

POLICY WORDING

Insurers agree to pay the **Insured Person(s)** subject to the terms and conditions of this policy against their **Net Ascertained Financial Loss** (as defined) sustained or incurred during the **Period of Insurance** arising solely in the event of the **Financial Failure** of the **End Supplier** in respect of Travel or Accommodation booked prior to departure.

PROVIDED ALWAYS THAT:

Insurers liability shall in no case exceed the Maximum Insured Loss stated in the **Schedule**.



ProtectMyHoliday.com is a trading name of International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom who administer this insurance which is underwritten by Certain Underwriters at Lloyd's known as the '**Insurer(s)**'

DEFINITIONS

- 1 **End Supplier**
A company that owns and operates a **Scheduled Airline**, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions
- 2 **Financial Failure**
The **End Supplier** becoming Insolvent or having an administrator appointed and being unable to provide agreed services.
- 3 **Insured Person(s)**
The Person(s) having made a payment or on whose behalf a payment has been made to the **End Supplier** for the provision of accommodation and/or travel of that Person(s) and who is specifically named in the **Schedule**.
- 4 **Net Ascertained Financial Loss**
 - a Loss of either Deposit(s) or the full price of the accommodation and travel paid in advance by the **Insured Person(s)** to the **End Supplier** as defined.
 - b Additional costs reasonably and necessarily incurred following curtailment of the trip **travel arrangements** to enable the **Insured Person** to:
 - i) continue with and complete the scheduled journey or **travel arrangements**. The policy indemnity in respect of accommodation is limited to the additional cost incurred by the **Insured Person(s)** in securing such accommodation of the same or similar standard as enjoyed prior to the curtailment of the **travel arrangements**.
 - ii) return to the original contracted destination in the United Kingdom, Channel Islands, Isle of Man or Ireland. Policy indemnity limited to the additional cost incurred by the **Insured Person(s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the **travel arrangements**.
- 5 **Period of insurance**
The length of time for which this insurance is in force, as shown in the **schedule**
- 6 **Schedule**
The document showing the Insured Person(s), the amounts insured, and the **period of insurance**
- 7 **Scheduled Airline**
An airline operating Scheduled Airline Flights.
- 8 **Travel Arrangements**
A contract(s) for **travel arrangements** or any individual components of those **travel arrangements**.

COVER

The **Insurer(s)** will pay up to the Sum Insured in total for each **Insured Person** named on the **Schedule** for:

- 1 Irrecoverable sums paid in advance in the event of **Financial Failure** of the **End Supplier** not forming part of an inclusive holiday prior to departure
Or;
- 2 In the event of **Financial Failure** after departure:
 - a) Additional pro rata costs incurred by the **Insured Person(s)** in securing such accommodation of the same or similar standard as enjoyed prior to the curtailment of the **travel arrangements**.
or;
 - b) If curtailment of the holiday is unavoidable, the cost of return to the original contracted destination in the United Kingdom, Channel Islands, Isle of Man or Ireland. Benefit under this policy is limited to the additional cost incurred by the Insured in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the **travel arrangements**.

EXCLUSIONS

The **Insurer** will not pay for:

- 1 War (whether before or after the outbreak of hostilities) between any of the following powers: People's Republic of China, France, United Kingdom, the United States of America and the Russian Federation.
- 2 Nuclear reaction, nuclear radiation or radioactive contamination
- 3 Civil commotion assuming the proportions of or amounting to a popular rising riot, strike, lockouts, martial law or the act of any lawfully constituted authority
- 4 Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies bond, or is capable of recovery under section 75 of the Consumer Credit Act or from any bank or card issuer.
- 5 Any losses that are not directly associated with the incident that caused the **Insured Person(s)** to claim. For example, loss due to being unable to reach your pre-booked hotel, villa, car hire or cruise following the **Financial Failure** of a **Scheduled Airline** or travel operator
- 6 Travel or Accommodation not booked prior to departure
- 7 The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation, unless that company is listed, selected and paid for through the ProtectMyHoliday.com online application.
- 8 Any loss for which a third party is liable or which can be recovered by other legal means
- 9 Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this policy

IMPORTANT INFORMATION

This document, the **schedule** and any endorsement(s) attached form your insurance. This document sets out the conditions of the insurance. Please read the whole document carefully and keep it in a safe place.

