

The Air Travel Trust

Payment Policy

10 June 2026

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General Purpose and Objective

- 1.1** This document sets out how the Trustees of the Air Travel Trust (“**ATT**”) may exercise their discretion to make a payment for the benefit of a consumer of a failed ATOL holder from the Air Travel Trust Fund under the terms of the Air Travel Trust Deed dated 5 January 2004, as amended (the “**Trust Deed**”). All terms used in this document have the same meaning as those terms used in the ATOL Regulations and the Trust Deed, unless stated otherwise.
- 1.2** This payment policy comes into force on the date on which this policy is published on the website of the ATT or the Civil Aviation Authority (“**CAA**”) and will remain in force whilst it is so published (unless this policy is suspended, amended or replaced). The CAA acts as Agent of the ATT.
- 1.3** This policy is relevant to a payment made for the benefit of a consumer of an ATOL holder that failed on or after the date this policy came into force (unless this policy is suspended, amended or replaced).
- 1.4** The laws of England and Wales will apply to this payment policy unless otherwise agreed by the ATT. Any dispute arising under or in connection with this payment policy is to be subject to the exclusive jurisdiction of the English Courts.

Overriding discretion of the ATT Trustees

- 1.5** The ATT has an absolute discretion whether to make any payment or not. The ATT will normally exercise that discretion in accordance with this policy, but the ATT retains the discretion whether to make a payment or not in the event of circumstances not contemplated within this policy.

Overriding exclusion applicable to this payment policy

- 1.6** The ATT will not make a payment where the ATT in its sole discretion holds the view that a request for payment is in any way fraudulent, or if a consumer or any person seeking to benefit under this payment policy, or anyone acting on their behalf, has used any fraudulent means, including inflating or exaggerating a claim for payment or submitting forged or falsified documents.

Pre-conditions to a payment under this payment policy (Sections 1 & 2 only)

- 1.7** A payment may be made by the ATT under this policy, subject to the following pre-conditions:
 - i. the failure of an ATOL holder;
 - ii. proof of a licensable transaction (as defined in the Trust Deed) between the failed ATOL holder and the consumer;
 - iii. proof that the failed ATOL holder held a valid ATOL at the time of booking or within one month prior to the time of booking by the consumer; and
 - iv. receipt by the ATT of a request for a payment of the consumer’s claim within twelve months of the publication by the CAA of a ‘Notice of Licence Holder Failure’ in respect of the failed ATOL holder.

Section 1 A payment that may be made by the ATT to enable a consumer who made an ATOL protected booking with a failed ATOL holder to commence and/or complete their trip and return to the UK

General purpose and objective of a payment under Section 1

- 1.8** This section applies where a consumer made an ATOL protected booking, but due to the failure of the ATOL holder with which their booking was placed, they will not receive all the services they booked.
- 1.9** In these circumstances the ATT may make a payment for the following reasons:
- i. The ATT may make a payment to enable a consumer to complete a trip that has already begun when an ATOL holder has failed. Such payments are often referred to as either 'Repatriation' and/or 'Out of Pocket Expenses'.
 - ii. The ATT may make a payment to enable a consumer to commence and complete a trip booked with an ATOL holder that subsequently failed, which is often referred to as a form of 'Fulfilment Expense'.
- 1.10** To achieve these objectives the ATT may make a payment to:
- i. suppliers;
 - ii. a consumer;
 - iii. third parties including Fulfilment Partners, to enable them to purchase goods and services for the benefit of a consumer, and others.
- 1.11** Wherever possible, the objective of this section is that a consumer may receive the transport, accommodation and other services they originally purchased from the failed ATOL holder, and the ATT may make a payment to achieve this.
- i. The ATT, or a Fulfilment Partner appointed by the ATT, may make a payment so that the consumer receives the arrangements they originally paid for or suitable alternative arrangements.
 - ii. A consumer who is overseas at the time of failure will sometimes have to make a payment to receive the arrangements they had originally paid for (or suitable alternative arrangements) themselves, and the ATT may make a payment to a consumer to reimburse the cost of doing so.
 - iii. A consumer who has not yet commenced their holiday at the date of failure, and has the ATT's agreement to do so, may have to make a payment to a supplier themselves, and the ATT may make a payment to a consumer to reimburse the cost of doing so.
 - iv. The ATT may also make a payment to other persons in order to facilitate a benefit to a consumer.
 - v. The ATT will usually not make a payment to a consumer for any payments made for seat/cabin upgrades or extra legroom on their original booked flights if these are not available on their repatriation flight.
- 1.12** Subject to the overriding discretion, exclusions and preconditions set out above, the ATT may make a payment to the persons listed in paragraph 1.10 as below.

