

## POLICY WORDING

The **Insurer** agrees 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:

The Insurer's liability shall in no case exceed the Maximum Insured Loss stated in the **Schedule**.



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### DEFINITIONS

1 **End Supplier**

A company that owns or 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 & Eire. 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** 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 Northern 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 from 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

## 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.

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 The Insurer 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 Insurer.

## 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 Claims at Sedgwick quoting **reference PMH ESFI V2-2I** as soon as practically possible giving full details of what has happened, at

IPP Claims at Sedgwick  
Oakleigh House  
14-15 Park Place  
Cardiff CF10 3DQ. United Kingdom;

Telephone: +44 (0)345 266 1872  
Email: [insolvency-claims@ipplondon.co.uk](mailto:insolvency-claims@ipplondon.co.uk)

or online at <http://www.ipplondon.co.uk/claims.asp>

2. **You** must provide IPP Claims at Sedgwick 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

Compliance Officer  
Liberty Mutual Insurance Europe SE  
20 Fenchurch Street  
London EC3M 3AW  
Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your** policy and/or claim number;

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to an independent organisation. This will depend on where you are based, please see below.

### For policyholders and insured persons based in the UK

The Financial Ombudsman Service is a free and impartial service, who may be contacted at:

Exchange Tower  
Harbour Exchange  
London  
E14 9SR  
Tel: 0800 023 4567  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint find out more at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.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 Insurer's consent in writing. Any attempt to assign rights of interest without the Insurer's written consent is null and void.

SPECIMEN ONLY