

  
**INTERNATIONAL**  
**PASSENGER PROTECTION**  
**END SUPPLIER FAILURE INSURANCE POLICY**  
**SCHEDULE**

**Policy Number:** B0701L12922 /

**Policyholder:**

**Certificate of Insurance:** ESF

**Period of Insurance:** 12 months at

**Financial Loss:** To indemnify the Insured Person(s) in respect of their net ascertained financial loss sustained arising from the cancellation or curtailment of any one component part or series of parts of the travel arrangements arising solely from the insolvency of the Entity(ies) on which the performance of any one component part or series of parts of a travel itinerary depends.

**Maximum Insured Loss:** Up to and not exceeding £xxxx in respect of any one Insured Person.

**Territorial Limits:** World-wide

**Premium:** As per IPP Quotation dated dd/mm/yy

**Special Conditions:**

- 1 Insured Person(s) accepts Certificate of Insurance as basis for cover.
- 2 This insurance has been purchased by the Policyholder for and on behalf of the Insured Person(s) solely for their benefit.

**Insurer(s):** **100% - Underwritten by Lloyd's Syndicates**  
Registered in England and Wales  
One Lime Street, London EC3M 7HA

**This notice contains important information. Please read carefully.**

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.

08/94

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.

**Signed for and on behalf of Lloyds Syndicates**

**Director:** .....

**International Passenger Protection Ltd**

Page 1 of 6



## END SUPPLIER FAILURE INSURANCE POLICY

This Policy, the Schedule, Certificate and Proposal, shall be read together as one Contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

**Whereas** the **policyholder** named in the Schedule hereto (hereinafter called "The Policyholder") has by a Proposal and Declaration evidenced by the return of a signed and dated Quotation document 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 Insurers named in the Schedule (hereinafter called "The Insurers") for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance.

**Insurers** 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) 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.

### WARRANTIES

It is warranted by the Policyholder as a term and condition of this Policy that at inception of this Insurance:

- I The Policyholder 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 Policyholder has no knowledge or information of matter, fact or circumstance which is likely to give rise to a loss hereunder.

### DEFINITIONS

- I **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 Certificate of Insurance.



## 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 & 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.

**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.

**EXCLUSIONS**

The Insurers 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.
- 4 Any loss sustained by the Insured Person(s) when the Certificate of Insurance or evidence of coverage was effected after the date of insolvency of the entity(ies).
- 5 Any claim not received at the offices of International Passenger Protection within six months of the default of the travel arrangements entity(ies).
- 6 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 an airline.
- 7 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



- 8 If the Insured Person(s) shall make any claim knowing the same to be false or fraudulent, the Certificate(s) shall become null and void and all claims hereunder shall be forfeited
- 9 Any claim not received at the offices of International Passenger Protection within six months of the default of the travel arrangements entity(ies) will be deemed invalid.

## **POLICY TERMS & REQUIREMENTS**

1. If the premium in the Schedule is subject to adjustment, the Policyholder shall keep the record necessary to enable the premium to be adjusted on the basis specified in the Schedule and shall at all reasonable times permit the Insurers representatives to examine and verify such records. At the end of each period specified in the Schedule and at the expiry of this Policy the Policyholder shall declare to the Insurers such particulars for premium adjustment and pay any additional premium due.
2. 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.
3. This Policy shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder.
4. **Maintenance of Records Clause:** The Policyholder shall maintain adequate records in connection with the subject matter insured and such records will be available to the Insurers upon reasonable notice to the Policyholder.
5. 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**

In the event of any happening likely to give rise to a claim the Insured shall:

- 1 Give prompt notification (but in no event, without good reason, later than 14 days after the event giving rise to the claim) to International Passenger Protection Ltd (Claims Office) IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR United Kingdom.
- 2 Where practicable not incur any costs without the prior written consent of the Insurers.
- 3 Provide to the Insurers all information reasonably required by it for the purpose of proving the loss to the satisfaction of the Insurers and without prejudice to the generality of the foregoing assist in the assessment of any claim under this Policy by producing for inspection all books and documents and giving all information and explanations which are reasonably necessary to establish and assess the indemnity hereunder.
- 4 IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will NOT be covered hereunder.

