

# Code of Conduct

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**This Code, which is binding upon all ABTA Members, has been approved by the Board of Directors.**

**The primary aims of this Code of Conduct are:**

- To ensure that the public receives the best possible service from Members
- To maintain and enhance the reputation, standing and good name of ABTA and its Members

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**This Code of Conduct should be read in conjunction with the following documents, which form an integral part of the Code:**

- *Guidance on the Application of the Code of Conduct, which includes:*
  - *ABTA's Standards on Brochures and Booking Conditions*
  - *ABTA's Standards on Websites and Online Trading*

Further guidance on the application of this Code of Conduct can be obtained from ABTA.

## 1. Before a Booking is made

<p><b>What is this section about?</b> It contains the rules relating to Advertising, Brochures and websites and ensures that all Clients have adequate information to make the right choice of Travel Arrangements.</p>	<p><b>Who does it apply to?</b> Agents and Principals.</p>
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### ABTA Members shall:

#### Accurate Information

- 1A) Make every effort to ensure that accurate information is provided to enable Clients to exercise an informed judgement in making their choice of Travel Arrangements.

#### Brochures and Booking Conditions

- 1B) Ensure that their Brochures and booking conditions comply with ABTA's Standards on Brochures and Booking Conditions. *See Guidance on the Application of the Code of Conduct.*

#### Websites and Online Trading

- 1C) Ensure that their websites and online booking procedures comply with ABTA's Standards on Websites and Online Trading. *See Guidance on the Application of the Code of Conduct.*

#### Advertising

- 1D) Ensure that no Advertising or Promotion or any other publication, whether in writing or otherwise, shall contain anything that is likely to mislead the public. *See Guidance on the Application of the Code of Conduct.*

#### ABTA Logo and Number

- 1E) Show the current ABTA logo and their ABTA number in all Advertising for Travel Arrangements, unless this is impracticable, e.g. on Teletext or where press advertising is in classified run-on form. In these cases the ABTA number must be shown.

#### Agency Agreements

- 1F) When making available Travel Arrangements to a Client via an Agent have a written agency agreement with that Agent which:
- authorises the transaction
  - contains details of whether the ABTA Member making the Travel Arrangements available is doing so in the capacity of a Principal or an Agent or a sub-Agent; and
  - contains details of the arrangements for security for money paid over and, where relevant, for repatriation of the Client in the event of the insolvency of the ABTA Member making the Travel Arrangements available or the insolvency of the actual supplier of the Travel Arrangements.

Where no such security exists this shall be stated in the written agency agreement.

*See Guidance on the Application of the Code of Conduct.*

#### Unfair Advertising

- 1G) Not encourage consumers to make use of travel agents, for example to pick up brochures, without also encouraging them to make a booking with the Agent.

**Accessibility**

- 1H) Ensure that, in accordance with the Equality Act 2010, they
- make reasonable adjustments to the way they deliver their services so that disabled people can use them, and
  - take reasonable steps to tackle physical features of premises that prevent, or make it unreasonably difficult for, disabled people to access their services.

*See Guidance on the Application of the Code of Conduct.*

**Vouchers**

- 1I) Ensure that vouchers (printed or electronic) contain the following statement:  
*This voucher is not covered by ABTA's scheme of financial protection.*

**Savings schemes etc.**

- 1J) Ensure that all advertising or documents issued in relation to a savings scheme, holiday account or any other similar scheme, contain the following statement:  
*Monies paid into this savings scheme are not covered by ABTA's scheme of financial protection.*

**2. Making the Booking**

<p><b>What is this section about?</b> It's about the booking process and it ensures that all Clients are given the correct information relevant to their particular booking.</p>	<p><b>Who does it apply to?</b> Agents and principals.</p>
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**ABTA Members shall:****Suitable Arrangements**

- 2A) Make every effort to ensure that the Travel Arrangements sold to their Clients are compatible with their Clients' individual requirements.

