



### **1. General**

Every day somewhere in the world events occur that can be defined as a "catastrophe" in a general sense. For the Calamiteitenfonds (hereinafter: CFR) and the catastrophe committee (hereinafter: CC) those events are only relevant if they may result in a situation qualifying for payment (of damages) within the meaning of the guarantee scheme. The participant may not assume that CFR or the CC are by definition aware of relevant events or that they take the initiative. The participant is responsible for the proper performance of his trips. When he becomes aware of a "disaster" which may be a catastrophe or an impending catastrophe within the meaning of the scheme and that may result in a situation qualifying for payment (of damages) in respect of his clients, he shall immediately notify CFR thereof.

The guarantee of CFR is comparable to an insurance. Characteristic of insurance is that it indemnifies the insured against the consequences of uncertain future events. That means that trips starting prior to a situation qualifying for payment (of damages) has been established are in principle covered. However, no cover applies if - despite the fact that no situation qualifying for payment (of damages) has been established - it has been established before the start of the trip that said trip cannot be performed in accordance with the contract due to a catastrophe or an impending catastrophe. This scenario may occur, for example, in case of natural disasters or imminent natural disasters such as a hurricane or approaching hurricane or severe political unrest.

CFR will immediately inform its participants in respect of an established situation qualifying for payment (of damages). The latest information will be published on the website of CFR, [www.calamiteitenfonds.nl](http://www.calamiteitenfonds.nl).

From the moment the CC has established a situation qualifying for payment (of damages) and as long as this situation persists, the participant may no longer have any new trips that are covered by the CFR guarantee depart for the relevant destination. It will have to reimburse any prepaid travel sums it has received for trips not yet commenced to the consumer (dissolution of the travel contract).

The following procedure applies to participants who at that time have travellers at the place of destination or whose travellers are en route to the place of destination.

### **2. Support and assistance**

As tour operator you are required to provide the traveller with support and assistance in the event difficulties arise during his vacation. This obligation arises from article 513, Book 7 of the Dutch Civil Code and the ANVR Travel Conditions.

According to the Explanatory Memorandum to the Dutch Civil Code, a general best efforts obligation is imposed on the tour operator to ensure the traveller is provided with practical support and assistance under any circumstance. For the obligation to arise it is irrelevant, therefore, whether the need of the traveller emerged from a cause that is attributable to the tour operator, or due to a circumstance it is not liable for. The decisive factor is whether the traveller, usually in a foreign country the language of which he does not understand, needs help. The Explanatory Memorandum stresses that it should concern actual support from the tour operator through its subordinates or assistants and that the need for support and assistance may come in different forms such as temporary shelter, provision of suitable



accommodation, or arrangement of the return trip in the event of premature termination of the trip. In our opinion, this also includes advancing related reasonable costs on behalf of your client in the event of a situation qualifying for payment (of damages). This applies all the more because CFR will reimburse you those amounts and you will not need to recover these from your clients.

Proper assessment and proper settlement of the claim by CFR afterwards is possible only if you have an active and leading role in implementing the necessary measures during a catastrophe or impending catastrophe and if you also advance said related costs.

### **3. Who settles the claim?**

Claim settlement with CFR must always be go through the participant (the tour operator). Travel agents and/or consumer may not settle a claim directly with CFR. There are three reasons for this:

- 3.1 Only the participant can provide full insight into the course of events during the catastrophe.
- 3.2 The participant must provide support and assistance to its customers. An advance of necessary additional costs forms part of this and those reasonable costs can be charged to CFR.
- 3.3 CFR may settle the price for services not provided to consumers included in the travel sum with the participant, pursuant to the provisions of article 510 and further, Book 7 of the Dutch Civil Code and article 2, paragraph 2 point d of the articles of association.

Therefore, two calculations apply to each claim file:

- The (gross) amount to be reimbursed to the consumer by the participant.
- The (net) amount to be reimbursed to the participant by CFR.

### **4. What damage is compensated?**

There are two possible scenarios:

- 4.1 The trip is continued in modified form.  
The additional costs related to the modification of the trip to be advanced by the participant, less non-paid services, are to be borne by CFR. CFR transfers the balance to the participant.  
Please note: If the costs of the travel adjustment are from 15% higher than the original costs of this travel component, please contact us. Only with prior written permission to claim these (higher) costs, will these costs qualify for reimbursement upon settlement of the claim.  
Please also note: If the modified trip is shorter than the booked trip, the provisions of section 4.2 shall apply to the travel days not provided.
- 4.2 The trip is discontinued, temporarily or permanently.  
The consumer receives a refund from CFR via the participant for the travel days not provided from the time the situation qualifying for payment (of damages) has been established. The following formula applies: travel sum : number of travel days booked x the number of travel days not provided. The day of departure and the day of return are included as booked travel days.



The participant may charge CFR for the necessary additional costs associated with the termination or interruption of the trip, with which the price for non-paid services included in the travel sum will be settled. This concerns mainly the costs of the return flight and the costs of the days not spent in the accommodation (insofar as not paid to the supplier) included in the travel sum, calculated from the day of repatriation. The participant must provide a statement of those flight costs and accommodation costs.

Please note: If the trip was temporarily discontinued and then resumed, it must be examined whether the period of discontinuation should be regarded as travel days not provided or as a modification of the trip (comparable in terms of nature and price). This is to be determined in consultation with the participant.

### **5. Instructions in case of situations qualifying for payment (of damages)**

CFR may issue specific implementation regulations for each catastrophe. In addition, CFR may, to promote a cost-effective settlement, act as a coordinator and organise collective handling of clients from several participants. This is to be determined in consultation with the relevant participants.

If no specific instructions are issued, the participant shall arrange the implementation of the trip modification in the most cost-effective manner. Examples: accommodation where possible in the originally booked category, no unnecessary extension of stay, preferably air charter on available capacity, scheduled flights in economy class and, if possible, at a special rate.

In case of necessary discontinuation or cancellation of the trip, the participant shall immediately contact CFR to coordinate further course of action.

### **6. Time-limits**

- 6.1 The participant must, within one week, provide a statement of the number of affected consumers at the destination for which a situation qualifying for payment (of damages) has been established.
- 6.2 The consumer must submit his claim with the participant in accordance with the guarantee scheme, no later than one month after return from the trip.
- 6.3 Next, the participant must submit the entire claim file with CFR, within two months after the start of the situation qualifying for payment (of damages).

### **7. Documents to be submitted**

- A brief statement as to what extent the participant was unable to fulfil its obligations under the travel contract due to the catastrophe or impending catastrophe.
- A description of the measures implemented by the participant.
- A statement of the additional costs incurred, less the price for non-paid services included in the travel sum, and relevant supporting documents.
- A statement of the (objective) number of travel days not provided.



## Implementation Regulations

### Claim settlement

- A breakdown of the amount to be claimed from CFR.
- The booking confirmation/invoice of all parties/groups for which claims are submitted.
- For agent bookings: the confirmations to the travel agent and to the customer.
- The original itinerary.
- The name of the contact person for this claim settlement and his/her contact details.
- The account number for CFR to pay into (also for verification purposes).

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#### *Disclaimer*

These implementation regulations provide further elaboration, including examples, of what is determined in the articles of association and regulations of the Calamiteitenfonds. No rights can be derived from these implementation regulations. In case of differences in interpretation, the articles of association and the regulations of the Calamiteitenfonds will prevail.

#### *Disclaimer for translation errors*

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In the event of any discrepancy between the Dutch text and the English translation, the Dutch text shall be binding.