



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.

SUPPLIER INSOLVENCY INSURANCE

Supplier Insolvency 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.

In return for the premium you have paid, we agree to insure you in accordance with the terms and conditions of this policy.

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
Telephone: (+44) 0203 327 0555

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
Telephone: (+44) 0203 327 0555

If **you** are not satisfied with the way **your** complaint has been handled, **you** may refer the matter to the complaints team at Lloyd's. The contact details are:

Complaints

Lloyd's

One Lime Street, London. EC3M 7HA. United Kingdom

Telephone: 020 7327 5693 Fax: 020 7327 5225 Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint - How We Can Help' available at www.lloyds.com/complaints and are also available from the above address.

You may also, in accordance with the rules of the Financial Conduct Authority, be able to refer **your** complaint to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Choosing any of the above options does not affect **your** legal rights.

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.

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

DEFINITIONS

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**.

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 document showing **your** name, **your** address and **your** insurance details that **we** sent **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.

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**.

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 **our** opinion, equivalent to the above

Insurance Policy/Policy: This policy wording and the **certificate of insurance**.

Insured, Insured Company, Policyholder, You, Your, Yours: 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: The time for which this policy is in force as stated 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 **you**.

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.

Sum insured: The most **we** will pay as shown in the **certificate of insurance**.

Third-Party Provider: A provider of one or more components of the **travel arrangements** that has been declared by **you** and accepted by **us**. 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

Syndicate 033 at Lloyd's managed by Hiscox Syndicates Limited. 1 Great St Helen's, London. EC3A 6HX.

You must check **your certificate of insurance** to see which of the following commercial supplier insolvency cover is insured by this **policy**.

What is covered

Section A - Complete Supplier Insolvency Cover (CSIC)

1) Pre-Departure Cancellation –

We will indemnify **you**, up to the holiday price paid or the **sum insured** shown on **your certificate of insurance**, whichever is less, for the non-refundable deposits and amounts you have paid (or have contracted to pay), where **your passengers** are unable to commence their trip because one of the **third-party providers** of their trip has become **insolvent** and it is impossible to replace that element of their trip.

2) Replacement Cost(s) –

If one of the **third-party providers** of **your passengers'** trip has become **insolvent** and it is possible to replace that element of the trip, **we** will indemnify **you**, up to the cost of replacing that element of the trip or the **sum insured** shown on **your certificate of insurance**, whichever is less.

3) Repatriation:

We will indemnify **you**, up to the holiday price paid or the **sum insured** shown on **your certificate of insurance**, whichever is less, for the cost of repatriation of **your passengers** to their original point of departure where **your passengers'** trip is curtailed after departure because one of the **third-party providers** of **your passengers'** Trip has become **insolvent** and it is not possible to replace the unavailable travel component.

Section B - Scheduled Airline Insolvency Cover (SAII)

We will indemnify **you**, up to the original flight ticket price paid or the **sum insured** shown on **your certificate of insurance** whichever is less, in respect of:

- 1) the cost relating to each **passengers** Scheduled air flights necessarily and unavoidably cancelled prior to the departure of the **passenger(s)** from the United Kingdom or their country of domicile due to **insolvency** of an **airline** on which the booked trip depends in respect of deposits or charges paid in advance by or on behalf of the **passenger(s)** which are forfeited by the **passenger(s)**;

OR

- 2) the costs relating to each **passenger** Scheduled air flights in the event of curtailment due to **insolvency** as set out in 1) above whilst the **passenger** is on the booked holiday/trip, those costs being of a similar standard to the originally booked flights.

Cover under this section is only applicable in respect of the costs relating to scheduled air flights (excluding all pre-booked tours).

- 3) the cost of repatriation of **your passengers** to their original point of departure where **your passengers'** trip is curtailed after departure because one of the **third-party providers** of **your passengers'** Trip has become **insolvent** and it is not possible to replace the unavailable travel component.

Section C - Suppliers Insolvency (SII)

We will indemnify **you**, up to the holiday price paid or the **sum insured** shown on **your certificate of insurance** whichever is less, in respect of:

- 1) The cost incurred by **you** relating to any paid and non-refundable section of the **travel arrangements** on behalf of the **passenger(s)** and whose name appears on the invoice, which is necessarily and unavoidably cancelled prior to departure of the **passenger(s)** from the United Kingdom or their country of domicile, due to the **insolvency** of a **third-party provider**;

OR

- 2) The cost incurred by **you** relating to curtailment of any non-refundable part of the **travel arrangements** on a pro-rata basis due to the **insolvency** of a **third-party provider** whilst the **passenger(s)** is on the **arranged travel**.

