

**Jurisprudência****Informações sobre o processo**

**ID nacional:** Supreme Court, Judgment 15008/15 3T8LSB.L1.S1

**Estado-Membro:** Portugal

**Designação comum:** N/A

**Tipo de decisão:** Decisão do Supremo Tribunal

**Data da decisão:** 13/12/2018

**Tribunal:** Supreme Court

**Assunto:**

**Requerente:**

**Requerido:**

**Palavras-chave:** Contract Law, B2C, consumer, professional, purchaser, vulnerable consumer, consumer goods, consumer rights, goods, services, consumer rights, consumer guarantee

**Artigos da diretiva**

Package Travel Directive, [link](#)

**Nota introdutória**

Joint and several liability regime of Insurance Companies and the Travel and Tourism Guarantee Fund (TTGF) for the breach of services contracted with travel and tourism agencies (package travel contract) is a measure implemented to strengthen the guarantees of compensation for the consumers. This measure corresponds to an increase in the Portuguese legislation of the guarantees provided in Article 7 of Directive 90/314 / EEC, which provides for the minimum imperativeness of the measures enshrined therein.

**Factos**

The plaintiffs (32 natural persons as consumers) contracted with a travel agency a package travel trip to Israel. After all the claimants had made the corresponding payments for said trip, only days before the trip began, they were informed by the travel agency that the trip had been canceled. Said cancellation was due to the fact that the travel agency's accounts had been seized and that they had not proceeded to book and pay for air tickets, hotels and other supplements.

The plaintiffs demanded from the insurance company the reimbursement of the amounts paid but it claimed that said refund was not included in the scope of the civil liability insurance policy.

In 2015, the travel agency was declared insolvent by a final judgment.

Now, the insurance company defends that it has no obligation to face the reimbursement of the requested amounts, arguing that, in case of cancellation of the trip, the obligation to return the amounts paid by consumers falls on the Travel and Tourism Guarantee Fund. It also adds that the coverage of this risk is excluded from the terms provided in the general conditions of the contract of liability insurance contracted by the travel agency.

**Questões jurídicas**

Package travel contract between professional and consumer. Compulsory civil liability insurance. Scope of coverage of the policy ("risks derived from the activity"). Liability of the travel and tourism agency for total or partial breach of the contract for the provision of services concluded with the consumer, compulsory insurance for civil liability, and civil liability of the Travel and Tourism Guarantee Fund as a measure to strengthen the guarantees of effective compensation of consumers for the breach of services contracted with travel and tourism agencies.

**Decisão**

URL: <http://www.dgsi.pt/jstj.nsf/954f0ce6ad9dd8b980256b5f003fa814/1082aaca327c928e802583620058f33f?OpenDocument>

Texto integral: [Texto integral](#)

**Processos conexos**

Sem resultados disponíveis

**Bibliografia jurídica**

Sem resultados disponíveis

**Resultado**

N/A