

Terms and Conditions of reimbursement for airline bankruptcy

The proposed service is the result of an initiative by viaggiogratias.com to help you deal with the risk of non-departure caused by an insolvency situation of the Air Carrier. The initiative is independent from any insurance coverage and is offered exclusively for reimbursement purposes and not for compensation. The service is optional and activated at the express request of the passenger - Art 4 - and has a cost of € 10,00 per passenger.

Article 1. Definitions

- viaggiogratias.com: the trip booking website where the reimbursement for airline bankruptcy has been registered.
- Insolvency: the scheduled airline is the subject of a "bankruptcy procedure", as defined by Provision 4.151 of the 1986 Regulations relating to insolvency proceedings or by any statutory change or new promulgation of the same or is subject to a formal insolvency procedure, at least equivalent, in any other jurisdiction.
- Event: the cancellation of a flight due to the insolvency of a scheduled airline.
- Passenger: any person indicated on the booking confirmation for the trip on one of the flights booked or reserved on viaggiogratias.com with one or more scheduled airlines.
- Flight: scheduled: one or a series of flights operated for the selected and booked route and which together constitute a systematic service performed in such a way that the benefits deriving from it are for the benefit of individuals or of the general public, who wish to use it on each occasion.
- Scheduled airline: an airline which operates scheduled flights provided by the International Air Transport Association (IATA) and which generally provide a scheduled, regular and frequent service.
- Trip: airline route which includes one or more consecutive scheduled flights for which this service was purchased. So-called holiday packages in accordance with Legislative Decree 62/2018 are excluded from the aforementioned definition.
- You or the Customer: the person who made the booking and paid for the trip, to which the airline bankruptcy reimbursement service refers, both on its own behalf and/or on instruction and on behalf of other passengers.
- Financial loss:

a) Should the insolvency proceedings have taken place before your trip, the Financial loss will be equivalent to the total amount paid by the passenger either as an advance or, where appropriate, equal to the price of the flight or scheduled flights.

b) Should the insolvency proceedings have taken place once the trip has begun, the Financial loss will be:

- i. provided that your trip has in any case been completed, the amount equivalent to the price paid for the ticket or tickets for the scheduled flights in question, which are part of the journey and which have been cancelled as a direct result of the insolvency;

ii. if your trip has been limited in some way at the time the insolvency proceedings occur, the cost for the direct return trip, according to the same standards as the originally booked flight. As part of the trip, this return flight will begin at the point where the above limitation occurs, as a direct consequence of the insolvency.

Article 2. Service

1.1 viaggiogratias.com handles a reimbursement of an airline bankruptcy to restore your financial loss, resulting from the cancellation or limitation of the scheduled flight, and arising solely from the insolvency of the scheduled airline. This compensation is equal to a maximum amount of € 2,000 (or the maximum equivalent amount in your local currency) for any air ticket, as defined below.

2.2 The essential condition is the full payment to viaggiogratias.com of the commission for reimbursement of an airline bankruptcy within the time limits and according to the prescribed manner.

2.3 For its part, viaggiogratias.com:

a) before the start of your trip:

will refund the cost of the ticket for the lost scheduled flight up to a maximum amount of € 2,000 (or the maximum equivalent amount in your local currency), which will

i. be fully repaid; or

ii. the amount can be used for a new booking; or

b) should the trip have already started:

iii. provided that your trip has in any case been completed, will refund the price of the ticket or tickets which are part of the journey and which have been cancelled as a direct result of the insolvency, up to a maximum amount of € 2,000 (or the maximum equivalent amount in your local currency); or

iv. should part of the trip have already been made, will bear the ticket cost to complete the return or continuation trip, according to the same standards as the originally booked ticket. The return flight will start in the location where the trip limitation occurs, and its value will be equal to a maximum amount of € 2,000 (or the maximum equivalent amount in your local currency).

v. any calculation of the amount equivalent to the local currency will be made taking into account the exchange rate in force at the time of reimbursement.

