s) are travelling or due to a cause outside of the control of each of the Individual Person(s) that solely and directly prevents the Individual Person(s) continued safe transit to the Event.
  - iv) The unavoidable requirement of the Individual Person (s) to perform jury service where the jury summons was first received by the Individual Person(s) after the date of purchase of the Ticket Package by the Ticket Package Buyer(s).
  - v) Strikes, riots, civil commotion, martial law.
  - vi) Restricted access to the Venue caused by Flood, Fire, Explosion, or through the act of a constituted authority to protect Public Health and Safety.
  - vii) Adverse weather, including snow, fog, frost or storm preventing the Individual Person(s) from reaching the Venue.
  - viii) The unavoidable requirement for the Individual Person(s) to remain at home at the time of the Event due to serious damage to the Individual Person(s) home or place of business caused by fire, aircraft, explosion, storm, flood, subsidence, earthquake, falling trees, burst pipes, lightning, malicious persons or theft.
  - ix) The Individual Person(s) inability to attend an Event which is Rescheduled after the date of purchase of the Ticket Package by the Ticket Package Buyer(s), due solely to a Prior Engagement of the Individual Person(s) such prior engagement to be existing prior to the date of the first announcement of the Rescheduling.
- 1.1(b) Cancellation, Abandonment, Postponement or Relocation of the Event which is the sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is beyond the control of the Insured and the Ticket Package Buyer(s) and the Individual Person(s) and the Participant.
- 1.2 This refund insurance provides indemnity for the amount paid by the Ticket Package Buyer to the Ticket Package Agent.
- 1.3 ImpCom maximum liability shall not exceed the invoice value of the Individual Ticket Package Price.

## **2. Ticket Package Refund Insurance Definitions**

- 2.1 Ticket Package Price means the invoiced purchase price as invoiced to the Ticket Package Buyer(s), including service fees and fulfillment costs of the Ticket Package excluding any charge applicable under the ImpCom Refund Scheme.
- 2.2 Venue means the place(s), as detailed on the individual ticket, which forms part of the Ticket Package purchased by the Ticket Buyer(s) where the Event is to be held.
- 2.3 Accident means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place.
- 2.4 Bodily Injury means an identifiable physical injury, including illness resulting from such injury, which is caused by an Accident occurring after the date of purchase of the Ticket Package.
- 2.5 Sickness means an illness which is sufficiently debilitating to prohibit safe movement of the Individual Person concerned and their inability to travel and which did not exist before the date of purchase of the Ticket Package by the Ticket Package Buyer(s).
- 2.6 Event means the particular performance within the Ticket Package for which the Ticket Package was purchased.
- 2.7 Cancellation or Cancelled means the inability to proceed with the Event prior to commencement which takes place either on the date specified on the ticket or on the Rescheduled date.
- 2.8 Abandonment or Abandoned means the inability to complete more than 30% of the Event once commenced.
- 2.9 Postponement or Postponed means the unavoidable rescheduling of the Event to another time.
- 2.10 Relocation or Relocated means the unavoidable removal of the Event to another location.
- 2.11 Rescheduled or Rescheduling means the Postponement and / or moving of the Event to a date after the original date stated on the individual ticket(s) which form part of the Ticket Package purchased by the Ticket Package Buyer(s).
- 2.12 Participant means any party, including without limitation, any act, artist, celebrity, sports or other person(s) billed to appear or perform at the Event or any provider of technical services, who is contracted to perform a function critical to successful fulfillment of the Event.
- 2.13 Prior Engagement means a pre existing engagement in respect of which the Individual Person(s) has proof that such Individual Person(s) has committed to attend prior to the announcement of the date of a Rescheduled Event.
- 2.14 "Terrorism" means: an unlawful act including but not limited to the use of force or violence and / or the threat thereof, by any person(s) acting individually 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 part thereof in fear.

- 2.15 Immediate Family means the mother, father, sister, brother, children, spouse, civil partner or co-habitee (and their children) and civil law partner provided that such person(s) are subject to Exclusions 4.11 and 4.12 of this Policy.
- 2.16 Individual Person means the Ticket Package Buyer's invited guest(s) to the Event as part of the Ticket Package.
- 2.17 Non Appearance means any loss in consequence of the Cancellation or Abandonment of the Event arising directly or indirectly from the death, accident, or illness, or travel delay of the Participant.
- 2.18 Appointed Representative means Hyperion Claims Specialists Limited.
- 2.19 Ticket Buyer(s) means the buyer(s) of a Ticket Package(s) or from an Agent who purchases the Ticket Package(s).
- 2.20 Ticket Package means the provision of a ticket for an Event plus at least one other further Ticket service, such as, but not limited to, hotel, transport, car parking, food or beverages, additional to the purchase price of a ticket and as confirmed on the Event Travel Confirmation Invoice
- 2.21 Ticket Package Agent means a trade buyer and seller of Ticket Packages.

