

REQUEST FOR COMPENSATION

E-Mail info@passengersfriend.com
Tel +49 2591 253 98 98
Fax +49 2591 253 98 95
Web passengersfriend.com



Passengers friend GmbH
Mühlenstraße 24
59348 Lüdinghausen
Germany

CHECKLIST

- ☐ Personal signature (in case of minors, all parents sign)
- ☐ Booking confirmation of the trip incl. travel price
- ☐ Information (e.g. reimbursement offered, evidence of costs, replacement flight).

Partnernumber

--	--	--	--	--	--	--	--

BOOKING DATA

Opponent - airline, tour operator, hotel, rental company, etc.

Booking number / flight number / travel date / flight date

PROBLEM

- ☐ Compensation for delay, cancellation, denied boarding, schedule change, rescheduling or rerouting
- ☐ Reimbursement of costs of replacement transportation
- ☐ Reimbursement of additional costs incurred, such as meals, accommodation, transfer
- ☐ (Partial) refund of airfare due to denied boarding, cancellation, downgrade or no-show (taxes and fees)

PROBLEM DESCRIPTION

TRAVELLER ☐ Ms ☐ Mr ☐ Div ☐ Minor (2 - 17 years old)

Name

First name

Street, house number, postal code, city

E-mail address (if not available enter phone number)

DECLARATION OF ASSIGNMENT

The traveler (cedent) assigns his/her claims as described above under the EU Passenger Rights Regulation (EC) No. 261/2004, The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, Montreal Convention, Turkish Regulation On Air Passenger Rights (SHY-PASSENGER), Canadian Air Passenger Protection Regulations (SOR /2019-150) or under the relevant provisions of the German Civil Code (BGB) against the opponents designated above to Passengers friend GmbH (assignee). This also includes interest claims from the principal claim. The Assignee hereby accepts this assignment. This assignment is based on the General Terms and Conditions of the Assignee, which can be viewed on the reverse side, and in particular the cancellation policy of the Assignee, which are hereby expressly included in the contract and the validity of which the Assignor has taken note of and acknowledges.

The traveler agrees that the assignee starts with the execution of the contract before the expiration of the 14-day revocation period.

If you contact us, we collect and process the data you provide in order to process your request. We process this data without your separate consent either to respond to your request or to fulfill the contract pursuant to Art. 6 I b) DSGVO as well as to contact you regarding the evaluation of our service.

Personal signature

City, date

GENERAL TERMS AND CONDITIONS OF BUSINESS

§1 SCOPE OF APPLICATION

1.1 Passengers friend is operated by Passengers friend GmbH, Mühlenstraße 24, 59348 Lüdinghausen, registered at the Local Court (Amtsgericht) of Coesfeld under HRB 16195, represented by the Managing Director Peter Finke (hereinafter referred to as "Passengers friend", "PF", or "We").

1.2 The following Terms and Conditions apply to all declarations of intent, contracts, and legal or quasi-legal actions of Passengers friend with its client(s) (hereinafter referred to as "Client") in connection with the services offered by Passengers friend. These include, in particular, the assistance with and enforcement of air passenger rights claims as well as the additional service "PF Gold" pursuant to § 12. Counter-confirmations by the Client referencing their own terms and conditions are explicitly rejected. These shall not become part of any agreements unless expressly confirmed in writing by Passengers friend. **1.3** Within the scope of this contract, Passengers friend purchases your claims for compensation payments against an airline arising from EU Passenger Rights Regulation (EC) No 261/2004, or claims against an airline or travel company resulting from a travel or flight cancellation or non-attendance—including any potential further claims, as applicable. You irrevocably assign this claim to Passengers friend; Passengers friend thereby becomes the holder of the claim. The conditions of this assignment are governed by § 2.

§2 ASSIGNMENT OF CLAIM, CONCLUSION OF CONTRACT AND SERVICES

2.1 The offer submitted by Passengers friend to assist in asserting a claim of the client against an airline, a tour operator or another party opposing a claim is non-binding. Passengers friend may reject the claim in particular if, after a summary examination, it is presumed that it does not exist or cannot be enforced, or if the enforcement of the claim could entail an unjustifiable economic or temporal expense for Passengers friend. By placing an order within the framework of a booking process or by submitting a claim, the client submits a binding offer to conclude a contract with Passengers friend, to which the client is bound for 14 days in the event of the submission of a claim, or in the case of an order within a booking process up to 14 days after the flight has taken place or was cancelled. The confirmation of receipt sent by Passengers friend or further requests for information do not constitute acceptance of the offer. Acceptance of the offer is made by express declaration to the client by Passengers friend and/or the commissioned cooperation lawyers.

