

# Terms and conditions for Trusted Shops Buyer Protection (guarantee declaration)



**TRUSTED SHOPS®**  
The safe way to web shopping

## I. Services

The Trusted Shops Guarantor\* (guarantor) offers you, as a customer of a certified online shop or online travel agency with the Trusted Shops Guarantee, the following protection in the event of any of the circumstances listed in clause II.:

- reimbursement of the purchase price of the goods ordered from the online shop in the event of non-delivery;
- reimbursement of the purchase price following return postage of the product to the online shop;
- reimbursement of travel costs in the event that the online travel agent fails to provide travel documents;
- reimbursement of fees paid in the event that agreed services are not provided; and
- reimbursement of up to 50 EUR excess payment in the event of misuse of your credit card in connection with your online order from an online shop or online travel agency.

Trusted Shops GmbH handles guarantee claims on behalf of the guarantor\*.

## II. Prerequisites

### 1st Conclusion of the Trusted Shops Guarantee

You have ordered a product or service from an online shop or have booked a holiday online from an online travel agency with Trusted Shops GmbH certification, have paid for these services (e.g. credit card payment) and registered for the Trusted Shops Guarantee as part of this process. Trusted Shops GmbH has sent confirmation of the Trusted Shops Guarantee from the guarantor via email with your transaction number.

### 2nd Benefit cases

The Trusted Shops Guarantee applies exclusively to such orders for which one of the benefit cases listed below (lit. a - e) comes into force within the agreed period of coverage\*\* after the receipt of the online shop order. In the case of recurring services, the Trusted Shops Guarantee extends solely to the initial partial service provided and not to subsequent services. If this has occurred in accordance with the contract, no claims for reimbursement as per the Guarantee may be made for further partial services.

- Reimbursement of the purchase price of the goods ordered from the online shop in the event of non-delivery:

if you do not receive the product ordered or the order is only partially fulfilled within the agreed period of coverage\*\* following placement of the order in the online shop, you are obliged to inform Trusted Shops GmbH within at least 7 calendar days in accordance with Clause III. In the event of orders by persons who are not consumers, delivery is considered to have been completed upon dispatch of the product to the transport company.

Trusted Shops GmbH assumes responsibility for the completion of the claim against the online shop following notification of non-delivery. In the event that the online shop fails to reimburse your money within 30 calendar days of this notification, you will receive reimbursement from the guarantor\* as part of the Trusted Shops Guarantee up to the agreed amount covered\*\*.

The Trusted Shops Guarantee does not cover any other claims against the online shop that do not fall within the purchase contract (e.g. mobile phone charges, credit notes or fees), nor does it cover any claims for compensation.

- Reimbursement of the purchase price following return postage to the online shop:

you have the right to claim reimbursement of the purchase price as well as the return postage costs for which you are not liable, given that you exercise your right to cancel or return in accordance with long distance sales contract regulations within the due time and that you return the product to the online shop in accordance with the formalities and deadlines as stated in the purchase contract, whereby you must provide proof of having returned the product (e.g. registered post for large packages; not necessary for smaller items). Please note that certain products may not be returned in accordance with the guidelines regarding long distance sales contracts (e.g. perishable food products or custom made products). You must notify Trusted Shops GmbH of the return of the product in accordance with Clause III at the latest within the agreed period of coverage\*\* plus 7 calendar days after the online shop's receipt of the order. In the event that the online shop fails to reimburse your money within 30 calendar days of the period of coverage\*\* as per the contract, you will receive reimbursement from the guarantor as part of the Trusted Shops Guarantee up to the agreed amount covered\*\*. Particular attention should be paid to the varying national regulations, especially pertaining to withdrawal deadlines\*\*\*.

The Trusted Shops Guarantee does not cover warranty claims in the event of product returns.