**Booking Procedures**

- 2B) Ensure that satisfactory booking and documentation procedures are followed and, where appropriate, that such procedures are in accordance with the procedures laid down by the Principal. *See Guidance on the Application of the Code of Conduct.*

**Financial Protection**

- 2C) Inform Clients about any financial protection arrangements which apply to money received by the Member whether in connection with a booking or for any other service or arrangement.

**Data Protection**

- 2D) Comply with relevant data protection requirements and ensure that they have in place an effective policy for protecting the privacy of Clients, which shall be available to Clients. *See Guidance on the Application of the Code of Conduct.*

**Booking Conditions**

- 2E) Ensure that their Clients are aware of booking and other published conditions, including Agents' terms of business, applicable to their Travel Arrangements before any contract is made and that all Clients have access to a set of booking conditions in written or other appropriate form. *See Guidance on the Application of the Code of Conduct.*

### Health Requirements

- 2F) Before a contract is made, inform their Clients of health requirements that are compulsory for the journeys to be undertaken. Members must also advise Clients travelling abroad to check recommended practice with their GP, practice nurse or travel health clinic. *See Guidance on the Application of the Code of Conduct.*

### Passport and Visa Information

- 2G) Before a contract is made, advise their Clients of passport, visa and other entry and transit requirements for the journeys to be undertaken where it is reasonably practicable for the Members to obtain this information. In other cases, Members shall offer Clients reasonable assistance in obtaining such information. Members should also inform their Clients that passport and visa requirements can change before departure and that they should regularly familiarise themselves with the requirements. *See Guidance on the Application of the Code of Conduct.*

### FCO Advice

- 2H) Before a contract is made, advise their Clients of the availability of any advice issued by the Foreign & Commonwealth Office. This can be viewed at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) *See Guidance on the Application of the Code of Conduct.*

### Building Works

- 2I) Ensure that all prospective Clients are alerted to any building works which may reasonably be considered to seriously impair the enjoyment of Travel Arrangements and provide them with accurate information about the extent of the building works. *See Guidance on the Application of the Code of Conduct.*

### Insurance - Availability

- 2J) Before a contract is made, draw their Clients' attention to the advisability of obtaining travel insurance. *See Guidance on the Application of the Code of Conduct.*

### Insurance - Suitability

- 2K) Ensure that any insurance policy issued to a Client is appropriate for the Client's requirements in relation to the nature of travel booked and any hazardous activities that may be undertaken that are known to the Member. *See Guidance on the Application of the Code of Conduct.*

### Insurance - Disclosure

- 2L) Ensure that Clients are aware of the need to comply with the insurance company's requirements and of their duty to disclose to the insurance company all relevant information, e.g. pre-existing illness.

### Insurance - Documentation

- 2M) Ensure that Clients are given, without delay, a document showing the effective start date of cover, the premium paid and the insurance company's name, address and reference number. Principals should provide full written details of cover with the confirmation invoice, or where there is insufficient time to issue a confirmation, provide this to Clients with tickets and documentation provided at the point of departure. *See Guidance on the Application of the Code of Conduct.*

### Insurance – Terms of Business

- 2N) Ensure that they make prompt sales and other financial returns to the insurance provider as required under any agreement with them.

**Ticket on Departure**

- 2O) Not impose a charge for the provision of a ticket on departure more than 14 days before the date of departure unless they can show that other means of distribution were not practicable.

**Statement for Receipts and Invoices**

- 2P) Ensure that they include the following statement in a prominent position on all receipts and confirmations issued by them:

*Important Notice. This is an important document. You should retain this as you will need it if your travel arrangements are protected under a scheme of financial protection and you need to make a claim.*

**Dispatch of Documents**

- 2Q) Issue and pass on the correct receipts, confirmations, tickets and other relevant documents relating to the Travel Arrangements booked as soon as reasonably practicable. Tickets, unless required to be sent out immediately, must be with Clients a reasonable time before departure. *See Guidance on the Application of the Code of Conduct.*

