

Policy Schedule

Record ID: 1918704
Policy No.: TOL750709

Unique Market Reference: B0334SC3342020345

Policyholder/ Insured:

Class Tours Limited t/as Voyager School Travel and Family Adventure Holidays and Castaway School Travel Limited and The Travel Adventure Limited t/as Cogo Travel

Address:

6-7 Lovers Walk, BRIGHTON, BN1 6AH

Sections Insured:

Employers Liability	Insured
Public/Products Liability (including Crisis Costs and Expenses)	Insured
Legal Defence Costs	Insured
Professional Indemnity	Insured
Sale of Insurance Extension	Not Insured
Emergency Assistance	Insured
Directors & Officers	Not Insured
C.A.A. A.T.O.L. Licence Extension	Not Insured
Crisis Public Relation Consultancy Fees (Crisis Plus)	Insured

Occupation / Business:

Tour Operator (and/or Accommodation Principal) Only and no other for the purpose of this insurance

Reason for Schedule:

Renewal

Policy Wording:

A duplicate wording may be viewed and downloaded by clicking [here](#)

Policy Overview Document:

This may be viewed & downloaded by [clicking here](#)

Next Renewal Date: 15 April 2021

Premium (Minimum & Deposit)	8,172.96
Insurance Premium Tax:	980.76
Total Premium:	9,153.72

Period Of Insurance: 15 April 2020 to 14 April 2021 dates inclusive

Placing Broker:

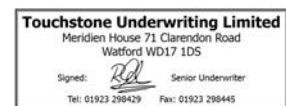
James Hallam Travel and Tour
Meridien House 71 Clarendon Road Watford
Hertfordshire WD17 1DS

Coverholder

Stamp:

(Signed For And On Behalf Of The Company)

Dated: 8 April 2020



Policy Schedule

<u>Section Applicable:</u>	<u>Limit of Indemnity:</u>	<u>Excess:</u>
Section 1 - Employers Liability (Page 8 of your Policy Wording)		
Any One	£10,000,000	Nil
ELTO details	475/LA61205	
Public / Products Liability - Section 2 (Page 11 of your Policy Wording)		
A) Any One Event	£10,000,000	See Below
B) All events happening during an Period of Insurance in respect of products supplied	£10,000,000	See Below
C) All incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other such structures or of water or land or of the atmosphere	£10,000,000	See Below

The Insured's Contribution under Section 2 is :-

- A) The Company shall not be liable under Section 2 in respect of damage to Property for the first £250 of each and every occurrence or all occurrences of a series consequent on one original cause

Legal Defence Costs - Section 3
(Page 15 of your Policy Wording)

Part A	The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance	£250,000	Nil
Part B	The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance	£100,000	Nil

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Section Applicable: Limit of Indemnity: Excess:

Professional Indemnity - Section 4
(Page 16 of your Policy Wording)

Any one claim All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim	£1,000,000	Please see A) & B) below
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Insured's Contribution
The Insured's Contribution under Section 4 is

- A) £50 per passenger and up to £250 any one occurrence whilst acting as a travel agent
- B) £250 per passenger and up to £1250 any one occurrence whilst acting as a tour operator

Sale of Insurance Extension – Section 4
(Page 17 of your Policy Wording)

In respect of any claim or claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving mediation activities of general insurance for which the Insured has been granted permission by the Financial Conduct Authority or is an Appointed Representative	Not Insured	Nil
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Emergency Assistance – Section 5
(Page 19 of your Policy Wording)

General assistance provided to passengers and legal costs incurred by passengers with the prior agreement of the Policyholder in respect of Regulation 15 (7) of the Package Travel, Package Holidays and Package Tour Regulations 1992 or Regulation 18 (2) of The Package Travel and Linked Travel Arrangements Regulations 2018 or clause 4E) of the ABTA Code of	£5,000 per event	£250 per passenger
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<u>Section Applicable:</u>	<u>Limit of Indemnity:</u>	<u>Excess:</u>
Directors & Officers - Section 6 (Page 20 of your Policy Wording)		
All Claims first made during the Policy Period (including Defence Costs)	Not Insured	See Below
Claims for Pollution first made during the Policy Period (Defence Costs Only)	Not Insured	See Below
Claims for Pollution First made during the Policy Period (shareholder action)	Not Insured	See Below

