

Supplier Failure Cover

Reference Number: 08R49



INTRODUCTION TO YOUR POLICY

This policy document provides You with the terms, conditions and exclusions of the insurance cover. Conditions and exclusions will apply to individual Sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

Please read this document and Your Certificate very carefully to ensure You understand the extent of the cover and services, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements.

Cooling Off Period: Unless Your Trip will be completed within 14 days of buying this insurance, You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and will recover from You any payments We have made.

PLEASE KEEP THIS DOCUMENT IN A SAFE PLACE AND TAKE IT WITH YOU WHEN YOU TRAVEL IN CASE YOU NEED ASSISTANCE OR NEED TO MAKE A CLAIM. IF YOU HAVE ANY QUESTIONS OR ARE IN ANY DOUBT ABOUT THE COVER PROVIDED PLEASE CALL OUR TRAVEL HELPLINE ON: 0844 482 0660.

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YOUR INSURANCE POLICY

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- to persons who habitually reside in the European Union, Isle of Man or the Channel Islands (i.e. have their main home in the European Union, Isle of Man or the Channel Islands and have not spent more than 6 months abroad in the year prior to purchasing the policy)
- following payment of the appropriate premium for the level of cover selected

Benefits under this policy are underwritten by Europ Assistance Holding Irish Branch of 79 Merrion Square, Dublin 2, Ireland.

This policy is effected in England and is subject to the Laws of England and Wales.

Europ Assistance Holdings Ltd is authorised and regulated by the Financial Services Authority.

THIS POLICY is intended to supplement a full travel insurance policy. Please read the wording and ensure the cover You have purchased reflects Your requirements.

SUMMARY OF COVER

Cover	Limits of Cover	Excess
Supplier Failure Cover:		
1. Pre-Departure Cancellation	£5,000	£50
2. Insolvency – Replacement Cost(s)	£5,000 (£50 Luggage)	£50
3. Travel Delay Replacement Ticket(s)	£5,000	£50

IMPORTANT INFORMATION

We would like to draw Your attention to important features of Your policy including:

- Your Policy Cover:** This policy provides cover ONLY in the event that You cannot recover Your losses from any other source. In the event of a loss, You should first make Your claim against ATOL, Your credit or debit card provider under Section 75 of the Consumer Credit Act 1974 or against any other insurance policy which provides compensation for Your loss. This policy will only make payments less the value of any compensation You have received from any other source.
- Material Facts:** You must declare to Us all Material Facts that are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us by calling Our Travel Helpline on 0844 482 0660. Please refer to the definition of a 'Material Fact' in the Meaning of Words.
- Policy Limits:** Most Sections of Your policy have limits on the amount the Insurer will pay under that Section. You are advised to check Your policy.
- Policy Excess:** Under all Sections of the policy, claims will be subject to an Excess. This means that You will be responsible for paying the first part of the claim up to the Excess value per Insured Person each and every incident. A definition of Policy Excess is in the Meaning of Words.

MEANING OF WORDS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Carrier: A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

Certificate: The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the Period of Insurance and any other special conditions and terms.

Family: The main Insured Person, his/her spouse or Common Law Partner, and/or their dependent children under 18 years of age (in full-time education and residing with them).

Geographical Limits: All countries worldwide.

Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply within Your country of departure once You commence Your Trip, and during Your return journey to Your Home.

You will be covered when travelling by recognised public transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private plane.

Home: Your principal place of residence in the European Union, used for domestic purposes, and including garage(s) and other outbuilding(s).

Insolvent: means when any of the following steps or equivalent under the law of the court having jurisdiction, have been taken against the Third Party Provider being:

- a bankruptcy order having been made by a court having jurisdiction over the Third Party Provider's affairs, or
- an administration order having been made by a court having jurisdiction over the Third Party Provider's affairs, or
- an effective resolution or order for the voluntary winding up having been made by a court having jurisdiction over the Third Party Provider's affairs, or
- a voluntary agreement or compromise, supervised by an insolvency practitioner, that has been made binding on the Third Party Provider and all the Third Party Provider's creditors, or
- an administrator or liquidator having been appointed on behalf of debenture holders or other creditors of the Third Party Provider,
- or such circumstances exist which are, in Our opinion equivalent to any of the above.

Insured Person or You/Your: Each person named on the Certificate and for whom the appropriate premium has been paid, resident in the European Union, registered with a local doctor for the last 6 months.

Material Fact: A fact likely to influence the acceptance or assessment of this insurance by Underwriters. If in doubt as to what constitutes a Material Fact, please contact Us.

