

## FINANCIAL PROTECTION AT HOLIDAY ARCHITECTS

We understand how important it is for you to have peace of mind and know that the money you give us for your holidays is properly protected. We also know that the regulations and protection methods are confusing, overlapping, full of various acronyms and not easy even for seasoned industry professionals to understand! Below we've done our best to unpick and explain the various ways your money is protected, but the number one message we want to communicate to you is simple: however you pay us, whatever kind of holiday you're taking with us, your money is 100% protected. By which we mean that, **if we were to cease trading at any point after you paid us money, you would be 100% guaranteed to get that money back in the event that your holiday couldn't go ahead.**

Our holidays are all covered by one of two principal forms of financial protection, detailed below. If our arrangements for you include flights (international or domestic) and ground arrangements (hotels, transfers, excursions etc), and you are either a UK citizen (resident anywhere in the world) or a legal resident in the UK (of any nationality), then the money you pay us for those arrangements will be covered under the ATOL scheme. If our arrangements for your holiday fall outside that description, then the money you pay us for those arrangements will be covered by our membership of the TMTProtects.me scheme operated by Trust My Travel.

### ATOL PROTECTION

ATOL stands for the Air Travel Organisers Licence and is administered the Civil Aviation Authority (CAA). It is a legal requirement for us to report all qualifying bookings to the CAA and to pay a fee for each qualifying passenger into the Air Travel Trust. In the event that we ceased trading whilst you were abroad on your holiday, the Air Travel Trust is the fund used to repatriate you and ensure you are not left stranded. If we were to cease trading prior to your holiday, the CAA guarantees all monies paid to us for your holiday and would refund it to you.

It is worth noting that in order to be granted an ATOL licence by the CAA, we are obliged to submit our accounts to the CAA for their scrutiny on a regular basis. The CAA is looking for a strong balance sheet in order to satisfy themselves that Holiday Architects is a solvent going concern. This financial scrutiny should be a source of reassurance for all our clients, not just those falling under ATOL protection!

**The CAA provide us with standard text to state on all our publicity material, and this reads:**

*"All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)*

## TRUST MY TRAVEL

Trust My Travel operate an insurance scheme which we use to cover all bookings that do not qualify for ATOL protection. We pay a premium per booking and if we were to cease trading prior to your holiday, this ensures that Trust My Travel will refund all monies paid to us for your holiday.

**Trust My Travel provide us with standard text to state on all our publicity material, and this reads:**

*TMTProtects.me Financial Protection, provided exclusively by Trust My Travel, covers Travel Providers registered as members of Trust My Travel and their Travellers in the event of non-delivery of service, or operator insolvency. This means that when a Traveller makes a payment processed by Trust My Travel, their funds are financially protected and returned to the Traveller by Trust My Travel in the event that the Trust My Travel Member (the Travel Provider) does not fulfil the booking purchased.*

*Trust My Travel guarantee the Travellers of Trust My Travel Members that a successful non-delivery or Travel Provider insolvency claim will result in either the issue of a refund or the provision of a replacement booking. It is the Traveller's responsibility to submit a claim. See 'Claims Procedure' overleaf for details on how the process a Traveller follows to submit a claim.*

### **Which payments are covered under TMTProtects.me Financial Protection?**

Any payments made by the Traveller to a Trust My Travel Member, processed by Trust My Travel, for a valid booking are financially protected by TMTProtects.me. Such payments each have a unique 'Trust ID' issued, confirming the validity of the Trust My Travel booking.

### **What is not covered under TMTProtects.me?**

- a)** Any payments made for a travel booking which have not been processed by Trust My Travel, irrespective of whether the Travel Provider is a member of Trust My Travel, will not be protected by TMTProtects.me financial protection.
- b)** Losses which are fully recoverable under an alternative insurance or bond are not covered by TMTProtects.me financial protection. However, in the case of partial recovery provided by an alternative insurance or bond, TMTProtects.me will issue the Traveller a refund for the shortfall, up to the maximum sum insured. The latter policy is subject to supporting documentation provided by the Traveller.
- c)** The financial failure of any named Third-Party Provider that is in Chapter 11 Bankruptcy or Receivership or is listed as an 'Excluded Supplier' by the insurer, at the date the travel arrangement is booked, is not covered by TMTProtects.me financial protection.
- d)** Losses that are not directly resulting from the incident that caused the Traveller to submit a claim, unless expressly stated in the Travel Provider's Booking Policy are not covered by TMTProtects.me financial protection.

