

Van: 10.2 e | SGR SGRZ Calamiteitenfonds
Aan: 10.2 e
Onderwerp: FW: DRAFT PTD 2021
Datum: zaterdag 21 november 2020 16:25:45
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DICTU Servicedesk

Beste 10.2 e, ik had per ongeluk een verkeerde 10.2 e in de verzendlijst gezet. Bijgaande mail is voor jou bedoeld.

Met vriendelijke groet,
10.2 e



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Van: 10.2 e | SGR SGRZ Calamiteitenfonds
Verzonden: zaterdag 21 november 2020 16:23
Aan: 10.2 e
CC: 10.2 e | SGR SGRZ Calamiteitenfonds; 10.2 e | SGR SGRZ Calamiteitenfonds
Onderwerp: FW: DRAFT PTD 2021
 Beste 10.2 e,

in het kader van onze discussie over de reikwijdte van de richtlijn pakketreizen en de wet op de reisovereenkomst deel ik graag bijgaand concept rapport dat dinsdag wordt besproken door de Europese Commissie en vestig met name de aandacht op de volgende paragraaf:

Chapter 5.2.5 :

« ... the question arose whether travellers' pending claims for reimbursements were covered by the insolvency protection systems provided in accordance with the PTD. Article 17(1) PTD requires organisers to provide security for the refund of all payments made by the traveller "insofar as the relevant services are not performed as a consequence of the organiser's insolvency". Following the views expressed during the transposition process, the Commission considered in its Recommendation 2020/648 that insolvency protection in accordance with Article 17(1) PTD does not cover refund claims resulting from the termination of a contract before the insolvency occurred, as performance of the travel services was no longer due at the time when the organiser became insolvent. »

Als je dan kijkt naar de notulen van "transposition process"

(https://ec.europa.eu/newsroom/just/item-detail.cfm?item_id=35324), met name de derde workshop op 25 October 2016. Hier antwoordde de commissie:

4) Should insolvency protection cover contracts concluded that had been terminated (**either by the customer or by the trader**) before the trader's insolvency and where the traveller did not receive a refund before the insolvency occurred? Here, strictly speaking, the insolvency was not the reason for the non-performance of the package, but rather for the failure to refund the payments following termination of the contract.

COM-The wording of Article 17(1) suggests that, if the contract was terminated before the insolvency occurs, the performance was no longer due at the time when the insolvency occurred, meaning that the insolvency did not cause the lack of performance of the travel services. Under Article 17 (1), **insolvency protection seems to cover only loss of money due to lack of performance, but not claims for refunds which existed already at the time of insolvency**. If MS would like to help such travellers, they might consider strengthening their position in bankruptcy proceedings

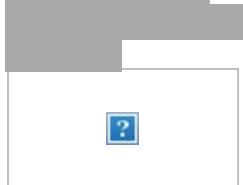
Ook als je de COMMISSION RECOMMENDATION (EU) 2020/648 van 13 Mei 2020 leest over vouchers 'offered to passengers and travellers as an alternative to reimbursement for cancelled package travel and transport services in the context of the COVID-19 pandemic'. De commissie verklaart:

(14) If organisers or carriers become insolvent, there is a risk that many travellers and passengers would not receive any refund at all, as their claims against organisers and carriers are not protected.

Blijkbaar deelt de EU met mij het standpunt dat reizen die worden geannuleerd voordat het faillissement intreedt niet vallen onder de reikwijdte van de richtlijn pakketreizen.

Met vriendelijke groet,

10.2 e



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Verzonden: woensdag 18 november 2020 22:58

Aan: 10.2 e | SGR SGRZ Calamiteitenfonds ;
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cc: 10.2 e (GfG)

Onderwerp: DRAFT PTD 2021

Dear Colleagues,

Please find in attachment the draft Report from the Commission to the E.P. and to the Council on the application of Directive EU 2015/2302 .

As observers of the PTD expert group, the Chairman and me will attend the video meeting (Webex) foreseen on Tuesday November 24th.

If you have any questions or remarks about this draft, please let us know...

Best regards,

10.2 e

www.egfatt.eu



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