- Reimbursement of the travel costs in the event that the online travel agent fails to provide travel documents:

you have a right to claim reimbursement of the travel costs in the event that the online travel agent fails to provide you with the

necessary travel documents. This also applies to the travel agent's failure to provide the travel documents at an agreed upon collection point (e.g. airport check-in desk). Prerequisites for this are: (1) that the journey could not be embarked upon due to the aforementioned default, or that the travel agent did not offer an adequate replacement (surcharges up to 30% of the travel price are considered reasonable); (2) that you are in possession of a travel confirmation document (3) that you report the compensation case immediately in accordance with Clause III, at the latest within 2 calendar days after the promised date of provision of services; (4) that in the event of an arrangement to personally collect the travel documents, you have written confirmation from the staff from whom you were to collect the travel documents that they were not provided and that you were unable to embark on the holiday. The aforementioned prerequisites must be proven by presenting appropriate documentation. In the event that the online travel agent fails to reimburse travel costs within thirty days of informing Trusted Shops GmbH, you will receive reimbursement as part of the Trusted Shops Guarantee up to the agreed amount covered\*\*. In the event that within the period of one calendar month several benefit cases arise from your Trusted Shops Guarantees and the total travel costs exceed the amount covered\*\* agreed upon, you will be awarded a single payment of the maximum liability sum paid in accordance with the amount covered\*\* agreed upon, as compensation for the benefit cases resulting from your Trusted Shops Guarantees.

The Trusted Shops Guarantee does not cover the insolvency of an online travel agency and nor can it be used in conjunction with an insolvency process (e.g. upon reaching/exceeding the maximum limit of liability); this coverage is provided solely by the travel confirmation document. The Trusted Shops Guarantee similarly does not cover cases in which claims against online travel agencies are or can be covered by travel cancellation insurance, nor can the guarantee be used in conjunction with such insurance (e.g. upon reaching the maximum limit of liability or with insurance excesses); this is covered solely by travel cancellation insurance.

- Reimbursement of fees in the event that services are not provided as agreed upon:

you have a right to claim reimbursement of the fees in the event that an online shop fails to provide you with the services purchased. If the service purchased is not provided within the period of coverage\*\* agreed upon after the online shop has received your order or is not provided at the time agreed upon, you must notify Trusted Shops GmbH within 2 calendar days in accordance with Clause III. Trusted Shops GmbH assumes responsibility for the completion of the claim with the online shop. In the event that the online shop fails to reimburse your money within 30 calendar days of this notification, you will receive reimbursement from the guarantor as part of the Trusted Shops Guarantee up to the agreed amount covered\*\*.

The Trusted Shops Guarantee does not cover warranty claims related to the ongoing service contract, but solely covers the reimbursement of fees in the event that the services agreed upon are not provided. It is not valid for reimbursement claims against the online shop that result from having exercised a right to withdrawal.

- Reimbursement of excess payment in the event of misuse of your credit card:

insofar as a credit card company indemnifies you of any liability in the event of misuse of your credit card, and insofar as misuse of your credit card can be clearly traced back to the use of the same credit card in the guarantee-protected online transaction, the insurance company shall cover an excess payment of up to 50 EUR.

## III. Notice of loss and proof

The Trusted Shops GmbH homepage includes a page where you can register a guarantee claim by entering your transaction number. You can also make a guarantee claim in writing or via email. In this case the name of the online shop or online travel agency, and the order or contract number must be stated.

The delivery of the ordered goods is assumed in the case of the postage of a package by a mail-order company and receipt by you unless proven otherwise; the general terms and conditions of the mail-order company must be referred to in such cases when proving non-delivery (e.g. immediate notice of loss and written record of non-delivery from Royal Mail). Insofar as the online shop can provide evidence of delivery by the mail-order company (e.g. accepted by a neighbour), you must provide sufficient evidence of non-delivery (e.g. statutory declaration). All payments and returns must be documented and provided to Trusted Shops in an appropriate form (e.g. copy of bank statement, collection on delivery receipt, copy of postal receipt, witness statements) within 7 calendar days after claiming for reimbursement of purchase price.