2.4 The reimbursement procedure following the ascertained insolvency/bankruptcy situation of the airline excludes any claim for damages and only includes the repayment of the above quotas (art 2.3 a) and b).

Article 3. Exceptions

3.1 This reimbursement for airline bankruptcy only covers the financial losses which are the direct consequence of the insolvency of an airline, up to a maximum amount of € 2,000. Viaggiogratias.com is not obliged to reimburse the costs in the following cases:

- a) should the commission for the reimbursement service of an airline bankruptcy not have been paid in full;
- b) should the airline provide a warranty or be otherwise insured against the risk of insolvency;
- c) should the loss be caused, directly or indirectly, or derive from or may be attributed to the following cases:
 - i. War, threat of war or invasion by hostile foreign powers, hostilities or military operations (regardless of whether war has been declared), civil war, revolt, revolution, riot, social tension as a consequence or equivalent to a military coup or other coup, state of emergency, confiscation order, nationalisation or claim for damages, destruction or damage to property by or on the orders of state, public or local authorities.
 - ii. Civil commotion arising or equivalent to a popular uprising, strikes, lockouts, martial law or any act by a legally constituted authority.
- d) In case the Loss, when the same arose, insured or covered by a warranty (or would have arisen, insured or guaranteed, in the absence of reimbursement for airline bankruptcy), may be reimbursed by any other policy or insurance policies, or by a trade union or because a third party takes responsibility for the payment as compensation or is able to recover the loss by virtue of any other legal right of the customer.
- e) Any Loss not directly related to the Event. For example, a loss due to the inability to reach your previously booked accommodation, car hire or cruise as a result of the airline's insolvency.
- f) Any Loss incurred at the time when the reimbursement due to the airline bankruptcy was implemented after the first insolvency threat, as defined, of the airline.
- g) Any fraud, false declaration, misrepresentation or non-disclosure of specific material for this reimbursement for an airline company bankruptcy will invalidate this service and all the rights deriving from it will be lost.
- h) Should the Customer lodge a complaint knowing that it is false or fraudulent, this service will be invalidated and all the rights deriving from the same will also be lost.

Article 4. How to activate the airline bankruptcy service and request a refund:

4.1. Should an Event occur, which may give rise to a request for reimbursement of expenses caused by the event as defined in Article 1, the Customer, under penalty of invalidation of any compensation:

a) is required to send immediately (under no circumstances, except for demonstrated good cause, beyond 30 days following the event or within 15 days of the passenger's return) a report to Viaggigratis.com (flight@viaggigratis.com), containing all the information requested by or on behalf of viaggigratis.com, ensuring that this information is complete, accurate and truthful;

The service features a toll-free number to request assistance on how to send the report or to anticipate by telephone the report of the event: Active from Monday to Friday from 9.00 am - 7.00 pm UTC + 1. Saturdays from 9:00 am to 1:00 pm UTC + 1. On public holidays, the offices will be closed.

b) will be required to provide all information and/or documentation reasonably requested by or on behalf of viaggigratis.com, necessary for establishing and assessing the refund by virtue of this service within and no later than 30 days after the first report pursuant to point a);

c) will be required to comply with all the instructions given by or on behalf of viaggigratis.com.

4.2 Viaggigratis.com will only accept requests submitted within 30 days from the event or within 15 days from the passenger's return. Any claim submitted after the aforementioned time limit will not be entitled to any refund.

4.3. The payment will be made exclusively to the Customer who subscribed to this airline bankruptcy service.

4.4 The refund will be made in the same manner as the payment of the booking of the air ticket subject of the procedure, within and no later than 15 days from the date of confirmation of the reimbursement by Viaggigratis.com.

* Reimbursement for airline bankruptcy is a service offered by viaggigratis.com part of the hotelbeds GROUP. An online travel agency of Easy Market Spa single-member company based in via Consolare 51/C, 47900 Rimini (IT).