**Sale of flights on airlines included on the Air Safety List**

- 2R) Before they sell Travel Arrangements to a Client that includes a flight on the EU Air Safety List, inform the Client that the airline is on that list. *See Guidance on the Application of the Code of Conduct.*

**3. Between Booking and Travel**

<p><b>What is this section about?</b> It deals with the conduct of ABTA Members in the period before departure and ensures that changes in this period are correctly dealt with.</p>	<p><b>Who does it apply to?</b> The obligations are on Principals but Agents should be aware of their Clients' rights and of the requirements in 3C to inform Clients of alterations.</p>
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**ABTA Members shall:****Cancellation by Principals**

*See Guidance on the Application of the Code of Conduct.*

- 3A) Not cancel Travel Arrangements after the balance due date unless it is necessary to do so as a result of Force Majeure, or unless the Client defaults in payment of the balance.

**Clients' Options on Cancellation**

- 3B) If they are Principals who cancel previously confirmed Travel Arrangements, inform Agents and direct Clients without delay and offer Clients the choice of:
- i) alternative Travel Arrangements if available; or
  - ii) a full refund of all monies paid. Such refunds shall be sent to Agents and direct Clients without delay.

**Notification of Alterations**

- 3C) Inform their Clients without delay when they are advised of any alterations to Travel Arrangements, including any alterations to passport, visa and/or other entry and transit requirements that the Member is aware will affect the Travel Arrangements to be undertaken, and Agents shall act as intermediaries between their Principals and Clients in any subsequent negotiations.

### Significant Alterations by Principals

*See Guidance on the Application of the Code of Conduct.*

- 3D) Not make a significant alteration to Travel Arrangements less than 14 days before the departure date of the Travel Arrangements unless it is necessary to do so as a result of Force Majeure.

### Clients' Options on Significant Alterations

- 3E) If they are Principals who make a significant alteration to previously confirmed Travel Arrangements, inform Agents and direct Clients without delay and offer Clients the choice of:
- i) accepting the alteration; or
  - ii) cancelling the Travel Arrangements and receiving a full refund of all monies paid. Such refund shall be sent to Agents and direct Clients without delay; or
  - iii) alternative Travel Arrangements of comparable standard, if available.

### Compensation for Cancellation or Alterations

- 3F) If they are Principals who cancel or make a significant alteration to previously confirmed Travel Arrangements for reasons other than Force Majeure on or after the balance due date, offer Clients reasonable compensation, in addition to the requirements in 3B or 3E. Such compensation may be offered in accordance with a rising scale of payments calculated so that the nearer to the time of departure that the alteration occurs, the higher the level of compensation to be paid.

### Cancellation or Amendment Invoices

- 3G) Issue any cancellation or amendment invoice as soon as reasonably practicable.

### Overbooking

- 3H) Take all reasonable steps to ensure that Travel Arrangements are not cancelled or altered as a result of overbooking. *See Guidance on the Application of the Code of Conduct.*

### Building Works

- 3I) If they are Principals who become aware or ought reasonably to have become aware of building works which may reasonably be considered to seriously impair the enjoyment of Travel Arrangements, notify Clients of the situation without undue delay, provide them with accurate information about the extent of the building works and offer them the opportunity to transfer to alternative Travel Arrangements. Where the alternative constitutes a significant alteration to the Travel Arrangements in line with 3E above, the provisions of that clause are to be followed.

### Surcharges

- 3J) When selling Packages, comply with the Package Travel Regulations 1992, including the rule against surcharging inside 30 days of departure and the obligation to absorb an amount equal to 2% of the holiday cost. Information for Members can be found in the *Business Support Manual*, including the procedure for notifying ABTA of proposed surcharges.

