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## **Addition to the Air Travel Trust Payment Policy dated 6 August 2012**

The following additional clauses will form part of the ATT's Payment Policy from the date published unless and until withdrawn from publication or until earlier notice of withdrawal.

### **Section 4: Other Payments that may be made**

Definitions that apply to Section 4:

#### **ATOL Covid-19 Voucher:**

A document supplied by an ATOL holder to a consumer (whether direct or via the agent for the ATOL holder) on or after 10 March 2020 up to and including 30 September 2020 in exchange for performance of some or all of the travel services included within an ATOL protected licensable booking where supply of the services in that booking will not take place because some or all of the services will not be provided and have therefore been cancelled as a direct result of the Covid-19 pandemic. In this regard cancelled means cancelled by or with the agreement of the ATOL holder.

#### **Non-ATOL Covid-19 Voucher:**

A document supplied by an ATOL holder, or an airline in the same group as an ATOL holder ("integrated airline"), to a consumer (whether direct or via the agent for the ATOL holder) on or after 10 March 2020 up to and including 30 September 2020 in exchange for performance of a non-ATOL protected package holiday that did not include a flight, a non-ATOL protected single element booking or a flight, where supply of the services in that booking will not take place because some or all of the services will not be provided as a direct result of the Covid-19 pandemic. In this regard cancelled means cancelled by or with the agreement of the ATOL holder or the integrated airline.

#### **Covid-19 Flight Voucher:**

A document supplied by an airline on or after 10 March 2020 up to and including 30 September 2020 to a consumer in exchange for performance of a flight that formed part of a consumer's ATOL protected licensable booking where supply of that service will not take place as a direct result of the Covid-19 pandemic.

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**Maximum Value of Vouchers:**

**Maximum Value of an ATOL Covid-19 Voucher is:**

EITHER

If the voucher is issued in respect of the entire ATOL protected booking:

- the lower of EITHER the amount the ATOL holder charged for the ATOL protected booking shown on the ATOL Certificate or the ATOL holder's Confirmation (whether or not the Agent for the ATOL holder charged a different amount) OR the amount paid by the consumer (whether direct or via the Agent for the ATOL holder); LESS
- any incentive included in the voucher value over and above the amount the ATOL holder charged for the ATOL protected booking; LESS
- the amount paid by the consumer for insurance and any administration/cancellation charges

OR

If the ATOL Covid-19 Voucher excludes the value of the flight element of the ATOL protected booking:

- the lower of EITHER the amount the ATOL holder charged for the ATOL protected booking shown on the ATOL Certificate or the ATOL holder's Confirmation (whether or not the Agent for the ATOL holder charged a different amount) OR the amount paid by the consumer (whether direct or via the Agent for the ATOL holder); LESS
- any incentive included in the voucher value over and above the amount the ATOL holder charged for the travel services covered by the voucher; LESS
- the amount paid by the consumer for insurance and any administration/cancellation charges; LESS
- the itemised value of the flights or Covid-19 Flight Voucher

**Maximum Value of a Non-ATOL Covid-19 Voucher is:**

- the lower of EITHER the amount the ATOL holder, or airline in the same group as an ATOL holder ("integrated airline"), charged for performance of a non-ATOL protected package holiday that did not include a flight, a non-ATOL protected single element booking or flight, as shown on the documentation issued for the cancelled booking (whether or not an agent charged a different amount) OR the amount paid by the consumer (whether direct or via an agent); LESS
- any incentive included in the voucher value over and above the amount the ATOL holder, or airline in the same group as an ATOL holder ("integrated airline"), charged for the booking; LESS

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- the amount paid by the consumer for insurance and any administration/cancellation charges

**Maximum value of a Covid-19 Flight Voucher is:**

- The lower of EITHER the itemised amount the ATOL holder charged for the flight element of an ATOL protected licensable booking shown on the ATOL Certificate or the ATOL holder's Confirmation (whether or not the Agent for the ATOL holder charged a different amount) OR the amount paid by the consumer (whether direct or via the Agent for the ATOL holder); LESS
- any incentive included in the voucher value over and above the amount the ATOL holder charged for the flight element of ATOL protected licensable booking; LESS
- the amount paid by the consumer for any administration/cancellation charges in respect of the flight booking

For the avoidance of doubt the value of travel services not included in the ATOL protected booking, even if purchased at the same time, are not included in the Maximum Value of any of these three Vouchers.