**3. It is a condition precedent to the liability of ImpCom that the Insured has:**

- 3.1 Truthfully declared all material facts.
- 3.2 No knowledge at inception or at the date of any Ticket Package Buyer's inclusion in the ImpCom Ticket Package Refund Scheme of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Refund Insurance.
- 3.3 Paid the premium due in accordance with the written conditions of the ImpCom Ticket Package Refund Insurance agreement.
- 3.4 That the Ticket Package Buyer notifies Hyperian Claims Specialists Ltd as soon as practically possible and in any circumstances within seventy two (72) hours of the incident which leads to a refund claim being made.
- 3.5 That the Ticket Package Buyer returns the unused insured ticket(s) or if not issued, the proof of purchase or original receipt to Hyperion Claims Specialists Ltd as soon as practically possible and in any circumstances within seven (7) days of the incident which leads to a claim being made under the ImpCom Ticket Package Refund Scheme.
- 3.6 Any fraud, misstatement or concealment or negligent statement in the information provided either prior to inception or at any time throughout the currency of this Refund Insurance or in the making of a claim shall render this Refund Insurance voidable by ImpCom and any claims shall be forfeit.
- 3.7 The Insured and the Ticket Package Buyer and the Individual Person(s) shall at all times take all reasonable care and measures to avoid or diminish a loss under this Insurance.
- 3.8 The Premium and any costs or expenses incurred in the formulation of a claim hereunder shall not be recoverable items.
- 3.9 The premium being prepaid this Insurance is therefore non-cancellable.

- 3.10 All returns, recoveries and payments due to the Insured or the Ticket Package Buyer following a loss, paid payable or otherwise, are to be for the benefit of ImpCom Ltd.
- 3.11 This refund insurance is mutually agreed to be governed by and construed in accordance with the Laws of England whose courts shall have exclusive jurisdiction.

**4. The ImpCom Refund Insurance does not cover any loss directly or indirectly arising out of, or contributed to by, or resulting from:**

- 4.1 Any contractual dispute or breach by the Insured or the Ticket Package Agent or Individual Person(s).
- 4.2 The Insured failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 4.3 Any fraud, misrepresentation or concealment by the Insured and/or the Ticket Package Agent and/or the Individual Person (s).
- 4.4 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, confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government or public or local authority.
- 4.5 Any financial failure of or financial default by anyone.
- 4.6 Lack of or inadequate receipts or sales for the Event.
- 4.7 Variations in the rate of exchange, rate of interest or stability of any currency.
- 4.8 Loss or damage caused in whole or part by 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.
- 4.9 Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 4.10 Seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of an insured peril.
- 4.11 Failure of the Individual Person in the event of bodily injury or illness to consult a duly qualified medical practitioner and comply with the medical advice given thus causing a loss in whole or part under this Insurance.
- 4.12 Death, bodily injury or Sickness of the Individual Person directly or indirectly caused by or resulting from: suicide or intentional self injury or criminal act committed by the Individual Person, or any condition affecting the Individual Person which existed prior to the date of purchase of the Ticket Package by the Ticket Buyer(s).

- 4.13 Any loss directly or indirectly caused by or arising out of or contributed to by or resulting from, any influenza variant or communicable disease which prior to or simultaneously with the loss arising, is declared an epidemic or pandemic by the World Health Organisation and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or any threat or fear of any of the above (whether actual or perceived).
- 4.14 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.
- 4.15 Any act of or threat of or fear of Terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 4.16 Any loss of or no play caused by any weather condition which reduces or prevents play at any outdoor Tennis or Cricket Sporting Event.

## **5. Ticket Package Refund Insurance Claims Procedure**

- 5.1 The Insured shall, as a matter of urgency contact Hyperion Claims Specialists Ltd using the following dedicated ImpCom refund application [email address](#), of the incident, confirm the facts as soon as possible in writing and take all steps to minimise their loss as directed by Hyperion Claims Specialists Ltd.
- 5.2 Provide Hyperion Claims Specialists Ltd with, all information requested including all documentation and records necessary to enable Hyperion Claims Specialists Ltd to assess the Ticket Package Refund Application.

## **6. Cancellation and payment terms**

Upon payment of the premium, this policy of insurance is non cancellable, except where premium payment is not cleared and received by ImpCom Ltd, whereon the insurance is deemed to be invalid.

**NB: Policy Only valid if Insurance cover Premium is featured on Event Travel confirmation invoice and due premium has been paid – Insurance cover relates to Event Travel Invoice Items Only.**

**date: 08 Aug 2011**