

**PASSENGER PROTECTION POLICY FOR INSOLVENCY COVER IN RESPECT OF THE
DIRECTIVE (EU) 2015/2302 ON PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS**

SCHEDULE

Policy Number: LB100940/Y28/ 2821991

Policy Holder: Hopper Travel Ltd

Trading as: Hopper Travel (Ireland) Ltd

This Insurance has been purchased by the Policyholder for or on behalf of the **Insured Person(s)** solely for their benefit.

Certificate of Insurance: PPIP(A)

Period of Insurance: 01/06/2023 until 31/05/2024 (GMT) (both days inclusive)

Sum Insured: All payments paid during the **Period of Insurance** to the Policyholder by the **Insured Person** including costs by the **Insured Person(s)** to continue with the pre-arranged travel arrangement and return home as defined under **Net Ascertained Financial loss** in the policy including repatriation services where necessary.

Level of cover: Package Travel and Linked Travel Arrangements turnover only (as principle).

Territorial Limits: Ireland for package sales into **EU/EEA** for travel world-wide

Premium: As per IPP Debit Note dated **19.05.2023**

Insurer(s): **Liberty Mutual Insurance Europe SE**

LMIE is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website."

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request

Liberty Mutual Insurance Europe SE – Switzerland

This insurance is underwritten by Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE 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.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request

Signed for and on behalf of Liberty Mutual Insurance Europe SE



Director/ Authorised Signature:

International Passenger Protection (Malta) Ltd



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Insurers agree to provide repatriation services where necessary and pay the **Insured Person(s)** subject to the terms and conditions of this policy against their **Net Ascertained Financial Loss** (as defined) sustained or incurred for Package Travel & Linked Travel Arrangements booked during the **Period of Insurance** arising solely from the **Financial Failure** of the **Policyholder** prior to the return of the Insured Person(s) to their country of departure, but regardless of the time of journey.

This policy is subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

PROVIDED ALWAYS THAT:

Insurers liability shall in no case exceed the **sum insured** stated in the **Schedule**.

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Policy Format

Upon request **Insurers** can provide Braille, audio or large print version of this policy and the associated documentation including the Key Facts Document. If you require an alternative format, you should contact IPP.

DEFINITIONS

Whenever the following words appear in **bold** in this insurance, they will have the meanings shown below.

- 1 **Financial Failure**
The **Policyholder** becoming Insolvent or having an administrator appointed and being unable to provide agreed services.
- 2 **Insolvent**
Unable to satisfy creditors or discharge liabilities, either because liabilities exceed assets or because of inability to pay debts as they mature.
- 3 **Insured Person(s)**
The Person(s) having made a payment or on whose behalf a payment has been made to the **Policyholder** for the provision of accommodation and/or travel or a combination of two or more travel services of that Person(s).
- 4 **Linked Travel Arrangements (LTA)**
As defined in the Directive (EU) 2015/2302 on Package Travel & Linked Travel Arrangements.
- 5 **Net Ascertained Financial Loss**
 - a Loss of either Deposit(s) or the full price of the travel arrangements paid in advance by the **Insured Person(s)** to the **Policyholder**.
 - b Additional costs reasonably and necessarily incurred following curtailment of any travel arrangements to enable the **Insured Person** to:
 - i) continue with and complete the scheduled journey or travel arrangements. The amount payable under this policy in respect of accommodation is limited to the additional cost incurred by the **Insured Person(s)** in securing such accommodation of the same or similar standard as enjoyed prior to the interruption of the travel arrangements.
 - ii) return to the country of departure. The amount payable under this policy is limited to the additional cost incurred by the **Insured Person(s)** in respect of the same or similar standard of transportation as enjoyed prior to the interruption of the travel arrangements.
- 6 **Package Travel Arrangements**
As defined in the Directive (EU) 2015/2302 on Package Travel & Linked Travel Arrangements.
- 7 **Period of insurance**
The length of time for which this insurance is in force, as shown in the **schedule**
- 8 **Schedule**
The document showing your name, the amounts insured, and the **Period of insurance**

IMPORTANT INFORMATION

This document, the **schedule** and any endorsement(s) attached form your insurance. This document sets out the conditions of the insurance between you and us. Please read the whole document carefully and keep it in a safe place.

It is important that:

- you check that the information contained in the **schedule** is accurate.
- you notify us of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section on page 4; and

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions, we ask by ensuring that all information provided is accurate and complete.

If we establish that you provided us with false or misleading information, it could adversely affect your insurance. For example, we may:

- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge you more for your insurance; or
- cancel your insurance in accordance with the "Cancelling this insurance" section on page 4.

We will write to you if we:

- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

Notifying us of any changes or inaccuracies

You must notify us:

- without delay if you become aware that information you have given us is inaccurate.
- within fourteen (14) days of you becoming aware about any changes in the information you have provided to us which happens before the start of the **period of insurance**.

When we are notified that information, you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example, we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the "Cancelling this insurance" section below.

Non-compliance of the **Policyholder** with the terms of this Insurance does not affect the **Insured Person(s)** protection and rights to claim, in the event of the **Policyholder's** insolvency, in accordance with the Directive (EU) 2015/2302 on Package Travel & Linked Travel Arrangements.

Cancelling this insurance

If this insurance is not suitable for you and you want to cancel it, you must write (either by e-mail or letter, which you can post or fax to the number below) to us within 14 days of buying your policy or the date you receive your policy.

You can cancel this insurance at any time by giving us thirty (30) days' notice in writing to us.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium.
- a change in risk occurring which means that we can no longer provide you with insurance cover.
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

If you cancel within 14 days, as long as the Insured Persons have not made a claim on this policy, we will refund all the premiums you have paid.