Payments to Suppliers

1.13 A payment that may be made to a supplier for the benefit of a consumer who is overseas at the date of the ATOL holder failure

PAYMENTS TO SUPPLIERS			
	What for	Conditions Precedent	Exclusions
1.13.1	The ATT may make a payment for any service(s) purchased by a consumer from the failed ATOL holder, where the service provider states it has not yet been paid by the failed ATOL holder (for example flight suppliers, accommodation suppliers (including cruise ships), transfer suppliers, car hire companies, overseas representatives and overseas handling agents).	The ATT will provide a guarantee letter to the supplier under which the supplier agrees it has assigned its claim against the ATOL holder to the ATT in return for accepting a payment from the ATT.	<p>In the case of flights, the ATT will usually not make a payment unless it has received the relevant aircraft’s final passenger listing showing the names of the passengers that boarded each flight concerned, or the passenger flight coupons with the relevant consumer’s name shown.</p> <p>In the case of ground arrangements, the ATT will usually not make a payment for:</p> <ol style="list-style-type: none"> 1. debts owed by the failed ATOL holder for services provided to consumers prior to the failure of the ATOL holder; 2. any rooms allocated to the failed ATOL holder but not occupied; 3. any consumers who had bought accommodation only, with no flight; 4. any items not included in the contract price; 5. consumers for whom the failed ATOL holder has already paid; 6. consumers of the failed ATOL holder who arrive after the date of failure, unless the ATT authorised the consumer to travel; 7. consumers that have been individually charged by the supplier (for example on departure).

PAYMENTS TO SUPPLIERS			
	What for	Conditions Precedent	Exclusions
1.13.2	Where a supplier is indicating that a consumer will not receive services that formed part of the ATOL protected booking after the failure of the ATOL holder, even though the ATOL holder may have already paid the supplier, the ATT may make a payment directly to the supplier to ensure the consumer receives these services (for example flight suppliers, accommodation suppliers (including cruise ships), transfer suppliers, car hire companies, overseas representatives and overseas handling agents).	The ATT, will provide a guarantee letter to the supplier under which the supplier agrees it has assigned its claim against the ATOL holder to the ATT in return for accepting a payment from the ATT.	<p>In the case of flights, the ATT will usually not make a payment unless it has received the relevant aircraft's final passenger listing showing the names of the passengers that boarded each flight concerned, or the passenger flight coupons with the relevant consumer's name shown.</p> <p>In the case of ground arrangements, the ATT will usually not make a payment for:</p> <ol style="list-style-type: none"> 1. debts owed by the failed ATOL holder for services provided to consumers prior to the failure of the ATOL holder; 2. any rooms allocated to the failed ATOL holder but not occupied; 3. any consumers who had bought accommodation only, with no flight; 4. any items not included in the contract price; 5. consumers of the failed ATOL holder who arrive after the date of failure, unless the ATT authorised the consumer to travel; 6. consumers that have been individually charged by the supplier (for example on departure).

