

## POLICY WORDING

This policy wording is to help you understand the insurance that your Policy provides. It details the key features, benefits, limitations, exclusions, terms of the insurance, including the policy definitions.

### IMPORTANT NOTES

- This policy is only available to persons resident in the **United Kingdom, Channel Islands, Isle of Man and Ireland.**
- This policy is only valid for trips commencing in and returning to the **United Kingdom, Channel Islands, Isle of Man and Ireland.**
- If, having examined your **Policy Wording**, you decide the insurance does not meet **your needs**, you can cancel the insurance within **14 days** from the date you receive the Policy Wording or before you travel (whichever is sooner), and we will refund the premium provided you have not taken a trip to which the insurance applies, and you have not made a claim.



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 Lloyd's syndicates known as the '**Insurer**'

The **Insurer** will pay up to £1,500 in total for each **Insured-Person** named on the Invoice and Airline Ticket for:

- 1) Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure  
or
- 2) In the event of insolvency after departure:
  - A) additional pro rata costs incurred by the **Insured-Person(s)** in replacing that part of the travel arrangements to a similar standard to that originally booked  
or
  - B) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man and Ireland to a similar standard to that originally booked.

The **Insurer** will not pay for:

1. Travel or Accommodation not booked prior to departure
2. The Financial Failure of:
  - A) any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of this insurance policy
  - B) any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - C) 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.
3. Any loss for which a third party is liable or which can be recovered by other legal means

**Whereas** the **Insured-Person(s)** named in the Policy Schedule hereto has by a Proposal and Declaration and/or any other statement in writing which shall form the basis of the Contract and be deemed to be incorporated herein, applied to the **Insurer** for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance.

The **Insurer** agree to indemnify the **Insured-Person(s)** subject to the terms and conditions contained herein or endorsed hereon against their net ascertained financial loss (as defined) sustained or incurred during the Period of Insurance arising solely in the event of the insolvency of the entity(ies) as defined.

### Provided always that:

The **Insurer's** liability shall in no case exceed the **total sum insured** stated in the Schedule.

### WARRANTIES

It is warranted by the **Insured-Person(s)** as a term and condition of this Policy that at inception of this Insurance:

- 1 The **Insured-Person(s)** has truthfully declared all material facts having diligently made all necessary enquiries to

establish those facts likely to influence a prudent Underwriter in determining:-

- a whether or not to accept the risk
- b the premium
- c any conditions, exclusions and limitations.

- 2 The **Insured-Person(s)** has no knowledge or information of matter, fact or circumstance which is likely to give rise to a loss hereunder.

## DEFINITIONS

### 1 **Insured Person(s)**

The Person(s) having made a payment or on whose behalf a payment has been made to the Entity(ies) under, or with a view to entering into, a Travel Contract with the Entity(ies) for the provision of accommodation and/or carriage of that Person(s) and who is specifically named in the Policy Schedule.

### 2. **Insurer(s)**

#### **100% - Underwritten by certain Underwriters at Lloyds**

Registered in England and Wales

One Lime Street, London EC3M 7HA

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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LSW1001 (Insurance)

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### 2 **Insolvency**

For the purposes of this Policy an entity shall be deemed to be Insolvent when:

- a) any of the following occurs:
  - i) it is, or is deemed under prevailing law to be, unable to pay its debts (as they fall due) or becomes insolvent;
  - ii) it admits its inability to pay its debts as they fall due;
  - iii) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities as certified by an independent accountant at any point in time);
  - iv) It suspends making payments on any of its debts or announces an intention to do so; or
  - v) A moratorium (period of delay in payment) is authorised in respect of any of its indebtedness. If a moratorium occurs, the ending of the moratorium of itself will not end the Insolvency deemed to arise as a result of the moratorium.
- b) any action, legal proceedings or other procedure or step is taken in relation to or with a view to:
  - i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration (whether out of court or otherwise) or reorganization (by way of voluntary arrangement, scheme of arrangement, assignment or arrangement with any creditor);
  - ii) a composition, assignment or arrangement with any creditor;
  - iii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, (court or otherwise) in respect or any of its assets;
  - iv) the enforcement of any security over any assets;
  - v) a documented meeting of its directors or its members being convened for the purpose of agreeing any resolution for, or to petition for, or apply for or to file documents with a court for its winding-up, administration (whether out of court or with any registrar or otherwise) or dissolution or any such resolution passed;
  - vi) any person presenting a petition or an application for the winding-up, administration (whether out of court or otherwise) or dissolution;
  - vii) the directors or other officers requesting the appointment of or giving notice of their intention to appoint or take any formal step with a view to appointing a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator (whether out of court or otherwise) or similar officer; or
  - viii) any analogous procedure or formal step is taken in any jurisdiction to include, without limitation, filing for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code.

