

POLICY SUMMARY FOR PASSENGERS

PASSENGER PROTECTION POLICY FOR INSOLVENCY COVER IN RESPECT OF THE UK REGULATIONS 2018, DIRECTIVE (EU) 2015/2302 OR THE LOCAL APPLICABLE LAW IN THE COUNTRY OF RESIDENCE ON PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS

This Policy Summary is not a contract of insurance. It outlines the cover under the policy.

PARTIES INVOLVED

Policyholder: **Smile Holidays Limited**

Insured Person(s): The person(s) having made a payment or on whose behalf a payment has been made to the Policyholder for Package Travel or Linked Travel Arrangements. The Insured Person is the beneficiary under this policy, but they are not a contracting party under this policy.

The insurance cover provided under this policy has been arranged for the Policyholder by International Passenger Protection Ltd. Cover is provided by Liberty Mutual Insurance Europe SE UK Branch, as the insurer.

WHO IS THE INSURER?

This policy is underwritten by Liberty Mutual Insurance Europe SE through its United Kingdom branch.

Liberty Mutual Insurance Europe SE UK Branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 829959). Liberty Mutual Insurance Europe SE UK Branch address is 20 Fenchurch Street, London, EC3M 3AW.

Liberty Mutual Insurance Europe SE trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg. Registered Number B232280 (Registre de Commerce et des Sociétés). Liberty Mutual Insurance Europe SE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

www.libertyspecialtymarkets.com

WHO IS THIS INSURANCE FOR?

If you have booked Package Travel Arrangements or Linked Travel Arrangements with the Policyholder then an insurance policy has been arranged by the Policyholder at their expense in the event of their insolvency. This insurance is for your benefit as the Insured Person(s).

For the purposes of this policy, Package Travel Arrangements or Linked Travel Arrangements as defined in either the UK Regulations 2018, Directive (EU) 2015/2302 or the law applicable to the country of residence of the Policyholder on package travel and linked travel arrangements and booked through the Policyholder.

WHAT DOES THIS INSURANCE COVER?

If the Package Travel Arrangements or Linked Travel Arrangements booked through the Policyholder are cancelled or are cut short due to the Policyholder becoming insolvent or having an administrator appointed and being unable to provide agreed services, this insurance covers the Insured Person(s) for:

If Cancelled Before Departure:

Loss of either deposit(s) or the full price of the Package Travel Arrangements or Linked Travel Arrangements paid in advance to the Policyholder.

If Cancelled After Departure:

Following any Package Travel Arrangements or Linked Travel Arrangements being cut short:

1. the money back on any of the travel arrangements that cannot be provided; or
2. the continuation of the Package Travel or Linked Travel Arrangements, where we agree this is possible; and if the Package Travel or Linked Travel Arrangements includes transport of the Insured Person
3. the provision of assistance services and additional costs reasonably and necessarily incurred to enable the Insured Person to return to the original country of departure including, if necessary, the financing of accommodation prior to the Insured Person's return.

WHAT IS NOT COVERED?

A. There is no cover under this policy for any claim or loss in anyway caused by or resulting from:

War

- I.
 - a) war, invasions, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority,
 - b) any action taken in controlling, preventing or suppressing a) above.

Nuclear

2.
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B. There is no cover under this policy for any:

Indirect Losses

- I. Travel arrangements not forming part of package travel arrangements or linked travel arrangements.

Prior known circumstances

2. Loss when the date of financial failure of the policyholder is before the start of the policy period.

Prior recovery

3. Claim where the insured person(s) has already received reimbursement of their net ascertained financial loss.

Travel Intermediaries

4. Financial loss a travel intermediary sustains in relation to any insolvency of a Policyholder whilst acting on behalf of an Insured Person.

For the purpose of this policy, examples of a travel intermediary are travel agents, booking agents, or any agent that participates in the sale and/or brokerage of travel and tourism-related products and services.

HOW TO MAKE A CLAIM

Notify Sedgwick Claims Management Services as soon as possible, quoting the name of the Policyholder and the reference TOFI UK/I 2025 and giving full details of what has happened by one of the following methods:

- Online claims reporting: www.ipplondon.co.uk/claims.asp

Using the online form captures the key details we need to handle the claim as quickly as possible.

- Telephone: +44 (0)345 266 1872
- Email: ippclaims@uk.sedgwick.com
- IPP Claims at Sedgwick
14-16 Park Place
Cardiff
CF10 3DQ

If the Insured Person is abroad at the time and does not wish to make their own arrangements to get back to their country of departure then we will provide services to assist with their return to their country of departure.

