

Package travel and linked travel arrangements: make the protection of travellers more effective and simplify and clarify certain aspects

2023/0435(COD) - 11/09/2025 - Text adopted by Parliament, partial vote at 1st reading/single reading

The European Parliament adopted by 535 votes to 36, with 47 abstentions, **amendments** to the proposal for a directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive.

The matter was referred to the committee responsible for interinstitutional negotiations.

The proposed directive would apply to packages offered for sale or sold by professionals to travellers.

The main amendments adopted in plenary are as follows:

Amount of prepayments

Members abandoned the proposal to limit pre-payments made by clients to travel operators. It is proposed that Member States may, in accordance with national provisions, introduce limits on pre-payments.

Termination fees

In the pre-contractual information provided to the traveller, the organiser should clearly state either the specific amount of the standardised termination fee or the calculation method in the pre-contractual information provided to the traveller. The standardised termination fee should be appropriate and justifiable, taking into account for example the timing of the termination before the start of the package, the expected cost savings, and the potential income from the alternative deployment of travel services.

Reasons for trip cancellation

The updated rules clarify the conditions for cancelling a trip. If unavoidable or extraordinary circumstances arise at the travel destination or departure point before a trip, or affect the journey, travellers should be able to cancel their trips without penalty and receive a full refund.

Whether a cancellation is justifiable must be assessed on a case-by-case basis. However, Members believe that any **official travel warning issued up to 28 days before the planned departure** should be an important factor to consider.

The definition of ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken, including inter alia war or conflict, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.

Rules relating to vouchers

Member States should ensure that, where a contract is terminated, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund. The organiser may offer a voucher of a higher value than the traveller's refund right.

The traveller's consent should not be assumed. Before issuing a voucher, the organiser shall always seek the **express consent** of the traveller. The traveller should be informed of (i) the value of the voucher; (ii) the fact that the voucher can be used in full or in part and that it can be used for any travel service proposed by the organiser; (iii) the fact that the voucher can be transferred once and without any fee; (iv) the validity period of the voucher and the rights of travellers in relation to vouchers and the fact that these will not change during the validity period of the voucher.

For travellers who opt for a voucher, the organiser should offer an **alternative** that, at a minimum, meets their convenience in choosing travel services. Furthermore, these travellers should be given priority in their choice of travel services. Travellers will lose their right to a refund during the validity period of the voucher after accepting the voucher on a durable medium. The parties may at any time agree on a full or partial refund before a voucher is redeemed or expires.

Vouchers could be used for **all travel services** proposed by the organiser. Travellers may use vouchers for one or more services offered by organisers and in parts on different occasions. If the voucher is partially redeemed, the organiser shall refund the remaining amount of the voucher as soon as possible and **at the latest within 14 days** after the partial redemption of the voucher, without the need of any prior request by the traveller.

Vouchers should be transferable to another traveller **only once without any additional cost**. The traveller should inform the organiser in writing of the transfer of the voucher, and should provide the organiser with the transferee's personal data necessary to redeem the voucher or to receive a refund at the end of its validity period.

Insolvency protection

Member States should ensure that, where an organiser becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:

- the fact of the organiser's insolvency;
- the name and contact details of the entity providing insolvency protection; and
- their rights in relation to packages that have already started or that can still be performed.

Refunds of payments affected by the organiser's insolvency should be provided without undue delay after the traveller's request and at the latest **within six months** after the traveller has submitted the documents necessary to examine the request.

Complaints handling

Each organiser and retailer should set up a complaint-handling mechanism for the rights and obligations covered by this Directive. They should make their contact details and working language, or languages, known to travellers and available to consumers at the same time of the documents to be supplied before the start of the package.

Fines

The maximum amount of the fines should be at least **4%** of the trader's annual turnover in the Member State or Member States concerned.