



**Atlas Voyage Secure**

**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.

# **CRUISE PROTECTION INSURANCE**

## **Cruise Protection Cover Policy**

### **IMPORTANT INFORMATION**

This Policy is an important document. The Policy wording and Certificate of Insurance together set out the cover provided, the amount insured and the terms and conditions of your insurance cover. Please read both carefully and keep it in a safe place.

### **CANCELLATION**

If you decide within 14 days of receipt that this does not meet your requirements you may cancel it and provided there have been no claims made, the Underwriter will refund the premium.

### **NON-DISCLOSURE**

If you fail to comply with your duty of disclosure, the Underwriter may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is deliberate or fraudulent, the Underwriter may also have the option of avoiding the contract from its beginning.

### **FALSE OR FRAUDULENT CLAIMS**

If you make a false or a fraudulent claim, Underwriters are not liable to pay the claim, may recover any sums already paid in respect of the fraudulent claim, and may choose to terminate the Policy from the date of the fraudulent act. Please refer to condition 7.

### **HOW TO MAKE A CLAIM**

In the event of a claim You should contact Your Sales Agent. Please refer to condition 5.

If you are unhappy with their response, please contact:

AVS (Atlas Voyage Secure). Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ.

Email: [avs@asuagroup.co.uk](mailto:avs@asuagroup.co.uk)

Telephone: (+44) 0203 327 0555

Under the new European Union (EU) travel regulations, Your Passengers are entitled to claim compensation from Airlines in the event of the following:

- i) Denied boarding and cancelled flights

If Your Passengers check in on time but Your Passengers are denied boarding because there are not enough seats available or the flight is cancelled, Airlines must offer financial compensation (see <http://www.legislation.gov.uk/uksi/2005/975/contents/made> for more details)

- ii) Long delays

If Your Passengers Travel Arrangements are delayed for more than 5 hours, Airlines must offer to refund Your Passengers

**iii) Luggage**

If Your Passengers checked in luggage is damaged or lost by an EU Airline, Your Passenger must claim compensation from the Airline within 7 days. If Your Passengers checked in luggage is delayed, Your Passenger must claim compensation from the Airline within 21 days of its return.

**HOW TO MAKE A COMPLAINT**

AVS (Atlas Voyage Secure) aim to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly, at all times, and are committed to providing you with the highest standard of service.

If you have any questions or concerns regarding the service or product provided you should, in the first instance, contact AVS or your sales agent, where applicable. In the event that you remain dissatisfied with our service or product and wish to make a complaint, you can do this any time.

To make a complaint, the following information will be required:

- Your details; (name, address, email, telephone number)
- Policy number/Claims reference number
- Background to the Complaint.

Please contact AVS at:

AVS Complaints. AVS (Atlas Voyage Secure)

All Seasons Underwriting Agencies Limited (ASUA)

Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ.

Email: [avs@asuagroup.co.uk](mailto:avs@asuagroup.co.uk)

Telephone: (+44) 0203 327 0555

In the event you remain dissatisfied after AVS has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**INSURING CLAUSE**

Subject to the exclusions, limits and conditions of this Policy, this Policy is designed to give financial protection to Your business against costs incurred and paid by You due to the necessary cancellation, abandonment, curtailment or postponement of Your Passengers' Cruise Trip for any reason not specifically excluded under this Policy.

The Policy cover sits on Your business for Your protection and in turn protects Your Passengers, but it is a policy of last resort so that, subject to all other Policy terms and conditions, it shall only respond to pay up to the amounts agreed if such sums may not be recovered from a third party by other legal means, and You have taken all reasonable steps to mitigate Your loss, including in this respect Your applying for repayment of monies under any rights You may have under section 75 of the Consumer Credit Act 1974 or under any other rights You may have to initiate a chargeback or refund or otherwise seek repayment of monies under any applicable Card Scheme Rules and whether in respect of a virtual credit card or otherwise and further to which a Travel Arrangement was made.

As a commercial policy it cannot be sold or assigned, and no Passenger is or shall be individually insured under the terms of this Policy but You may appropriately pass on the cost of the insurance to Passengers as an administration fee.

