

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

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VZR Garant provides Customers with compensation if a Tour Operator is unable to supply the Service (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 you.
<i>Guarantee Scheme</i>	this scheme.
<i>Service</i>	a/an: a) travel package agreement, or; b) contract for a travel service which is part of a linked travel arrangement, or; c) agreement for one or more individual travel services (excluding agreements relating only to air transport) entered into with you.
<i>Tour Operator</i>	the organisation from which you purchased the Service and that is a participant in the VZR Garant scheme.
<i>Booking Amount you / Customer</i>	the fee you pay or have paid for the Service. the person who purchased the Service from the Tour Operator: a) with the exception of intermediaries, resellers and other persons for whom trading is their profession or business; b) via an intermediary acting in the name of this person or in the name of the Tour Operator.
<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.

Any other 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. In the event of any differences between the Guarantee Scheme in Dutch and this English translation, the Dutch text shall prevail.

Article 1 – When does the Guarantee apply?

- 1.1 You can make a claim under the Guarantee if the Tour Operator is unable to supply the Service (in full and/or on time) due to financial insolvency. Financial insolvency exists if one of the following situations applies:
- liquidation of the Tour Operator has been ordered;
 - (provisional or otherwise) suspension of payments has been granted in respect of the Tour Operator;
 - the Tour Operator's assets have been seized under a warrant of execution not initiated by you and not revoked within four weeks;
 - the debt restructuring scheme is declared to apply to the Tour Operator.





- 1.2 The Guarantee applies only to Services in respect of which it is stated on the booking confirmation and the invoice that the Guarantee applies and in respect of which the Tour Operator is not acting as a reseller.
- 1.3 If Services are purchased from the Tour Operator through an intermediary, the Guarantee shall only apply if the intermediary acts in your name or in the name of the Tour Operator – as a result of which an agreement is entered into between you and the Tour Operator. In that case, VZR Garant's Guarantee shall extend only to those Services purchased from the Tour Operator.
- 1.4 An intermediary who purchases Services from the Tour Operator in his own name (hereinafter referred to as 'the Trader') has no entitlement to the Guarantee, unless VZR Garant has given the Tour Operator prior written consent to sell Services to the Trader named in the consent document with application of the Guarantee. Please contact VZR Garant to obtain such consent. VZR Garant's Guarantee extends only to those Services purchased from the Tour Operator.
- 1.5 The Guarantee applies only to Services purchased while the Tour Operator is a member of VZR Garant.
- 1.6 The Guarantee does not apply to Services purchased on the basis of a general business travel agreement between you and the Tour Operator.

Article 2 – What does the Guarantee involve?

- 2.1 If the Service has not yet been received, VZR Garant will ensure that you receive back the Booking Amount already paid for the Service, or that the Service is still performed. VZR Garant decides which of the two options shall apply.
- 2.2 VZR Garant may offer you a replacement Service, with a reimbursement made by VZR Garant or additional payment made by you if required, if the replacement Service differs in price. You are free to turn this replacement Service down, unless the replacement Service will not lead to a significant change in respect of the agreed Service.
- 2.3 If the Service has already been partly received, VZR Garant will ensure that the remaining part of the Service is still performed, or that the Booking Amount paid is reimbursed on a pro rata basis.
- 2.4 In the event of the Service including the carriage of passengers and the Guarantee is required by law to apply to the Service, VZR Garant will also arrange for repatriation to the starting point of the 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) deposits in excess of 10% of the Booking Amount if made more than twelve months prior to commencement of the Service. In the event of multiple deposits, this shall apply if the sum of the deposits exceeds 10% of the Booking Amount;
- c) deposits in excess of 50% of the Booking Amount if made more than three months prior to commencement of the Service. In the case of multiple deposits, this applies if the sum of the deposits exceeds 50% of the Booking Amount;
- d) monies voluntarily paid to the Tour Operator in advance;
- e) coupons and traveller's cheques that did not result in a Service, as well as any credit balances or vouchers allocated to you by the Tour Operator. The Guarantee does, however, apply to vouchers issued by the Tour Operator in accordance with an applicable management decision regarding a 'Temporary Voucher Scheme' published by VZR Garant on its website. The conditions of the Guarantee Scheme as well as the conditions included in the Temporary Voucher Scheme shall apply in this case. The conditions set out in the Temporary Voucher Scheme and deviating from the Guarantee Scheme shall prevail;
- f) administrative costs, cancellation charges, insurance premiums, policy fees, credit card costs, amendment fees, interest charges, visa fees and similar costs that are not a part of the Booking Amount;
- g) any refund of the Booking Amount (or part thereof) owed by the Tour Operator if the Service is cancelled by the Customer;
- h) discounts on the Booking Amount given to you by the Tour Operator;
- i) VAT paid that has been or can be deducted from the Customer's VAT return. This is presumed to be the case if the Customer is a legal entity or a natural person acting in the course of his/her profession or business.

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 two 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 registered post (VZR Garant, Torenallee 20, 5617 BC Eindhoven, Netherlands).

3.2 Any claims that are incomplete or not received by VZR Garant after this period will not be processed.

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

- a) the fully completed claim form provided by VZR Garant, and;
- b) the agreement with the Tour Operator (or the booking confirmation) indicating which Service was purchased and at what price and that the Guarantee applies, and;
- c) the invoice on which it is stated that the Guarantee applies, and;
- d) proof of payment of the invoice (bank statement), and;
- e) if the payment was made by credit card (or PayPal): proof that you have submitted the loss to the credit card company and a written statement from the credit card company that the loss is not covered by the credit card company, and;
- f) in the case of the carriage of passengers: a copy/photo of any travel documents, such as travel tickets and the like, and;
- g) if applicable: the voucher you received from the Tour Operator.



- 3.4 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, 3.2 and 3.3.
- 3.5 At VZR Garant's request, you must provide all supplementary information that could be important in determining VZR's rights and obligations and for performing the Service or the replacement Service as soon as possible.
- 3.6 If you do not submit the claim in full or do not cooperate sufficiently in providing the necessary supplementary information within a reasonable period of time set by VZR Garant, the entitlement to claim under the Guarantee will lapse.
- 3.7 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 has performed the Service (or replacement Service) or repatriation. You are also obliged to cooperate in the passing of your rights in respect of the Tour Operator or third parties 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. Any such changes shall apply to all Services purchased 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 (Netherlands), unless this is contrary to mandatory law.