Period of Insurance: The period shown on the Certificate. Subject to:

Single trip policies: Your cover starts when You purchase this insurance or when You book Your Trip, whichever is the later.

Annual Multi-trip policies: Cover applies as for Single Trip policies however, the Period of Insurance is for 12 months during which You are covered for each Trip You book and undertake within that period.

Note: Trips solely within Your Home country are only insured if You have pre-booked at least two consecutive nights paid accommodation.

Policy Excess: The first £50 per Insured Person, each and every incident, each and every section of cover.

Third Party Provider: One of the suppliers of a service which is an element of Your Trip. This includes but is not limited to providers of flights or other public transport, transfers to/from Your accommodation, accommodation and car hire.

Trip: A journey within the countries of the Geographical Limits, during the Period of Insurance.

Note 1: Trips must commence and end in Your Home country.

Note 2: For Residents of the European Union, Trips solely within Your Home country are only insured if You have prebooked at least two consecutive nights paid accommodation.

We, Our or Us: Europ Assistance Holdings Ltd, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

You/Your: Each person named on the Certificate and for whom the appropriate premium has been paid, resident in the European Union, registered with a local doctor for the last 6 months.

SUPPLIER FAILURE COVER

What is covered

1) Pre-Departure Cancellation - We will pay up to **£5,000** for each Insured Person for any financial loss You suffer, being non-refundable deposits and amounts You have paid (or have contracted to pay), where You are unable to commence Your Trip because one of the Third Party Providers (This includes but is not limited to providers of flights or other public transport, transfers to/from Your accommodation, accommodation and car hire) of Your Trip has become Insolvent and it is impossible to replace that element of Your Trip.

2) Insolvency – Replacement Cost(s) - If one of the Third Party Providers (This includes but is not limited to providers of flights or other public transport, transfers to/from Your accommodation, accommodation and car hire) of Your Trip has become Insolvent and it is possible to replace that element of the Trip, we will pay up to **£5,000** for each Insured Person for the cost of replacing that element to an equivalent standard to that original booked where available. We will also pay You up to **£50** for each Insured Person if Your Personal Luggage is lost or damaged whilst under the care, custody or control of one of the Third Party Providers of Your Trip following them becoming Insolvent.

3) Travel Delay Replacement Ticket(s) - If the flight, sea crossing, coach or train is cancelled and no alternative provided within 12 hours of the intended departure time We will pay for the cost of buying a replacement ticket to an equivalent standard to that original booked where available, to allow the Trip to continue up to a maximum of **£5,000** for each Insured person.

Special conditions relating to claims

You must obtain written confirmation from the liquidator that the third party provider has become Insolvent.

If Your flight, sea crossing, coach or train is cancelled and no alternative provided within 12 hours You must obtain written confirmation from the Carrier stating the period and reason for the cancellation.

What is not covered

- Any disinclination to travel or continue travelling;
- The Policy Excess;
- Any costs incurred by You which are recoverable or for which You receive or are expected to receive compensation;
- Any costs which You would have expected to pay during Your Trip;
- Any costs recoverable from any company who is bonded or insured elsewhere;
- Any costs recoverable under Your full travel insurance policy;
- Any loss or damage to Your Personal Luggage when in the custody of a baggage handling company;
- the financial failure of:
 - any scheduled airline in Chapter 11 or any threat of insolvency being known at the date of issue of the policy;
 - any scheduled airline who is insured elsewhere or monies are recoverable by any other means; or
 - any travel agent, tour organiser, booking agent or consolidator with whom the insured person has booked a scheduled flight.
- Anything mentioned in the General Exclusions..

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

- You must declare to Us all Material Facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.
- You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured.
- We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions.
- You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact the Travel Helpline on **0844 482 0660**.
- Where it is possible for Us to recover sums that We have paid out under the terms of the policy, You will cooperate fully with Us in any recovery attempt We make and We will pay all costs associated with the recovery of Our outlay. You agree not take any action that may prejudice Our recovery rights and will advise Us if You

instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums We have paid out under the terms of the policy will be reimbursed from any recovery made

6. In the event of a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
7. You must notify Us in writing of any event which may lead to a claim, within 28 days of Your return Home. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We require.
8. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
9. We may give 7 days notice of cancellation of this policy by recorded delivery to You at Your last known address. In this case We shall refund to You the unexpired pro-rata portion of the premium You have paid, subject to there having been no known claims or losses.
10. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged. Please see the details shown under Customer Satisfaction. Using this service will not affect Your legal rights.
11. This policy is subject to the Laws of England and Wales whose courts alone shall have jurisdiction in any disputes.
12. You must pay the appropriate premium for Your planned Trip.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