2.2 The client definitively assigns all claims and rights against an air carrier arising from a specific flight in accordance with Regulation (EC) No 261/2004 in connection with the delay or cancellation specified in more detail to Passengers friend. In addition, all claims against an air carrier, a tour operator and/or others resulting from a defective service are definitively assigned. As compensation for this, the client receives compensation from PF. **2.3** Compensation model "Payment after successful claim"—Upon conclusion of the contract between PF and the client, the client shall receive a claim against Passengers friend—in the case of "Payment after successful claim"—for the forwarding of the compensation payment actually made by the entity against which the claim was brought. In this case, Passengers friend is entitled to a claim for remuneration from the client in accordance with § 4.1 of these General Terms and Conditions. This will be deducted by Passengers friend prior to payout to the client. In this case, payout to the client will only be made after payment has been made by the company to Passengers friend. If incorrect bank details are provided by the client and the transfer has been made to this account, Passengers friend shall be deemed to have fulfilled this obligation. Payment is usually made by cashier's check.

2.4 Passengers friend assists the client in asserting claims against airlines and/or tour operators that are based on defective services and/or may lead to claims of the client against the airline, the tour operator and/or others.

2.5 Passengers friend is exclusively permitted to mediate extrajudicial or judicial activities for the client. Passengers friend is not entitled to represent in court. Legal advice or legal representation is under no circumstances provided by Passengers friend, nor is it owed. In particular, Passengers friend does not perform any legal (preliminary) examination of the client's claims; this is carried out exclusively in cooperation with Passengers friend's contract lawyers. Passengers friend acts as a company exclusively as an intermediary for the client and within the scope of collecting, processing and managing flight, weather and other data in the Passengers friend database.

2.6 Passengers friend is entitled to commission cooperation lawyers and partner companies with the extrajudicial and judicial enforcement of the claim and, in this context, to forward the information and data transmitted by the client to them.

2.7 Passengers friend is entitled to assign your claims to third parties for the purpose of refinancing.

2.8 Within the scope of an economically and conscientiously exercised discretion, Passengers friend and the cooperation lawyers are free in their decision regarding the manner of enforcing the claim against the airline. Passengers friend and the cooperation lawyers are in particular entitled to accept and reject extrajudicial and judicial settlement offers (vouchers, etc.) without prior consultation with the client.

2.9 Passengers friend is not obliged to obtain expert opinions to enforce the claims, if obtaining an expert opinion is required, this shall only take place on the basis of a separate agreement after prior approval by the client. Furthermore, Passengers friend is not obliged to surrender judicial or extrajudicial documents and records to the client or third parties.

2.10 PF Gold: Additionally, the client can purchase the additional service pursuant to § 12. In these cases, claim enforcement takes place as described above; the client submits the notification of the flight problem online and identifies themselves as a PF Gold customer. Payout to PF Gold customers is made after successful claim enforcement pursuant to § 12 without deduction of commission.

2.11 Information on alternative enforcement options - The client has alternative and partially free-of-charge options available to enforce their air passenger rights. These include in particular:

- Commissioning a private lawyer (generally free of charge only in the event of success).
- Submitting a complaint to the responsible conciliation bodies (e.g., the Conciliation Body for Public Transport - sÖp).
- Reporting to the Federal Aviation Office (Luftfahrt-Bundesamt - LBA) or other national enforcement bodies
- Direct assertion against the airline. By commissioning Passengers friend, the client consciously opts for an automated service for professional claim enforcement that is free of charge for them in the event of failure.

§3 DUTIES AND OBLIGATIONS OF THE CLIENT DUTIES AND CLIENT

3.1 The client shall assist Passengers friend and the cooperation lawyers in enforcing the claim and shall provide Passengers friend or the cooperation lawyers with all data and information known to them and relevant to the processing. Upon request by Passengers friend or the cooperation lawyers, the client shall provide Passengers friend with related documents, in particular boarding passes, booking confirmations or other flight records, photographic evidence, receipts, and other relevant documents during the entire term of the contract. The client shall provide Passengers friend with all previous correspondence with the airline immediately after the creation (in the case of an order within a booking process) or submission of the claim.

