



SCHEDULED AIRLINE FAILURE INSURANCE POLICY

PPIP(B)

This Policy and the certificate relating thereto and any endorsement hereto shall constitute the entire contract between the Insurers and the Insured Person(s) and, shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

The Insurers agree to indemnify the Insured Person(s) subject to the terms and conditions contained herein or endorsed hereon in respect of their Net Ascertained Financial Loss sustained arising during the Period of Insurance directly from the cancellation or curtailment of a Ryanair Flight arising solely in the event of the Insolvency of Ryanair **provided always that** the Insurers liability shall in no case exceed £350 in total per person.

EXCLUSIONS

The Insurers shall not be liable in respect of any losses arising as a result of Ryanair failing to fulfill its contractual obligation to provide air travel, nor directly or indirectly caused by, consequent upon, contributed to, or resulting from any of the following:

- 1 Actual or threatened war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law 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;
- 2 Civil commotion assuming the proportions of or amounting to a popular rising riot, strikes, lockouts, martial law or the act of any lawfully constituted authority;
- 3 Any loss which at the time of the happening of such loss is insured or guaranteed by or would but for the existence of the Policy be insured or guaranteed by any other existing Policy, Policies or bond or is capable of recovery pursuant to any other legal rights of the Insured Person;
- 4 Any loss sustained by the Insured Person(s) when the certificate of insurance or other evidence of coverage was effected after the date of the first incident of Insolvency of Ryanair.

CONDITIONS

- 1 If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by an Insured Person or anyone acting on his behalf to obtain benefit under this Policy the right to any benefit and the premium paid by the Insured Person under this Policy shall be forfeited and the Insurers shall be entitled to recover any benefit paid directly or indirectly as a result of any such act or omission.
- 2 In the event of any claim under this Policy the Insurers shall be entitled to take over and/or conduct in the name of the Insured Person(s) but at its own expense and for its own benefit any proceedings or actions, whether before or after any payment is made hereunder, and the Policyholder or the Insured Person(s) shall give the Insurers all reasonable assistance in connection therewith;

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- 3 This Policy shall be governed by the Laws of England whose Courts shall have jurisdiction in any dispute arising hereunder;
- 4 No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the Insurers;
- 5 Unless the context otherwise requires, words used in this policy importing the masculine gender shall be construed as importing the feminine gender;

CLAIMS PROCEDURE

In the event of any happening likely to give rise to a claim the Insured Person(s) shall:

- 1 Give immediate notification (but in no event, without good reason, later than 14 days after the event giving rise to the claim) to International Passenger Protection Ltd (Claims Office) IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR United Kingdom.
- 2 Make no admission of liability without the prior written consent of the Insurers.
- 3 Provide to the Insurers all information reasonably required by it for the purpose of proving the loss to the satisfaction of the Insurers and without prejudice to the generality of the foregoing assist in the assessment of any claim under this Policy by producing for inspection all books and documents and giving all information and explanations which are reasonably necessary to establish and assess the indemnity hereunder.

DEFINITIONS

1 **Scheduled Airline Flight**

One of a series of flights which are undertaken between the same two places and which together amount to a systematic service operated in such a manner that the benefits thereof are available to members of the public generally from time to time seeking to take advantage of it.

2 **Scheduled Airline**

Ryanair operating Scheduled Airline Flights.

3 **Trip**

Travel comprising one or more sequential Scheduled Airline Flights to which the certificate of insurance issued hereunder relates.



4 **Insured Person(s)**

The person(s) named in a certificate of insurance issued lawfully under this Policy **provided that:**

- a such person has booked a ticket(s) (within the European Union) for one or more Scheduled Airline Flights through a travel agent or direct with the Scheduled Airline and is a person specifically named in the confirmation, invoice and/or deposit receipt for such booking to which the certificate of insurance expressly relates; and
- b the Scheduled Airline is not bonded nor is the risk insured elsewhere.

5 **Net Ascertained Financial Loss**

- a If an Insured Person(s) Trip has not commenced prior to the Insolvency the Net Ascertained Financial Loss shall be the amount equivalent to the sum(s) paid by the Insured Person(s) either as deposit, or as the case may be, as the price of the Scheduled Airline Flight(s).
- b If the Insured Person(s) Trip has commenced prior to the Insolvency the Net Ascertained Financial Loss shall be:
 - i) provided that the Trip is nevertheless fully completed by the Insured Person(s), the sum equivalent to the price paid for the ticket(s) for such Scheduled Airline Flights forming part of the Trip as were cancelled as a direct result of the Insolvency; or
 - ii) if the Trip is curtailed forthwith upon the Insolvency the cost of direct return transportation to the United Kingdom to a similar standard and cost to that originally booked as part of the Trip such return flight commencing at the point of curtailment of the Trip as the direct result of the Insolvency; or
 - iii) where the Trip is partially continued but not completed after the Insolvency the lesser of the sums which might otherwise have been payable under i) or ii) above.

6 **Threat of Insolvency**

- a A petition has been presented to the Court for the compulsory winding up of the Scheduled Airline; or
- b The Scheduled Airline convenes a meeting of its Creditors informally or otherwise for the purpose of considering an arrangement with such Creditors pursuant to the provisions of Section 1 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- c A Receiver or Administrator is appointed over or in respect of any of the property, business, affairs or assets of the Scheduled Airline; or



- d The Scheduled Airline stops payment of its debts or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or ceases to carry on its business as a result of being unable to pay its debts as they fall due; or
- e The Scheduled Airline takes or suffers any similar action in consequence of debt anywhere in the world and under any jurisdiction to include, without limitation, those Scheduled Airlines who are under Chapter 11.
- f The Scheduled Airline discontinues any service, which includes services comprising the trip as a result of (a) to (f) above.

7 **Insolvency**

The Scheduled Airline enters into an "insolvent winding-up" as defined by Rule 4.151 of the Insolvency Rules 1986 or any statutory modification or re-enactment thereof or into an at least equivalent formal insolvency process under any other jurisdiction.