

The Flash Pack Ltd updated their terms and conditions on 31st March 2020, protecting all customers under their Financial Failure Insurance as a response to the Covid pandemic.

Before 31st March, non-EU customers were not protected. [This is the version](#) of The Flash Pack's T&Cs which were present before March 31st. We have copied/ pasted the key parts below.

Furthermore, the insolvency practitioner Fortis has confirmed that [the flow chart](#) (sent to all Flash Pack customers) was agreed to by the merchant acquirer, Checkout.com and the insurer, Towergate.

Please see the [red box in the bottom-left corner](#) where it clearly states that insurance was in place for EU customers only.

## INSOLVENCY PROTECTION

### Flight Inclusive Arrangements:

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 11200, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. **Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to UK customers who book and pay in the United Kingdom.**

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have

bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

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.

#### **Non-Flight Packages:**

The Flash Pack Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations" **EU passengers booking with The Flash Pack Ltd are fully insured** for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of The Flash Pack Ltd. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC.

#### **Claims**

In the unlikely event of Insolvency, you must Inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk) . Please ensure you retain the booking confirmation form as evidence of cover and value.

**Policy exclusions:** This policy will not cover any monies paid for Travel Insurance

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