3.2 By accepting these General Terms and Conditions, the client assures that they have provided all flight data and personal data required for processing the order to the best of their knowledge and belief, that they themselves are the owner of the claim subject to the contract or are authorized to dispose of it, and that they have not received any compensation payments beyond what they have stated.

3.3 The client is obliged to inform Passengers friend immediately if payments are made directly to them by the airline or if they receive correspondence from the airline addressed directly to them.

3.4 The client furthermore undertakes, for the duration of the contract term, not to pursue any actions or proceedings of their own in this matter and not to make any legally binding declarations, in particular towards the airline, without the consent of Passengers friend. Should the airline or representatives of the airline contact the client directly, the client shall inform Passengers friend of this immediately.

3.5 If the client fails to comply with their obligations under § 3, or fails to do so sufficiently, Passengers friend is entitled, in addition to terminating the contract for good cause, to demand a cost contribution in the amount of €60 incl. VAT from the client. Furthermore, payouts already made must be refunded to Passengers friend by the client. Additionally, at least the incurred costs for judicial enforcement must be settled. This may include, among others, court costs, the costs of one's own lawyer, and the costs of an opposing lawyer include. The right to assert further claims for damages remains expressly reserved. The right to assert further claims for damages remains expressly reserved. This only applies if the requested cooperation is in reasonable proportion to the effort and the reimbursement process.

§4 REMUNERATION AND SETTLEMENT

4.1 In the case of the compensation variant "after successful claim", PF receives a flat-rate and performance-based commission in the amount of 25% of all payments obtained as a result of the commissioning, including statutory value-added tax (VAT). If the claim is handed over to a cooperation lawyer for enforcement in court, the commission for this legal handling increases by an additional 10 percentage points, resulting in a total commission of 35% of all payments obtained as a result of the commissioning, including statutory VAT.

4.2 For clients who reach the platform via digital marketing measures placed by Passengers friend (e.g., Google Ads campaigns) and conclude a contract there, notwithstanding Clause 4.1, the commission individually agreed upon with the client shall always apply to all payments obtained as a result of the commissioning, including statutory VAT. Which marketing measures are included under this is determined by Passengers friend at its own discretion and communicated to the client in the current version upon request.

4.3 In the case of a special offer and a specially marked price, this special price shall apply in each case.

4.4 Passengers friend and/or the commissioned cooperation lawyers are entitled to deduct the commission (Clause 4.1) from the payments made by the debtor to Passengers friend or the cooperation lawyers. This applies both to the 25% commission and, in the case of handling by a cooperation lawyer, to the total commission of 35%. Passengers friend is only entitled to deduct further costs (such as for expert opinions) if the client has given prior consent. In the case of "immediate payout", the commission is retained immediately upon payout of the foreseeable compensation amount, which results from the provided data on flight distance, duration of delay, and number of passengers.

4.5 The commission (cf. Clause 4.1/4.2) shall also be calculated from the total amount of the claim to be collected if the debtor has only made a partial payment, whereby the commission as a whole is limited to the amount actually collected. The relevant commission rate in each case (25% or 35% in the case of legal enforcement) shall be decisive.

4.6 In the event that the debtor makes payments directly to the client, the client undertakes to forward the commission (Clause 4.1) in the applicable amount (25% or 35% in the case of legal enforcement) to Passengers friend.

4.7 The escrow account is managed without interest. The client therefore has no claim to interest between the receipt of funds in the escrow account and the payout to the client, provided the payout is made without undue delay.

4.8 Passengers friend is only obliged to itemize the amount transferred to the client and prove the actual reimbursement amount received upon request of the client. In the case of "immediate transfer", PF is under no circumstances obliged to do so.

4.9 Court fees and costs of the cooperation lawyers are pre-financed by Passengers friend, and in the case of the compensation model "immediate payout", assumed by PF. Should the airline, whether extrajudicially or judicially, reimburse the costs within the meaning of Clause 2.6 or reimburse other costs associated with legal prosecution with the exception of the compensation payment itself, or be ordered to do so by a court, this serves to cover the costs pre-financed by Passengers friend and the costs of the cooperation lawyers. Even in this case, the client has no claim to reimbursement of the commission pursuant to Clause 4.1. As far as legally permissible, the client assigns the claims for cost reimbursement, in so far as they are entitled to them, to Passengers friend for collection, so that Passengers friend is also entitled to assert them in its own name after termination of the contract.

