

# Travel Innovation Group Ticket Protection Scheme Version: 12 March 2024

#### A. Purpose:

Through the Ticket Protection Scheme [TPS], the Travel Innovation Group provides a financial guarantee to its Customers in the event of an Airline Failure of any of its Designated Airlines which results in the carrier being unable to fulfill a Ticketed Booking.

#### B. Booking Types

The scheme encompasses transactions made on behalf of individual passenger bookings and Group bookings. Some Terms vary due to the nature of Group bookings and these are specified within the relevant sections of the scheme.

#### C. Cost

The prevailing TPS fee at the time of this document as dated in the header is £4.50 per passenger including children (but excludes infants under 2 without seats).

#### D. Summary of Benefits:

In the event of an Airline Failure, the Travel Innovation Group will:

- Claims. Promptly reimburse the Customer the fare and taxes paid for the Ticketed Bookings (less any excess – see section F6). No limits on fare value. Group Bookings: Also includes Claims for Deposits and Balances paid, even if tickets have not been issued.
- 2. Designated Airlines. Includes all airlines including any onward carriers within the destinations. Any Excluded Airlines will be listed on the relevant website and at <u>https://www.travelinnovationgroup.com/tps/</u> and in the 'Excluded Airlines' (Category C) list. Some airlines in the Restricted Airlines (Category B) list have cover restricted to being a Ticketed Booking within 14 days of the Ticketing Deadline. Group Bookings: We may need to seek confirmation of cover for any airlines not on our standard supplier list.
- **3.** Curtailment & Repatriation. The costs of flights of a similar standard as originally booked to enable the continuation of a trip that had commenced prior to the Airline Failure.



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4. Ticket Reissues. The scheme includes tickets that are reissued for the same passengers, without any further TPS fee, providing the original ticket was issued under these Terms. Group Bookings: No new TPS fees will be charged even if passenger names within a group are changed, unless the overall Group Booking size is increased.

## E. Definitions

- **1. Travel Innovation Group.** The Travel Innovation Group representing jointly Lime Management Limited and Aviate Management Limited (also trading as Virgin Atlantic Flightstore), both having a registered address at Chester House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, Cheshire, CH65 9HQ.
- 2. Customers. Tour Operators, Travel Agents and Group Organisers. Customers who do not opt into the scheme and therefore do not pay TPS fees are excluded. For the avoidance of doubt Customers, in relation to these terms, do not refer to the individual passenger.
- **3. Ticketed Bookings.** Bookings that have been ticketed (or in the case of ticketless airlines confirmed) and such tickets have been fully paid to the Travel Innovation Group.
- 4. **Group Booking**. A booking for 10 or more passengers (or less in premium cabins) made via our Groups Department and involving the payment of Deposits and Balances and subject to specific Group Booking Terms and Conditions.
- 5. Airline Failure. The airline becoming insolvent or having an administrator appointed and being unable to fulfil the booked flights [Ticketed Bookings].
- 6. Designated Airlines. All airlines for which the Travel Innovation Group offers for sale are included within the TPS scheme (except Excluded Airlines (Category C as denoted, and amended from time to time, in Appendix A) and denoted on the websites with \* symbol).
- **7.** Excluded Airlines. Airlines for which, at the current time, we do not offer TPS (see Appendix A Excluded Airlines Category C).

## F. Terms and Conditions

- The TPS fee is included within the Service Fee. Group Bookings: The TPS fee may be included or detailed separately in Group Booking confirmations.
- 2. The TPS fee is non-refundable in all circumstances.
- **3.** Travel Innovation Group encompasses Ticketed Bookings made with either Aviate Management Limited or Lime Management Limited.
- 4. Customers must opt into the scheme for the entire Designated Airlines' portfolio. TPS is not available on an airline-by-airline or booking-by-booking basis.
- 5. Ticketed Bookings. Applicable to bookings that have been fully paid to the Travel Innovation Group.

Group Bookings: Also includes Deposit Paid and Balance Paid status.



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- 6. Excess. The Customer agrees to an excess deduction of 10% of the fare and taxes for Claims. Group Bookings: Excess deductions also applicable for Deposits and Balances.
- 7. Curtailment & Repatriation. The costs of similar standard flights for the passengers to enable the continuation of travel that had commenced prior to the Airline Failure. Replacement flights must be confirmed with, and booked by, the Travel Innovation Group at its sole discretion of alternative airline / routing.

Cost of replacement flights up to the original cost of fares and taxes plus an extra 20% allowance. We reserve the right to split bookings to enable reasonable onward and return travel.

Group Bookings: We reserve the right to split Group Bookings onto different flights to achieve the most effective outcome. Family parties will be kept together, where possible.

8. Restricted Airlines. The Travel Innovation Group may, at any time, restricted any airline within the scheme (Category B). These will be updated and also notified via an Important Notification email.