It is important that:

- you check that the information contained in the **schedule** is accurate;
- you notify us of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section on page 3; and
- you comply with the "Things you must do" in the event of a claim (see page 4), your duties under each section, and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your insurance in accordance with the “Cancelling this insurance” section on page 3.

We will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

Notifying us of any changes or inaccuracies

You must notify us:

- without delay if you become aware that information you have given us is inaccurate;
- within fourteen (14) days of you becoming aware about any changes in the information you have provided to us which happens before the start of the **period of insurance**;

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example, we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the “Cancelling this insurance” section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

Cancelling this insurance

If this insurance is not suitable for you and you want to cancel it, you must write (either by e-mail or letter, which you can post or fax to the number below) to us within 14 days of buying your policy or the date you receive your policy.

You can cancel this insurance at any time by writing to us.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

If you cancel within 14 days, as long as you have not commenced a trip we will refund all the premiums you have paid.

At all other times, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed

POLICY TERMS & REQUIREMENTS

- 1 **Insurers** shall be entitled to take over and conduct in the name of the Policyholder or the **Insured Person(s)** but at its own expense, the defence of any claim or to prosecute for its own benefit, any claim for indemnity or damages.
- 2 This Policy shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder.
- 3 No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the **Insurers**.

HOW TO MAKE A CLAIM

Things you must do

You must comply with the following conditions. If you fail to do so, we may not pay your claim, or any payment could be reduced.

1. You must notify IPP as soon as practically possible giving full details of what has happened, at

International Passenger Protection Ltd (Claims Office) IPP House,
22-26 Station Road,
West Wickham,
Kent BR4 0PR, United Kingdom
Tel: (020) 8776 3750,
Email: info@ipplondon.co.uk;
or online at <http://www.ipplondon.co.uk/claims.asp>

2. You must provide IPP with any other information we may require.
3. **You** must take all reasonable care to limit any loss.

Defence of claims

We may, at our discretion:

- take full responsibility for conducting, defending or settling any claim in your name; and
- take any action we consider necessary to enforce your rights or our rights under this insurance.

Fraudulent claims

1. If you make a fraudulent claim under this insurance, we:
 - (a) are not liable to pay the claim; and
 - (b) may recover from you any sums paid by us to you in respect of the claim; and
 - (c) may by notice to you treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If we exercise our right under clause 1. (c) above:
 - (a) we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - (b) we need not return any of the premiums paid.

HOW TO MAKE A COMPLAINT

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you.

Please telephone us on: (020) 8776 3750.

Or write to:
The Customer Services Manager
International Passenger Protection Limited,
IPP House, 22-26 Station Road,
West Wickham,
Kent BR4 0PR

Fax: (020) 8776 3751
Email: info@ipplondon.co.uk

Please make sure that you quote the policy number which can be found on your **schedule**.

It is our policy to acknowledge any complaint within 5 working days advising you of who is dealing with your concerns and attempt to address them.

We will provide you with a written response outlining our detailed response to your complaint within two weeks of receipt of the complaint. If our investigations are ongoing we will write to you, at that time, and outline why we are not in a position to provide you with a written response and explain to you that you are able, at that time, to ask Lloyd's Complaints Team review the complaint. In any event, you will receive either our written response or an explanation as to why we are not in a position to provide one within four weeks of receipt of your complaint.

Having followed the above procedure, if you are not satisfied with the response you may write to:

Complaints Team
Lloyd's
One Lime Street
London EC3N 7HA

Email: complaints@lloyds.com

More information can be found on their website – www.lloyds.com/complaints

Again, if you are not satisfied with the response you receive from Lloyd's or they have failed to provide you with a written response with eight weeks of the date of receipt of your complaint, you may have the right to contact the Financial Ombudsman Service at the following address (if you are an Eligible Complainant as set out in the definition below)

The Financial Ombudsman Service,
Exchange Tower,
London.
E14 9SR

Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

More information can be found of their website – www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data Protection

Any information you have provided will be dealt with by us in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Non Assignment

No title right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without Insurers consent in writing. Any attempt to assign rights of interest without the **Insurer's** written consent is null and void.