

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

2023/0435(COD) - 12/03/2026 - Text adopted by Parliament, 1st reading/single reading

The European Parliament adopted by 537 votes to 2 and 24 abstentions a legislative resolution on 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 European Parliament adopted its position at first reading by amending the Commission's proposal.

This Directive applies to packages offered for sale or sold by traders to travellers and to specific information requirements applicable to certain situations not leading to the creation of a package. It does not apply to: (i) packages covering a period of less than 24 hours unless overnight accommodation is included; (ii) packages offered occasionally and on a not-for-profit basis and only to a limited group of travellers.

## *Definition of a package holiday*

A package holiday is defined as a combination of at least two different types of travel services for the purpose of the same trip or holiday. If these services are combined by one trader, or concluded with individual travel service providers, those services are:

- purchased from a single point of sale and have been selected before the traveller agrees to pay;
- purchased from separate traders through linked online booking processes where the traveller's personal data through which the traveller can be identified as a contracting party are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract with that other trader or those other traders is concluded **at the latest 24 hours** after the confirmation of the booking of the first travel service.

If the tour operator invites the customer to book additional services, the customer must be informed if these are not included in the package of services already booked.

## *Termination*

Member States must ensure that travellers have the right to terminate the package travel contract at any time **before the start of the package**. When a traveller terminates the package travel contract, they may be required to pay the organiser appropriate and justifiable cancellation fees, provided that the contract stipulates that such fees may be charged.

## *Vouchers*

Where a package travel contract is terminated, the organiser has the right to offer the traveller the choice of accepting a voucher corresponding to at least the amount of the refund to which the traveller is entitled

instead of a refund. The organiser may offer a voucher of a higher value than the traveller's refund right. The traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts.

When offering a voucher to the traveller, and before the traveller expressly accepts it, the organiser should inform that traveller clearly and prominently, of the following:

- the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher;
- the value of the voucher;
- the amount of the traveller's refund right and the fact that that amount is covered by the organiser's insolvency protection;
- the fact that the voucher can be used in full or in part and that it can be used for any travel service offered by the organiser;
- the validity period of the voucher;
- the fact that the voucher can be transferred once only, and that the transfer is free of charge;
- the fact that, if the voucher has not been redeemed up to the full amount of the traveller's refund right by the end of its validity period, the traveller is to be paid the remainder of that refund right within **14 days** after the end of that validity period, without the need for any prior request.

The voucher should be valid for a maximum of **12 months** from the date on which the traveller expressly accepts it. That validity period may be extended once only, for up to 12 months, provided that both parties expressly agree to that extension.

The transfer should only be valid only if the traveller who transfers the voucher informs the organiser, on a durable medium, of the transfer and provides the transferee's personal data necessary for the transferee to redeem the voucher or to receive a refund at the end of the voucher's validity period.

### ***Complaint-handling***

The organiser should ensure that it is **easily contactable** through contact points and able to respond efficiently to queries from, or on behalf of, travellers, and in particular those in relation to where a traveller is in difficulty, or in relation to any lack of conformity occurring during the performance of the package and the related remedies. The organiser should also acknowledge receipt of such complaints within **7 days** from their receipt and should provide a reasoned reply to the traveller within **60 days** after the date of the complaint.

### ***Insolvency protection***

If the tour operator goes bankrupt, travellers must be reimbursed without undue delay and, in any event, **no later than 6 months** after the submission of the documents necessary for the examination of their application (9 months for very complex bankruptcies affecting, for example, travellers from several Member States).

In the event of an organiser's insolvency, travellers should be informed without undue delay, the fact of the organiser's insolvency and the name and contact details of the entity in charge of insolvency protection.

Each Member State should ensure that online inventories listing all organisers and, where applicable, retailers established in its territory and covered by insolvency protection under the national provisions transposing this Directive are publicly accessible and kept up to date.

If a Member State has doubts about an organiser's insolvency protection, it should seek clarification from the organiser's Member State of establishment.