The Insured's contribution / retention under Section 6 is:-

Retention in respect of all claims

- A) The cover provided to each Insured Person under sub-section 1.A is subject to a Retention of £100

Provided that the total Retention in respect of any Claim or Investigation shall not exceed £ 250
- B) The cover provided to the Company under sub-sections 1.B and C. is subject to a Retention of £ 250

Civil Aviation Authority Air Travel Organisers' Licences Extension - Section 6

The Insurers shall pay, on behalf of Insured Persons, Loss resulting from claims arising from or in consequence of the failure to comply with the Civil Aviation Authority (Air Travel Organisers' Licensing) Regulation 1995 in respect of inadvertent overtrading except that this extension shall not apply in respect of any Claim arising from or in any way involving wilful or deliberate overtrading by any Insured Persons or the Company	Not Insured	As Above
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All other terms and conditions remain unaltered

Section Applicable:

Limit of Indemnity:

Excess:

Crisis Public Relation Consultancy Fees
(Crisis Plus) – Section 7

(Page 32 of your Policy Wording)

In the event that the company shall be liable for a Crisis Event under the Employers' Liability or Public/Products Liability or Loss under the Directors & Officers section of this policy the Company shall pay all reasonable costs and expenses with its prior written consent in respect of Public Relation Consultancy Fees

£25,000

£100

Additional Memorandum Endorsements Warranties and Conditions

Endorsement - Insurance Act 2015

It is hereby noted and agreed that the terms of the Policy shall be amended as stated below to certain provisions of the Insurance Act 2015 as if those provisions were already in full force and effect.

General

1. this Endorsement amends the Policy.

Basis clauses disapplied

2. the Company agrees that notwithstanding any other provision on the Policy, any provision in this Policy or any other document to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in proposals for insurance) form part of or are the basis of the Policy shall be of no effect.

Warranties rendered suspensory

3. the Company agrees that, where there has been a breach of a warranty in the Policy which would result in the Company being automatically discharged from any liability, such a breach shall result in any liability of the Company under the Policy being suspended only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that the Company will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

4. Where there has been a breach of a term on the policy, whether express or implied, other than a breach of a term that defines the risk as a whole, and compliance with such term would tender to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Company shall not be permitted to rely on the breach of the term to exclude, limit or discharge its liability under the Policy if the Insured shows that the breach of such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The Company's remedy for non-disclosure and/or misrepresentation

- 5 If the Insured or its agent to insure negligently or innocently fails to disclose and/or misrepresents a material circumstance

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prior to entering into this Policy the following provisions apply:

- a) If, but for the said failure to disclose and/or misrepresentation, the Company would not have entered into the Policy on any terms, the Company may avoid the Policy and refuse all claims, but must in that event return the premiums paid.
- b) If, but for the said failure to disclose and/or misrepresentation, the Company would have entered into the Policy, but on different terms (other than those relating to the premium), the Policy is treated as if it had been entered into on those different terms if the Company so requires.
- c) In addition, if, but for the said failure to disclose and/or misrepresentation, the Company would have entered into the Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim, such proportionate reduction to be calculated in accordance with the formula set out in paragraph 5d) below.
- d) In paragraph 5c) above "reduced proportionately" means that the Company need pay on the claim only X%, of what it would otherwise have been under an obligation to pay under the terms of the Policy (or, if applicable, under the different terms provided by paragraph 5b) above) where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

The Company's remedy for non-disclosure and/or misrepresentation in relation to variation