PAYMENTS TO SUPPLIERS			
	What for	Conditions Precedent	Exclusions
1.13.3	<p>Where:</p> <ol style="list-style-type: none"> 1. aircraft owned or leased by a company in the same group as the failed ATOL holder are not available for repatriation of a consumer (for example because that group airline has also failed); 2. the original flight is not available for any other reason; or 3. it is not cost effective to use the original flight to repatriate a consumer, <p>the ATT may make a payment to charter another aircraft or alternatively source and pay for seats on alternative flights, as appropriate. These flights may depart at different times and from different airports to those originally booked with the failed ATOL holder.</p>		<p>The ATT will usually not make a payment unless it has received the relevant aircraft's final passenger listing showing the names of the passengers that boarded each flight concerned, or the passenger flight coupons with the relevant consumer's name shown.</p>
1.13.4	<p>Where necessary, the ATT may make a payment to suppliers for an empty aircraft to depart from the UK to assist with the repatriation of a consumer.</p>	<p>Where the aircraft/seats used were originally contracted by the failed ATOL holder the ATT will provide a guarantee letter to the supplier under which the supplier agrees it has assigned its claim against the ATOL holder to the ATT in return for accepting a payment from the ATT.</p>	<p>The ATT will usually not make a payment unless it has received the relevant aircraft's final passenger listing showing the names of the passengers that boarded each flight concerned, or the passenger flight coupons with the relevant consumer's name shown.</p>

PAYMENTS TO SUPPLIERS			
	What for	Conditions Precedent	Exclusions
1.13.5	The ATT may make a payment to the suppliers of flight accommodation to make additional/unscheduled stops and/or for consumers to be transferred to alternative overseas departure airports.		The ATT will usually not make a payment unless it has received the relevant aircraft's final passenger listing showing the names of the passengers that boarded each flight concerned, or the passenger flight coupons with the relevant consumer's name shown.
1.13.6	The ATT may make a payment to a supplier to transfer a consumer by any means of transport when: <ul style="list-style-type: none"> 1. a consumer is repatriated to a UK airport different to the booked UK airport; or 2. a consumer is repatriated to the UK from an overseas airport different to the booked overseas airport. 		
1.13.7	The ATT may make a payment to a supplier for alternative modes of transport to repatriate consumers, where necessary.		

PAYMENTS TO SUPPLIERS			
	What for	Conditions Precedent	Exclusions
1.13.8	In the event of an overnight delay before the repatriation of a consumer, the ATT may make a payment to a supplier to accommodate a consumer in their original accommodation (where this also formed part of the ATOL protected booking), failing which the ATT may make a payment to a supplier for suitable alternative accommodation arrangements.		

1.14 As set out above the ATT may only make a payment for the benefit of a consumer who booked with a failed ATOL holder. This will usually be demonstrated by a consumer producing the ATOL Certificate and Confirmation Invoice (“**ATOL Documents**”) supplied to them at the time of making a payment in respect of their booking. However, the CAA, which administers a consumer’s claim as agent of the ATT, may have access to the booking records of the failed ATOL holder and may use that information to verify the information on a consumer’s ATOL Documents or to deal with a consumer who, for any reason, was not supplied with the correct ATOL Documents.

Payments to Consumers

1.15 The ATT may make a payment to a consumer making a claim under this section subject to receipt by the ATT of the following documents:

- i. a correctly completed ATOL Claim Form, signed by the lead passenger named to travel on the ATOL Documents; and
- ii. if and when requested by the ATT, all documents supplied to the consumer at the time of booking and at any time prior to the date of travel (including the ATOL Documents, and full proof of payment).

1.16 In circumstances where a consumer paid for their ATOL protected booking in whole, or in part, by credit card or using a finance agreement, the ATT may refuse to make a payment to a consumer and instead ask the consumer to make a claim from their card issuer or the supplier of those financial services.

1.17 *Reserved*

1.18 The ATT will usually only make a payment to, or for the benefit of, consumers identified as intending to make use of the flight accommodation, living accommodation or other tourist services included in the ATOL protected booking at the time the consumer requested to book. This will usually mean only consumers identified on the ATOL Documents issued in respect of this booking. For the avoidance of doubt, this excludes bookings made on a “names to be to be advised” basis, also referred to as “TBA”, where, in the sole opinion of the ATT, the booking has been made by a person for future resale in the course of business and/or with a view to making a profit.

1.19 A payment that may be made to a consumer who is overseas at the date of the ATOL holder failure

Notwithstanding the pre-conditions to making a payment to a consumer set out above, a consumer who is overseas at the time of the ATOL holder failure need not provide proof of the method of their payment for their original ATOL protected booking, in order to receive a payment from the ATT as set out in sections 1.19.1 - 1.19.10 of this policy. Instead, where indicated, a consumer overseas at the time of the ATOL holder failure will be required to provide proof of the method of their payment to the overseas supplier.

