



**COVER FOR SCHEDULED AIRLINE FAILURE
SCHEDULE**

Policy Number:

Insured:

Certificate of Insurance: PPIP(B)

Period of Insurance: 12 months at

Financial Loss: To indemnify the Insured Person(s) in respect of their Net Ascertained Financial Loss sustained arising directly from the cancellation or curtailment of a Scheduled Airline Flight arising solely from the event of the Insolvency of the Scheduled Airline and as described in the relevant certificate of insurance.

Maximum Insured Loss: Up to and not exceeding £XXXX for any one Insured Person(s).

Territorial Limits: World-wide

Premium: As per IPP Debit Note

Special Conditions:

- 1 Insured Person(s) accepts certificate of insurance as basis of 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):

45% - Europäische Reiseversicherung AG
Head office Munich: Europäische Reiseversicherung AG
Vogelweidestrasse 5, 81677 München, 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 at
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 No: 995253

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

Signed for and on behalf of Insure(s)

Director:
International Passenger Protection Ltd



**PASSENGER PROTECTION INSURANCE POLICY
(MASTER POLICY)**

PPIP(B)

This Policy, the Schedule, any certificate or proposal relating thereto and any endorsement hereto shall constitute the entire contract between the Insurer, the Policyholder and the Insured Person(s) and, 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. International Passenger Protection ("IPP") acts as agent only of the Insurer and does not accept any liability to the Policyholder or Insured Person on any account whatsoever.

Whereas the **policyholder** named in the Schedule hereto has by a proposal and declaration applied to the Insurer for the insurance herein contained.

It is a pre-condition of the liability of the Insurer that:

- 1 the appropriate premium has been paid to the Insurer in full as and when it falls due for payment; and
- 2 the provisions of this Policy have been satisfied.

The Insurer agrees to indemnify the Insured Person(s) subject to the terms and conditions contained herein or set out in the relevant certificate of insurance or endorsed hereon in respect of their Net Ascertained Financial Loss sustained arising during the Period of Insurance directly from the cancellation or curtailment of a Scheduled Airline Flight arising solely in the event of the Insolvency of the Scheduled Airline **provided always that** the Insurers liability shall in no case exceed the Maximum Loss Insured stated in the Schedule to this Policy.

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.

The Policyholder shall keep each of the Insurer and IPP fully and effectively indemnified against any loss or damage arising or resulting from any breach of warranty by the Policyholder.



EXCLUSIONS

The Insurers will only be liable in respect of insured costs or losses arising as a result of the Scheduled Airline failing to fulfill its contractual obligation to provide air travel where such failure is caused by the Insolvency of the Scheduled Airline.

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;
- 4 Any loss sustained by the Insured Person(s) when the certificate of insurance or other evidence of coverage was effected after the date of the first Threat of Insolvency as defined of the Scheduled Airline.

CONDITIONS

- 1 If:
 - a any declaration or any other statement or information provided to the Insurer by the Policyholder or anyone acting on behalf of the Insured Person can reasonably be established to be knowingly and materially inaccurate (or reckless as to accuracy) when given or, when given, failed to disclose any information which might reasonably have, at that time, affected the decision of the Insurer to provide insurance under this Policy; or
 - b any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by an Insured Person or anyone acting on his behalf to obtain benefit under this Policy the right to any benefit and the premium paid by the Insured Person under this Policy shall be forfeited and the Insurer shall be entitled to recover any benefit paid directly or indirectly as a result of any such act or omission.
- 2 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 Insurer's 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;

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PASSENGER PROTECTION

- 3 In the event of any claim under this Policy the Insurer shall be entitled to take over and/or conduct in the name of the Policyholder or the Insured Person(s) but at its own expense and for its own benefit any proceedings or actions, whether before or after any payment is made hereunder, and the Policyholder or the Insured Person(s) shall give the Insurer all reasonable assistance in connection therewith;
- 4 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 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;
- 7 Unless the context otherwise requires, words used in this policy importing the masculine gender shall be construed as importing the feminine gender;

CLAIMS PROCEDURE

In the event of any happening likely to give rise to a claim the Insured Person(s) shall:

- 1 Give immediate 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 Insurer.
- 3 Provide to the Insurer all information reasonably required by it for the purpose of proving the loss to the satisfaction of the Insurer 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 processed.

DEFINITIONS

1 **Scheduled Airline Flight**

One of a series of flights which are undertaken between the same two places and which together amount to a systematic service operated in such a manner that the benefits thereof are available to members of the public generally from time to time seeking to take advantage of it.

2 **Scheduled Airline**

An airline operating Scheduled Airline Flights.



3 Trip

Travel comprising one or more sequential Scheduled Airline Flights to which the certificate of insurance issued hereunder relates.

4 Insured Person(s)

The person(s) named in a certificate of insurance issued lawfully under this Policy **provided that:**

- a such person has booked a ticket(s) (within the United Kingdom) for one or more Scheduled Airline Flights through a licensed or bonded travel agent or direct with the Scheduled Airline and is a person specifically named in the confirmation, invoice and/or deposit receipt for such booking to which the certificate of insurance expressly relates; and
- b the Scheduled Airline is not bonded nor is the risk insured elsewhere.

5 Net Ascertained Financial Loss

- a If an Insured Person(s) Trip has not commenced prior to the Insolvency the Net Ascertained Financial Loss shall be the amount equivalent to the sum(s) paid by the Insured Person(s) either as deposit, or as the case may be, as the price of the Scheduled Airline Flight(s).
- b If the Insured Person(s) Trip has commenced prior to the Insolvency the Net Ascertained Financial Loss shall be:
 - i) provided that the Trip is nevertheless fully completed by the Insured Person(s), the sum equivalent to the price paid for the ticket(s) for such Scheduled Airline Flights forming part of the Trip as were cancelled as a direct result of the Insolvency; or
 - ii) if the Trip is curtailed forthwith upon the Insolvency the cost of direct return transportation to the United Kingdom to a similar standard to that originally booked as part of the Trip such return flight commencing at the point of curtailment of the Trip as the direct result of the Insolvency; or
 - iii) where the Trip is partially continued but not completed after the Insolvency the lesser of the sums which might otherwise have been payable under i) or ii) above.

PROVIDED ALWAYS that the Net Ascertained Financial Loss shall not exceed the sum shown on the certificate of insurance.

6 Insolvency

For the purposes of this Policy a scheduled airline shall be deemed to be Insolvent when:

- a any of the following occurs in respect of such airline:
 - 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 scheduled airline, 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 of the scheduled airline);
 - ii) a composition, assignment or arrangement with any creditor of the scheduled airline;
 - iii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, court or otherwise) in respect of the scheduled airline or any of its assets;
 - iv) the enforcement of any security over any assets of the scheduled airline;
 - v) a meeting of the scheduled airline, 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 scheduled airline;
 - vii) the directors or other officers of the scheduled airline 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.