The provision of a service is assumed in the case of your countersigned confirmation of the provision of the service (e.g. on the order note) or your acceptance, or alternatively with services that entail delivery, in the event of provision of the delivery by a mail-order company or the service provider itself and acceptance by you, unless proven otherwise; the regulations concerning proof of non-delivery apply. In the case of

transfers via electronic data communication (downloads), the performance of the service is assumed upon the completion of the electronic data transfer, unless proven otherwise.

## IV. Mitigation of loss and assignment of claims

You are obliged to take all measures possible to avoid a compensation case, e.g. refuse to accept a C.O.D. parcel if at the time of delivery you are aware that the online shop has filed for insolvency. Should the opportunity arise to withdraw or otherwise reverse a payment that has already been made, you are obliged to do so (for example cancelled direct debit or credit card payment).

Once you have received reimbursement as part of the Trusted Shops Guarantee, you relinquish all rights to claim against the online shop, online travel agency, or any third parties, including all subsidiary rights, to the guarantor. The guarantor accepts the assignment of the claim.

## V. Right to cancel for consumers

Consumers have the right to cancel as described in the following. A consumer is any natural person who concludes a legal transaction that can be assigned neither to their business nor self-employed professional occupation.

**Right to cancel**  
You have the right to cancel your contractual obligations within 14 days (cooling off period) without having to provide reasons in writing or in another durable medium (e.g. letter, fax, email). The cooling off period begins with receipt of this policy in writing or in another durable medium, however not before the conclusion of contract and not before the fulfillment of our duties to provide information regarding long distance sales and e-commerce. Sending notification of cancellation on time suffices to adhere to the cancellation deadline.  
Cancellation notification should be sent to:  
Trusted Shops GmbH  
Subbelrather Straße 15c  
50823 Cologne  
Consequences of cancellation  
In the event of an effective cancellation, the services received by both parties must be returned and any possible profits (e.g. interest) must be paid out. In the event that you are unable to return the services and profits (e.g. advantages of using) received, or only in an inferior condition, you are obliged to replace the deficit value. This can result in your being obliged to fulfil the contractual payment obligations for the time period until the cancellation. Obligations to reimburse payments must be fulfilled within 30 days. The time period begins for you with the posting of your cancellation declaration, and for us upon its receipt.  
End of information on the right to cancel.

## VI. Final provisions

This contract and any disputes that may result from or be connected with it are subject exclusively to the laws of the Federal Republic of Germany. For contracts with a purpose that cannot be assigned to the professional or business activities of the claimant (contract with consumer), this provision is applicable only insofar as the guaranteed coverage is not contravened by the legal regulations of the country in which the consumer has their permanent residence.

The official contract language is English.

Complaints can be directed to the responsible supervisory body, the Bundesanstalt für Finanzdienstleistungsaufsicht – Bereich Versicherungen -, Graurheindorfer Straße 108, 53117 Bonn.

\* Trusted Shops Buyer Protection is provided to you by one of the following Trusted Shops Guarantors:

1. Atradius Kreditversicherung, Niederlassung der Atradius Credit Insurance N.V., Opladener Straße 14, 50679 Cologne, General Representative: Dr. Thomas Langen, Local Court Cologne HRB 53815, Main business: credit insurance

2. TCRe Germany, Niederlassung der TRADE CREDIT Re Insurance Company S.A., Spichernstraße 6a, 50672 Cologne, General Representative: Robert Brixius, Local Court Cologne HRB 62129, Main business: credit insurance

General Representative for Germany: Dr. Thomas Langen, local court Cologne HRB 53815, main business: credit insurance.

\*\* The amount covered and period of coverage can be viewed by clicking on the Seal of Approval on the certificate in the respective online shop and are confirmed by email. The period of coverage can be 30, 60, 90 or 120 calendar days.

\*\*\* 7 working days applies to consumers based in Austria, Bulgaria, France, Ireland, Lithuania, Luxembourg, the Netherlands, Slovakia, Spain and the United Kingdom; 8 working days: Hungary; 10 days: Poland; 10 working days: Greece, Italy and Romania; 14 days: Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia. There is currently no right to withdrawal for distance selling for citizens of Switzerland.