## YOUR INSURANCE COVER

In consideration of payment by You of the Premium due to Us, We will indemnify You, unless otherwise stated, up to the holiday price paid or the maximum sum insured shown on your Certificate of Insurance whichever is less, in total for each Passenger(s) in respect of:

- A.** any financial loss You suffer, being non-refundable deposits and amounts You have paid (or have contracted to pay), where Your Passengers are forced to cancel, abandon, curtail or postpone the Cruise Trip because:
- i) a flight on which Your Passengers were booked to travel to the starting port of the Cruise Trip was cancelled or delayed as a direct result of an insured peril; or
  - ii) the Cruise Trip is cancelled by the cruise company as a direct result of insured peril.

Insured perils include industry strikes, industrial action, adverse weather conditions, mechanical breakdown of the cruise ship or delay in Public Transport for more than 6 hours beyond the intended departure time that ensures Your Passengers will not arrive in time to board their cruise.

- B.** any reasonable additional expenses necessarily incurred, up to the standard of the original booking, in reaching the booked destination at any stage of the Cruise Trip, including the return to Your Passenger's original point of departure, if:
- i) a flight on which Your Passengers were booked to travel to the starting port of the Cruise Trip was cancelled or delayed as a direct result of an insured peril; or
  - ii) the Cruise Trip is cancelled by the cruise company as a direct result of insured peril.

Insured perils include industry strikes, industrial action, adverse weather conditions, mechanical breakdown of the cruise ship or delay in Public Transport for more than 6 hours beyond the intended departure time that ensures Your Passengers will not arrive in time to board their cruise.

- C.** repatriation: Under this section of the Policy, we will cover the cost of repatriation of Your Passengers to their original point of departure where Your Passengers' trip is curtailed after departure. This cover is subject to there being no bond or other insurance provided for Your benefit that responds to such a claim or is insufficient to meet a valid claim.

We will pay per Passenger for additional travel, accommodation and subsistence expenses to reach the next available port of call of the Cruise by the most direct alternative route up to £500 per Passenger under this policy if Your Passenger arrives at the port of departure of their cruise too late to commence the Cruise due to the cancellation or delay of their flight to the port of departure.

We will pay per Passenger for additional travel, accommodation and subsistence expenses up to £500 per Passenger under this policy if the Cruise arrival into port is delayed and this causes Your Passenger to miss their connecting flight whether part of or the entirety of Cruise Trip back to the original point of departure.

In respect of all Cover Options:

- a) No sums shall be paid to You under Your Policy if such sums may be recovered from a third party by any other legal means.
- b) For the avoidance of any doubt, if under this Policy We agree to pay You sums by way of replacement or repatriation costs or any other sum by way of cost under any of the cover options We shall only pay such sums up to the amounts stated/the sums insured in Your Certificate of Insurance or up to the cost of the Cruise Trip so booked for a relevant Passenger, whichever is the lower amount.

## DEFINITIONS

**Agent:** AVS (Atlas Voyage Secure), a trading brand 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: 30848.

**Airlines:** Any airline with ICAO airline designator assigned by the International Civil Aviation Organization (ICAO) and that publishes a timetable, and operates its service to a distinct schedule, and sells to the public at large.

**Bed Brokers:** Companies who sell accommodation only to the public and on a business to business ("B2B") basis.

**Card Scheme Rules:** The scheme rules applying merchants and payment services process relating to the use of a Payment Instrument, including (but not limited to) the Mastercard Rules and the Visa Core Rules and Visa Product and Service Rules.

**Certificate of Insurance:** The schedule to this Policy issued to you.

**Consolidators/Flight Brokers:** Companies that have contracts with Airlines and sell on to either the general public or on a B2B basis.

**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.

**Cruise, Cruise Trip:** Any travel arrangements such as but not limited to a holiday, business or pleasure journey arranged by You on behalf of a Passenger which includes a sea voyage where transport and accommodation is primarily on an ocean going passenger ship.

**Force Majeure:** Includes Acts of Terrorism, Acts of War, Riot or Civil Commotion, Outbreak of Communicable Disease, strikes or industrial action and acts of nature (including but not limited to wildfire, bushfire, flood, earthquake, volcanic eruption, tsunami, landslide, avalanche, hurricane, cyclone, tornado, blizzard and storm).

