



**FAILURE OF SCHEDULED AIRLINES INSURANCE (EXCLUDING PRE-BOOKED TOURS) OPERATED BY BRIGHTSUN TRAVEL**

**ARRANGED BY TRAVEL & GENERAL INSURANCE SERVICES LTD AND UNDERWRITTEN BY IGI INSURANCE COMPANY LIMITED**

**Certificate No. SAF/IGI/000230**

**Valid for tickets purchased between 20<sup>TH</sup> November 2009 and 19<sup>th</sup> November 2010**

**DEFINITIONS:**

**Insured Company, You, Yours**

BRIGHTSUN TRAVEL

**Scheduled Airline**

A **Scheduled Airline** is an airline that publishes a timetable and operates its service to a distinct schedule and sells to the public at large.

**Underwriters, We, Us**

IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG

**Passenger**

Individual Person who has purchased a ticket from BRIGHTSUN TRAVEL

**Cover**

To pay up to £1,500 in all for each **Passenger** in respect of:-

(1) The cost relating to Scheduled air flights necessarily and unavoidably cancelled prior to the departure of the **Passenger** from the United Kingdom or their country of domicile due to bankruptcy/liquidation of any **Scheduled Airline** as defined above on which the booked trip depends in respect of deposits or charges paid in advance by the **Passenger** which are forfeited by the **Passenger**.

**OR**

(2) The costs relating to Scheduled Air flights in the event of curtailment due to bankruptcy/liquidation 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.

**Personal baggage**

To pay up to £100 in all for each **Insured Person** in respect of personal baggage (not hired, loaned or entrusted to the **Insured Person**), which is damaged or destroyed by the **Scheduled Airline** and is irreparable (after making proper allowance for wear and tear and depreciation) and which is not insured by any other insurance policy.

**EXCLUSIONS**

**We shall not be liable for:-**

(1) Claims arising directly or indirectly from existing or publicly declared financial failure or collapse of a **Scheduled Airline** on or before the date the trip is booked.

(2) Claims relating to airlines in Chapter 11 Bankruptcy, or Bankruptcy Protection where the ticket was purchased subsequent to the airline registering under Chapter 11 or Bankruptcy Protection.

(3) Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following: The failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

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

(5) Cover does not apply in respect of chartered flights.

(6) Cover does not apply if a **Scheduled Airline** is taken over or forms part of a merger by another airline.

**CONDITIONS**

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English Law.

**Claims Procedure**

In the event of a claim BRIGHTSUN TRAVEL should contact

IGI Insurance Company Limited

Market Square House

St James's Street

Nottingham NG1 6FG

All airline tickets and invoices together with proof of payment of Insurance Premium must be submitted and in the case of damaged baggage a property irregularity report must be obtained from the airline.

## WHAT TO DO SHOULD A SCHEDULED AIRLINE GO INTO BANKRUPTCY/LIQUIDATION WHILST THE PASSENGER IS ABROAD

Please call **GLOBAL RESPONSE** and be prepared to give your insurance certificate number or the ATOL number appearing on your invoice. Global Response is available 24 hours a day. Please note that this service should not be called for casual enquiries.

The Telephone No. is **+ 44 (0) 2920 468509**

Please note in the event of any fraudulent claim being submitted by the **Passenger** or anyone acting on his/her behalf or with whom they are in close collusion, all benefits under this policy shall be forfeited.

### Cancellation

Written confirmation of the cancellation of the policy may be given at anytime by **You** or the **Underwriters**. **We** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. **You** may cancel the policy by giving **Us** written instructions.

### Cooling off Period

Before **You** accept our policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with the policy and **You** have not made a claim **You** can write to **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

### Complaints Procedure

**We** always aim to provide a first class service. However, if **You** have any complaint **You** can contact the **Sales Agent** who arranged the insurance for **You** or the **Underwriters**, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. **We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

If the matter is not resolved to **Your** satisfaction please write to:

Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

If **We** or the **Underwriters** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us** or the **Underwriters**.

If **You** are still not satisfied **You** can contact the:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

IGI Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300

The complaints procedure above does not affect any legal right **You** may have to take action against **Us** or the **Underwriters**. This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered number 1229676

Tel: 0115 941 1022 Fax: 0115 941 1316

Authorised and regulated by the Financial Services Authority.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

Signed for on behalf of IGI Insurance Company Limited



K W WARDELL  
Managing Director