

Inability to Attend

Summary of cover

Words written in **bold** are defined terms in the policy and so please refer to the Definitions section to see the meaning of these terms.

The following summary of cover outlines the key features of this policy and explains some of the key provisions of this policy. This summary of cover is simply to indicate in general terms what cover is available and does not provide cover over and above what is more specifically defined and provided for in the remainder of this policy. **You** will need to read the whole of this policy in order to understand any conditions, limitations and exclusions which apply to the risks **we** cover in this policy.

What is covered

We will pay **you** up to the limit shown in the Declarations, if **you** are obliged to make a refund in respect of a booking made during the policy period because the attendee is unable to attend a **booked event** due to:

- unexpected disruption of the **public transport network** the **attendee** could not have reasonably known about before the date or time of the **booked event**;
- the death, **injury**, or **illness** happening to the **attendee**, a member of their **immediate family** or any person(s) in the **group** due to attend the **booked event** with the **attendee**;
- mechanical breakdown, accident, fire or theft en route of a private vehicle taking the **attendee** to the **booked event**;
- jury service which the **attendee** was unaware of at the time of **booking**;
- burglary or fire at the residence of the **attendee** in the forty eight (48) hours immediately before the **booked event** that required attendance of the **emergency services**;
- the **attendee** being summoned to appear at court proceedings as a witness which the **attendee** was unaware of at the time of booking;
- the **attendee** being a member of the armed forces and being posted overseas unexpectedly;
- adverse weather including snow, frost, fog or storm where the Police service or other local Government agency have issued warning not to travel;
- the **attendee** being either relocated for work more than one hundred (100) miles from the work location and within a 30 day period from date of **booking** or the attendee is unexpectedly made compulsorily **Redundant**, for which the **attendee** was unaware of such relocation or redundancy at the time of booking.

Inability to Attend Insurance Policy

Definitions

An explanation of what words mean. These words will have the same meaning wherever they appear in bold letters within this policy, Declaration, Endorsements and Extensions.

Administrator	Premier Insurance Services
Attendee	A person or company who has made a booking alone or as part of a group with you .
Doctor	A qualified medical practitioner registered with a recognised professional body. A doctor cannot be the attendee or a member of their 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) including booking and service fees transacted with you by the attendee and provided within the United States.
Group	Any number of people who have made a booking with the policyholder in the same transaction.
Illness	Physical or mental condition confirmed by a doctor that prevents the attendee from attending the booked event .
Immediate family	The mother, father, sister, brother, spouse/partner (whether husband or wife, common-law spouse and/or partner), children (including adopted, step-children and grandchildren) of the attendee . Subject to an age limit of 70 years of age.
Injury	A bodily injury confirmed by a doctor that prevents the attendee from attending the booked event .
You/Your	The event organizer stated in the policy Declarations.

Public Transport Network	Any mode of public transport other than public hire taxis licensed for public use on which the attendee had planned to travel to a booked event .
Redundant	Dismissed or laid off from work by the attendee's employer, as for being no longer needed.
We/Us/Our	Beazley Group

Important Conditions

1. It is an important condition that **you** have declared all facts likely to influence **us** in determining:

- whether or not to accept the risk or any subsequent amendment;
- the premium;
- the terms, conditions, exclusions and limitations;

and, having diligently made all necessary enquiries to establish those facts, **you** have:

- no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance;
- paid the premium due in accordance with terms set out in the policy declarations;
- declared that all information contained in the completed Application and/or information supplied to support such Application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further **you** agree that such information is material, and forms the basis of this Insurance and is incorporated herein.

2. It is an important condition that **you** shall:

- observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction;
- ensure that all necessary contractual arrangements have been made and confirmed in writing with **you** and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the **booked event**.

If **you** fail to comply with one or more of these Important Conditions **we** may deny **your** claim, reduce the amount **we** pay **you**, or rely on **your** non-compliance to release **us** from any liability under this policy.

Warranties

It is warranted that **you** shall:

- observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction;
- ensure that all necessary contractual arrangements have been made and confirmed in writing with **you** and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the **booked event**.

Failure to comply with any of the above warranties automatically discharges Us from all liability under this Insurance.