3 **Net Ascertained Financial Loss**

- a Loss of Deposit(s) paid in advance and/or charge(s) incurred as a result of the cancellation or curtailment of any one component part or series of parts of the travel arrangements by the **Insured-Person(s)** to the Entity(ies).
- 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 schedule 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 and 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.

4 **Travel Arrangements**

A contract(s) for travel arrangements or any individual components of those travel arrangements.

5 **Entity(ies)**

A supplier of a component part of a travel contract excluding the Travel Agent, Tour Operator or Booking Agent unless the company is listed, selected and paid for through the protectmyholiday.com online application.

6 **Chapter 11**

Chapter 11 is a chapter of the United States Bankruptcy Code, which permits reorganization under the bankruptcy laws of the United States.

## EXCLUSIONS

The **Insurer** shall not be liable in respect of any loss directly or indirectly caused by, consequent upon, contributed to, or resulting from any of the following:-

- 1 Actual or threatened war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority
- 2 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
- 3 Any loss which at the time of the happening of such loss is insured or guaranteed by or would but for the existence of the Policy be insured or guaranteed by any other existing Policy, Policies or bond or is capable of recovery pursuant to any other legal rights of the **Insured-Person(s)**.
- 4 Any loss sustained by the **Insured-Person(s)** when the Insurance Policy or evidence of coverage was effected after the date of insolvency of the entity(ies).

The **Insurer** will not pay for:

- 5. Travel or Accommodation not booked prior to departure
- 6. The Financial Failure of:
  - A) any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of this insurance policy
  - B) any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - C) 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.
- 7. Any loss for which a third party is liable or which can be recovered by other legal means
- 8. Any losses that are not directly associated with the incident that caused you 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 an airline.

## CONDITIONS

- 1 If the **Insured-Person(s)** shall make any claim knowing the same to be false or fraudulent, the Policy(ies) shall become null and void and all claims hereunder shall be forfeited.
- 2 In the event of any happening likely to give rise to a claim the **Insured-Person(s)** shall:
  - a Give immediate notification (but in no event later than 14 days) to International Passenger Protection Ltd (Claims Office) IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR United Kingdom.
  - b Prove the loss to the satisfaction of the **Insurer**.
  - c IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will NOT be processed.
- 3 Any fraud, misrepresentation, misdescription or non-disclosure in any material particular either in the Proposal on which this Policy is based or in relation to any other matter affecting this Insurance shall render this Policy null and void and all claims hereunder shall be forfeited.
- 4 The **Insurer** shall be entitled to take over and conduct in the name of 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.
- 5 This Policy shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder.
- 6 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.

## **NON-ASSIGNMENT CLAUSE**

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

## **CLAIMS PROCEDURE**

Protect my Holiday claims only - any occurrence which may give rise to a claim should be advised within 14 days to:  
International Passenger Protection Claims Office

Please download a claims form from our website at: [www.protectmyholiday.com/claims](http://www.protectmyholiday.com/claims) and forward to the following address with all applicable documentation:

International Passenger Protection Claims Office, IPP House, 22-26 Station Road, West Wickham, BR4 0PR United Kingdom

Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

## **COMPLAINTS PROCEDURE**

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 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 or Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk). Please make sure that you quote the policy number which can be found on your policy statement.

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. If our investigations take longer, a full response will be given within four weeks or an explanation of IPP's position with time-scales for a full response.

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

**Policyholder and Market Assistance,  
Lloyd's, One Lime Street,  
London, LC3N 7HA,**

email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

In addition, you have the right to contact the Financial Ombudsman Service at: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR. Telephone: 0845 080 1800 or Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Please make sure that you always quote the details of your Policy Number to help your enquiry to be dealt with efficiently.

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