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.1	The ATT may make a payment to a consumer to reimburse their costs of purchasing a flight for repatriation purposes.	<p>The ATT will usually only make a payment to a consumer if the ATT has instructed the consumer to purchase a flight to repatriate themselves.</p> <p>The ATT will usually only make a payment if the consumer’s claim is supported by itemised receipts and proof of the method of payment to the supplier.</p>	<p>The ATT may only make a payment to a consumer if the airline with which the consumer was intended to be carried will not carry them for reasons connected with the failure of the ATOL holder (if a consumer has a ticket on a scheduled airline the airline is likely to carry the consumer.)</p> <p>The ATT will usually not make a payment to a consumer if the ATT has arranged a repatriation flight (and/or transfers to meet that flight if it departs from a different airport to that booked) and the consumer has chosen not to use that flight.</p> <p>The ATT will usually not make a payment to a consumer if the original flight is not cancelled and remains valid, even if the consumer mistakenly thought that it was.</p>

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.2	The ATT may make a payment to a consumer to reimburse the cost of reasonable receipted food and drink expenses if their return flight has been re-arranged as a consequence of the failure of the ATOL holder and is scheduled to depart more than four hours later than the original booked flight.	The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.	The ATT will not make a payment to a consumer for alcoholic beverages. The ATT will usually not make payment if welfare vouchers were issued to passengers, whether or not the consumer received or made use of such vouchers.
1.19.3	Where a consumer is moved by the ATT to accommodation which is not the booked accommodation, and the ATT considers that the accommodation the consumer moved to was of a much lower standard than the original booked accommodation, the ATT may make a payment of a one-off sum to a consumer (claimed by the consumer on return from their trip).	A consumer will be advised by the ATT during their trip if the ATT will make a payment of this type in their circumstances.	
1.19.4	The ATT may make a payment to reimburse a consumer who has been instructed by the ATT to book their own accommodation at reasonable cost.	The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.	The ATT will usually not make payment for any services charged if these did not form part of the original ATOL protected booking (for example mini bar expenses, air-conditioning and safe hire).

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.5	The ATT may make a payment to a consumer who is permitted to stay in their original booked accommodation but is charged for this service when they check-out.	The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.	Where a consumer departed from the UK on their trip after the date the ATOL holder failed, the ATT will usually not make payment unless the ATT is satisfied that the consumer was unaware of the failure of the ATOL holder with which they booked. The ATT will usually not make payment for any services charged if these did not form part of the original ATOL protected booking (for example, mini bar expenses, air-conditioning and safe hire).
1.19.6	The ATT may make a payment to a consumer who receives services overseas that formed part of the ATOL protected booking but is charged separately for these services by the supplier.	The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.	Where a consumer departed from the UK on their trip after the date the ATOL holder failed, the ATT will usually not make payment unless the ATT is satisfied that the consumer was unaware of the failure of the ATOL holder with which they booked. The ATT will usually not make payment for any services charged if these did not form part of the original ATOL protected booking (for example, optional insurance costs or additional driver supplements for car hire bookings).

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.7	The ATT may make a payment to a consumer who departed from an overseas airport other than the booked airport and paid their own costs to transfer to that alternative departure airport.	<p>The ATT will usually only make a payment if the alternative flight was arranged by the ATT, or the ATT authorised the consumer to arrange their own alternative flight.</p> <p>The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.</p>	The ATT will usually not make payment if the ATT has organised and paid for a transfer that the consumer has chosen not to use.
1.19.8	The ATT may make a payment to a consumer who arrived back in the UK to an airport (or port or station) other than the booked airport and paid their own costs to transfer to the booked airport.	<p>The ATT will usually only make a payment if the alternative flight was arranged by the ATT, or the ATT authorised the consumer to arrange their own alternative flight.</p> <p>The ATT will usually only make a payment if the consumer's claim is supported by itemised receipts and proof of the method of payment to the supplier.</p>	The ATT will usually not make payment if the ATT has organised and paid for a transfer that the consumer has chosen not to use.

