



**FINANCIAL FAILURE COVER FOR COACH TOUR OPERATORS and or TOUR ORGANISERS as approved by ABTA**

**POLICY SCHEDULE**

**Policy Holder:**

**Certificate of Insurance:**

**Period of Insurance:**

**Financial Loss:** To indemnify the **Passenger Name (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 **Holiday Cost** any one person.

**Territorial Limits:** World-wide

**Premium:** **As per Townergate Chapman Stevens Quotation**

**Special Conditions:** 1 **Insured Passenger Name(s)** accepts the booking confirmation as basis for cover.

2 This Insurance has been purchased by the policyholder for or on behalf of the **Passenger(s)** solely for their benefit.

**Insurer(s):** IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No 1229676. Tel No 0115 941 1022. Authorised and regulated by the Financial Services Authority.

**Signed for and on behalf of IGI Insurance Company Limited**

**K W WARDELL  
Managing Director**

Effective date 21<sup>st</sup> May 2009

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## FINANCIAL 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 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 **Passenger (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:

Insurers liability shall in no case exceed the sum insured stated in the Schedule except in the event of curtailment of the travel arrangements requiring repatriation to the original contracted destination in the United Kingdom. Only in this event will insurers pay reasonable and necessary additional cost incurred by the **Passenger (s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

### 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 except in respect of any excess beyond the amount which would have been payable under such other Policy, policies or bond had this Insurance not been effected.

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 **Passenger (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 **Passenger(s)** shall:

a Give immediate notification (but in no event later than 14 days) to IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Tel No 0115 941 1022.

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 **Passenger(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.

## DEFINITIONS

### 1 Passenger (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

- a A petition has been presented to the Court for the compulsory winding up of the Policyholder;
- b The Policyholder convenes a meeting of its Creditors informally or otherwise for the purpose of considering an arrangement with such Creditors pursuant to the provisions of Section 588 of the Companies Act 1985 (**Insolvency Act 1986**) or any statutory modification or reenactment thereof;
- c A Receiver is appointed over any of the property or assets of the Policyholder;
- d The Policyholder stops payment of its debts or is unable to pay its debts within the meaning of Section 518 of the companies Act 1985 or ceases to carry on its business as a result of being unable to pay its debts as they fall due.

### 3 Net Ascertained Financial Loss

- a Loss of Deposit(s) or charge(s) paid in advance by the **Passengers (s)** to the Policyholder.
- b Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the **Passengers** 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 **Passenger (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 **Passenger(s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

CERTIFICATE OF INSURANCE  
COVER FOR COACH 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 **Passenger(s)** in respect of:

- 1 Loss of deposit(s) or charge(s) paid in advance by the **Passenger (s)** to the Policyholder  
or
- 2 Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the **Passenger (s)** to either:
  - a Continue with and complete the Scheduled Travel Arrangements. Liability hereunder is limited to the additional cost incurred by the **Passenger (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 **Passenger (s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

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**CLAIMS PROCEDURE:**

Any occurrence which may give rise to a claim should be advised within 14 days to:  
IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Tel No 0115 941 1022.

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 underwritten by IGI Insurance Company Limited.  
This Certificate is only a summary of the protection provided.

**Cancellation**

Written confirmation of the cancellation of the policy may be given at any time by you or by the Insurers. The Insurers will give you a minimum of 14 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by giving the Insurers written instructions.

**Cooling off Period**

Before you accept this policy you have 14 days to review your policy wording. If you are not totally happy with this policy and you have not made a claim you can write to the Insurers or whoever arranged cover for you requesting that your insurance is cancelled and that any monies paid be returned. The Insurers will then cancel your insurance.

### **Data Protection**

Personal data that you provide to us will be held in accordance with the Data Protection Act 1998. We need this data to provide details of our services and for research purposes and quotations for our products. Data collected for some products may be transferred to industry anti-fraud databases. In addition it may be necessary to transfer personal data to our business partners in order to administer the policy, or process claims.

### **Complaints Procedure**

If you have any complaint you can contact whoever arranged the insurance for you. If your problem isn't resolved you may contact the Insurers, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. The Insurers will contact you within five days of receiving your complaint to inform you of what action they are taking. The Insurers will try to resolve the problem and give you an answer within four weeks. If it will take the Insurers longer than four weeks the Insurers will tell you when you can expect an answer.

If the Insurers have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against the Insurers.

If you are still not satisfied you can contact the:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurers cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal right you may have to take action against us.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234