4.10 The client is only entitled to set-off if the counterclaims are legally connected with the client's liability, have been legally established, or have been recognized in writing by Passengers friend.

4.11 Special provisions for PF Gold: For clients who have purchased the additional service PF Gold pursuant to § 12, the commission is 0%. Payout of the compensation due to the client is made at 100% to the client after Passengers friend has successfully enforced the claim and fully received the compensation sum.

§5 WARRANTY AND LIABILITY

5.1 Passengers friend performs the commissioned service conscientiously based on the data provided by the client and the data Passengers friend has gathered itself regarding the respective flight. However, Passengers friend does not guarantee any specific success, in particular not that the airline and/or tour operator will recognize the claim and/or settle it in whole or in part based on the corresponding claim letters. To this extent, liability is also excluded. The client is in particular aware that, despite careful research and truthful disclosures by the client, it cannot be ruled out that the airline may present legally relevant exculpatory evidence that precludes the claim.

5.2 Claims for damages due to breach of duty and tort are excluded both against Passengers friend and against its vicarious agents and persons employed in performing its obligations. This limitation of liability does not apply if the damage was caused intentionally or through gross negligence, nor does it apply in the event of a breach of essential contractual duties—that is, duties whose fulfillment is essential to the proper execution of the contract in the first place, on whose compliance the client may regularly rely, and whose breach, on the other hand, jeopardizes the achievement of the purpose of the contract. Furthermore, the limitation of liability does not apply to damages arising from injury to life, body, or health if Passengers friend is responsible for the breach of duty. The limitation also does not apply to damages resulting from the absence of a guaranteed characteristic or for which liability is provided under the Product Liability Act. **5.3** PF reserves the right to assert claims for damages in the event of breaches of duties by the client—such as through false statements, invalid assignment of duties by the client—such as through false statements, invalid assignment declarations, or unauthorized receipt of payments. This applies in particular to damages incurred by PF as a result of pursuing the claims.

§6 DURATION OF THE CONTRACT, TERMINATION

6.1 The contractual relationship ends when the claim has been settled, or when Passengers friend, at its dutiful discretion, determines that pursuing the claim is hopeless and informs the client thereof in writing or text form, or when Passengers friend refuses processing for other reasons.

6.2 Furthermore, the contractual relationship may be terminated by either the client or Passengers friend at any time with immediate effect for good cause. Passengers friend reserves the right to terminate in particular if the client culpably breaches their duties and obligations within the meaning of § 3. Good cause also exists in particular if the client has provided false information to Passengers friend or the contract lawyers. In the aforementioned cases, a one-off processing fee (cf. § 3.5) shall apply even if no payments whatsoever have been made by the debtor to Passengers friend as a result of the client's breach of duty or obligation. The client may prove that Passengers friend incurred no damage or only a lesser damage than the amount of the processing fee.

§7 RE-ASSIGNMENT OF CLAIMS IN THE EVENT OF REVOCATION

OR TERMINATION

In the event of a revocation or termination of the contract, the original claim assigned by the customer to Passengers friend shall be assigned back to the customer. This means that in the event of contract termination, the customer regains the right to the original claim. The customer will be informed of the re-assignment in writing.

§8 RIGHT OF REVOCATION AND CANCELLATION POLICY

If the client is a consumer within the meaning of Section 13 of the German Civil Code (BGB)—that is, a natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business, or profession—they are entitled to a statutory right of revocation.

§9 DATA PROTECTION

Passengers friend uses personal data exclusively for the purpose of executing the contractual relationship with the client. Passengers friend's data protection practice complies with the Federal Data Protection Act (BDSG), the General Data Protection Regulation (GDPR), and the Telemedia Act (TMG). All information regarding the collection, processing, and/or use of personal data of clients can be found in the privacy notices. Further details are governed by the Privacy Policy. I likewise agree that my personal data may be collected, stored, processed, used, and transmitted—electronically where applicable—by the refinancing company for the purpose of collection and, if applicable, judicial enforcement of the claim. This declaration shall at the same time serve as notification within the meaning of Section 33 BDSG. If you contact us, we collect and process the data provided by you in order to handle your request. Without your explicit consent, we process this data exclusively either to answer your request or to fulfill the contract pursuant to Art. 6 (1) (b) GDPR. Your personal data will be deleted after the end of the contract or the legitimate interest, either upon personal request of the client or after the expiration of a period of 10 years.