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.9	<p>Curtailment of trip:</p> <p>Where a repatriation flight is arranged or agreed by the ATT to depart more than twenty-four hours earlier than the original booked flight, the ATT may make a payment to a consumer of a pro-rata proportion of their ATOL protected booking cost for each full calendar day that is lost. Any payment will be based upon the total ATOL protected trip cost shown on the ATOL Documents less any items that were supplied, or cancellation or administration fees levied by the ATOL holder for pre-departure booking changes.</p>		<p>The ATT will usually not make payment to a consumer who curtails their trip and chooses to return home, unless the ATT has advised or agreed with the consumer in advance of curtailing their trip.</p> <p>The ATT will not make a payment for any consequential losses, including loss of enjoyment, or for any services booked independently of the ATOL protected booking.</p> <p>The ATT will not make a payment in these circumstances to a consumer who booked just an ATOL protected flight (a “flight-only” booking).</p>

PAYMENTS TO CONSUMERS (OVERSEAS AT THE TIME OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.10	<p>Curtailment of cruise:</p> <p>In circumstances where a consumer's cruise is curtailed, they may be asked by the ATT to stay in other accommodation to await a flight back to the UK. In these circumstances, the ATT may make a payment to a consumer of a pro rata proportion of their ATOL protected booking cost for each full calendar day of the cruise that is lost. Any payment will be based upon the total ATOL protected trip cost shown on the ATOL Documents less any items that were supplied, or cancellation or administration fees levied by the ATOL holder for pre-departure booking changes.</p>		<p>The ATT will usually not make payment to a consumer unless the ATT has advised or agreed with the consumer in advance of curtailing their cruise.</p> <p>The ATT will not make a payment for any consequential losses, including loss of enjoyment, or for any services booked independently of the ATOL protected booking.</p>

A payment that may be made to a consumer who departs after the date of the ATOL holder failure

PAYMENTS TO CONSUMERS (DEPARTING AFTER THE DATE OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.11	<p>Where a consumer has paid in full for an ATOL protected flight-inclusive package which includes a significant element that remains available to the consumer without further payment, with prior agreement from the ATT, a consumer may elect to depart on their trip after the date of the failure of the ATOL holder with which they have booked. The ATT may make a payment to a consumer for the cost of any other elements of the booking for which the consumer had already paid the failed ATOL holder and which the consumer also subsequently paid directly to a supplier.</p>	<p>The ATT will usually only make a payment if a consumer’s claim is supported by itemised receipts, proof of the method of payment to the supplier for any replacement services and proof of the method of payment for their ATOL protected booking (as set out in the ATOL Claim Form).</p> <p>A consumer may claim before they depart (subject to providing valid receipts) or after they have returned to the UK from their trip.</p> <p>Where a consumer has paid an agent of the ATOL holder, rather than the ATOL holder directly, the ATT must be satisfied that that agent was party to an Agency Agreement with the failed ATOL holder.</p>	<p>In the circumstances where a consumer is compelled to book other alternative elements of the original booking, or the price demanded by the supplier exceeds the total cost of the ATOL protected booking, any alternative elements that are booked should be of the same standard/class and basis as the original ATOL protected booking. The ATT will usually not make payment for any cost incurred as a result of a consumer booking other elements to a higher standard than those originally booked.</p> <p>The ATT will not make a payment to a consumer in excess of the total cost of the original ATOL protected booking with the failed ATOL holder.</p> <p>The ATT will usually not make a payment for any other loss incurred by the consumer, including any loss as a result of the consumer taking their trip, for which the ATOL holder with which they booked would ordinarily have been liable.</p> <p>Where a consumer has paid an agent of the ATOL holder, unless the agent has also ceased trading, the ATT will usually not make a payment unless the consumer’s money has been paid in full to the ATOL holder or to the ATT.</p>