What is not covered

No sums shall be paid to **you** under **your policy** if such sums may be recovered from a third party.

This **policy** does not cover:

1. Any **travel arrangements** not booked within the European Union through **you**.
2. Any loss arising once the **travel arrangements** have 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** unless the change or cancellation was made necessary and unavoidable 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. 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 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 Travel Arrangements were booked, whichever is later
9. 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.,
10. 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.
11. Any claims where no written confirmation has been provided by the carrier stating the period and reason for the delay and/or cancellation.
12. Any loss where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
13. Any **cyber loss** sustained by **you**, the **third-party provider** or any other person, save that this Exclusion shall not apply where the **travel arrangements, you, the third-party provider** or the **tour operator** were the sole target of a **cyber-attack**.
14. Loss arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or other like reaction or radioactive contamination, however caused.
15. Loss 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.
16. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
17. Any loss, which at the time of the happening of such loss, is insured or guaranteed by or would, but for the existence of this **policy**, be insured or guaranteed by any other existing policy, policies or bond except in respect of any excess beyond the amount that would have been payable under such other policy, policies or bond had this **policy** not been effected.

How much we will pay

We shall not be liable for more than the **sum insured** stated in the **certificate of insurance** or the cost of the **travel arrangements** so booked for a relevant **passenger**, whichever is the lower amount.

The most **we** will pay in total for all claims covered in the **period of insurance** is the aggregate **sum insured** stated in the **certificate of insurance**.

Conditions

1. Loss mitigation

This **policy** shall only indemnify **you**, up to the **sum insured**, if the loss **you** sustain is not recoverable from a third party after **you** have taken all legal means available to **you** to seek a recovery, including all reasonable steps to mitigate **your** loss, 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.

2. Reasonable precautions

In the event of one or more **third-party providers** becoming **insolvent**, **you** must take all reasonable steps to replace them with one of a similar or equivalent standard so that the **passenger(s)** can proceed with their trip. Replacement

cost covered by this insurance must be obtained at the cheapest alternative available. **You** are under a duty to act as a prudent uninsured and must always look at the equivalent class of flight and at the cheapest option available.

In the event the replacement flight cost is more expensive than the original flight price **you** will be covered for such increase provided the cost does not exceed the costs to the relevant **passenger(s)** of the **travel arrangements** which has been booked for the **passenger(s)**.

If the only option of a replacement flight is for a same class flight from a different airport, then the cost of transporting the **passenger** will be taken into consideration along with the flight cost but this total cost claimed must not exceed the original holiday price for the **passenger(s)**. Therefore, in respect of the replacement of the component supplied by the **insolvent** company this cannot exceed 100% of the original cost of the holiday price per person.

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 this **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** or **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** and **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.

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** must contact **your** broker as soon as reasonably possible. In addition, **you** must also notify **us** within fourteen working days of anything which is likely to give rise to a claim under this **policy**. 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 / bond/policy or compensation which is provided by legislation or **third party supplier** terms and conditions.

You must give **us** all assistance which **we** may reasonably require and provide **us** or **our agent** with the following evidence to support **your** claim:

- 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.
- Invoices to confirm the cost of the additional travel, accommodation and subsistence costs incurred.

We may request other evidence to support **your** claim dependent upon the circumstances.

6. Termination of Contract

Termination of this **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** try to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, then **we**:

- a. shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information; and
- b. may recover from **you** any sums paid by **us** to **you** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- c. may by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act or claim or the provision of such false information.

If **we** exercise **our** right under clause c. above, **we** need not return any of the premiums paid.

8. Duty of Fair Representation and Misrepresentation

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

- i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect

You must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it by giving **you** 30 days' notice in writing.

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 **our** prior written consent.

11. Rights of Third Parties Exclusion

This **policy** is effected solely between **you** and **us**. 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**, **we** will not cancel cover at **your** request without the written consent of all interested parties. This does not affect **our** rights to cancel cover as per the cancellation clause below.

13. Cancellation

In the event of non-payment of **premium** this **policy** may be cancelled by **us** or on **our** behalf by delivery to **you** or by mailing to **you** or the **agent** by registered, certified, or other first class mail, at **your** 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 **you** and **us** 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 **you** and **we** 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 **us** 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. Governing Law

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

17. 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