

# General terms and conditions for Travelrefund ApS

## 1. Scope

**1.1** These Terms of Sale include any use of Travelrefund ApS ("Travelrefund") services, including the assignment of a claim for compensation for flight delay, cancellation or denied boarding to Travelrefund ApS. Travelrefund also conducts business under the name Flypenge and via. [www.flypenge.dk](http://www.flypenge.dk).

## Parties to the contract

**2.1** An agreement with Travelrefund is approved by the passenger directly on Travelrefund in connection with the creation of a claim for transfer. At the same time, upon acceptance of the agreement, the passenger confirms that they have read and understood the agreement and these general conditions.

**2.2** Many passengers travel in groups, which is why it is possible for one passenger to assign a claim on behalf of themselves and any co-riders who were on the same booking. In this case, it is the passenger's responsibility to obtain acceptance of the transfer from these co-riders. The passenger unconditionally acknowledges that any co-riders have agreed that a claim is transferred to Travelrefund, and that the claim is neither by the passenger themselves nor by any co-riders directly against the airline or has been created by another company that, like Travelrefund, deals with the claim for compensation, additional costs or reimbursement.

**2.4** When assigning a claim, the passenger is only required to disclose the number of co-riders on the booking. The passenger shall be liable for the accuracy of this figure and shall be obliged to identify them on demand. Travelrefund is entitled to base this figure on a transfer of a claim and the number of co-riders cannot subsequently be reduced without this being considered as a withdrawal of a claim on behalf of the co-riders concerned.

## 3. Travel Refunds service

**3.1** After transferring a claim to Travelrefund, Travelrefund will, in its own name, recover any compensation that may be due in connection with flight delay or cancellation as well as denied boarding, at no cost to the passenger.

**3.2** Travelrefund reserves the right to refuse to take over a claim without justification.

**3.3** Payment for the claim is paid to the passenger in EUR. When the agreement was concluded, a fixed price was agreed for the purchase of the receivable.

## 4. Prices

**4.1** The passenger shall not be liable for any costs incurred as a result of the implementation of a claim, unless otherwise stated in this agreement. Travelrefund pays a purchase price for the claim based on the following rates depending on the amount of the compensation claim:

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- 1) The claim will be received from the airline before the receipt of the application, complaint to the public authority and/or settlement:
  - For a flight of less than 1,500 km, where the possible compensation is 250 Euro, the passenger will receive 194.83 EUR.
  - For a flight between 1,500 and 3,500 km, where the possible compensation is 400 Euro, the passenger will receive 312.41 EUR.
  - For a flight over 3,500 km where the delay is less than 4 hours and where the possible compensation is 300 Euro, the passenger will receive 232.46 EUR.
  - For a flight over 3,500 km where the delay is over 4 hours and the possible compensation is 600 Euro, the passenger will receive 468.27 EUR.
  
- 2) The claim shall be paid by the airline after the removal of the application, the lodging of a complaint with the public authority concerning the claim or the commencement of conciliation proceedings:
  - For a flight of less than 1,500 km, where the possible compensation is 250 Euro, the passenger will receive 121.94 EUR.
  - For a flight between 1,500 and 3,500 km, where the possible compensation is 400 Euro, the passenger will receive 192.15 EUR.
  - For a flight over 3,500 km where the possible compensation is 300 Euro, the passenger will receive 145.12 EUR.
  - For a flight over 3,500 km, where the possible compensation is 600 Euro, the passenger will receive 292.25 EUR.

**4.4** Travel expenses are also, after the transfer, entitled to all costs and interest imposed or awarded.

**4.5** The passenger can also claim compensation for other (documented) economic losses directly related to the journey, as well as reimbursement of tickets in the event of cancelled journeys. For such claims not covered by Regulation 261/2004, Travelrefund pays a fee for the assigned claim equal to 20% of that claim if no application, complaint to the public authority or settlement has been made in a case and 50% of the claim if an application, complaint to the public authority or settlement has been made in a case.

### **5. Recovery of the assigned claim by Travel Refund**

**5.1** Travelrefund is entitled to make any procedural step in connection with the recovery of assigned claims, including the forwarding of a writ of summons, the removal of a summons, attendance at court hearings and the negotiation of a settlement or transfer to Travelrefund's lawyer, etc.

**5.2** When a claim is assigned to Travelrefund, Travelrefund always sends a demand letter to the airline and then gives them 28 days to pay the refund and/or compensation. If payment is not made, Travelrefund is entitled to make any other procedural step regarding the claim.

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**5.3** If the passenger is required to give evidence in connection with a trial, he/she is obliged to do so. However, Travelrefund will, as far as possible, seek not to call the passenger to give evidence, and this will only happen if Travelrefund considers that the passenger's explanation is necessary to achieve a satisfactory result in court.

**5.6** The Passenger is obliged to forward copies of all correspondence with the airline in the form of e-mails, airline tickets and boarding passes. at the request of Travelrefund. The passenger is also obliged to request this from any co-riders.

**5.7** The Passenger agrees that Travelrefund only requires the assigned claim to be paid in cash by the airline and an offer by the airline for payment in the form of vouchers or similar is rejected.

### Passenger obligations

**6.1** The Passenger is obliged to provide correct and complete information to Travelrefund about everything that is relevant for the processing of the transferred claim, including airline tickets, receipts for claims for additional costs and a description of the course of events.

**6.2** The passenger may at any time buy back the claim. In this case, the passenger must pay an amount equal to the amount to which Travelrefund was entitled if the airline had made full payment of the transferred claim, cf. 4. The same applies if the passenger receives payment outside of Travelrefund, as such an amount is due to Travelrefund.

### 7. Default

**7.1** If an assigned claim cannot be recovered due to the passenger's circumstances, Travelrefund may demand payment from the passenger, cf. 4 equal to the amount to which Travelrefund was entitled if the airline had made full payment of the transferred claim for both passengers and co-riders, which claim was fully paid by the airline.

**7.2** This applies, for example, but not exclusively in cases where:

1. the claim was assigned to another undertaking or was assigned to recovery elsewhere.
2. the claim was satisfied at the time of the transfer.
3. the passenger continues contact with the airline after the claim is transferred to Travelrefund.
4. the passenger does not provide, on request, information or documents necessary for the recovery of the claim.
5. information that is of importance for the processing of the claim has not immediately been passed on to Travelrefund.
6. a passenger transfers a claim on behalf of a co-rider who has not given permission to do so to the passenger.

### 8 After the claim transfer to Travelrefund

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**8.1** When a claim has been assigned to Travelrefund, the passenger undertakes to refrain from any contact with the airline regarding the claim. The passenger is also obliged to ensure that none of the passengers named on the case sheet communicate with the airline regarding the transferred claim.

**8.2** If the airline objects to the transferred claim against the passenger or any co-riders after a transfer to Travelrefund, the passenger must IMMEDIATELY notify Travelrefund of this.

### **9. Processing of personal data**

**9.1** The data controller is Travelrefund, which is entitled to use, process and store the Passenger and the Co-Passenger's data (identity information, contact information, information about flights, financial conditions, etc.) from the beginning of the parties' business relationship according to Travelrefund's personal data policy, which can be found at [www.flypenge.dk](http://www.flypenge.dk), and can be submitted on request. Furthermore, the passenger agrees that the data provided may be transmitted to the courts for the purpose of recovery of an assigned claim.

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