## 4. After Departure

<p><b>What is this section about?</b> This section deals with the conduct of ABTA Members once Travel Arrangements have commenced. It contains the rules relating to changes to Travel Arrangements and contact details and assistance if something goes wrong.</p>	<p><b>Who does it apply to?</b> Principals.</p>
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### ABTA Principals shall:

#### Alterations or Cancellations

- 4A) Where they make a significant alteration to or cancel a contract for Travel Arrangements after departure, ensure that suitable alternative arrangements are made at no extra cost to Clients. *See Guidance on the Application of the Code of Conduct.*

#### Package Arrangements

- 4B) With regard to Packages, where it is impossible to make suitable alternative arrangements or where these are not accepted by Clients for good reason, provide Clients, where appropriate, with equivalent transport back to the place of departure or to another place to which Clients have agreed.

#### Compensation

- 4C) Where appropriate, compensate Clients. *See Guidance on the Application of the Code of Conduct.*

#### Contact Numbers

- 4D) Provide contact details so that Clients can contact them during their stay. This should be the name, address and phone number of their representative in the area, or, if there is no representative, of an agency on whom Clients in difficulty can call, or, if there is none, a phone number or other information to contact the Principal.

#### Additional Assistance

- 4E) Where appropriate and subject to their reasonable discretion, provide prompt assistance to Clients in difficulty.

## 5. Communications between Members and Consumers and ABTA

<p><b>What is this section about?</b> It contains the rules relating to the timescales for responding to correspondence as well as dispute handling and the ABTA Arbitration Scheme and ensures that complaints are well handled.</p>	<p><b>Who does it apply to?</b> Agents and principals.</p>
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### ABTA Members shall:

#### Confidentiality

- 5A) Treat all transactions and communications with Clients as confidential.

#### Correspondence with Clients

- 5B) Deal with all correspondence with Clients as promptly as possible and, in any event, within the following time

limits:

- i) an acknowledgement shall be sent not later than 14 days from the date of receipt of correspondence and
- ii) a detailed reply, or a reply containing a detailed explanation for any delay, shall be sent not later than 28 days from the date of receipt of correspondence.

See *Guidance on the Application of the Code of Conduct*.

### Correspondence with ABTA

- 5C) Ensure that, where ABTA requires a response to correspondence within a specified period, such response is sent within that period. See *Guidance on the Application of the Code of Conduct*.

### Dealing with Disputes

- 5D) Make every reasonable effort to reach a speedy solution in the event of a dispute with a Client. Members must also deal with a Client's formally appointed representative in the same way.

### Agents' Responsibilities

- 5E) If they are an Agent, make every reasonable effort to deal with complaints of a minor and general character with a view to avoiding recourse to Principals. When complaints are of such a nature that reference to the Principal is necessary, they shall use their best endeavours acting as an intermediary to bring about a satisfactory conclusion.

### ABTA Arbitration

- 5F) Allow any dispute arising out of an alleged breach of contract or negligence by them to be referred to the arbitration scheme arranged by the Board of Directors. It shall be subject to such time, financial and other restrictions as from time to time shall apply. See *Guidance on the Application of the Code of Conduct*.

### Rules of ABTA Arbitration

- 5G) Comply with the terms, rules and regulations of the Arbitration Scheme referred to in clause F above.

## 6. General Conduct

<p><b>What is this section about?</b> The general conduct of ABTA Members in areas that are not covered more specifically elsewhere in this Code of Conduct.</p>	<p><b>Who does it apply to?</b> Principals in respect of all but 6F. Agents in respect of all but 6I.</p>
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**ABTA Members shall:**

### Standard of Service

- 6A) Maintain a high standard of service to Clients.

### Fair Trading and Disrepute

- 6B) Trade fairly; and responsibly; and not conduct their business in any manner that would bring ABTA or its Members into disrepute. See *Guidance on the Application of the Code of Conduct*.

### Compliance with the Law

- 6C) Comply with all relevant statutory and regulatory requirements.

**Awareness of this Code**

6D) Ensure that they and their staff are familiar with the provisions of this Code of Conduct.

**Misrepresentation of ABTA Membership**

6E) Not, directly or indirectly, represent a non-ABTA member as a Member in any way. Members must also not permit or assist in any way a non-ABTA member to represent itself as a Member.