- e)** Any loss, injury, damage, ill health, death or legal liability arising directly or indirectly from, or consisting of, the failure or fear of failure or inability of any equipment or any computer program, whether or not the Travel Provider own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date is not covered by TMTProtects.me financial protection.
- f)** If any Third-Party Provider, whose details have not been communicated to Trust My Travel at, or in advance of, a Trust My Travel Booking being created, is not covered by TMTProtects.me financial protection.
- g)** Claims arising directly or indirectly from existing, or publicly declared, financial failure or collapse of a Scheduled Airline on or before the date the booking is made are not covered by TMTProtects.me financial protection.
- h)** Claims relating to an Airline in Chapter 11 Bankruptcy or Bankruptcy Protection where the ticket was purchased subsequent to the Airline registering under Chapter 11 or Bankruptcy Protection are not covered by TMTProtects.me financial protection.
- i)** TMTProtects.me does not cover Special/Private Charter flights.
- j)** TMTProtects.me financial protection does not apply if a Scheduled Airline is taken over or forms part of a merger by another Airline – This is not deemed as a financial failure.

## Policy Excess

There is no TMTProtects.me Policy Excess.

## Claims Procedure

In the event of non-delivery of service or Travel Provider insolvency, the Traveller completes and submits an online Claim Form at <http://tmtprotects.me/make-a-claim/>

Travellers unable to complete an online form must contact Trust My Travel by Email: [Claim@TrustMyTravel.com](mailto:Claim@TrustMyTravel.com); or by telephone Tel **+44 (0) 1780 679894** with details of their Travel Provider and Booking ID for assistance in submitting a Claim Form by post, enclosing the requested, required documentation.

**Please Note** that in the event of a fraudulent claim being submitted by a Traveller or anyone acting on the Traveller's behalf or with whom the Traveller is in close collusion, all benefits under TMTProtects.me shall be forfeited.

*TMTProtects.me is underwritten by Neon Underwriting Limited, on behalf of Neon Syndicate 2468 (registered address 20 Gracechurch Street, London, EC3V 0BG; TEL +44(0) 20 7488 7700; Website neonuw.com) .Managing Agent at Lloyd's authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority; FCA Registration Number 204971. Member of Great American Insurance Group; Registered in England & Wales Company Number 03584320*

## WHAT ABOUT THE ACRONYMS?

There are a number of trade bodies out there you may have heard of, and may wonder why we haven't joined them. Here are a few of them, their roles, and our take on them:

### **IATA**

The International Air Transport Association is the body that represents and coordinates the global airline industry. IATA accreditation would only be required for Holiday Architects if we issued our own flight tickets. We have chosen to use 3rd party wholesalers to issue our flight tickets rather than have IATA accreditation for a number of reasons; one is cost, as licensing the necessary systems to issue your own flights and having the requisite level of training in the team comes with a hefty price tag. Also, as a smaller company we also don't have the same buying power with the airlines as a major wholesaler, so by using the wholesalers we have access to better fares for you.

### **ABTA**

ABTA was originally the Association of British Travel Agents. But, as their role has developed into more of a membership organisation promoting standards across the travel industry, they've kept the acronym whilst dropping the original meaning! They do offer financial protection, but as we already have all of our bookings covered by either ATOL or The Travel Vault, we don't feel the need to join ABTA. We do however recognise that the Code of Conduct they require members to uphold is an excellent basis for running a holiday company.

### **AITO**

The Association of Independent Tour Operators is a bit like ABTA but specifically for tour operators (companies like us who create, sell, and operate their own holidays) as opposed to travel agents (who sell the holiday arrangements of a range of tour operators, but don't operate them). Whilst AITO don't offer their own financial protection scheme, they do require their members to guarantee financial protection for all client monies, and they also require sign-up to another excellent code of conduct (which they call a Quality Charter). As we offer complete financial protection for all client monies and always try to operate to the highest standards, we have elected not to join AITO.