

**Agreement with Consumers of assignment of consumer's claim where consumer receives a benefit from the Air Travel Trust**

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails and the consumer receives a payment or benefit under the ATOL scheme, then receipt of such payment or benefit from the Trustees of the Air Travel Trust is in return for assignment absolutely of the consumer's claim against the ATOL holder by including in its terms of business with consumers the term that:

***“If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.”***