Any Ticketed Bookings in Category A already issued prior to an airline becoming a Restricted Airline will remain fully within the scheme and covered by TPS.

Any bookings that have not been ticketed prior to an airline becoming a Restricted Airline will be subject to these restrictions.

**9.** Excluded Airlines. The Travel Innovation Group may, at any time, exclude any airline from the scheme (Category C). These will be updated and also notified via an Important Notification email.

Any Ticketed Bookings already issued prior to an airline becoming an Excluded Airline will remain within the scheme and covered by TPS. Any bookings that have not been ticketed prior to an airline becoming an Excluded Airline will be excluded.

Group Bookings: Should a Group be booked and TPS fee paid, and the airline subsequently becomes an Excluded Airline, we will contact the Group Organiser to discuss options depending on the prevailing booking status and reserve the right to withdraw cover.

- **10. Claims**. The Travel Innovation Group will provide the Customer with a refund within 14 days of itself receiving cleared funds from its third parties.
- **11. Replacement tickets.** On occasions, at the discretion of the airline, the administrator, or the Travel Innovation Group, replacement tickets of similar standard and within reasonable times (+ / 24hrs) of original flights may be offered as an alternative to a financial refund.
- **12. Terms.** The Travel Innovation Group reserves the right to amend these Terms from time to time. Our websites will always display the prevailing Terms, Designated Airlines, Restricted Airlines and Excluded Airlines.

## G. What the Ticket Protection Scheme excludes:

- **1.** Any Ticketed Bookings on the Excluded Airline list (see Appendix A) unless the ticket was issued prior to the airline's exclusion.
- 2. Any Ticketed Bookings on the Restricted Airline list (see Appendix A) that have been issued prior to 14 days before the Ticketing Deadline (otherwise known as the Time Limit). TPS charge remains applicable and protection offered for Curtailment and Repatriation only, as



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## defined.

Group Bookings: Groups are excluded from this clause due to the differences in booking processes and Ticketing Deadline definitions.

- **3.** Any Claims for Inclusive Tour [IT] tickets erroneously sold by the Customer as Seat Only or not included within an ATOL bonded package as per the Package Travel Regulations.
- 4. Service Fees charged by the Travel Innovation Group.
- 5. Any loss arising once the alternative travel arrangements have been completed.
- 6. Any loss arising due to a dispute between you and your passenger. Group Bookings: Includes Group Leader / Organiser.
- 7. Any loss arising due to the disinclination of your passengers to travel or continue travelling.
- 8. Any Claim pursuant to an Airline Failure, where that Airline Failure is directly or indirectly caused by, consequent upon, contributed to, or resulting from any of the following:
  - War (whether before or after the outbreak of hostilities) between any of the following powers: People's Republic of China, France, United Kingdom, The United States of America and the Russian Federation.
  - Nuclear reaction, nuclear radiation or radioactive contamination.
  - Civil commotion assuming the proportions of, or amounting to, a popular rising riot, strikes, lockouts, martial law or the act of any lawfully constituted authority.
- **9.** Any costs for upgrading to alternative flight classes or any differences in services that were not originally booked.
- **10.** Any incidental costs incurred as a consequence of accepting alternative flight arrangements; including, but not limited to, accommodation, taxis, train fares, meals unless exceptionally agreed in advance by the Travel Innovation Group.
- **11.** Costs of Curtailment or Repatriation if the passenger travels against our advice.
- **12.** Any monies outstanding to the Travel Innovation Group.

#### H. Law & Jurisdiction

These Terms are governed by the laws of England and Wales. All parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or matter arising from the Terms.

#### I. Notifications

For all latest updates visit: <u>travelinnovationgroup.com/tps</u>



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# Appendix A

## Airline Categories at 12 March 2024

## Category A:

Full cover whenever a Ticketed Booking (although we recommend ticketing as late as possible for maximum flexibility).

Groups: We may need to seek confirmation of cover for any airlines not on our standard supplier list.

## Category B Restricted Airlines:

Full TPS cover only if a Ticketed Booking is ticketed within 14 days of the Ticketing Deadline. If a Ticketed Booking is ticketed more than 14 days prior to the Ticketing Deadline, then Curtailment and Repatriation clause cover only applicable (and not Claims for refunds). Groups: Group Bookings are excluded from this clause due to the differences in booking processes.

## Category C Excluded Airlines:

Excluded from all cover.

Category A	Category B Restricted Airlines	Category C Excluded Airlines
All airlines not listed in Category B (Restricted Airlines) or C (Excluded Airlines)	Aero Mexico Avianca Cathay Pacific EgyptAir Icelandair Kenya Airways Malaysia Airlines Wideroe Philippine Airlines Ethiopian Airlines EVA Air WestJet	Norwegian Scandinavian Airlines Garuda Indonesia SriLankan Airlines



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