Act of Terrorism is any activity that (i) is committed for political, religious, ideological or similar purpose and involves a violent act or the unlawful use of force in an unlawful act dangerous to human life and (ii) is by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), but not including a sovereign government and (iii) appears to be intended to intimidate or coerce a civilian population, disrupt any segment of the economy of a government or state or country, overthrow or influence or affect conduct of any government by intimidation or coercion, or affect the conduct of a government by intimidation or coercion, or affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking. Act of War is any war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurping.

Riot and Civil Commotion is any public unrest that has assumed the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.

Outbreak of Communicable Disease is the spread of an illness caused by a pathogen and transmitted from an infected person or animal to another person or animal and that is recognized by the World Health Organization to pose an actual threat to the health and safety of Your Passengers.

**Insolvency/Insolvent:** For the purposes of this Policy a Third-Party Provider will be deemed insolvent where:

- a) a bankruptcy order has been made by a court having jurisdiction over the Third-Party Provider's affairs
- b) an administration order has been made by a court having jurisdiction over the Third-Party Provider's affairs
- c) 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
- d) a voluntary agreement or compromise, supervised by an insolvency practitioner, that has been made binding on the Third-Party Provider
- e) an administrator, receiver or liquidator having been appointed on behalf of debenture holders or other creditors of the Third-Party Provider
- f) such circumstances exist which are, in the opinion of Underwriters, equivalent to the above

**Insurance Policy/Policy:** Refers to this Policy wording and the Certificate of Insurance.

**Insured, Policyholder, You, Your, Yours:** Means the entity specified on the Certificate of Insurance.

**Other Suppliers:** Attraction companies, villas abroad & cottages in the UK, caravan sites / campsites / mobile homes, excursion companies.

**Other Transport Providers:** Any transport provider including but not limited to rail companies (incl. Eurostar), ferry companies (incl. Eurotunnel), coach companies, cruises, taxi transfer companies, car hire companies and cruise transfer companies.

**Passenger(s):** Any person who has purchased travel arrangements or had them purchased on their behalf, from You.

**Payment Instrument:** As may be defined in the Payment Services Regulations current from time to time or any amendment or successor thereto, including (but not limited to) Debit Cards and Credit Cards.

**Period of Insurance:** Period of Insurance means the Period of Insurance specified in the Certificate of Insurance.

**Premium:** As per Our quotation provided to You by Your Sales Agent and agreed by You to be paid.

**Principal:** The party with whom a Passenger or representative of a Passenger immediately and directly dealt with and arranged their Travel Arrangements.

**Public Transport:** Any mode of transport including Airline, Train, coach, ferry, cruise ships and for clarity of this Policy also including vessels chartered by the Insured.

**Sales Agent:** The insurance agent, broker or intermediary that sold this insurance to You, including our Agent.

**Special/ Private Charter Airlines:** Special one-off rotation or series of rotations for special programs such as a company arranging trips for supporters of football clubs playing overseas in a tournament.

**Third-Party Provider:** A provider of one or more components of the Travel Arrangements that has been declared by You and accepted by Underwriters. The provider must fall within the definition of Airlines, Special/ Private Charter Airlines, Tour Operators, Consolidators/Flight Brokers, Bed Brokers, Transfer Providers, Other Transport Providers and/or Other Suppliers.

**Tour Operators:** Companies that operate package holidays but also sell components like flights or accommodation separately to the general public or on B2B basis.

**Travel Arrangements:** Any travel arrangements such as but not limited to a holiday, business or pleasure journey arranged by You on behalf of a Passenger.

#### **Underwriters, We, Us, Our**

Hiscox Lloyd's Syndicate 033

1 Great St Helen's, London. EC3A 6HX

#### **EXCLUSIONS**

1. Any Cruise Trip not booked within the European Union through You.
2. Any loss arising once the Cruise Trip has been completed.
3. Any loss arising due to a dispute between You and Your Passenger.
4. Any loss arising due to the disinclination of Your Passengers to travel or continue travelling.
5. Any costs incurred directly or indirectly from a change or cancellation to Public Transport where the change or cancellation was made unconnected by Force Majeure.
6. Any costs incurred as a result of Your Passenger:
  - a. travelling against Foreign Office advice where the event has not led to the cancellation of the transport to the area of the event; or