PAYMENTS TO CONSUMERS (DEPARTING AFTER THE DATE OF FAILURE)			
	What for	Conditions Precedent	Exclusions
1.19.12	Where a consumer has not paid in full for an ATOL protected flight-inclusive package, but an element or elements remain available to the consumer without further payment, with prior agreement from the ATT, a consumer may elect to depart on their trip after the date of the failure of the ATOL holder with which they have booked. The ATT may make a payment to a consumer for the cost of any other elements of the booking which the consumer subsequently paid directly to a supplier.	<p>The ATT will usually only make a payment if a consumer's claim is supported by itemised receipts, proof of the method of payment to the supplier for any replacement services and proof of the method of payment for their ATOL protected booking (as set out in the ATOL Claim Form).</p> <p>A consumer may claim before they depart (subject to providing valid receipts) or after they have returned to the UK from their trip.</p> <p>Where a consumer has paid an agent of the ATOL holder, rather than the ATOL holder directly, the ATT must be satisfied that that agent was party to an Agency Agreement with the failed ATOL holder.</p>	<p>The ATT will not make a payment to a consumer for more than the amount paid by the consumer to the failed ATOL holder for the original ATOL protected booking.</p> <p>The ATT will not make a payment for any other loss incurred by the consumer, including any loss as a result of the consumer taking their trip, for which the ATOL holder with which they booked would ordinarily have been liable.</p> <p>Where a consumer has paid an agent of the ATOL holder, unless the agent has also ceased trading, the ATT will usually not make a payment unless the consumer's money has been paid in full to the ATOL holder or to the ATT.</p>

- 1.20** The ATT may make a payment to a third party with whom the ATT has entered into an agreement to supply goods and services to a consumer affected by the failure of an ATOL holder, whether that ATOL holder has failed or in anticipation of them failing.
- 1.21** The ATT may make a payment to other ATOL holders, UK or overseas representatives, UK or overseas handling agents, and any other firms, consultants or individuals where necessary to enable a consumer to complete their trip and return to the UK, whether that ATOL holder has failed or in anticipation of them failing. This includes members of staff of, or third-party suppliers to, the failed ATOL holder.

Section 2 A payment that may be made by the ATT to a consumer who made an ATOL protected booking with a failed ATOL holder and who has not travelled or will not be able to travel

- 2.1** This section applies to a payment to a consumer who has made an ATOL protected booking but, due to the failure of the ATOL holder with which their booking was placed, they will not receive the services they booked. The objective of these payments is to return to the consumer the money they paid for their ATOL protected booking.
- 2.2** Bookings made but not taken at the date of failure are often referred to as “Forward Bookings”. A payment made by the ATT to a consumer in respect of a Forward Booking is often referred to as a “Refund”.
- 2.3** As set out above, the ATT may only make a payment for the benefit of a consumer who booked with a failed ATOL holder. This will usually be demonstrated by a consumer producing the ATOL Documents supplied to them at the time of making payment in respect of their booking. However, the CAA, which administers consumer claims as agent of the ATT, may have access to the booking records of the failed ATOL holder and may use that information to support and verify the consumer’s ATOL Claim where documents may be damaged or missing.
- 2.4** The ATT may make a payment to a consumer making a claim under this section subject to receipt by the ATT of the following documents:
- i. a correctly completed ATOL Claim Form, supplying all the documents requested (including proof of their method of payment for their ATOL protected booking) signed by the lead passenger named to travel on the ATOL protected booking; and
 - ii. the ATOL Documents (the ATOL Certificate and Confirmation Invoice) supplied to the consumer when they made payment for the ATOL protected booking; and
 - iii. all other booking documents supplied to the consumer at the time of the booking request and any time prior to the date of travel.
- 2.5** Overriding exceptions to a payment to a consumer under Section 2
- i. *Reserved*
 - ii. In circumstances where a consumer paid for their ATOL protected booking in whole, or in part, by credit card or using a finance agreement, the ATT may refuse to make a payment to a consumer and instead ask the consumer to make a claim from their card issuer or the supplier of those financial services.
- 2.6** Subject to the overriding discretion, exclusions and preconditions that apply to all payments by the ATT, as set out above, the ATT may make a payment to a consumer for the amount paid to the failed ATOL holder for an ATOL protected booking. However, where a consumer has paid an agent of the ATOL holder, unless the agent has also ceased trading, the ATT will usually not make a payment unless the consumer’s money has been paid to the ATOL holder or to the ATT. In some cases, the ATT may ask the agent to return money paid by the consumer back to the consumer, in which case the ATT will not make a payment in respect of this amount.
- 2.7** The ATT may also make a payment to a consumer in respect of the following:
- i. Where a consumer has purchased vouchers and has redeemed these against the cost of an ATOL protected booking, the ATT may make a payment equivalent to the cost of purchasing the vouchers, subject to proof of the method of payment (as set out in the ATOL Claim Form) for these vouchers by the consumer.