**Pre-conditions to payments under Section 4**

The pre-condition in Paragraph 2.5.2 of the ATT Payment Policy also applies to payments made to consumers in accordance with Section 4, that is:

*“Where a consumer paid for their (cancelled) ATOL protected trip in whole, or part, by credit card, or using a finance agreement, the ATT may refuse to make a payment to a consumer (and instead may ask the consumer to make a claim from their card issuer or the supplier of those financial services)”.*

Clause	To whom	What for	Conditions precedent	Exclusions
4.2A	A consumer	The ATT may make a payment to a consumer who accepted an ATOL Covid-19 Voucher but has neither used the voucher nor received a refund (or refunds) totalling the value of the voucher or the Maximum Value (whichever is the lower) from that ATOL holder prior to its failure	<p>The ATT may make a payment to a consumer if:</p> <ol style="list-style-type: none"> <li>1. the relevant ATOL holder fails on or before 30 September 2021;</li> <li>2. pre-conditions 2,3, and 4 to a payment under Sections 1-3 (See Clause 1.7) are met. That is: <ul style="list-style-type: none"> <li>• proof of a licensable transaction (as defined in the Trust Deed) between the failed ATOL holder and a consumer;</li> <li>• proof that the failed ATOL holder held a valid ATOL at least one month prior to the consumer's booking date; and</li> <li>• receipt by the ATT of a request for a payment within twelve months of the publication by the CAA of the Notice of ATOL holder failure;</li> </ul> </li> <li>3. the CAA, as agent of the ATT, receives the documents listed in Clause 2.4;</li> <li>4. the CAA, as agent of the ATT, receives an ATOL Covid-19 Voucher from or on behalf of the consumer</li> <li>5. the CAA has satisfactory evidence, to be determined by the CAA, as agent of the ATT, to show that the consumer has not used the voucher and the refund is still owed to the consumer and that the consumer has not received a refund from another source including but not limited to their credit card company or travel insurer.</li> </ol>	<p>A payment under this clause is without prejudice to the exclusion in paragraph 2.20 which still applies unamended</p> <p>If a consumer is making a claim under Clause 4.2A and 4.2B, the ATT will not make a payment in excess of the value of the cancelled ATOL protected licensable booking</p> <p>The ATT will not make a payment in these circumstances for a Non-ATOL Covid-19 Voucher.</p>

<p><b>4.2B</b></p>	<p>A consumer</p>	<p>The ATT may make a payment of the Maximum Value of a Covid-19 Flight Voucher to a consumer who:</p> <p>EITHER accepted both an ATOL Covid-19 Voucher and a separate Covid-19 Flight Voucher but has not used the Covid-19 Flight Voucher nor received a refund (or refunds) totalling the value of the Covid-19 Flight Voucher or the Maximum Value (whichever is the lower) prior to the failure of the ATOL holder.</p> <p>OR accepted both a cash refund and a separate Covid-19 Flight Voucher but has not used the Covid-19 Flight Voucher nor received a refund (or refunds) totalling the value of the Covid-19</p>	<p>The ATT may make a payment to a consumer if:</p> <ol style="list-style-type: none"> <li>1. the relevant ATOL holder fails on or before 30 September 2021;</li> <li>2. pre-conditions 2,3, and 4 to a payment under Sections 1-3 (See Clause 1.7) are met, that is: <ul style="list-style-type: none"> <li>• proof of a licensable transaction (as defined in the Trust Deed) between the failed ATOL holder and a consumer;</li> <li>• proof that the failed ATOL holder held a valid ATOL at least one month prior to the consumer’s booking date; and</li> <li>• receipt by the ATT of a request for a payment within twelve months of the publication by the CAA of the Notice of ATOL holder failure;</li> </ul> </li> <li>3. the CAA, as agent of the ATT, receives the documents listed in Clause 2.4;</li> <li>4. the CAA, as agent of the ATT, receives a Covid-19 Flight Voucher from or on behalf of the consumer</li> <li>5. in circumstances where the consumer received both cash and a separate Covid-19 Flight Voucher from the ATOL holder, the CAA, as agent of the ATT, receives satisfactory evidence of the cash refund issued by the ATOL holder</li> <li>6. the CAA, as agent of the ATT, has satisfactory evidence, to be determined by the CAA, to show that the consumer has not/will not use the Covid-19 Flight Voucher and that the consumer has not received a refund from another source including but not limited to the airline that issued the Covid-19 Flight Voucher, their credit card company, or travel insurer.</li> </ol>	<p>A payment under this clause is without prejudice to the exclusion in paragraph 2.20 which still applies unamended</p> <p>If a consumer is making a claim under Clause 4.2A and 4.2B, the ATT will not make a payment in excess of the value of the cancelled ATOL protected licensable booking</p>
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Clause	To whom	What for	Conditions precedent	Exclusions
		Flight Voucher or the Maximum Value (whichever is the lower) prior to the failure of the ATOL holder.		

### Clarification that applies to the ATT payment Policy

Where proof of the method of payment to an ATOL holder is a condition precedent to a payment to a consumer under the terms of the ATT Payment Policy, proof that payment for an ATOL protected booking was made using an ATOL Covid-19 Voucher, a Non-ATOL Covid-19 Voucher or a Covid-19 Flight Voucher (as defined in Section 4 of this payment policy) will be acceptable, subject to the consumer providing proof of their payment and method of payment (as set out in the ATOL Claim Form) for the booking against which the ATOL Covid-19 Voucher, a Non-ATOL Covid-19 Voucher or a Covid-19 Flight Voucher was issued. However, an ATOL Covid-19 Voucher, a Non-ATOL Covid-19 Voucher or a Covid-19 Flight Voucher will only be proof of payment of the Maximum Value of the Voucher (as defined in Section 4 of this payment policy) and not its face-value where that is greater.