



FAILURE OF CHARTERED TRANSPORT INSURANCE (EXCLUDING PRE-BOOKED TOURS)

ARRANGED BY: by AVS (Atlas Voyage Secure), a trading name of All Seasons Underwriting Agencies Limited (ASUA) of Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ. All Seasons Underwriting Agencies Limited (Company number 03252689) are authorised and regulated by the Financial Conduct Authority reference no: 308488 and arranges this Policy on behalf of Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited, 1 Great St Helen's, London EC3A 6HX.

UNDERWRITTEN BY: Hiscox Lloyd's Syndicate 033, 1 Great St Helen's, London EC3A 6HX

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

POLICY SCHEDULE

Product:	Failure of Chartered Transport Insurance (Excluding Pre-booked Tours)
Insurer(s):	Hiscox Lloyd's Syndicate 033
To Cover:	xxxxxxxx
Policy Number:	MGA/CTFI/00XXX 20XX Attaching to Master Facility Agreement: B1262FBW0006919
Policyholder:	XXXXXXXXXXXXXXXXXXXX
Period of Insurance:	00.00hrs XXX XXXXXX 20XX to 23.59hrs XXXX XXXXXXXXXXXX 20XX GMT.
Sum Insured:	Maximum Sum Insured up to £xxx,xxx
Territorial Limits:	World-wide
Premium:	£xxxxxx

DEFINITIONS: -

Cyber Act	An unauthorised or malicious act, a series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof including access to, processing of, use of or operation of any computer, hardware, software, information technology and communications system or electronic device including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or booking facility
Cyber Loss	Any loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any cyber act
Insolvency:	<ul style="list-style-type: none">a) a bankruptcy order has been made by a court having jurisdiction over the policyholder's affairsb) an administration order has been made by a court having jurisdiction over the policyholder's affairsc) an effective resolution or order for the voluntary winding up having been made by a court having jurisdiction over the policyholder's affairsd) a voluntary agreement or compromise, supervised by an insolvency practitioner, that has been made binding on the policyholdere) an administrator, receiver or liquidator having been appointed on behalf of debenture holders or other creditors of the policyholderf) such circumstances exist which are, in our opinion, equivalent to the above
Insurer:	Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited 1 Great St Helen's London EC3A 6HX
Maximum Sum Insured	The amount paid by The Insured Company for the cost of the charter only, at the time of the failure of the Chartered Transport within the payment schedule of the Insured Company's contract.
Insured Company, You, Yours	The Company arranging the charter with the Chartered Transport or the Agent acting on behalf of the Company for whom the charter has been arranged.
Chartered Transport	A Chartered Transport is either an airline, ship or other forms of transport that has been declared and accepted by AVS on behalf of insurer and for which the appropriate premium has been paid.
Agent	The company who has arranged the charter on behalf of the Insured Company.
We, Us, Our	AVS (Atlas Voyage Secure), a trading name of All Seasons Underwriting Agencies Limited (ASUA) of Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ. All Seasons Underwriting Agencies Limited (Company number 03252689) are authorised and regulated by the Financial Conduct Authority reference no: 308488

COVER

To pay the **Insured Company** up to the **Maximum Sum Insured** in respect of: -

- (1) The cost relating to the paid amount for the chartered transport only in the event of the chartered transport being necessarily and unavoidably cancelled prior to departure of the **Insured Company's** group of people from the United Kingdom or their country of domicile due to bankruptcy/liquidation of the **Chartered Transport** as defined above on which the booked trip depends in respect of deposits or charges paid in advance by the **Insured Company**.

Or

- (2) Up to the **Maximum Sum Insured** in the event of the **Chartered Transport** failing prior to the arranged departure date.

Or

- (3) Up to 70% of the **Maximum Sum Insured** in the event of bankruptcy/liquidation of the **Chartered Transport** failing after the **Insured Company's** group has travelled from the UK or their country of domicile and prior to the stated return date of the group or up to £750 for an economy ticket in relation to each individual traveller for whom the **Insured Company** has arranged travel, whichever is the lesser.

EXCLUSIONS

We shall not be liable for:-

- (1) Claims' arising directly or indirectly from existing or publicly declared financial failure or collapse of the Chartered Transport on or before the trip is booked.
- (2) Claims relating to airlines in Chapter 11 Bankruptcy or Bankruptcy Protection where the contract was arranged subsequent to the airline registering under Chapter 11 or Bankruptcy Protection.
- (3) Claims relating to the failure or inability of any equipment or any computer to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- (4) Cover under this section is only applicable in respect of the costs relating to the chartered transport (excluding all pre-booked tours)
- (5) Cover does not apply if the **Chartered Transport** is taken over or forms part of a merger by another company unless the contract for the charter has been accepted by the new owners or merged company and such new owner or merged company has been accepted in writing by **Us** or the **Underwriters**.

Claims Procedure:

In the event of a claim You should contact **Us** at AVS (Atlas Voyage Secure) Telephone Number (+44) 0203 327 0555 or by electronic mail at avs@asuagroup.co.uk quoting the insurance certificate number.

Claims evidence required to support a claim

- All tickets, invoices and contract together with proof of payment of Insurance Premium must be submitted.
- Invoices to confirm the cost of the additional travel costs incurred in the case of repatriation.

Please note: We may request other evidence to support your claim dependent upon your circumstances.

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

Underwriter and Insurer

AVS (Atlas Voyage Secure), a trading name of All Seasons Underwriting Agencies Limited (ASUA), arranges and handles all claims on behalf of the Insurer for all financial protection schemes. AVS processes all applications presented and have the final decision on approval of the application and setting of premiums and arranges the risk Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited.

AVS processes all documentation, declarations and collects all premium payments on behalf of the Insurer. AVS also process, assess all claims presented on behalf of. Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited. AVS will then settle approved claims direct to the Policyholder by obtaining sufficient funds from Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited. In the unlikely event that AVS became insolvent then Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited will undertake all the services currently provided by AVS and inform all policyholders of this fact.

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.

DATA PROTECTION

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **your** personal information will be listed in the documentation, **we** provide to **you**. If **you** are unsure **you** can also contact **us** at any time by telephoning 01904 681198 or by emailing **us** at dataprotectionofficer@hiscox.com

We collect and process information about **you** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators or fraud prevention agencies.

We may record telephone calls to help **us** monitor and improve the service **we** provide.

For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy policy at www.hiscox.co.uk/cookies-privacy.

Date of Issue: