

Cancellation Protection

Administered by TicketPlan Limited

If you need to cancel a ticket please visit www.ticketplangroup.com/trainline and complete a reimbursement application 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 reimbursement payment.

Alternatively write to us at TL Cancellation Protection, c/o TicketPlan, Leigh House, Broadway West, Leigh On Sea, Essex, SS9 2DD to request a reimbursement application form.

Your Cancellation Protection will provide you with a reimbursement in relation to bookings as set out under the "What you will receive a reimbursement for" section below. Cancellation Protection is priced per passenger in respect of each ticket that is purchased from us.

BOOKING REFUND PROTECTION IS AN OPTIONAL SERVICE OFFERED BY THE BOOKING VENDOR AND ADMINISTERED BY TICKETPLAN ON THEIR BEHALF. IT IS NOT AN INSURANCE POLICY.

Definitions

The following words and phrases have the meaning shown below wherever they appear in bold in this document whether expressed in the singular or plural.

Accident – A bodily injury confirmed by a doctor that prevents a member of the travelling party from travelling on a booked journey.

Administrator – TicketPlan Limited (Leigh House, Broadway West, Leigh on Sea, Essex SS9 2DD UK), who administer Cancellation Protection on our behalf.

Booking/Booked journey – The pre-planned and pre-booked non refundable train ticket(s) purchased from us by you for journeys provided within the United Kingdom and for which Cancellation Protection has been purchased by you. Train ticket(s) can only be booked up to six (6) months in advance of the scheduled date of departure.

Business Meeting - A formal face to face meeting arranged exclusively for the purpose of business arranged between you or a member of the travelling party and a third party.

Doctor – A qualified medical practitioner registered with a recognised professional body. A doctor cannot be a member of the travelling party or a member of the travelling party's immediate family.

Emergency Services – The Police, Fire or other Emergency Service.

Processing fee – A processing fee per ticket at the rates set out in the table in the 'What you will receive reimbursement for' section.

Illness – A physical or mental condition, confirmed by a doctor that prevents a member of the travelling party from travelling on the booked journey.

Immediate family – The husband, wife, partner, civil partner, parent, child, brother or sister of a member of the travelling party.

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.

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 in which a member of the travelling party had planned to travel to the booked journey within the United Kingdom. This does not include the booked journey itself.

Ticket – A non refundable ticket that was purchased by you from us where Cancellation Protection has been purchased at the same time as purchasing the ticket(s).

Reimbursement – Any payments for the full ticket price that the administrator (on behalf of us) is obliged to pay to you under this Cancellation Protection.

Travelling Party – You or a person or number of people on whose behalf you have made a booking.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our – Trainline.com Limited (120 Holborn, London, EC1N 2TD), with whom you made the booking.

You/Your/Yourself – A person who has made a booking with us.

What you will receive a reimbursement for:

- A** Where a reimbursement application form is completed in accordance with this document, the **Administrator** (on our behalf) shall provide a **reimbursement** to you, less the **processing fee**, in the event that you or a member of the **travelling party** are unable to travel on the **booked journey** due to:
- Death, injury, or illness happening to you, any member(s) of the **travelling party** or a member of your or the **travelling party's immediate family**;
 - Jury service which you or a member of the **travelling party** were unaware of at the time of the **booking**;
 - Burglary or fire at your or a member of the **travelling party's** residence in the 48 hours immediately before the **booked journey** requiring attendance of the **emergency services**;
 - You or a member of the **travelling party** being summoned to appear at court proceedings as a witness which you or a member of the **travelling party** were unaware of at the time of the **booking**;
 - You or a member of the **travelling party** being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which you were unaware of at the time of the **booking**;
 - Adverse weather including snow, frost, fog or storm where the Police service or other Government agency have issued warnings not to travel.
 - Unexpected, unforeseen and verifiable cancellation of a pre-planned and formally confirmed **Business Meeting** upon which a **booked journey** is predicated (and where the **Business Meeting** is the sole purpose of the **booked journey**) and which you or a member of the **travelling party** have been unable to re-schedule. **Business Meetings** cancelled by you or a member of the **travelling party** are specifically excluded.

Season tickets and carnet tickets are excluded from the scope of the Cancellation Protection.

- B** The applicable **processing fee** shall be dependent on ticket value and shall be as set out below.

| Ticket Value | Processing Fee |
|----------------|----------------|
| £0 to £20 | £0 |
| £21 to £50 | £10 |
| £51 to £100 | £20 |
| £101 to £200 | £30 |
| £201 to £500 | £40 |
| £501 and above | £50 |

- C** Where a member of the **travelling party** chooses to amend their ticket with us to another ticket (of a similar type) rather than obtain a **reimbursement** under the Cancellation Protection, the Cancellation Protection will transfer to the re-booked ticket (of a similar type) without any further charge to you.

What you will not receive a reimbursement for:

If a member of the **travelling party** is unable to travel on the **booked journey** the other members of the **travelling party** must continue with the **booked journey** unless you can prove that the **booked journey** is dependent upon that particular member of the **travelling party** travelling to the **booked journey**, for example, where a group ticket would not be valid without that particular member of the **travelling party** travelling.

