



# FINANCIAL FAILURE INSURANCE

**ARRANGED BY:** Affirma a trading brand of MGA Cover Services Limited, Kemp House, 152 City Road, London, EC1V 2NX who are authorized and regulated by the Financial Conduct Authority registration number 678541.

**UNDERWRITTEN BY:** Affirma, a trading brand of MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH 13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 678541) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120)

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

## POLICY SCHEDULE

<b>Product:</b>	Financial Failure Cover for Tour Operators and/or Organisers
<b>Insurer(s):</b>	CBL Insurance Europe Limited
<b>Policy Number:</b>	RMGA/FFI/001442 2016
<b>Policyholder:</b>	Villa Retreat Limited
<b>Financial Loss:</b>	To indemnify the <b>Lead Name (s)</b> in respect of their <b>Net Ascertained Financial Loss</b> sustained arising from the cancellation or curtailment of the declared trip travel arrangements arising solely from the event of the <b>Insolvency</b> of the Insured <b>Policyholder</b>
<b>Sum Insured:</b>	Up to and not exceeding any one <b>Villa</b> as per defined in <b>Addendum 1</b> .
<b>Territorial Limits:</b>	World-wide
<b>Premium:</b>	Defined as per premiums in <b>Addendum 1</b> .

## FINANCIAL FAILURE INSURANCE POLICY

This Policy, the Schedule, the Formal Quotation, and the Tour Operators' Financial Failure Insurance Application Form, 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.

Where the **Policyholder** named in the Schedule 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 **Insurer(s)** named in the Schedule for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance, **Insurer(s)** agree to indemnify the **Lead Name (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:

**Insurer(s)** 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 **Insurer(s)** pay reasonable and necessary additional cost incurred by the **Lead Name(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 **Insurer(s)** 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 **Booking Confirmation** or evidence of coverage was effected after the date of **Insolvency** of the Insured **Policyholder**.
5. Any loss sustained by the **Insured Person(s)** where the travel arrangement includes a flight element.

## CONDITIONS

1. If the **Lead Name(s)** shall make any claim knowing the same to be false or fraudulent, the **Insurance Cover** 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 **Lead Name(s)** shall:
  - a) Give immediate notification (but in no event later than 14 days) to Claims Department at [claims@mgacs.com](mailto:claims@mgacs.com)
  - 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, mis-description 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. The **Insurer(s)** shall be entitled to take over and conduct in the name of the **Policyholder** or the **Lead Name(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.

## DEFINITIONS

### 1. Lead Name(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 **Booking Confirmation**.

### 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 re-enactment hereof.
- 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 **Lead Name(s)** to the **Policyholder**.
- b) Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the **Lead Name** 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 **Lead Name(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 **Lead Name(s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

#### 4. Booking Confirmation

A Confirmation and/or Deposit Receipt detailing travel arrangements under the **Lead Name(s)**, and issued by the **Policyholder**.

#### 5. Passenger(s)

Any person travelling or due to travel as part of travel arrangements booked by a **Lead Name**.

#### 6. Insurance Cover

The indemnity covering the **Net Ascertained Financial Loss** sustained by **Passenger(s)** named on the **Booking Confirmation** arising from cancellation or curtailment of their travel arrangements due to the **Insolvency** of the **Policyholder** subject to the policy terms and conditions.

#### CLAIMS PROCEDURE

Any occurrence which may give rise to a claim should be notified to the insurer within 14 days in the first instance by email [claims@mgacs.com](mailto:claims@mgacs.com) and/or telephone on: 020 3540 4422.

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 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.

#### 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 set up your policy. 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.

We will use your personal data in the following circumstances:

- To help in processing any applications you may make; and
- To manage and administer your policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities or to our agents who provide services on your behalf.

We will only disclose your personal information to third parties if:

- It is necessary for the performance of your agreement with us; or
- If you have given your consent; or
- If such disclosure is required or permitted by law.

#### 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 at MGA Cover Services Ltd, Kemp House, 152 City Road, London EC1V 2NX

The Insurers will contact you within 14 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.