



PASSENGER PROTECTION POLICY FOR INSOLVENCY COVER IN RESPECT OF THE PACKAGE TRAVEL & LINKED TRAVEL REGULATIONS 2018 SCHEDULE

Policy Number: BA2000940 / 2721879

Policy Holder: David Barrett t/a Regent Travel

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

Certificate of Insurance: PPIP(A)

Period of Insurance: 01 December 2021 until 30 November 2022 (GMT) (both days inclusive)

Sum Insured: Up to and not exceeding £1990.00 any one Insured **Person** plus costs by the **Insured Person(s)** to continue with the pre-arranged travel arrangement and return home as defined under **Net Ascertained Financial loss** in the policy.

Level of cover: Non air package turnover and linked travel arrangements only (as principal) no single element. **(Delete as appropriate)**

Territorial Limits: EU, UK

Premium: As per IPP Debit Note dated 19/11/2021

Insurer(s): **Liberty Mutual Insurance Europe SE**

LMIE is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website."

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

Liberty Mutual Insurance Europe SE – Switzerland

This insurance is underwritten by Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

Signed for and on behalf of Liberty Mutual Insurance Europe SE

Director/Authorised Signatory: **International Passenger Protection Ltd**



PASSENGER PROTECTION POLICY FOR INSOLVENCY COVER IN RESPECT OF THE PACKAGE TRAVEL & LINKED TRAVEL REGULATIONS 2018

Insurers agree 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 from the **Financial Failure** of the **Policyholder**.

This policy is subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

PROVIDED ALWAYS THAT:

Insurers liability shall in no case exceed the **sum insured** stated in the **Schedule**.

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Policy Format

Upon request **Insurers** can provide Braille, audio or large print version of this policy and the associated documentation including the Key Facts Document. If you require an alternative format you should contact IPP.



DEFINITIONS

Whenever the following words appear in **bold** in this insurance they will have the meanings shown below.

- 1 **Financial Failure**
The **Policyholder** becoming Insolvent or having an administrator appointed and being unable to provide agreed services.
- 2 **Insured Person(s)**
The Person(s) having made a payment or on whose behalf a payment has been made to the **Policyholder** for the provision of accommodation and/or travel of that Person(s) as part of a package or Linked Travel Arrangement.
- 3 **Linked Travel Arrangements (LTA)**
As defined in the Package Travel & Linked Travel Arrangements Regulations 2018.
- 4 **Net Ascertained Financial Loss**
 - a Loss of either Deposit(s) or the full price of the accommodation and travel or charge(s) paid in advance by the **Insured Person(s)** to the **Policyholder**.
 - b Additional costs reasonably and necessarily incurred following curtailment of any travel arrangements to enable the **Insured Person** to:
 - i) continue with and complete the scheduled journey or travel arrangements. The amount payable under this policy 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 interruption of the travel arrangements.
 - ii) return to the original country of departure. The amount payable under this policy is 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 interruption 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 your name, the amounts insured, and the **Period of insurance**

IMPORTANT INFORMATION

This document, the **schedule** and any endorsement(s) attached form your insurance. This document sets out the conditions of the insurance between you and us. 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 4; and

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 provided us with false or misleading information it could adversely affect your insurance. For example we may:

- 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
- cancel your insurance in accordance with the “Cancelling this insurance” section on page 4.

We will write to you if we:

- 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.

Non compliance of the **Policyholder** with the terms of this Insurance does not affect the **Insured Person(s)** protection and rights to claim, in the event of the **Policyholder's** insolvency, in accordance with the Package Travel & Linked Travel Arrangements Regulation 2018.

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 giving us thirty (30) days notice in 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 the Insured Persons have not made a claim on this policy we will refund all the premiums you have paid.

At all other times, there are no refunds of premiums already paid, this policy may also be subject to a minimum premium paid and agreed at the time of effecting this policy.

If we pay any claim, in whole or in part, then no refund of premium will be allowed

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 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 American and the Russian Federation.
- 2 Nuclear reaction, nuclear radiation or radioactive contamination. 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 or bond or which is capable of recovery from.
- 3 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.
- 4 Any loss sustained by the **Insured Person(s)** where the evidence of coverage was effected after the date of insolvency of the Insured **Policyholder**.



POLICY TERMS & REQUIREMENTS

- 1 **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.
- 2 **Insurers** shall be entitled to cancel this policy giving not less than 30 days prior written notice of cancellation to the **Policyholder** either direct or via the broker. Such cancellation shall not affect cover for bookings made through the **Policyholder** prior to the date of notice of cancellation. 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 any other provisions of this clause, which will remain in full force and effect.
3. The **Policyholder** must provide an itemised schedule of paying passengers who have transacted bookings with the **Policyholder**.
4. Where legally permitted under the applicable laws, more specifically the provisions of the s75 of the Consumer Credit Act 1974 or the VISA and MasterCard scheme rules, **Insurers** shall be entitled to request that any loss incurred by the **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder** may be referred to the payment card issuer or to any other existing insurance policy held by the **Insured Person(s)** (where applicable) that may provide cover for such loss. If part payment for any loss incurred is received by **Insured Person(s)** from any such other third party, this Policy will apply in excess of that part payment. If that recovery claim from their payment card issuer or under any other existing insurance policy held by the **Insured Person(s)** (where applicable) that may provide cover for such loss is unsuccessful, either in whole or in part, the **Insurer's** liability and payment obligations towards the **Insured Person(s)** under this Policy shall apply without limitation. However, nothing in this clause shall limit **Insurer's** liability and obligations under this policy, including liability for **Net Ascertained Financial Loss** incurred by **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder**.



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

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

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

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 **Insurers** consent in writing. Any attempt to assign rights of interest without the Insurer's written consent is null and void.



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The person(s) named on the Confirmation and Deposit Receipt will be reimbursed subject to Policy and Conditions in respect of their net ascertained financial loss sustained arising from cancellation or curtailment of their travel arrangements that constitute a Package Holiday or Link Travel Arrangement due to the insolvency of the **Policyholder**.

This Insurance will reimburse 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.
and
 - b Return to their original contracted country of departure. 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.

HOW TO MAKE A CLAIM – ONLY IN RESPECT OF INSOLVENCY OF THE POLICYHOLDER

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 as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator quoting Reference: **TOFI Inc LTA V2-21** to:

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
Website: 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.



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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.

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