- ii. Where the ATOL protected booking has been offered to a consumer as a prize or as an incentive for an employee, the ATT may make a payment where the person or employer provides proof of the method of payment (as set out in the ATOL Claim Form) made for the ATOL protected booking on behalf of the consumer. In these circumstances, a claim must also be supported by evidence of the prize winner's notification or that the employee qualified for the incentive.
- iii. In circumstances where a consumer has won an ATOL protected booking in a newspaper, and the newspaper has bought the ATOL protected booking from the failed ATOL holder but the newspaper paid the failed ATOL holder by means of granting the failed ATOL holder advertising space in their newspaper, subject to proof from the newspaper of correspondence and accounting records to substantiate this transaction, the ATT may make a payment to the consumer equivalent to the cost of this ATOL protected booking.

Deductions that will be made by the ATT before calculating any payment it may make to a consumer

- 2.8** The ATT will not make a payment to a consumer for any identifiable mark up or booking service fee charged by an agent of the failed ATOL holder with which the consumer placed their booking.
- 2.9** The ATT will not make a payment to a consumer for insurance premiums paid, even though their trip will not take place.
- 2.10** The ATT will not make a payment to a consumer for administration fees, amendment fees, booking fees and cancellation charges made (whether before or after failure) by a failed ATOL holder or their agent.
- 2.11** The ATT will not make a payment in respect of any consequential losses of a consumer or compensation of any kind. Examples may include, but are not limited to, additional car parking costs, phone calls, loss of earnings or loss of enjoyment.
- 2.12** *Reserved*
- 2.13** If the consumer paid a lower amount than that shown on their ATOL Documents because the agent of the ATOL holder offered a discount, the ATT will usually only make a payment to a consumer of the lower amount actually paid by the consumer.
- 2.14** *Reserved*

Circumstances where the ATT will not make a payment to a consumer

- 2.15** The ATT will not make a payment to a consumer if the consumer made a booking with a failed ATOL holder but that ATOL holder did not consider it a licensable booking. This may be demonstrated by the fact that the consumer did not receive an ATOL Certificate and/or Confirmation Invoice, or the ATOL holder did not report it as a licensable booking to the CAA.
- 2.16** The ATT will not make a payment to a consumer who paid any person other than the failed ATOL holder, an agent of the failed ATOL holder (as defined by the ATOL Regulations), a member of an Accredited Body, or in respect of a Franchise Member ATOL holder, the Franchisee. The only exception to this is where the person with whom a consumer has placed their booking has arranged for the consumer's payment that relates to the flight element of their trip to go directly to the flight provider that was due to carry the consumer.

- 2.17** The ATT will not make a payment to a consumer where the person through whom the booking was made has, in the sole opinion of the ATT, acted in breach of the ATOL Regulations. Examples may include, but are not limited to, the following situations:
- i. where the agent through whom the booking was made did not enter into an Agency Agreement with the failed ATOL holder. In these circumstances a consumer will be referred directly to the agent; or
 - ii. where a consumer received an ATOL Certificate which is not valid for the purpose for which it was issued.
- 2.18** The ATT will not make a payment to a consumer for the loss of any services they booked independently of, or that were invoiced separately to, their ATOL protected booking with the failed ATOL holder.
- 2.19** The ATT will not make a payment to a consumer who booked accommodation and/or car hire at the same time as the flight booking but received a Flight-Only ATOL Certificate.
- 2.20** The ATT will not make a payment to a consumer who purchased vouchers from the failed ATOL holder but which were not redeemed against the cost of an ATOL protected booking with the failed ATOL holder prior to the date of failure.
- 2.21** The ATT will not make a payment to a consumer for any non-monetary loss. Examples may include, but are not limited to, where the consumer uses a complimentary voucher, a compensation voucher (in lieu of a monetary refund), loyalty reward points or airmiles in lieu of payment against the cost (in full or in part) of a protected booking.
- 2.22** The ATT will not make a payment to a consumer with a Flight-Only booking if the flight booking remains valid, notwithstanding the failure of the ATOL holder.
- 2.23** The ATT will usually only make a payment to, or for the benefit of, consumers (as defined in the ATOL Regulations) identified as intending to make use of flight accommodation, living accommodation or other tourist services included in the ATOL protected booking at the time the consumer requested to book. This will usually mean only the lead passenger identified on the ATOL Documents in respect of the ATOL protected booking. For the avoidance of doubt, this excludes bookings made on a “names to be to be advised” basis, also referred to as “TBA”, where, in the sole opinion of the ATT, the booking has been made by a person for future resale in the course of business and/or with a view to making a profit.

