

Guarantee scheme for travel packages, linked travel arrangements and individual travel services

Version 1.0, 2 September 2019

VZR Garant provides travellers with compensation if a tour operator is unable to supply the travel service booked (in full and/or on time) due to financial insolvency. This guarantee scheme document sets out whether you can claim under the VZR Guarantee and, if you can, what you are entitled to.

In this document, we use the following terms:

<i>Guarantee</i>	the guarantee that VZR Garant provides to travellers.
<i>Guarantee Scheme</i>	this scheme.
<i>Maximum Deposit</i>	the maximum percentage of 50% of the booking amount (including VAT) that a Tour Operator is allowed to require from the traveller as a deposit up to six months in advance of the Travel Service commencing.
<i>Travel Service</i>	a travel package agreement, linked travel arrangement or contract for one or more individual travel services entered into with you, as defined by the Dutch Civil Code (section 7:500—7:513d).
<i>Tour Operator</i>	the organisation from which you have purchased a Travel Service and that is a participant in the VZR Garant scheme.
<i>Booking Amount</i>	the fee you pay or have paid for the Travel Service.
<i>VZR Garant</i>	VZR Garant Onderlinge Verzekeringen U.A., which has its registered office in Eindhoven (Netherlands) and is listed in the commercial register of the Chamber of Commerce under number: 75266725.

The terms used in the original Dutch version of this Guarantee Scheme correspond with the legal definitions as specified in Title 7A of Book 7 of the Dutch Civil Code.

Article 1 – When does the Guarantee apply?

1.1 You can make a claim under the Guarantee if your Tour Operator is unable to supply the Travel Service (in full and/or on time) due to financial insolvency. Financial insolvency exists if one of the following situations, among others, applies:

- a) an application for the liquidation of the Tour Operator has been made;
- b) the Tour Operator or its shareholder takes the decision to file a winding-up petition or to apply for a provisional suspension of payment;
- c) the Tour Operator's assets are seized under a warrant of execution and this is not revoked within four weeks;
- d) a request for application of the procedures for the debt restructuring scheme is submitted for the Tour Operator.



- 1.2 The Guarantee applies for Travel Services in respect of which it is stated on the invoice that the Guarantee applies and in respect of which the Tour Operator does not act as a reseller, in accordance with art. 7:500 of the Dutch Civil Code.
- 1.3 The Guarantee only applies to Travel Services contracted on a date on which the Tour Operator was a participant in the VZR Garant scheme.

Article 2 – What does the Guarantee involve?

- 2.1 If the Travel Service has not yet been benefited from, VZR Garant will ensure that you receive back the Booking Amount already paid for the Travel Service, or that the Travel Service is still performed. VZR Garant decides which of the two options shall apply.
- 2.2 VZR Garant may offer you a replacement Travel Service, with an additional payment to be made or reimbursement to be received if the replacement Travel Service differs in price. You are free to turn this down, unless the replacement Travel Service will not lead to a significant change in respect of the Travel Service entered into by you.
- 2.3 If the Travel Service has already been partly benefited from, VZR Garant will ensure that the remaining part of the Travel Service is still performed, or that the Booking Amount paid is reimbursed on a pro rata basis.
- 2.4 In the event of the Travel Service including passenger transport and the Guarantee is required by law to apply to the Travel Service, VZR Garant will also arrange for repatriation to the starting point of the Travel Service and, if necessary, for accommodation pending repatriation and will pay for the costs thereof.
- 2.5 The Guarantee is limited to EUR 12,500 per traveller, per potential loss event.
- 2.6 There shall be no entitlement to payment if another party has covered the loss/damage to which the Guarantee applies, or is obliged to cover it.
- 2.7 The Guarantee shall not serve to reimburse:
 - a) monies paid to the Tour Operator after VZR Garant made known on its website that the Tour Operator involved was financially insolvent;
 - b) monies paid in advance contrary to the Maximum Deposit;
 - c) monies voluntarily paid in advance to the Tour Operator;
 - d) vouchers and traveller's cheques that did not result in a Travel Service; and
 - e) insurance premiums, policy fees, credit card costs, amendment fees, visa fees and similar costs that are not a part of the Booking Amount.

Article 3 – How do you claim under the Guarantee?

- 3.1 You must submit any claim under the Guarantee to VZR Garant as soon as possible but in any case within three months of VZR Garant making it known on its website that the Tour Operator involved has become financially insolvent, sending your claim by email (info@vzr-garant.nl) or by post (VZR Garant, Torenallee 20, 5617 BC Eindhoven, Netherlands).



3.2 In order to make a claim under the Guarantee, you must send the following documents to VZR Garant:

- a) the travel contract with the Tour Operator or the booking confirmation, and;
- b) the invoice on which it is stated that the Guarantee applies, and;
- c) proof of payment of the invoice (bank statement), and;
- d) in the case of passenger transport: a copy/photo of any travel documents, such as travel tickets and the like.

3.3 Your entitlement under the Guarantee shall expire if the claim is not submitted to VZR Garant within the time limit and in the way described under paragraphs 3.1 and 3.2.

3.4 At VZR Garant's request, you must provide all other information that could be important in determining VZR's rights and obligations and for performing the planned Travel Service or the alternative Travel Service as soon as possible.

3.5 If you do not submit a complete claim or do not sufficiently cooperate in providing the required supplementary information, even after you have been given a period of four weeks in which to comply, your entitlement to the rights derived from the Guarantee Scheme shall expire.

3.6 Any claim against VZR Garant under the Guarantee Scheme is non-transferable and cannot be encumbered.

Article 4 – Concluding provisions

4.1 Your claims against the Tour Operator are passed by way of subrogation to VZR Garant after VZR Garant has paid the Booking Amount back to you (on a pro rata basis), or the Travel Service or repatriation has been performed. You are obliged to cooperate in this at VZR Garant's first request at the risk of forfeiting the Guarantee.

4.2 VZR Garant shall at all times be entitled to make changes to the Guarantee Scheme. The changes shall apply to all Travel Services entered into after the new version of the Guarantee Scheme has been made available through VZR Garant's website.

4.3 The Guarantee is governed by Dutch law, unless this is contrary to mandatory law.

4.4 Any disputes between you and VZR Garant shall be brought before the Court of Oost-Brabant, the competent court for the region in 's-Hertogenbosch, unless this is contrary to mandatory law.

