

# Tour Operator Passenger Liability Cover

Risk solutions covering passenger liabilities during pre and post journey, shore excursions and other off-ship activities.



# Providing the widest range of risk solutions

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In a world of increasing complexity, Gard's objective is to help our Members and clients manage the totality of their exposures – both to existing and developing risks.

As a multi-line insurer – with the strongest rating in the marine market – Gard is uniquely positioned to understand how risks fit together and identify the best choice of products, ensuring seamless coverage and service.

Innovation has always been a cornerstone of Gard's business model and, over the years, we have refined and extended our standard products and introduced a range of additional products, responding to special needs and requirements from different parts of the marine industry.

Gard's tour operator passenger liability cover responds to passenger liabilities arising from incidents during shore excursions or other off-ship activities organised by the cruise operator.

Further information can be found on our webpage ([www.gard.no](http://www.gard.no)) under "Covering risks", or from your usual contact.

# Scope of cover



Cover for passenger liabilities during pre and post journey, shore excursions and off-ship activities.

## Risks covered



Gard's tour operator passenger liability insurance covers the following:

- Illness, injury or death.
- Loss of, or damage to, property.
- Delay or other consequential losses.
- Indemnities given to third parties (subject to prior review and approval).

The cover extends to pre and post journey transportation, hotel accommodation and shore-side excursions/activities prior to, during or after the sea journey. The insured events need not arise in direct connection with the ship.

## Important exclusions



- Passenger liabilities recoverable under the P&I cover cannot be insured under the tour operator passenger liability.
- Refunds of passenger fare, substitute journeys and future journey discounts unless such are reasonably incurred for purposes of avoiding or minimising a named risk.

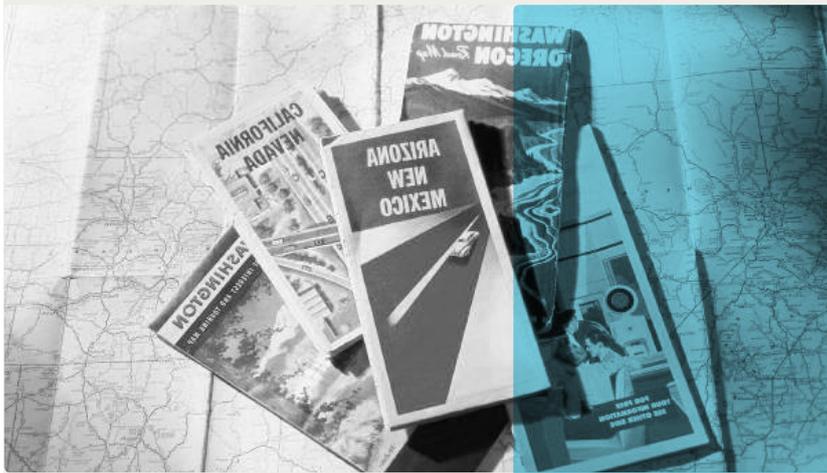
## Limit of cover

- USD 10 million per event (higher limits by special agreement).

### Who can be covered?

- Gard clients/Members with underlying P&I cover.

# Case studies



Practical examples of where the cover will respond.

## Injury at inland hotel between ferry crossings



A French passenger purchases a package tour from a Paris travel agent. The tour includes ferry transportation from Denmark to Norway, one week at a luxury hotel and a return sea passage to France via Denmark. Whilst at the hotel, the passenger sustains a slip and fall injury when getting into a jacuzzi. It is later found that the jacuzzis were in generally poor condition. Instead of suing the owner of the Norwegian hotel, the passenger sues his travel agent under the French Package Tour Act. The agent passes the claim on to the tour operator, who decides to settle quickly to avoid mounting legal costs.

### The Gard solution

The liability did not arise from a direct connection with the operation of the ship and would fall outside the scope of P&I cover. However, tour-operator insurance covers passengers before and after the sea journey, so would respond to any legal liability in connection with the injury. Gard automatically acquires the right of recourse against any third party, such as the hotel in Norway.

## Extraordinary expenses due to delay



A package tour offered by the client includes flights and one night's accommodation at the embarkation port. A hurricane delays the vessel's arrival in port. The client incurs expenses accommodating passengers for an extra hotel night while waiting ashore, and rebooking flights for those whose disembarkation is delayed.

### The Gard solution

The client would need the tour operator cover to respond to liability for those passengers waiting ashore (P&I cover would only respond to liability for passengers that have already boarded the vessel). Tour operator cover would also respond to extra costs for additional accommodation (food expenses, lodging etc.) if the trip is cancelled due to the hurricane.

## Indemnity given to the owner of a shore terminal

In order to allow a vessel to use the shore facilities, the tour operator is required to provide an indemnity to the owners of the shore terminal. A passenger falls at the terminal and suffers injuries requiring hospital treatment. The passenger sues the owners of the terminal, and the owner then seeks to enforce the terms of the indemnity against the tour operator.

### The Gard solution

If the indemnity has been approved by Gard, cover will respond. Naturally, Gard would wish to ensure that members do not enter into all types of indemnity (we are happy to provide assistance on the wordings used in any indemnity provision) and only agrees to indemnities that are strictly necessary.

# The Gard group

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