

**FINANCIAL FAILURE COVER FOR TOUR ORGANISERS,
INCLUDING HOTELIERS, CAR HIRE AND SCHOOLS**

SCHEDULE

Policy Number: XXXXXXXX

Policy Holder: XXXXXXXX

Certificate of Insurance: PPIP(A)

Period of Insurance: XXXXXX until XXXXXXXX

Financial Loss: To indemnify the Insured Person(s) in respect of their net ascertained financial loss sustained arising from the cancellation or curtailment of the declared trip travel arrangements arising solely from the event of the insolvency of the Insured Policyholder

Sum Insured: Up to and not exceeding £XXXX any one Insured XXXXXXXX or £XXXXXX in the aggregate.

Territorial Limits: XXXXXXXX

Premium: As per IPP Debit Note

Special Conditions: 1 Insured Person(s) accepts Certificate of Insurance as basis for cover.

2 This Insurance has been purchased by the Policyholder for or on behalf of the Insured Person(s) solely for their benefit.

Insurer(s): 45% - **Europäische Reiseversicherung AG**
Head Office Munich: Europäische Reiseversicherung AG
Vogelweidestrasse 5, 81677 Munchen, Germany
Company Registered No: HRB 42 000 (at Register Court of Munich)
Branch Office in London:
Europäische Reiseversicherung AG (Corporate name)
ETI – International Travel Protection (business name)
154 Fenchurch Street, London, EC3M 6JJ
Company No: FC 25660, Branch No: BR 7939

15% - **Novae Syndicate 2007**
Registered in England and Wales at
71 Fenchurch Street, London EC3M 4HH
Company No: 05673306

15% - **Sagicor Syndicate 1206**
Registered in England and Wales
Sagicor at Lloyd's, 1 Great Tower Street, London, EC3R 5AA
Company No: 03043923

25% - **Groupama Insurance Company Ltd**
Groupama House, 24-26 Minories, London EC3N 1DE
Registered in England No: 995253

The Insurer's named hereon bind themselves each for their own part and not one for another. Each Insurers liability under this certificate shall not exceed that percentage or amount or the risk shown against that Insurer's name.

Signed for and on behalf of Panel of Insurers and Lloyd's Syndicates

Director:

PASSENGER PROTECTION INSURANCE POLICY

PPIP(A)

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 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 from the insolvency of the **policyholder**.

PROVIDED ALWAYS THAT:

1 Insurers liability shall in no case exceed the **sum insured** 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:

- 1 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.

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, strikes, 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 in respect of which any third party accepts liability for payment as re-imbusement or which is capable of recovery pursuant to any other legal rights of the Insured Person(s).
- 4 Any loss sustained by the Insured Person(s) where the Certificate of Insurance or evidence of coverage was effected after the date of insolvency of the Insured Policyholder.

CONDITIONS

- 1 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 and premiums paid 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 Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR, United Kingdom.
 - b Make no admission of liability without the prior written consent of the Insurers.
 - c Prove the loss to the reasonable satisfaction of the Insurers.
 - d 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 indemnity hereunder.
- 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 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.
- 5 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.
- 6 This Policy shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder.
- 7 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.
- 8 The Insured undertakes that all subjectivities expressly listed under "Quote Subjectivities" of the insurance quote provided by International Passenger Protection Ltd and forming part of this policy are lodged with, correct and to the full satisfaction of International Passenger Protection Ltd **within Days from (Date Quote signed by Insured)**
- If all subjectivities expressly listed under "Quote Subjectivities" of the insurance quote provided by International Passenger Protection Ltd and forming part of this policy are not lodged with, correct and to the full satisfaction of International Passenger Protection Ltd by **(Date Due)**, International Passenger Protection shall have the right to cancel this policy ab initio by notifying the Insured either direct or via the broker in writing.
- It is agreed that International Passenger Protection Ltd shall give not less than 15 days prior notice of cancellation to the Insured either direct or via the broker. If all subjectivities expressly listed under "Quote Subjectivities" of the insurance quote provided by International Passenger Protection Ltd and forming part of this policy are lodged with, correct and to the full satisfaction of International Passenger Protection Ltd before the notice period expires, notice of cancellation shall automatically be revoked. If not the policy shall automatically terminate at the end of the notice period.
- If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