**Public Notices**

6F) If they are Agents, display in a prominent position at each of their offices which is open to the public, their certificate of membership currently in force and an ABTA information notice in such form as the Board of Directors may from time to time approve but which shall include the words: *We act as agent only for selected operators*. The current form of notice can be seen on the ABTA website.

**Payment of Debts**

6G) Settle all debts due without delay or within any period agreed with the creditor. A continued failure to do so shall constitute prima facie evidence of an inability to meet liabilities under Article 12(1) of the Articles of Association.

**Client Refunds**

6H) Apply for and forward to clients any applicable refund without delay. *See Guidance on the Application of the Code of Conduct.*

**Liability Insurance**

6I) If they are Principals, ensure that they obtain liability insurance to cover claims made by clients. They shall ensure that evidence that liability insurance has been obtained is supplied to ABTA within 28 days of the commencement of such insurance policy by either completing the Liability Insurance Notification form or by confirmation from their insurance broker. Acceptance by ABTA of such evidence is not an acceptance by ABTA of the adequacy of such insurance. *See Guidance on the Application of the Code of Conduct.*

**Business Support**

6J) Accurately complete and return monitoring checklists as requested and comply with requests made by ABTA in connection with the checklists.

**7. Compliance with this Code of Conduct**

<p><b>What is this section about?</b> This section deals with how compliance with this Code of Conduct is enforced.</p>	<p><b>Who does it apply to?</b> Agents and principals.</p>
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**Investigation and Enforcement**

7A) ABTA Members shall co-operate in any investigation undertaken by ABTA into an alleged breach of this Code of Conduct and follow the following procedures for investigation and enforcement:

**Allegations of Infringement**

7B) If any infringement of this Code is alleged against a Member, the facts shall be reported to ABTA for preliminary investigation.

### Provision of Information

- 7C) The Member against whom the allegation has been made shall provide, at the request of ABTA, such further information or documents as may be required within such a period as may be specified.

### Fixed Penalty Offences

- 7D) Where ABTA, after due investigation, has reason to believe that a Member has committed a fixed penalty offence as set out below, ABTA may issue the Member with a fixed penalty notice.

The following breaches of this Code by a Member constitute a fixed penalty offence and attract a fine of £400, which may be varied by the Board of Directors from time to time:

- 1 B, C, E
- 2 O, Q
- 3 G, J
- 5 B, C
- 6 F, G, H

ABTA has at all times the discretion to issue a warning or require an undertaking regarding future conduct or to refer directly to the Code of Conduct Committee all alleged breaches of this Code including breaches of this Code which would normally constitute a fixed penalty offence.

### Dealing with Fixed Penalty Notices

- 7E) Where ABTA issues a fixed penalty notice the Member may:
- (a) pay the fine within 14 days as set out in the fixed penalty notice; or
  - (b) request in writing to ABTA that the matter be referred to the Code of Conduct Committee.

### Reference to the Code of Conduct Committee

- 7F) Where the Member fails to pay the fine within the specified period, or requests the matter be referred to the Code of Conduct Committee, or fails to respond to the fixed penalty notice, ABTA shall refer the matter to the Code of Conduct Committee. ABTA shall not refer the matter to the Code of Conduct Committee until the period specified in the fixed penalty notice has expired. The Code of Conduct Committee may impose a penalty higher than the £400 imposed by the fixed penalty notice.

### Warnings

- 7G) Where ABTA, after due investigation, has reason to believe that the facts alleged against the Member constitute infringement of this Code, ABTA may, at its discretion, issue the Member with a warning as to its future conduct. Where the Member refuses to accept a warning, the Secretariat shall refer the matter to the Code of Conduct Committee.

### Failure to heed Warnings

- 7H) Where ABTA, after due investigation, has reason to believe that the Member has committed the same or similar offences as those for which the Member had received a warning within the previous two years, the Secretariat may either require the Member to give an undertaking or refer the matter to the Code of Conduct Committee.