At all other times, provided the Insured-Persons have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any minimum premium paid and agreed to at the time of effecting this policy, therefore the policy minimum premium is non-refundable which includes time for which you have been covered.

If we pay any claim, in whole or in part, then no refund of premium will be allowed

POLICY TERMS & REQUIREMENTS

- 1 **Insurers** shall be entitled to take over and conduct in the name of the **Policyholder** or the **Insured Person(s)** but at its own expense, the defence of any claim or to prosecute for its own benefit, any claim for indemnity or damages.
- 2 **Insurers** shall be entitled to cancel this policy giving not less than 30 days prior written notice of cancellation to the **Policyholder** either direct or via the broker. Such cancellation shall not affect cover for bookings made through the Policyholder prior to the date of notice of cancellation. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions of this clause, which will remain in full force and effect.
3. The **Policyholder** must provide an itemised schedule of paying passengers who have transacted bookings with the **Policyholder**.
4. Where legally permitted under the applicable laws, **Insurers** shall be entitled to request that any loss incurred by the **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder** may be requested from their payment card issuer or from any other existing insurance policy held by the **Insured Person(s)** (where applicable) that may provide cover for such loss. If part payment for any loss incurred is received by **Insured Person(s)** from any such other third party, this Policy will apply in excess of that part payment. If that recovery claim from their payment card issuer or under any other existing insurance policy held by the **Insured Person(s)** (where applicable) that may provide cover for such loss is unsuccessful, either in whole or in part, the **Insurer's** liability, and payment obligations towards the **Insured Person(s)** under this Policy shall apply without limitation. However, nothing in this clause shall limit **Insurer's** liability and obligations under this policy, including liability for **Net Ascertained Financial Loss** incurred by **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder**.

HOW TO MAKE A COMPLAINT

Compliance Officer, Liberty Mutual Insurance Europe SE, 20 Fenchurch Street, London EC3M 3AW
Tel: +44 (0) 20 3758 0840 - Email: complaints@libertyglobalgroup.com
quoting **your** policy and/or claim number.

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
quoting your policy and/or claim number.

If after making a complaint you are still not satisfied, you may be entitled to refer the dispute to an independent organisation. This will depend on where you are based, please see below.

For policyholders and insured persons based in the UK

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 your complaint find out more at www.financial-ombudsman.org.uk

For policyholders and insured persons based in the EU

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

For policyholders and insured persons based in Switzerland

The Swiss Ombudsman of Insurance, who may be contacted at:

Ombudsman of Private Insurance and of Suva

Postfach 1063, CH-8024 Zurich, Switzerland

Tel: 044 211 30 90 - Website: www.ombudsman-assurance.ch

To confirm whether you are eligible to ask The Swiss Ombudsman of Insurance to review your complaint find out more at www.ombudsman-assurance.ch

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

Service national du Médiateur de la consommation (this is for individual consumers only)

Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg

Tel: (+352) 46 13 11 - Email: info@mediateurconsommation.lu - www.mediateurconsommation.lu

or

Médiateur en Assurances

ACA,

12, rue Erasme, L-1468 Luxembourg

Tel: (+352) 44 21 44 1 - Email: mediateur@aca.lu - <https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>

Data Protection

We will deal with any information you provide to us in compliance with the provisions of relevant Data Protection legislation. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

Sanctions

We will not provide any benefit 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.

Non-Assignment

No title right or interest under this policy may be assigned, transferred, conveyed, or otherwise disposed of without **Insurers** consent in writing. Any attempt to assign rights of interest without the Insurer's written consent is null and void.

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The person(s) named on the Confirmation and Deposit Receipt will be reimbursed subject to Policy and Conditions in respect of their net ascertained financial loss sustained arising from cancellation or curtailment of their travel arrangements that constitute a Package Holiday or Link Travel Arrangement due to the insolvency of the **Policyholder**.

This Insurance will reimburse the **Insured Person(s)** in respect of:

- 1 Loss of deposit(s) or charge(s) paid in advance by the **Insured Person(s)** to the **Policyholder**
or
- 2 Additional costs reasonably and necessarily incurred following curtailment of the travel arrangements to enable the **Insured Person(s)** to either:
 - a Continue with and complete the Scheduled Travel Arrangements. Liability hereunder is limited to the additional cost incurred by the **Insured Person(s)** in securing accommodation of the same or similar standard as enjoyed prior to the curtailment of the travel arrangements.
and
 - b Return to their original contracted country of departure. Liability hereunder limited to the additional cost incurred by the **Insured Person(s)** in respect of the same or similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

HOW TO MAKE A CLAIM – ONLY IN RESPECT OF INSOLVENCY OF THE POLICYHOLDER

Things you must do

You must comply with the following conditions. If you fail to do so, we may not pay your claim, or any payment could be reduced.

1. You must notify IPP as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator quoting Reference: **TOFI CAR IRELAND V4-21** by contacting:

Telephone: +31 103120666

Email: ippclaims@nl.sedgwick.com

or online at <https://www.ippmalta.com/claims.asp>

2. You must provide IPP with any other information we may require.
3. You must take all reasonable care to limit any loss.

Defence of claims

We may, at our discretion:

- take full responsibility for conducting, defending, or settling any claim in your name; and
- take any action we consider necessary to enforce your rights or our rights under this insurance.

Fraudulent claims

1. If you make a fraudulent claim under this insurance, 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 this insurance as having been terminated with effect from the time of the fraudulent act.
2. If we exercise our right under clause 1. (c) above:
 - (a) we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - (b) we need not return any of the premiums paid.

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