



**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 OF THE POLICYHOLDER ON PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS**

**SCHEDULE**

**Policy Number:** B2429BW2400940 / 30/00130

**Policy Holder:** Carnival Plc and subsidiaries

**Trading as:** Cunard Line, Princess Cruise Lines, P&O Cruises, Holland America & Seabourn

**Registered Address:** Carnival House 100 Harbour Parade Southampton SO15 1ST

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

**Period of Insurance:** 1st January 2025 until 31<sup>st</sup> December 2025 (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 to their country of departure as defined under **Net Ascertained Financial loss** in the policy including repatriation where necessary.

**Level of cover:** The **Policyholder's** turnover from **Package Travel Arrangements** or **Linked Travel Arrangements** only, no single element unless required by the applicable law in the country of residence of the **Insured Person**.

**Territorial Limits:** UK in respect of **Package Travel Arrangements** or **Linked Travel Arrangements** sold by the **Policyholder** into Ireland for travel worldwide

**Premium:** As per IPP Debit Note dated 14/01/2025

**Insurer(s):** **Liberty Mutual Insurance Europe SE**  
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](http://www.libertyspecialtymarkets.com)

**Signed for and on behalf of Liberty Mutual Insurance Europe SE**

**Director/ Authorised Signature:.....**

**International Passenger Protection Ltd**

## 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 OF THE POLICYHOLDER ON PACKAGE TRAVEL & LINKED TRAVEL ARRANGEMENTS

### IMPORTANT INFORMATION

This is the **Policyholder's** Passenger Protection for Insolvency Cover in Respect of the UK Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence policy, a legal document which sets out the insurance cover provided.

The policy is made up of this policy wording, the current **Schedule** and any other documents **We** may issue to the **Policyholder** that **We** advise will form part of the policy, for example endorsements and any documents issued in addition or substitution. The policy will be considered one contract. Please read the whole document carefully and keep it in a safe place.

It is important the **Policyholder**:

- checks the information contained in the **Schedule** is accurate;
- notifies **Us** of any inaccuracies in the information in the **Schedule**, or of any changes to that information (see "Notifying us of any changes or inaccuracies").

Failure to comply with the above could adversely affect this insurance or any claim made.

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, LMIE UK, as the insurer. See the **Schedule** for further details about LMIE UK.

In return for the **Policyholder** paying or agreeing to pay the premium, LMIE UK will provide the cover given in this policy. Cover is provided subject to the terms in this policy or endorsed on this policy.

If the **Policyholder** fails to comply with the terms of this policy, that does not affect the **Insured Persons** protection and rights to claim in the event of the **Policyholder's** insolvency, in accordance with either the UK Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the **Policyholder** on **Package Travel Arrangements or Linked Travel Arrangements**.

Unless specifically agreed to the contrary by **Us** and the **Policyholder** this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Any provision in this insurance which is in clear conflict with the law which applies to the country in which the **Insured Person** lives, shall be amended to conform to the minimum requirements of that law. However, the specific terms of this insurance shall remain in force whenever possible.

## CONTENTS

DEFINITIONS.....	3
HOW TO MAKE A CLAIM.....	4
CANCELLING THIS INSURANCE .....	4
THE POLICYHOLDER’S DUTIES .....	5
WHAT IS COVERED .....	6
WHAT IS NOT COVERED .....	6
CLAIMS CONDITIONS .....	7
GENERAL CONDITIONS.....	7
HOW TO MAKE A COMPLAINT.....	8
USEFUL INFORMATION .....	9

## DEFINITIONS

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

### Financial Failure

The **Policyholder** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

### 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 Arrangements or Linked Travel Arrangements**. The **Insured Person** is the beneficiary under this policy, but they are not a contracting party under this policy.

### Net Ascertained Financial Loss

- a Loss of either deposit(s) or the full price of the **Package Travel Arrangements or Linked Travel Arrangements** paid in advance by the **Insured Person(s)** to the **Policyholder**.
- b Following any **Package Travel Arrangements or Linked Travel Arrangements** being cut short, the provision of assistance services by **Us** and additional costs reasonably and necessarily incurred to enable the **Insured Person** to:
  - i) continue with and complete the scheduled journey or **Package Travel Arrangements or Linked Travel Arrangements**; or.
  - ii) return to the country of departure including, if necessary, the financing of accommodation prior to the **Insured Person’s** return.