### Undertakings

- 7I) Where ABTA, after due investigation, has reason to believe that the facts alleged against the Member constitute infringement of this Code, ABTA may, at its discretion, require the Member to give to ABTA

undertakings as to its future conduct. Where the Member refuses to give such undertakings the Secretariat shall refer the matter to the Code of Conduct Committee.

#### **Breach of Undertakings**

- 7J) Where ABTA, after due investigation, has reason to believe that the facts alleged against the Member constitute a breach of an undertaking given by a Member ABTA shall refer the matter to the Code of Conduct Committee.

#### **Procedure for Reference to the Code of Conduct Committee**

- 7K) Where ABTA, after due investigation, has reason to believe that the facts alleged against the Member constitute infringement of this Code, the facts may be submitted to the Code of Conduct Committee who shall give the Member at least 14 days' notice in writing of the time and place of hearing of the complaint. The Member shall be entitled to make representations at the hearing either personally (with or without legal representation) or in writing.

#### **Decisions of the Code of Conduct Committee**

- 7L) The Code of Conduct Committee shall have the power to impose a reprimand, warning or a fine or to suspend or terminate membership of ABTA or to require the Member to provide an undertaking in a form determined by the Code of Conduct Committee. The decision of the Code of Conduct Committee shall be notified to the Member, who shall have the right, exercisable within 14 days after the service of the notice upon him, to appeal to the Appeal Board against such decision.

If the Member does not appeal, then at the expiration of the 14-day period, he shall be liable to sustain the reprimand or warning, provide the undertaking or pay the fine or his membership of ABTA shall be suspended or terminated.

#### **Appeals**

- 7M) The Appeal Board shall be constituted in accordance with Article 13 of the Articles of Association. A member wishing to appeal shall complete the Notice of Appeal and send this to ABTA along with the required appeal fee.

If the decision appealed against is a fine, the Member shall also enclose payment of the fine. If the appeal is successful the Association shall repay the fine, or any part thereof deemed refundable by the Appeal Board, to the Member together with interest thereon at a rate to be decided from time to time by the Board of Directors.

If the decision appealed against is a reprimand, warning, undertaking, suspension or termination of membership, the decision shall not take effect unless and to the extent that it is confirmed or varied by the Appeal Board.

The Member will be given at least 14 days' notice of the date of the appeal hearing. The Appeal Board shall determine the appeal as it sees fit. The decision will be notified to the appellant in writing and will then be communicated to the Board of Directors.

#### **Publication of Decisions**

- 7N) The Board of Directors shall arrange for decisions of the Code of Conduct Committee and the reasons therefore to be published.

## 8. Definitions

For the purposes of this Code of Conduct, definitions are as follows:

ABTA:	ABTA Ltd.
Advertising:	a means of promoting Travel Arrangements by any printed, viewable, audible or other form.
Agent:	a Member or other person, company or firm when carrying on business as an agent for a Principal.
Appeal Board:	A body established by the Board of Directors, under Article 13 of the Articles of Association, to determine appeals and comprising at least one person from the following categories: a solicitor or barrister of not less than 10 years' standing; a person having no financial interest in, or business connection with, the travel industry; and a Member unconnected with the case under appeal.
Articles of Association:	ABTA's Articles of Association.
ATOL Regulations:	The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.
Board of Directors:	ABTA's Board of Directors.
Brochure:	a communication in any printed, viewable, audible or other form which specifies the contents of Travel Arrangements offered by a Member in sufficient detail to allow a Client to reliably book the Travel Arrangements without obtaining additional information from the Member.
Client:	a person, company or firm acting in a personal or business capacity who is a consumer or prospective consumer of the Travel Arrangements offered by a Member.
Code of Conduct Committee:	A Committee, established by the Board of Directors under Article 11 of the Articles of Association, to exercise its powers of administering or enforcing this Code of Conduct.
Force Majeure:	circumstances where performance and/or prompt performance of the contract is prevented by reasons of unusual and unforeseeable circumstances beyond the control of the Principal, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances include war or threat of war, riot, civil strife, industrial dispute (as defined below), terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.
Industrial Dispute:	a dispute which affects the services to be provided under a Package which the Principal cannot reasonably be expected to overcome by substituting comparable alternative arrangements other than a dispute between the Principal and his employees.

