



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.

TRAVEL DISRUPTION INSURANCE

Travel Disruption 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

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/ukxi/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

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.

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

Affirma, a trading brand of MGA Cover Services Limited, registered address 135 High Street, Crawley, England, RH10 1DQ, company registration 08444204. MGA Cover Services Limited is authorised and regulated by the Financial Conduct Authority (registration number 4043759).

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**.

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 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 the Insured Passengers.

Insurance Policy/Policy

This policy wording and the **certificate of insurance**.

Insured, 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.

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.

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

What is covered

We will indemnify **you**, 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 non-refundable deposits and amounts **you** have paid (or have contracted to pay), where **your passengers** are unable to commence their trip if:
 - i) the **public transport** on which the **passenger** is booked to travel is delayed by force majeure for more than 24 hours and no reasonable alternative is offered by the transport company to allow them to reach the contracted destination; or
 - ii) the **public transport** on which the **passenger** is booked to travel is cancelled by force majeure and an alternative is not provided within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows the **passenger** to continue with the original itinerary.
For Trips with connecting flights; for cover to apply for the onward flight there must be a minimum of 2 hours between scheduled arrival time and scheduled departure time of onward flight.
- 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 **travel arrangements**, including the return to **your passenger's** original point of departure, if:
 - i) the **public transport** on which the **passenger** is booked to travel is delayed by force majeure for more than 24 hours and no reasonable alternative is offered by the transport company to allow them to reach the contracted destination; or

- ii) the **public transport** on which the **passenger** is booked to travel is cancelled and an alternative is not provided within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows the **passenger** to continue with the original itinerary.
- iii) the **passenger** is unable to use any **travel arrangements** due to circumstances outside of **your** and **your passengers'** control.

C the cost of repatriation of **your passengers** to their original point of departure where **your passengers'** trip is curtailed after departure by force majeure. 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.

The maximum **we** will pay per **passenger** for additional accommodation expenses is up to £100 per day for up to three (3) days plus a subsistence allowance of up to £20 per day for food and non-alcoholic drinks only. **We** will not pay for telephone or other miscellaneous charges incurred.

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, 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 **travel arrangements** were 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. Any **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 reasonable alternative travel arrangements.

15. 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**.
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.
18. War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
19. 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

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.

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. 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).

3. 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 **Ppremium** 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.

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.

4. Notification of Claims

In the event of a claim **you** must contact **your** broker as soon as reasonably possible. 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.

You must give **us** all assistance which **we** may reasonably require and provide **us** or **our agent** with the following: • 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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. Assignment

Assignment or transfer of this **policy** shall not be valid except with **our** prior written consent.

10. 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.

11. 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.

12. 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.

13. 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 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

14. 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**.

15. 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**.

16. 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.