DEFINITIONS

1 Insured Person(s)

The Person(s) having made a payment or on whose behalf a payment has been made to the Policyholder under, or with a view to entering into, a Travel Contract with the Policyholder 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 the Policyholder shall be deemed to be Insolvent when:

- a any of the following occurs in respect of the Policyholder
 - i) it is, or is deemed for the purposes of any law to be, unable to pay its debts (as they fall due) or 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);
 - iv) it suspends making payments on any of its debts or announces an intention to do so, or
 - v) a moratorium is declared in respect of any of its indebtedness.

If a moratorium occurs in respect of the Policyholder, then 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 reorganisation (by way of voluntary arrangement, scheme of arrangement, assignment or arrangement with any creditor of the Policyholder);
 - ii) a composition, assignment or arrangement with any creditor of the Policyholder
 - iii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver (court or otherwise) in respect of the Policyholder or any of its assets;
 - iv) the enforcement of any security over any assets of the Policyholder;
- v) a meeting of the Policyholder, its directors or its members being convened for the purpose of considering 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 of the Policyholder;
- vii) the directors or other officers of the Policyholder requesting the appointment of or giving notice of their intention to appoint or take any 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 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) or charge(s) paid in advance by the Insured Person(s) to the Policyholder.
- b Additional costs reasonably and necessarily incurred following curtailment of the 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. 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.

PPIP(A) - CERTIFICATE OF INSURANCE

COVER FOR TOUR ORGANISERS

The person(s) named on the Confirmation and Deposit Receipt will be indemnified subject to Policy and Conditions in respect of their net ascertained financial loss sustained arising from cancellation or curtailment of their travel arrangements due to the insolvency of the Policyholder.

This Insurance will indemnify the Insured Person(s) in respect of:

- 1 Loss of deposit(s) or charge(s) paid in advance by the Insured Person(s) to the Policyholder
- or**
- 2 Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the Insured Person(s) to either:
 - a Continue with and complete the Scheduled Travel Arrangements. Liability hereunder is limited to the additional cost incurred by the Insured Person(s) in securing accommodation of the same or similar standard as enjoyed prior to the curtailment of the travel arrangements.
- or**
- b Return to their original Contracted Destination in the United Kingdom. Liability hereunder 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.

CLAIMS PROCEDURE:

Any occurrence which may give rise to a claim should be advised within 14 days to:

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

Fax: Telephone: +44 (0)20 8776 3752
+44 (0)20 8776 3751

In order to deal promptly with any claim hereunder it is essential that you retain all bills, receipts and other documents relating to your travel arrangements. This Insurance is offered by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers.

This Certificate is only a summary of the protection provided. A copy of Master Policy Wording, providing full details of the terms and conditions of this Insurance, is available from the Policyholder on request.

CLAIM FORMS MUST BE SUBMITTED WITHIN 6 MONTHS OF DATE OF INSOLVENCY. WE CANNOT CONSIDER OR PAY CLAIMS RECEIVED AFTER THIS DATE.

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 telephone us on: 020 8776 3750.

Or write to:

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 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:

The Lead Insurer on behalf of the Insurance Panel:

Patricia Mack,
Managing Director,
ETI,
Albany House,
First Floor,
14 Bishopric,
Horsham,
Surrey.
RH12 1QN

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
Email: 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.

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CORPORATE POLICY WORDING

This Endorsement should be read in connection with the above mentioned. The two clauses listed below are required by Lloyd's of London.

1. CLAUSE NMA464 - WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or 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. 1/1/38

2. CLAUSE NMA1622 - RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) Any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

- (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68