



**TRAVEL REGULATION INSOLVENCY PROTECTION INSURANCE**

**ARRANGED BY:** Towergate Underwriting Group Limited who are authorized and regulated by the Financial Conduct Authority registration number 4043759

**UNDERWRITTEN BY:** Zurich Insurance plc Niederlassung für Deutschland, Solmsstrasse 27-37, 60486 Frankfurt am Main, Germany, registration number HRB 88353

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

**POLICY SCHEDULE**

**Product:** Commercial or Business Financial Failure Cover for Tour Operators and / or Holiday Package providers as defined in the 1992 EC Package Travel Regulation

**Insurer(s):** Zurich Insurance plc Niederlassung für Deutschland

**Policy Holder:** Africa Wild Trails Limited

**Policy Number:** AWT/ZUR/21580

**Period of Insurance:** Valid for trips booked with the **Policyholder** by the **Lead Name(s)** between **00.00hrs 01/05/18 to 23.59hrs 30/04/19** for an **Insolvency** occurring after the **Date of Issue** only.

**Financial Loss:** To indemnify the **Lead 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 **£10,000** any one **Person**

**Estimated Pax Numbers:** **175**

**Territorial Limits:** World-wide

**Premium:** **Defined as per your broker's quotation** for above categories.

## COMMERCIAL AND BUSINESS 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 **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:

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 **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 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.

5. **Cyber-Terrorism.**

## CONDITIONS

1 If the **Lead Name(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 **Lead Name(s)** shall:

- a) Give immediate notification (but in no event later than 14 days) to Towergate
- 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 Insurers 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.

7 In the event of a valid claim, Indemnity will only be granted to the Lead name(s) & passengers which have been declared and paid to Towergate. Any Lead name(s) & passengers seeking compensation arising from insolvency of the Policyholder which are not declared to Towergate will be specifically excluded.

## 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 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 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. **Cyber-Terrorism** – The use of disruptive activities, or the threat thereof, against computers and/or netw with the intention to cause real-world harm or sever disruption of infrastructure.

## **CERTIFICATE OF INSURANCE**

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 **Lead Name(s)** in respect of:

1 Loss of deposit(s) or charge(s) paid in advance by the **Lead Name(s)** to the Policyholder

or

2 Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the

**Lead Name(s)** to either:

a Continue with and complete the Scheduled Travel Arrangements. Liability hereunder is limited to the additional cost incurred by the **Lead Name(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 **Lead Name(s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

## **CLAIMS PROCEDURE / CONTACT DETAILS:**

In the event of a claim / potential claim, it is essential that immediate contact is made. Please ensure any current / future booking lists are printed & kept in a safe place. These will be required in the unlikely event of a claim.

Towergate Chapman Stevens a trading name of Towergate Underwriting Group. Please contact via email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk) or by telephone on (+44) 1932 334140. We can also be contacted by post at 3000 Hillswood Drive, Hillswood Business Park, Chertsey, Surrey KT16 ORS.

The Certificate / Booking confirmation 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

We are dedicated to providing you with a high-quality service and want to ensure that this is maintained at all times. If you feel that we or another party connected with this Policy have not offered a first-class service please write and tell them and they will do their best to resolve them.

### Sales

If your complaint is about the way this Policy was sold, you should refer to your insurance intermediary who sold this Policy, their details should be available on correspondence they have sent you.

### Administration

If your complaint is about the way the Policy is administered, you should put your question or concern in writing to:

Managing Director,  
Towergate Chapman Stevens (a trading name of Towergate Underwriting Group),  
3000 Hillswood Drive,  
Hillswood Business Park,  
Chertsey, Surrey  
KT16 ORS

You will be contacted within five days of receiving your complaint to inform you what action is being taken. We will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks we will tell you when you can expect an answer.

If you have not been given an answer within eight weeks we will tell you how you can take your complaint to the Financial Ombudsmen Service for review. This complaints procedure does not affect any legal right that you have to take action.


Once you have received your final response from us, and if you are still not satisfied you can contact the Financial Ombudsmen Service:

Financial Ombudsmen Service  
Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR

You can visit the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Phone: 0800 023 4567 (free for people phoning from a "fixed line", i.e. a landline at home) or 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting at 01 or 02)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

A handwritten signature in blue ink, appearing to read 'i.v. Jakov Dolic', is written over a faint blue line.

Authorised signatory on behalf of Zurich Insurance PLC  
Jakov Dolic  
Senior Underwriter Travel-Bonding

**Date of issue: 22/05/18**