

## Terms and Conditions Airline Bankruptcy Service

If you are holding a ticket on an airline which fails due to insolvency and has ceased flying, the money you have paid for your ticket(s) may be lost. The Airline Bankruptcy Service offers Service against that happening. Travix Travel UK Ltd\* has taken out an insurance policy through International Passenger Service Limited with certain Underwriters at Lloyd's under policy number B1294 L15940/21087 which provides Scheduled Airline Failure Insurance (SAFI) coverage for the benefit of our customers who have opted for the Airline Bankruptcy Service. Travix Travel UK Ltd is the only policyholder under this policy, and only Travix Travel UK Ltd has direct rights against Underwriters. These rights are held for the benefit of (and in trust for) our customers. If you have booked a flight through BudgetAir and the airline that you are due to travel with goes into liquidation prior to your outbound flight or, whilst you are away, prior to your return flight, we will make a claim under our policy for the cost of your flight(s). If our claim is successful, we will refund you (to the extent paid to us under the policy and up to a maximum of £ 2,000 (or maximum the similar amount in your local currency) the cost of your flight(s), or we will put the refund towards a new booking on an alternative flight, or flights, of a similar standard so that you may complete your journey. This document summarizes the terms and conditions of the benefits available under the policy; it does not give Airline Bankruptcy Service Customers direct rights under the policy.

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covering prepaid travel charges in the event of the insolvency of an airline:

Version July 2015

#### Article 1. Definitions

- *BudgetAir*: the travel website where the Airline Bankruptcy Service was booked.
- *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.
- *Event*: the cancellation of a flight caused by the Insolvency of a Scheduled Airline.
- *Passenger*: any person listed on the booking confirmation who is to travel on one of the flights booked or reserved by BudgetAir with one or more Scheduled Airlines.
- *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.
- *Scheduled Airline*: an airline operating Scheduled Airline Flights.
- *Travix*: Travix Travel UK Ltd
- *Trip*: Travel comprising one or more sequential Scheduled Airline Flights for which this service was purchased.
- *You or the Customer*: the person who has booked and paid for the Trip to which this Airline Bankruptcy Service relates, either on their own behalf and/or on the instruction of and on behalf of other Passengers.
- *Financial Loss*:

- a) If your Trip has not commenced prior to the Insolvency the Financial Loss shall be the amount equivalent to the sum(s) paid by the passenger either as deposit, or as the case may be, as the price of the Scheduled Airline Flight(s).
- b) If your Trip has commenced prior to the Insolvency the Financial Loss shall be:
- i. provided that the Trip is nevertheless fully completed by you, 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 a similar standard 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.

## **Article 2. The Service**

1.1 Travix operates an ABP service to indemnify you in respect of your Financial Loss arising directly from the cancellation or curtailment of a Scheduled Airline Flight arising solely from the Insolvency of the Scheduled Airline up to and not exceeding £ 2,000 (or maximum the similar amount in your local currency) for any one airline ticket, as defined below.

2.2 It is a condition that the Airline Bankruptcy Service fee has been paid to Travix in full as and when it falls due for payment.

2.3 Travix will:

- a) prior to commencement of your Trip:

Refund the cost of the lost Schedule Airline ticket up to £ 2,000 (or maximum the similar amount in your local currency) which can be

- i. be refunded to you in full; or
- ii. put towards a new booking; or

- b) if your trip has commenced:

- iii. provided the Trip is nevertheless fully completed, refund monies paid by you as the price of the ticket(s) forming part of the Trip that were cancelled as a direct result of the Insolvency, up to a maximum of £ 2,000 (or maximum the similar amount in your local currency); or
- iv. if you are part-way through a Trip, we will pay the cost of completing the return or onward leg of the ticket to a similar standard to that originally booked, such return flight commencing at the point of curtailment, up to a maximum of £ 2,000 (or maximum the similar amount in your local currency).

## **Article 3. Exclusions**

3.1 This Airline Bankruptcy Service covers only those financial losses that arise as a direct result of the Insolvency of a Scheduled Airline, up to a maximum of £ 2,000. Travix is not obliged to reimburse costs in the following cases:

- a) if the service fee for the Airline Bankruptcy Service has not been paid in full;

- b) if the Scheduled Airline provides a surety or is otherwise insured against the Insolvency;
- c) if the loss is caused, directly or indirectly, or arises from or can be attributed to the following:
  - i. Actual or threatened war or invasion by hostile foreign powers, hostilities or military operations (regardless of whether war has been declared), civil war, revolt, revolution, unrest, civil unrest that arises from or is equivalent to a military or other coup, state of emergency, confiscation order, nationalization or claim for damages or destruction of or damage to property by or on the orders of governments or public or local authorities
  - ii. Civil commotion that arises from or is equivalent to a popular uprising, strikes, lock-outs, martial law or the act of any lawfully constituted authority.
- d) if the loss which, at the moment at which the loss is incurred, insured or guaranteed (or would have been incurred, insured or guaranteed, had this Airline Bankruptcy Service not existed) can be recovered by any other insurance policy or policies, or bond or in respect of which any third party accepts liability for payment as re-imburement or which is capable of recovery pursuant to any other legal rights of the Customer.
- e) Any loss that are not directly related to the Event. For example, loss due to being unable to reach your pre- booked accommodation, car hire or cruises following the Insolvency of a Scheduled Airline.
- f) Any loss that you have suffered at the moment when the Airline Bankruptcy Service was effected after of the first threat of Insolvency, as defined, of the Scheduled Airline.
- g) Any fraud, misrepresentation, mis-description or non-disclosure in any material particular to this Airline Bankruptcy Service shall render this Airline Bankruptcy Service null and void and all claims hereunder shall be forfeited.
- h) If the Customer submits a claim knowing the same to be false or fraudulent, this Airline Bankruptcy Service shall become null and void and all claims and right to damages shall be forfeited.

#### **Article 4. Claims Procedure**

4.1. In the case of an Event for which it may be assumed that it will result in a claim for damages on the basis of this Airline Bankruptcy Service, the Customer shall, on penalty of the lapse of any indemnification:

- a) immediately (but in no event, without good reason, later than 14 days following the event) send a notice to BudgetAir (info@budgetair.co.uk) of all information required by or on behalf of Travix, ensuring that it is complete, accurate and truthful;
- b) provide all information and/or documentation reasonably required by or on behalf of Travix necessary to establish and assess the indemnity hereunder.
- c) observe all instructions issued by or on behalf of Travix;

4.3 Travix will only accept claims submitted up to five months after the Event. Any claims submitted after the five month period will not be eligible for payment

4.4. Payment shall be effected exclusively to the Customer of this Airline Bankruptcy Service.

\* The Airline Bankruptcy Service is a service offered by Travix Travel UK Ltd, a fully owned subsidiary of Travix International B.V., that has its registered address at Highlands House Basingstoke Road, RG7 NT, Spencers Wood, Reading, United Kingdom