No Section of this policy shall apply in respect of:

1. Claims arising from a Material Fact or facts, which have not been disclosed to Us and accepted by Us in writing prior to the commencement of the Period of Insurance (or, in the case of Annual Multi-trip cover, prior to the commencement of any Trip).
2. Any expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy, compensation scheme, insurance, bond or any motoring organisation's service. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us.
3. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
4. Consequential losses of any nature other than as specifically provided within the terms and conditions of this policy.
5. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of taxi transfers), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs.
6. Any deliberately careless or deliberately negligent act or omission by You.
7. Any claim arising or resulting from Your own illegal or criminal act.
8. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
9. The Insured Person travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
10. Expense whatsoever resulting from: ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Delay or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
12. Delay or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus.
13. Any claim when You have not paid the appropriate premium for Your planned Trip.
14. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
15. Any claim made for a booking which was made after the insolvency or threat of insolvency of the Third Party Provider was made public. This includes any scheduled airlines in Chapter 11.

MAKING A CLAIM ON RETURN HOME

First, check Your Certificate and Your policy to make sure that what You are claiming for is covered.

Claims forms can be obtained from www.eaclaims.co.uk. Alternatively telephone Our Claims Helpline on 0844 338 6465 to obtain a claim form, giving Your name and Certificate number, and brief details of Your claim.

All claims must be notified within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc. Please refer to Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend you use registered post.

In order to handle claims quickly, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank account details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

Europ Assistance reserves the right to charge an administration fee if it changes its practices of claims administration in the future.

Important notice

Under the new European Union (EU) travel regulations, You are entitled to claim compensation from Your Carrier if any of the following happen:

1 Denied boarding and cancelled flights

If You check in on time but You are denied boarding because there are not enough seats available or if Your flight is cancelled, the Carrier must offer You financial compensation.

2 Long delays

If Your flight is delayed for more than five hours, the airline must offer to refund Your ticket.

3 Luggage

If Your checked-in luggage is damaged or lost by an EU airline, You must claim compensation from the Carrier within seven days. If Your checked-in luggage is delayed, You must claim compensation from the Carrier within 21 days of its return.

You can download full details from http://europa.eu.int/comm/transport/air/rights/index_en.htm

CUSTOMER SATISFACTION

Our Promise of Service: We aim to provide a first class service at all times. However, if You have a complaint You should contact Us in the first instance at:

Quality Department,
Europ Assistance Holdings Limited,
Sussex House,
Perrymount Road,
Haywards Heath,
West Sussex RH16 1DN
Telephone: 0844 338 5799 or e-mail on: quality@europ-assistance.co.uk

If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision, You have the right to make an appeal.

If You are not satisfied with the results of Our investigation, You have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at:

South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the complaints procedure before the FOS will consider Your case.

CANCELLATION PROVISIONS

Right to return the insurance document Unless Your Trip will be completed within 14 days of buying this insurance, You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to you any premium you have paid and will recover from you any payments we have made

Cancellation by the Insured Person If You subsequently give notice in writing or by telephone to Us to cancel this policy such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If the notice of cancellation is received within the 14 day Cooling – Off Period the premium will be refunded in full less any sum that We have paid in respect of any claims made. If the notice of cancellation is received outside the 14 day Cooling – Off Period and You have not made a claim or sought assistance under the policy then You will be entitled to a pro rata refund of premium in accord with the remaining term of the policy less an administration fee.

Cancellation by Us We may give 7 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

Premium position upon cancellation by Us, or in respect of an Annual Multi-trip policy following the death of the Insured Person (except when the subject of a claim occurring in the course of a Trip):

If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate.

If however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

Effective time of cancellation This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Europ Assistance Holdings Limited should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

IF YOU ARE DEAF OR HARD OF HEARING

The following number is available for deaf, hard of hearing and speech impaired customers who have access to a minicom telephone: **01444 450389**

CONTACT NUMBERS

IN AN EMERGENCY, FIRST CHECK THAT THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING YOUR NAME AND POLICY NUMBER.

HELPLINE	NUMBER
Travel Helpline	0844 482 0660
Supplier Failure Claims	0844 338 6465

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.



www.europ-assistance.co.uk

E info@supplierfailurecover.com T 0844 482 0660 F 0844 482 0661
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