

## FAILURE OF TOUR PROVIDER

Underwritten on behalf of **IGI INSURANCE COMPANY LIMITED**

Certificate No **TOF/IGI/000280**

**TRULY LIMITED**

Arranged by **CORK BAYS & FISHER**

Valid in respect of bookings arranged and monies received during the period 25<sup>th</sup> September 2009 and 24<sup>th</sup> September 2010

### DEFINITIONS:

**Insured Person, You, Yours**

The person named in the schedule.

**Underwriters**

IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG

**Sales Agent**

The person who arranged the underlying policy taken out by the **Insured Person**

**We, Us, Our**

The **Sales Agent** authorised to act on behalf of the **Underwriters**

### Cover

#### Failure of Tour Operator

To pay up to the holiday cost, but in any event a maximum of £15,000 in all for each **Insured Person** in respect of:-

(1) The cost relating to any paid and non-refundable section of the travel or accommodation arrangements, including pre-arranged and paid attractions, forming part of an inclusive holiday arranged with TRULY LTD and pre-booked in the United Kingdom on behalf of the **Insured Person** and whose name appears on the invoice, which is necessarily and unavoidably cancelled prior to departure of the **Insured Person** from the United Kingdom or their country of domicile due to the bankruptcy/liquidation of the provider.

OR

(2) The cost relating to curtailment of any non-refundable part of the arrangements as detailed in (1) above on a pro-rata basis due to bankruptcy/liquidation of the provider whilst the **Insured Person** is on the booked holiday/trip.

### EXCLUSIONS

The **Underwriters** shall not be liable for:-

- (1) Financial failure of a scheduled airline.
- (2) Any arrangements not booked within the United Kingdom through TRULY LIMITED
- (3) Financial failure of the travel agent or any booking agent or consolidator with whom the **Insured Person** has booked any travel accommodation or pre-arranged and paid attractions.
- (4) The financial failure of any travel or accommodation arrangements, including pre-arranged and paid attractions where there is already a bond, or other insurance provided, even if such bond or insurance is insufficient to meet the claim.
- (5) The financial failure of any travel accommodation or pre-arranged attraction provider that is in Chapter 11 Bankruptcy or Receivership at the date of booking.
- (6) We will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this Policy
- (7) Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following:  
The failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

### CONDITIONS

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English Law.

### WHAT TO DO IN THE EVENT THAT REPATRIATION IS REQUIRED FOLLOWING THE FINANCIAL FAILURE OF THE TOUR OPERATOR.

Please call **GLOBAL RESPONSE** to arrange for repatriation. Be prepared to give a) the insurance certificate number b) the name and address of the agent or broker from whom it was purchased.

The Telephone No. is + 44 (0) 870 606 1581

Please Note that in the event of any fraudulent claim being submitted by the Insured Person or anyone acting on his/her behalf or with whom they are in close collusion, all benefits under this policy shall be forfeited.



## Claims Procedure

In the event of a claim **You** should contact the **Sales Agent** who arranged cover for **You** quoting the insurance certificate number or

IGI Insurance Company Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG

quoting the insurance certificate number. All airline tickets and invoices together with proof of payment of Insurance Premium must be submitted.

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## Cancellation

Written confirmation of the cancellation of the policy may be given at anytime by **You, Us** or the **Underwriters**. **We** 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 **Us** written instructions.

## Cooling off Period

Before **You** accept our policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with the policy and **You** have not made a claim **You** can write to **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

## Complaints Procedure

**We** always aim to provide a first class service. However, if **You** have any complaint **You** can contact the **Sales Agent** who arranged the insurance for **You** or the **Underwriters**, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. **We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer. If the matter is not resolved to **Your** satisfaction please write to:

Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

If **We** or the **Underwriters** have not given **You** an answer in eight weeks **We** 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 **Us** or the **Underwriters**.

If **You** are still not satisfied **You** can contact the:

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

The **Underwriters** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Underwriters** 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 be contacted on 020 7892 7300

The complaints procedure above does not affect any legal right **You** may have to take action against **Us** or the **Underwriters**.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

Registered number 1229676

Tel: 0115 941 1022. Fax: 0115 941 1316

Authorised and regulated by the Financial Services Authority.

**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

Signed for and on behalf of IGI Insurance Company Limited



K W WARDELL  
Managing Director