- b. travelling against any health requirements stipulated by Airlines, their handling agents or any other Public Transport provider.
7. We will not pay for any losses that are not directly associated and resulting from the incident that caused You to claim unless otherwise expressly stated in the Policy.
8. Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the failure or fear of failure or inability of any equipment or any computer program, whether or not You own it, to recognize or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
9. Any loss arising due to the financial failure of any Third-Party Provider.
10. Any loss arising due to a circumstance or event which is in the public domain on or before the date You purchased this insurance or, on or before the date the Cruise Trip was booked, whichever is later
11. Any loss arising from the withdrawal from service of the aircraft, sea vessel, coach or train on which Your Passengers are booked to travel (i) by order or recommendation of the regulatory authority in any country or (ii) due to lack of sales. You should direct any claim in this case to the transport operator involved.
12. Cover does not apply in respect of Special/ Private Charter flights unless the same has been specifically and explicitly accepted for cover on an ad hoc and prior agreed basis.
13. Any claims where no written confirmation has been provided by the carrier stating the period and reason for the delay and/or cancellation.
14. Any loss where the scheduled Public Transport operator has offered a reasonable alternative Cruise Trip.
15. Any Cyber Loss sustained by You, the Third-Party Provider or any other person, save that this Exclusion shall not apply where the Cruise Trip, the Insured, the Third-Party Provider or the Tour Operator were the sole target of a Cyber Attack.
16. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or other like reaction or radioactive contamination, however caused.
17. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

**Special note regarding claims arising from volcanic ash clouds:**

We will consider claims arising from volcanic eruptions that would usually be excluded under Exclusion (11), subject to there having been no activity reported in the public domain for 30 consecutive days prior to the start date of this insurance or of the Passenger booking the Travel Arrangements, whichever is the latter.

**CONDITIONS**

**1. Other Insurance**

This Policy shall be excess of any other insurance available to You in respect of a loss covered hereunder. When this Policy is written specifically in excess of other Policy covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying Policy, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

**2. Sum Insured**

The Underwriters hereon shall not be liable for more than the Sum Insured stated in the Certificate of Insurance, such sum being in the Policy aggregate.

**3. Passenger Forecast and Premium**

Your Premium has been calculated from the information submitted by You on Your application which included your Passenger forecast to be covered under the Policy.

Should forecast Passenger numbers for any period be underestimated and that shortfall be more than 15% then We reserve the right to re-rate the Policy, charge additional Premium and to require as a condition of ongoing cover a holding Premium deposit reserve (or increase in such reserve if one is already held).

**4. Premium Payment**

Declaration reports and Premium payment procedures as instructed by Your Sales Agent must be strictly adhered to, failure to do so may result in the withdrawal or cancellation of Your Policy by Us with no refund.

If the Premium agreed is subject to adjustment, at the end of each period specified in the Certificate of Insurance or otherwise agreed with You, You shall declare to Us/our Agent such particulars for Premium adjustment and pay any additional Premium due. You will maintain and keep records necessary to enable the Premium to be adjusted on the basis agreed between Us/our Agent to be verified by Us and shall at all reasonable times permit Us or our Agent's representatives to examine and verify such records if requested.

For the avoidance of any doubt at the end of each adjustment period agreed and also at the expiry of this Policy You shall declare to Us such particulars for Premium adjustment and pay any additional Premium due.

## **5. Notification of Claims**

In the event of a claim You should contact Your broker. Before submitting a claim, You must mitigate the amount being claimed against any refunds from Third Party Providers and via Your Passengers' travel insurance, other warranty / guarantee / other policy or for which compensation is provided by legislation or Third Party Supplier terms and conditions.

Claims evidence required to support a claim must be provided to Us/our Agent as follows:

- Travel and accommodation cost documentation, such as invoices, flight booking confirmation, Cancellation invoices or letters from the Third-Party Provider confirming that You did not use their service and whether any refund is due to You from them.
- A letter from the relevant authority or transport provider confirming the cause and length of the delay (if requested to do so by Us)
- Invoices to confirm the cost of the additional travel, accommodation and subsistence costs incurred

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

## **6. Contract Period and Termination**

The Policy Certificate of Insurance and this Policy wording form a minimum 12-month contract from the start date on the Certificate of Insurance unless otherwise agreed. Termination of the Policy will be subject to either party giving 90 days' notice in writing. Earlier termination by You may result in the forfeit and application against monies owed to either Us or our Agent of any holding premium deposit reserve maintained.

