



VOISIN LAW

Travel in and out of Jersey is now a near impossibility: passenger ferries are suspended until the end of April and there are significant restrictions concerning who may use the sole remaining flight service operating out of Jersey. Travellers understandably want clarity on what their rights are when seeking a refund or other remedy.

### **ABTA/ATOL Protection**

If your trip is a “*package holiday*” booked via a UK-based travel company, you will be entitled to ABTA/ATOL protection.

To be a “*package holiday*” the travel company must have combined at least two “*travel services*” (such as transport or accommodation) and charged a single or inclusive price for these services. If your trip is a “*package holiday*” and ABTA/ATOL protected, you should have been informed of this when booking. This confirmation will either take the form of an email or letter setting out the details of the travel company and how your money is protected (if your holiday does not include a flight) or an ATOL certificate (if your holiday does include a flight).

If your trip enjoys ABTA/ATOL protection and has been cancelled, you are entitled to a full refund within 2 weeks of cancellation. In practice, this is not occurring. ABTA has noted that many travel companies simply do not have the cash reserves on hand to reimburse their customers within the 2 week window. Many travel companies are offering to postpone or rebook holidays or provide a “*Refund Credit Note*” or voucher to use at a later date.

You are entitled to a full cash refund and are under no obligation to rebook or to accept a “*Refund Credit Note*” or a voucher. If, however, you choose to rebook or accept a “*Refund Credit Note*”, the ABTA/ATOL protections will continue and your money will be protected in the event that the travel company fails financially.

ABTA/ATOL protections do not apply to vouchers and your money will not be protected should the travel company become insolvent. Vouchers and “*Refund Credit Notes*” may include expiration dates, after which the voucher or “*Refund Credit Note*” will become worthless.

If you have a package holiday organised for later this year which has not been cancelled, the situation is different. If you decide to cancel your trip of your own volition and prior to any announcement by the travel company, you will be charged the travel company’s usual cancellation charges. Most travel insurance policies will not cover the cancellation charges.

### **Flights**

If your flight arrives in or departs from an EU country (or the UK, Iceland, Norway or Switzerland), you are protected by EU regulations. This remains the case for the moment despite Brexit. If your flight was cancelled by the airline, you are entitled to either a full cash refund or may request that the airline re-organises your trip so that you may travel to your destination.



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Many airlines are offering vouchers or credit notes. Whilst this is permissible under the relevant EU regulations, you are under no obligation to accept these and, unlike with the “*Refund Credit Notes*” referred to above, your money will not be protected should the airline fail financially. These vouchers and credit notes will include expiration dates.

There are reports that individual airlines are making it difficult to claim or obtain a cash refund. You should contact the airline directly over the phone or in writing. Given the high demand airlines are currently facing, persistence is likely to be key in obtaining a cash refund.

If your flight did not depart from or arrive in an EU country, you will not be protected by the EU regulations. You should refer to the terms and conditions of the individual airline and your travel insurance to see what remedies exist.

If you have a flight booked for later this year which has not been cancelled by the airline and decide to cancel your flight, you will incur the usual cancellation charges. Most travel insurance policies will not cover these charges.

## Ferries

The EU regulations referred to above also apply to journeys made by ferries which depart from or arrive in EU member states.

Accordingly, if your ferry has been cancelled, you are entitled to a cash refund. Whilst they may offer to rebook or provide a voucher, you can insist on a cash refund.

If your ferry is booked for later this year and has not yet been cancelled, you will incur cancellation charges should you decide to cancel. These charges will likely not be covered by your travel insurance.

## Travel Insurance

You may have incurred additional costs aside from your flight or ferry (such as hotels, transfers or excursions). These costs may be recoverable under your travel insurance.

Your insurance provider will expect you to have attempted to recoup as many of your losses as possible. As a first step you should attempt to obtain a refund from the relevant business (such as your hotel). If these businesses will not offer a refund, you should check whether your travel insurance will cover your losses. This will depend on the terms of your insurance policy.

If you decide to cancel your flights of your own volition, your travel insurance will likely not cover your consequential losses (e.g. hotels) arising from the cancellation.

For further information or specific advice, please do not hesitate to contact us at [mail@voisinlaw.com](mailto:mail@voisinlaw.com).