The amount payable under b i) and ii) is limited to the additional cost incurred by the **Insured Person** in respect of the same or similar standard of accommodation and/or transportation as enjoyed prior to the **Package Travel Arrangements or Linked Travel Arrangements** being cut short.

### 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**.

### Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule**.

Cover is extended for **Insured Persons** in respect of **Financial Failure** of the **Policyholder** beyond the



**Period of Insurance** until they return home from the **Package Travel Arrangements or Linked Travel Arrangements** booked during the **Period of Insurance**.

#### **Policyholder**

The **Tour Operator** named on the Schedule who is the contracting party for this insurance.

#### **Schedule**

The document showing the **Policyholder**, the amounts insured, and the **Period of Insurance**.

#### **Tour Operator**

Defined as a company specialising in the sale of **Package Travel Arrangements or Linked Travel Arrangements**.

#### **We/Us/Our**

International Passenger Protection Ltd (IPP) on behalf of Liberty Mutual Insurance Europe SE UK Branch as insurers of this policy.

## **HOW TO MAKE A CLAIM**

If any incident occurs which could result in a claim, the **Insured Person** must do the following:

1. Notify IPP as soon as possible, quoting the name of the **Policyholder** and the reference TOFI UK and giving full details of what has happened to:

Telephone: +44 (0)345 266 1872

Email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)

or online at <https://www.ipplondon.co.uk/claims.asp>

2. Provide **Us** with any other information **We** may require.
3. Take all reasonable care to limit any loss.
4. If the **Insured Person** is abroad at the time of the **Financial Failure** of the **Policyholder** 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.

If the **Insured Person** does not comply with the above, the claim may not be paid, or any claim payment could be reduced.

## **CANCELLING THIS INSURANCE**

The **Policyholder** can cancel this insurance at any time by giving thirty (30) days' notice in writing to **Us**.

**We** can cancel this insurance by giving the **Policyholder** thirty (30) days' notice in writing. Such cancellation will not affect cover for bookings made through the **Policyholder** prior to the date of that notice of cancellation.

#### **Refund of premium**

This insurance has a cooling off period of fourteen (14) days from either:

- the date the **Policyholder** receives this insurance policy wording; or
- the start of the **Period of Insurance**;

whichever is the later.

If the **Policyholder** cancels within 14 days, as long as the **Insured Persons** have not made a claim on this policy, all premiums paid will be refunded.

At all other times, provided the **Insured Persons** have not made a claim, the **Policyholder** will be entitled to a refund of any premium paid, subject to a deduction for any minimum premium paid and agreed when taking out this policy. Therefore, the policy minimum premium is non-refundable, which includes time for which this policy has been in force.

If any claim is paid, in whole or in part, then no refund of premium will be allowed.

## THE POLICYHOLDER'S DUTIES

### Fair presentation

In deciding to accept this insurance and in setting the terms and premium, the information the **Policyholder** has given **Us** has been relied on. The **Policyholder** has a duty to make a fair presentation of the risk to **Us** before this policy was entered into.

If it is established the **Policyholder** deliberately or recklessly breached this duty this insurance will be treated as if it never existed. All claims will be declined and all premiums paid will be retained.

If it is established the **Policyholder** breached the duty, but it was neither deliberate nor reckless, it could adversely affect this insurance and any claim. For example:

- by providing notice to the **Policyholder**, this insurance may be treated as if it had never existed and all claims will be refused and all premiums paid will be returned. This will only happen if insurance cover was provided which would not otherwise have been offered; or
- amend the terms of this insurance. These amended terms would be applied as if they were already in place at the start of the **Period of Insurance**; or
- reduce the amount paid on a claim in the proportion the premium the **Policyholder** has paid bears to the premium that would have been charged.

**We** will write to the **Policyholder** if:

- it is intended to treat this insurance as if it never existed; or
- the terms of this insurance need to be amended.