§10 SEVERABILITY CLAUSE

The invalidity or unenforceability of individual provisions of these General Terms and Condition shall not affect the validity of the remaining parts. In place of the invalid provision, those provisions shall be deemed agreed upon which are legally valid and legally permissible and which come closest economically to the purpose of the invalid or unenforceable provisions and the intention of the parties.

§11 FINAL PROVISIONS

11.1 The contractual relationship between Passengers friend and the client as well as these General Terms and Conditions shall be governed exclusively by the law of the Federal Republic of Germany. However, the application of German private international law and the UN Sales Convention (CISG) is excluded. If the client is a consumer (cf. § 8), the mandatory consumer protection provisions applicable in the state where the client has their habitual residence shall furthermore apply, provided these offer the client broader protection.

11.2 The content of the contract concluded between the client and Passengers friend results from these General Terms and Conditions as well as the specific details transmitted in texts, emails, and, where applicable, letters within the framework of the contractual relationship. The contract is furthermore not accessible or available to the client on the Internet.

11.3 Deviating or supplementary agreements between the contracting parties do not exist and require written form as far as legally permissible. This also applies to the modification of the written form requirement itself.

11.4 If the client is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all claims arising from the contractual relationship shall be Lüdinghausen.

§12 PF GOLD ADDITIONAL PROTECTION

12.1 Subject Matter of the Contract

PF Gold is a paid additional service that can only be purchased via the website of Passengers friend GmbH. PF Gold offers air passengers protection against flight disruptions (delays, cancellations, missed connecting flights) within the framework of EU Air Passenger Rights Regulation (EC) No 261/2004. Upon purchase, the client receives a purchase confirmation, which serves as proof of protection. Each PF Gold protection (individual protection, couples & families, or group protection) always applies to a complete flight booking (one booking reference/PNR).

12.2 Scope of Services

In the event of compensation, upon examination of claim eligibility by Passengers friend, the client receives a compensation payment of up to €600 per person in accordance with statutory requirements. Clients with PF Gold generally pay 0% commission and receive 100% of the compensation. Excepted from this, however, are separate individual commission agreements, on the basis of which PF Gold clients may, in individual cases, have to pay a deviating commission, in particular one other than 0%. Payout takes place exclusively after successful claim enforcement by Passengers friend. Passengers friend undertakes claim enforcement against the airline in its own name and for its own account.

12.3 Variants

- Individual Protection (One-off): Applies to a complete flight booking (one booking reference/PNR) for a single person.
- Couples & Families (One-off; shared registered address, one rate per group): Applies to a joint flight booking (one booking reference/PNR) of two or more persons with a shared registered address – one rate per booking.
- Group Protection (12 persons or more, price per person): Applies to a joint group flight booking (one booking reference/PNR) – price per person, protection for the entire booking unit.
- Annual Subscription Individual (all flights of one person within 12 months from contract start).
- Annual Subscription Couples & Families (all flights of a shared registered address within 12 months from contract start).

12.4 Obligations of the Client

The client submits the flight problem digitally and indicates that they are a PF Gold customer. They transmit the required evidence completely and truthfully. In the case of annual subscription contracts, proof must be submitted separately for each flight incident.

12.5 Remuneration and Term Remuneration for PF Gold is based on the price stated at the time of booking and is due for payment in advance. Annual subscriptions have a minimum term of twelve (12) months from the start of the contract. The subscription automatically renews for another twelve (12) months unless the customer terminates it in text form at least four (4) weeks prior to the end of the respective contract term. A (pro-rata) refund for unused services is excluded.

12.6 Execution Submission of the application for enforcement of compensation claims takes place exclusively digitally. Payout by Passengers friend will only take place after full receipt of the compensation sum by Passengers friend. Under PF Gold, only those air passenger rights claims and damages can be asserted that arose after entering into the PF Gold contract.

CANCELLATION POLICY

RIGHT OF CANCELLATION

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day of the conclusion of the contract. To exercise your right of cancellation, you must inform us

Passengers friend GmbH
Mühlenstraße 24
59348 Lüdinghausen
Germany

Phone: +49 (0) 2591 253 98 9
Email: info@passengersfriend.com

of your decision to cancel this contract by means of a clear declaration (e.g., a letter sent by post or an email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cancellation period has expired.

CONSEQUENCES OF CANCELLATION

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If the performance of the contract has already begun during the 14-day cancellation period, you lose your right of cancellation. The performance of the contract begins with our first demand issued to the opposing party as well as the confirmation thereof sent to the contact email address provided to us.