General conditions

General conditions that are applicable to **your** policy:

- 1.** **You** may not assign this policy without prior written agreement from **us**.
- 2.** 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 New York law and the decisions of a US court of competent jurisdiction.
- 3.** The headings of this policy are for convenience only and shall not affect the construction thereof.
- 4. 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.

After fourteen (14) days of issue, this policy is non-cancellable except for non-payment of premium by **you** to **us**, and there will be no return of premium. If the premium due under this policy has not been paid by the due date shown in the policy declarations, **we** shall have the right to cancel this policy by giving **you** fifteen (15) days prior notice of cancellation. If the premium due is paid to **us** in full before the notice period ends, such notice of cancellation will be automatically withdrawn. In the event of cancellation for non-payment of premium, premium is due to **us** on a pro rata basis for the period up to the date of cancellation, but the full policy premium will be payable to **us** in the event of a loss prior to the date of cancellation which gives rise to a valid claim under this policy.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen (14) 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. Non-compliance with policy terms & conditions;
- d. Provided the premium has been paid in full **you** will be entitled to a pro-rata refund of premium in respect of the unexpired period showing on this Insurance.

5. Alteration

- a) **We** may alter the Terms and Conditions of the policy at any time by giving 30 days written notice to **you**. **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.
- 6.** It is agreed that in the event of the failure of **us** hereon to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the firm(s) stated in Item 13 of the policy Declarations, and that in any suit instituted against any one of them upon this Insurance, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service on behalf of **us** in any such suit and/or upon **your** request to give a written undertaking to **you** that they will enter a general appearance upon **our** behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on **your** behalf or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm

named in the Declarations as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. Any fraud, concealment, or intentional misstatement or negligent statement of the information provided or in the making of a claim, shall entitle **us** to refuse payment of a claim or treat this insurance as though it had never existed.
8. **You** shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this policy.
9. No other insurance shall be effected by **you** to protect the interest insured under this policy without **our** prior written approval. In the event that such other insurance is affected, **we** reserve the right to amend the terms and conditions of this policy.
10. **You** shall maintain adequate records, including but not limited to attendee records, in connection with the subject matter insured hereunder.
11. Any terms of this policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.

Exclusions

What is not covered by this policy

This policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- the **attendee** not being able to provide a **doctor's** report for **injury** or **illness**;
- the **attendee** not being able to return all unused tickets or vouchers forming part of the **booking**;
- the **attendee** not being able to provide evidence of the unused tickets when applying for a refund;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated;
- the **attendee** decides not to attend a **booked event** other than for a reason covered by this policy;
- the **attendee** 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**;
- in **our** reasonable opinion, the **attendee** did not allow sufficient time to travel to a **booked event**;
- the **attendee** carries out a criminal act which prevents them attending a **booked event**;
- the **attendee** is prevented from travelling to a **booked event** due to an outbreak of contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- Relocation for work which is common to **attendee's** job type and position and within normal expectations for the **attendee's** role;
- Relocation for work which is due to natural disasters or other force majeure events;

- **We** will not pay any loss if the **Attendee** is a company scheduled to exhibit at the event and is able to attend, regardless of which individuals made the original booking and their ability to attend or not.
- the **attendee** makes a false or fraudulent refund application or supports a refund application by false or fraudulent document, device or statement
- the **attendee** submits a refund request more than 30 days after the **booked event**.

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 incurred by the **attendee** in submitting or providing evidence to support their refund application.

We will not pay for any **booking** (or any part of a **booking**) that the **attendee** has recovered from any other source including, but not limited to, trip insurance purchased by the **attendee** or vendor compensation paid to the **attendee**.

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 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 occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

What to do when a loss occurs

In the event that **you** are obliged to make a refund to an **attendee** and wish to make a claim under this policy, **you** must report the event to the **administrator** as soon as reasonably possible at the address identified in Item 11. of the insurance policy Declarations.

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 **attendee's** refund application form and any other evidence the **attendee** has provided **you** with in support of the refund application. **You** must ensure that **you** have the **attendee'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 under this policy is covered, **we** will pay the value of the refund **you** are obliged to make to the **attendee**, subject to the limit, to **you** or to the **administrator** (as **your** agent). If, for any reason, **your** claim under this policy is not covered, **we** will tell **you** or the **administrator** why this is.

All claims payments will be settled in USD.

any questions?

If you have any questions or would like more information,
please contact:

Rainprotection Insurance
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(800)528-7975