A reimbursement will not be provided where:

- an illness or the death of a member of the **travelling party** or a member of the **travelling party's immediate family** is caused by or is as a result of a **pre-existing medical condition**;
- the symptoms that accompany a **normal pregnancy** are the sole reason a member of the **travelling party** cannot travel on a **booked journey** and/or where the **booked journey** is within 8 weeks of the estimated date of delivery.
- a member of the **travelling party** cannot return any unused tickets or vouchers forming part of the **booking**, save where you have not printed tickets from a **ticket machine** at the station prior to departure;
- the **booked journey** is cancelled, abandoned, delayed or re-routed by a train operating company;

a member of the **travelling party**:

- fails to complete a **reimbursement** application form within 14 days after becoming aware of circumstances leading to a request for **reimbursement**;
- decides not to travel on a **booked journey** other than for a reason covered by this Cancellation Protection;
- is prevented from travelling on the **booked journey** due to disruption of the **public transport network** which is public knowledge prior to the **booked journey**;
- carries out a criminal act which prevents a member of the **travelling party** travelling on the **booked journey**;
- is prevented from travelling on the **booked journey** 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;
- makes a false or fraudulent **reimbursement** application or supports a **reimbursement** application by false or fraudulent document, device or statement;
- cannot provide a **doctor's** report for **accident** or **illness**;
- can recover any part of the **reimbursement** from any third party;
- (subject to paragraph C) amends the **ticket** with us in relation to the **booking**;
- in the **administrator's** opinion, a member of the **travelling party** did not allow sufficient time to travel to the **booked journey**;
- a member of the **travelling party** was aware of the circumstances that prevented them from travelling to the **booked journey** at the time of booking;
- in the **administrator's** opinion, the circumstances should not have prevented a member of the **travelling party** from travelling to the **booked journey**.

You will not receive a reimbursement for:

- (a) travelling or associated expenses (including but not limited to credit card charges, booking fees, any add ons, or any other associated expenses), or (b) any costs incurred by members of the **travelling party** in submitting or providing evidence to support their **reimbursement** application.

- 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.

- 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.

- 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.

General Conditions

Members of the **travelling party** must:

- a) make all necessary arrangements to arrive at the station at a reasonable time prior to the **booked journey**;
- b) not be aware of any material fact, matter or circumstance, at the time Cancellation Protection is purchased, which may give rise to a **reimbursement** request.
- c) take all reasonable precautions to prevent or minimise the cost of any **reimbursement** payment.

Unless agreed otherwise:

- the language of this Cancellation Protection and all communications relating to it will be in English; and
- all aspects of the contract, including negotiation and performance, shall be governed and is construed in accordance with the laws of England and Wales. Any dispute or matter relating to this document shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

In circumstances where **your** payment for Cancellation Protection is unable to be processed by us, we will not be liable to any **travelling party** member for the cost of any **travelling party** member's train ticket(s), or for any other associated costs. Cancellation Protection is not refundable.

Requesting a reimbursement:

A member of the **travelling party** must either visit www.ticketplangroup.com/trainline and complete an online **reimbursement** application form or write to the **administrator** at Trainline.Com, Cancellation Protection, Leigh House, Broadway West, Leigh On Sea, Essex, SS9 2DD in order to request a **reimbursement** application 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 reimbursement payment.**

Members of the **travelling party** may be asked to provide the following at their own expense:

- Original unused tickets where applicable
- Confirmation of **your** payment for Cancellation Protection (**your** booking confirmation)
- Confirmation of re-booking (where applicable) – A print out from trainline.com "My Accounts" section detailing the re-booked journey details on to which Cancellation Protection was transferred. To be submitted along with **your** original booking confirmation
- **Doctor's** note if the **reimbursement** request is for **accident**, injury or illness
- Death certificate if the **reimbursement** request is resulting from a death
- Evidence of the **Emergency Services** attending **your** residence in the event of burglary or fire
- Original witness summons instructing **you** or a member of the **travelling party** to appear in court
- Original invitation instructing **you** or a member of the **travelling party** to attend jury service
- Original advice of cancellation of leave/advice to travel at short notice in relation to military service
- Print out from Met Office website/confirmation of Police Warning for weather applications
- Confirmation of unexpected and unforeseen cancellation of a **Business Meeting**

Any other reasonable documentary evidence that the **administrator** asks for

FAILURE TO PROVIDE APPROPRIATE DOCUMENTARY VERIFICATION MAY MEAN THAT YOUR APPLICATION IS INADMISSIBLE

We may pass personal data of **travelling party** members and forward any correspondence members of the **travelling party** send to us relating to Cancellation Protection, to the **administrator** and/or their third party sub-contractors for the purposes of administering Cancellation Protection. We may also receive personal data including, but not limited to, any correspondence relating to **travelling party** members regarding Cancellation Protection from the **administrator** and/or their third party sub-contractors. In the event of a **reimbursement** request under Cancellation Protection, the **administrator** will process **travelling party** member's personal data, including any sensitive personal data that may be required. Such personal data (including sensitive personal data) may be transferred to third parties including those outside of the EEA for purposes of the administration of Cancellation Protection. By obtaining the Cancellation Protection **you** confirm that **you** and the **travelling party** consent to such use of personal data (including sensitive personal data). The processing of such personal data (including sensitive personal data) shall be in accordance with the **administrator's** terms and conditions which will be available upon receipt of a **reimbursement** application form.