### Notifying us of any changes or inaccuracies

The **Policyholder** must notify **Us**:

- without delay if it becomes aware that information provided to **Us** is inaccurate;
- within fourteen (14) days of the **Policyholder** becoming aware of any changes in the information they have provided to **Us** which happens before the start of the **Period of Insurance**.

When **We** are notified, that information previously provided is inaccurate, or of any changes to that information, **We** will tell the **Policyholder** if this affects this insurance. For example, the terms of this insurance may need to be amended or the **Policyholder** may need to pay more for this insurance, or this insurance may need to be cancelled in accordance with the "Cancelling this insurance" section.

### Maintenance of records

The **Policyholder** must provide an itemised schedule of paying passengers who have transacted bookings with the **Policyholder**.

## WHAT IS COVERED

As a result of **Package Travel Arrangements or Linked Travel Arrangements** booked during the **Period of Insurance** being cancelled or cut short due to the **Financial Failure** of the **Policyholder**, **We** agree to:

- cover the **Insured Person's Net Ascertained Financial Loss**; and
- provide services to assist the **Insured Person's** return to their country of departure where necessary.

PROVIDED ALWAYS THAT:

The total amount covered will in no case exceed the Sum Insured stated in the **Schedule**.

## 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

1.
  - 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

1. 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 **Period of Insurance**.

### Prior recovery

3. Claim where the **Insured Person(s)** has already received reimbursement of their **Net Ascertained Financial Loss**.

## CLAIMS CONDITIONS

1. At any stage of a claim, **We** may appoint any other person or persons to assist with the investigation and settlement.
2. The **Policyholder** and/or the **Insured Persons** and their representatives must 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**.
3. The **Policyholder** and/or the **Insured Persons** must provide all documentation that **We** request to assist in the claim, for example invoices and receipts.
4. **We** may, at **Our** discretion:
  - take full responsibility for conducting, defending or settling any claim in the **Policyholder** and/or the **Insured Persons'** names; and
  - take any action **We** consider necessary to enforce the **Policyholder** and/or the **Insured Persons'** rights or **Our** rights under this insurance.
5. The **Policyholder** and/or the **Insured Persons** and their representatives must 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 **Policyholder** and/or the **Insured Persons** 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.

Failure to comply with the conditions above may have an adverse effect on any claim made 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.

## GENERAL CONDITIONS

1. No provision or condition of this policy may be waived or modified except by an endorsement signed by an authorised official on **Our** behalf.
2. Where legally permitted under the law applying to this policy, **We** are entitled to request that any loss incurred by the **Insured Person(s)** arising from the **Financial Failure** of the **Policyholder** is requested from either:
  - the **Insured Person(s)** payment card issuer; or
  - from any other existing insurance policy, the **Insured Person(s)** hold that may provide cover for such loss.



If part payment for any loss incurred is received by the **Insured Person(s)** 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. However, the amount **we** pay will in no case exceed the Sum Insured stated in the **Schedule**.

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 **Insured Person(s)** claim in line with the terms, conditions, exclusions and limits under this policy.

However, nothing in this clause shall limit **Our** 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

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

or  
Compliance Officer  
Liberty Mutual Insurance Europe SE  
5-7 rue Léon Laval  
L-3372 Leudelange  
Grand Duchy of Luxembourg

Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

Tel: +352 28 99 13 00  
Email: [complaints@libertyglobalgroup.com](mailto: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](http://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](http://www.financial-ombudsman.org.uk)

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you 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](mailto:caa@caa.lu)  
[www.caa.lu](http://www.caa.lu)

or  
Médiateur en Assurances  
ACA,  
12, rue Erasme  
L-1468 Luxembourg  
Tel: (+352) 44 21 44 1  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)  
[www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6](http://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6)



## 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](mailto: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](http://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

It is a condition of this insurance, and the insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the insurer would expose that insurer to any sanction, prohibition, or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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](http://www.fscs.org.uk) or the **Insured Person** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

### Non-Assignment

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

## Cyber Risks Endorsement

This Policy does not contain a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a Loss (as defined in the Policy to which this endorsement is attached) due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions, warranties and exclusions of this Policy.

### Definitions

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- I.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- I.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.