Member:	a Member of ABTA.
On-line:	websites (which term shall include individual web pages) and electronic or digital media accessible by consumers, including software, whether or not a live communication link is established.
Package:	a pre-arranged combination of at least two of the following three components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation: <ul style="list-style-type: none"><li>a) transport;</li><li>b) accommodation;</li><li>c) other tourist services not ancillary to transport or accommodation and forming a significant part of the package.</li></ul>
Principal:	a Member or other person, company or firm who enters into a contract with, or who holds himself out as being able to enter into a contract with, the Client under which he agrees to supply Travel Arrangements.
Promotions:	activities designed to stimulate the sale or purchase of Travel Arrangements offered by a Member by means other than Advertising as defined above.
Travel Arrangements:	all services sold by or on behalf of Members including, but not exclusively, transport services, accommodation services, other travel services and Packages as defined above.

# Principal's Liability Insurance Notification Form

FOR ALL MEMBERS WITH RELEVANT PRINCIPAL/TOUR OPERATOR BUSINESS

NAME OF MEMBER: ..... ABTA NO: .....

ADDRESS: .....

**This form must be completed and sent to ABTA every year, as evidence of compliance with clause 6I of the Code of Conduct. Please note that employer's liability insurance cover is not sufficient for this purpose.**

- ✓ complete section A then
- ✓ provide a copy of your policy and certificate of insurance OR
- ✓ ask your insurer/broker to complete section B and return the form to ABTA

## SECTION A THE MAIN POLICY DETAILS

To be completed by ABTA Member

Name of Insurer: .....

Policy Number: .....

Certificate Number (where applicable): .....

Period of Cover: From ..... To: .....

Name of Insurance Broker (if applicable): .....

I hereby certify that the insurance policy detailed above, indemnifies me/us in respect of legal liability arising from my/our business as a Tour Operator/Principal, including liability as an Organiser as defined in The Package Travel, Package Tours and Package Holidays Regulations 1992.



NB Standard policies may contain exclusions, which mean that they do not fully cover your liability as an Organiser; for example, an exclusion of liability arising from the use of motor vehicles, ships and aircraft. Please tick this box to confirm that you are fully covered. This can be done by ensuring that your policy contains an adjustment for this exclusion or by purchasing an additional policy.

Name: .....

Email: .....

Contact No: .....

Signature: ..... Date: .....

Continued....

**SECTION B INSURER/INSURANCE BROKER DECLARATION**

To be completed by insurer/broker

We (full name of Insurer/Insurance Broker).....

of (address) .....

.....  
hereby certify that the insurance policy detailed in Section A indemnifies

..... (name of ABTA Member)

in respect of legal liability arising from their business as a Tour Operator/Principal, including liability arising as an Organiser as defined in The Package Travel, Package Tours and Package Holidays Regulations 1992.

This is in respect of the ABTA Member's obligation under Clause 61 of the ABTA Code of Conduct which states that ABTA Members shall, "If they are Principals, ensure that they obtain liability insurance to cover claims made by clients. They shall ensure that evidence that liability insurance has been obtained is supplied to ABTA within 28 days of the commencement of such insurance policy by either completing the Liability Insurance Notification form or by confirmation from their insurance broker. Acceptance by ABTA of such evidence is not an acceptance by ABTA of the adequacy of such insurance."

Name: .....

Email: .....

Contact No: .....

Signature: .....

Date: .....

PLEASE SEND TO:

MEMBERSHIP DEPARTMENT, ABTA, 30 PARK STREET, LONDON SE1 9EQ. FAX: 020 3117 0581, EMAIL: [membership@abta.co.uk](mailto:membership@abta.co.uk)