What You Must Do During A Claim

The Insured Persons and their representatives must:

1. co-operate fully with us and any other person or persons authorised by us in the investigation, adjustment and/or settlement of any claim notified to us. That includes providing any other information we may require, including all documentation that we request to assist in the claim, for example invoices and receipts.
2. take all reasonable care to limit any loss.
3. not do anything either before or after a loss that limits, restricts or waives our legal rights without our prior written permission. For example, the Insured Person must not enter into any contract that limits, restricts, waives or otherwise impairs their right to recover from anyone who may be liable to them for a loss that is otherwise covered by this insurance.

Our Rights During A Claim

1. We may, at our discretion:

- take full responsibility for conducting, defending or settling any claim in the Insured Persons' names; and
- take any action we consider necessary to enforce the Insured Persons' rights or our rights under this insurance.

2. Where legally permitted under the law applying to this policy, we are entitled to request that any loss incurred by the Insured Person that may be covered by this policy is requested from either:

- the Insured Person's payment card issuer; or
- from any other existing insurance policy the Insured Person holds that may provide cover for such loss.

If part payment for any loss incurred is received by the Insured Person from either their payment card issuer or under any other existing insurance policy they hold, this policy will apply in excess of that part payment.

If the Insured Person's recovery claim from either their payment card issuer or any other existing insurance policy they hold is unsuccessful, either in whole or in part, we will deal with the claim in line with the terms, conditions, exclusions and limits under this policy.

Fraudulent Claims

If the Insured Person makes a fraudulent claim under this insurance:

- (a) the claim will not be paid; and
- (b) the Insured Person may need to return any sums paid to them in respect of the claim; and
- (c) by notice to the Insured Person, this insurance may be treated as having been terminated with effect from the time of the fraudulent act.

If this insurance is terminated under clause 1. (c) above:

- (a) there will be no cover or potential cover in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to cover or may give rise to cover under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (b) all premiums paid will be retained.

This condition will only apply to the insured person(s) who made or attempted to make a fraudulent claim under this insurance.

HOW TO MAKE A COMPLAINT

Liberty Mutual Insurance Europe SE aims to provide a high-quality service to all its customers. If you feel dissatisfied or if you have any questions about your contract or the handling of a claim, then in the first instance you should contact International Passenger Protection Ltd.

If you are still not satisfied with the service you have received and wish to make a complaint you may do so in writing or verbally quoting the policy and/or claim number using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London
EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

or
Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg
Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to an independent organisation.

The Financial Ombudsman Service is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London
E14 9SR
Tel: 0800 023 4567
Website: www.financial-ombudsman.org.uk

To confirm whether you are eligible to ask the Financial Ombudsman Service to review the complaint find out more at www.financial-ombudsman.org.uk

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, all insureds and policyholders are also entitled to refer the dispute to any of the following dispute resolution bodies in Luxembourg:

Commissariat aux Assurances, 7, boulevard Joseph II L-1840 Luxembourg Tel: (+352) 22 69 11 - 1 Email: caa@caa.lu www.caa.lu	or	Médiateur en Assurances ACA, 12, rue Erasme L-1468 Luxembourg Tel: (+352) 44 21 44 1 Email: mediateur@aca.lu www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6
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or

Service national du Médiateur de la consommation
6, rue du Palais de Justice
Luxembourg, 1841
Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu/

USEFUL INFORMATION

Privacy Notice

How Liberty Specialty Markets Uses Your Personal Data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing the policy as set out in the documentation that is provided to you.

If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example, as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and

management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how your personal data is used and the rights that you have in relation to the personal data we hold about you. Please contact us using the details above if you wish to see the privacy notice in hard copy.

Sanctions Suspension Notice

No benefit will be provided under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation. Such suspension shall continue until such time as the insurer would no longer be exposed to any such sanction, prohibition, or restriction.

Financial Services Compensation Scheme

Liberty Mutual Insurance Europe SE UK Branch, as insurers under this policy, are covered by the Financial Services Compensation Scheme (FSCS). The Insured Person may be entitled to compensation from FSCS if Liberty Mutual Insurance Europe SE UK Branch are unable to meet their obligations to the Insured Person under this insurance.

If the Insured Person is entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or the Insured Person can write to them at PO Box 300, Mitcheldean, GL17 1DY.