Payments that may be made to an agent of the failed ATOL holder

- 2.24** Where an agent of the failed ATOL holder has entered into a low deposit agreement with a consumer, the ATT may make a payment of the amount paid by the agent of the failed ATOL holder, pursuant to the agent of the failed ATOL holder’s obligations under the low deposit agreement with the consumer, provided that the agent of the failed ATOL holder can provide:
- i. a copy of a written, signed, low deposit agreement with the consumer at the time of booking and provide proof of the method of payment to the failed ATOL holder; and
 - ii. evidence that it had entered into a compliant written agency agreement with the failed ATOL holder.

Section 3 *Reserved*

Section 4 Other payments that may be made by the ATT to a consumer, suppliers, or third parties

OTHER PAYMENTS			
	What for	Conditions Precedent	Exclusions
4.1	<p>A consumer may be required to leave an imprint of their credit/debit card with accommodation suppliers or other ground service suppliers such as car hire companies to pay for incidental costs (for example bar bills or petrol costs, etc).</p> <p>Where the relevant supplier charges a consumer's card for services which the consumer has already paid the failed ATOL holder, the ATT may make a payment in respect of these charges to the consumer.</p>	<p>The ATT will usually only make a payment to a consumer in these circumstances if the consumer is unable to receive a refund from their card issuer for an unauthorised debit (which shall be proved by a letter from the card issuer as confirmation of this), and the consumer provides:</p> <ol style="list-style-type: none"> 1. a copy of an itemised bill or letter from the supplier as proof of the charges made; and 2. proof of the method of payment for the ATOL protected booking (as set out in the ATOL Claim Form). 	<p>The ATT will not make a payment unless:</p> <ol style="list-style-type: none"> 1. the supplier made these charges as a direct consequence of the failure of the ATOL holder; or 2. the supplier made these charges whilst the ATOL holder was still trading and there is evidence that the consumer had entered into an exchange of correspondence with the ATOL holder to reclaim these amounts.

OTHER PAYMENTS			
	What for	Conditions Precedent	Exclusions
4.2	The ATT may make a payment to a consumer who was promised, but did not receive, a full or partial refund from the failed ATOL holder (for example, in accordance with the terms of the failed ATOL holder's cancellation policy) prior to its failure.	<p>In these circumstances the ATT may make a payment to a consumer subject to the ATT being satisfied that the amount is due and outstanding. This will usually be evidenced by the ATOL holder's booking records, or it may be necessary for the ATT to seek confirmation from the failed ATOL holder's administrator or liquidator.</p> <p>Where a consumer paid for their ATOL protected booking in whole, or in part, by credit card or using a finance agreement, the ATT may refuse to make a payment to a consumer and instead ask the consumer to make a claim from their card issuer or the supplier of those financial services.</p>	This clause does not apply where a consumer accepted a compensation voucher, refund credit note or other document offered, to be used against future bookings with the failed ATOL holder.
4.3	The ATT may make a payment to a supplier or a third party in order to assist with the provision of services to a consumer affected by the failure of their ATOL holder. This includes the provision of services directly to the consumer, in supporting other suppliers with their provision of services to the consumer, or to the ATT directly.	The supplier or third party must have entered into an agreement with the ATT for the supply of the relevant services prior to any services being supplied.	The ATT may only make payment for services provided in respect of consumers with ATOL protected bookings with the failed ATOL holder.

4.4-4.10 *Reserved*