Premium increased or not charged

6. If the Insured or its agent to insure negligently or innocently fails to disclose and/or misrepresents a material circumstance prior to a variation of this Policy and the total premium was increased or not charged as a result of the variation the following provisions apply:
 - a) If, but for the said failure to disclose and/or misrepresentation, the Company would not have agreed to the variation on any terms, the Company may treat the Policy as if the variation was never made, but must in that event return additional premium paid.
 - b) If, but for the said failure to disclose and/or misrepresentation, the Company would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms if the Company so requires.
 - c) In addition, if, but for the said failure to disclose and/or misrepresentation, the Company would have agreed to the variation (whether the terms relating to matters other than the premium would have been the same or different), but would have increased the premium or increased the premium by more than it did the Company may reduce proportionately the amount to be paid on a claim arising out of events after the variation in accordance with the formula set out in paragraphs 8 and 9 below.

Premium reduced

7. If the Insured or its agent to insure negligently or innocently fails to disclose and/or misrepresents a material circumstance prior to a variation of this Policy and the total premium was reduced as a result of the variation the following provisions apply:
 - a) If, in the absence of the said failure to disclose and/or misrepresentation, the Company would not have agreed to the variation on any term, the Company may treat the Policy as if the variation was never made and may reduce proportionately the amount to be paid on a claim arising out of events after the variation in accordance with the formula set out in paragraphs 8 and 9 below.
 - b) If, in the absence of the said failure to disclose and/or misrepresentation, the Company would have agreed to the variation on different terms (other than terms relating to the premium) the variation is to be treated as if it had been entered into on those different terms if the Company so requires.

c) In addition, if, in the absence of the said failure to disclose and/or misrepresentation, the company would have agreed to the variation (whether the terms relating to matters other than the premium would have been the same or different), but would have increased the premium or would not have reduced the premium or would have reduced it by less than it did the Company may reduce proportionately the amount to be paid on a claim arising out of events after the variation in accordance with the formula set out in paragraphs 8 and 9 below.

8. In paragraphs 6c), 7a) and 7c) above "reduced proportionately" means that the Company need pay on the claim only Y% of what it would otherwise have been under an obligation to pay under the terms of the Policy (whether on the original terms, or as varied, or under the different terms provided for by virtue of paragraphs 6b) or 7b) as the case may be), where:

$$Y = \frac{\text{Total premium actually charged}}{P} \times 100$$

9. In the formula in paragraph 8 above, "P":

- a) in the paragraph 6c) case is the total premium the Company would have charged;
- b) in a paragraph 7a) case is the original premium;
- c) in a paragraph 7c) case, is the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.

All other terms and conditions remain unaltered.

DELETION OF ABUSE EXCLUSION

It is hereby noted and agreed that the following shall apply:-

Exclusion 15 (relating to Abuse) under Section 2 Public/Products Liability of the policy is deleted and of no effect.

All other terms conditions exclusions and limitation remain unaltered.

** End of Policy Document, Employers Liability Certificate will be on the following page **



Certificate of Employers' Liability Insurance (See Note A)

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the Certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form

Policy Number: TOL750709 Record ID: 1918704

Name of the Policyholder: Class Tours Limited t/as Voyager School Travel and Family Adventure Holidays and Castaway School Travel Limited and The Travel Adventure Limited t/as Cogo Travel

Excluded Subsidiary Companies:

Date of Commencement of Insurance: 15 April 2020

Date of Expiry of Insurance: 14 April 2021

Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney (See Note B), and
2. (a) the minimum amount of cover provided by the Policy is no less than GBP 5,000,000.00 (See Note C)

Signed:

Paul Greensmith - Director
XL Catlin Insurance Company UK Limited

- Notes:
- (A) Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent place, either that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
 - (B) Specify applicable law as provided for in Regulation 4(6) of the Regulations.
 - (C) See Regulations 3(1) of the Regulations and delete whichever of Paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.
Paragraph 2(b) does not apply and has been deleted.

Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 5328622

XL Catlin Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This document must be read in conjunction with the Policy Wording which details the policy terms exceptions and conditions

XL Catlin Insurance Company UK Limited

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