## **7. False or Fraudulent Claims**

If You make a fraudulent claim under this Policy, We:

- a. Are not liable to pay the claim; and
- b. May recover from You any sums paid by Us to You in respect of the claim; and
- c. May by notice to You treat the Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise our right under clause c. above:

- a. We shall not be liable to You in respect of losses occurring after the time of the fraudulent act; and
- b. We need not return any of the premiums paid.

In the event of group insurance, if this Policy provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the Policy by or on behalf of a covered person, We may exercise the rights set out above as if there were an individual Policy between Us and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the Policy for any other person.

## **8. Duty of Fair Representation and Misrepresentation**

You must disclose to Us all material circumstances which You know, or ought to know. You "ought to know" information that should reasonably have been revealed by a reasonable search of information available to You.

If You deliberately or recklessly fail to disclose all material information or conceal or misrepresent a material fact or circumstance relating to this Policy, then We may void the Policy and refuse to pay all claims. We may not be required to return the premium paid.

If You do not act deliberately or recklessly, then We may be entitled to void the Policy, treat the Policy as having been entered into on different terms, or reduce proportionately any amount to be paid on a claim.

## **9. Sanctions**

No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **10. Assignment**

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

## **11. Rights of Third Parties Exclusion**

This Policy is effected solely between You and the Underwriters, this Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy. This clause shall not affect Your rights.

## **12. Cancellation — interested parties' clause**

Where there are interested parties noted on the Policy, Underwriters will not cancel cover at Your request without the written consent of all interested parties. This does not affect Underwriters' rights to cancel cover as per the clause below.

## **13. Cancellation**

In the event of non-payment of Premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to You or by mailing to You or the Agent by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

## **14. Arbitration**

Any dispute between the parties arising out of or in connection with this Policy shall be referred to and finally resolved by arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).

The number of arbitrators shall be three. In the event of a dispute, each party shall, within ten (10) days after the demand in writing by either party, appoint one arbitrator and the two (2) chosen shall before commencing the arbitration select a chairman.

The seat of arbitration shall be London, England, and the language to be used in the arbitral proceedings shall be English.

The arbitrators together shall determine such matters which the Insured and Underwriters have failed to agree and shall make an award thereon, and the award in writing of any two (2) arbitrators, duly verified, shall determine the same. Costs will be determined in accordance with the LCIA Arbitration Rules.

The award rendered by the arbitrators shall be final and binding upon all parties, and judgment thereon may be entered in any court having jurisdiction.

## **15. Legal action against Underwriters**

No one may bring a legal action against Underwriters unless:

There has been full compliance by You with all of the terms of this Policy; and the action is brought within two (2) years after the expiry or cancellation of this Policy.

## **16. Material Changes**

You shall notify the Underwriters of any change of circumstances which would materially affect this Policy.

## **17. Data Protection**



The administration of claims under this Policy may require Underwriters and potentially other insurance market participants to collect and use relevant information about Passengers to provide this insurance and to meet their legal obligations. This information may include details such as the Passengers' names, contact details, and any other information that Underwriters collect about them in connection with this Policy. This may include more sensitive information, such as information about their health. Any such information provided to Underwriters will be processed in accordance with Underwriters' privacy notice(s) and applicable data protection laws.

To enable Underwriters to use Passengers' details in accordance with applicable data protection laws, You must provide the Passengers with certain information about how Underwriters will use their details in connection with this Policy. Consequently, You agree to provide affected Passengers with Underwriters' short form information notice, which Underwriters provided to You, on or before the date that You first provided information about the Passengers to Underwriters.

Underwriters are committed to using only the personal information they need to provide this insurance. Consequently, You should only provide Underwriters with information about individual Passengers that Underwriters ask for from time to time.

You must promptly notify Underwriters if an individual Passenger contacts You about how Underwriters use their personal details in relation to this Policy, so that Underwriters can deal with their queries appropriately.

### **18. Governing Law**

The construction, validity and performance of this Policy shall be governed by the Laws of England and Wales unless otherwise agreed by Underwriters.