

Basic information	
<p><b>2023/0435(COD)</b></p> <p>COD - Ordinary legislative procedure (ex-codecision procedure) Directive</p>	Awaiting signature of act
<p>Package travel and linked travel arrangements: make the protection of travellers more effective and simplify and clarify certain aspects</p> <p>Amending Directive 2015/2302 <a href="#">2013/0246(COD)</a></p> <p><b>Subject</b></p> <p>4.50 Tourism 4.60.06 Consumers' economic and legal interests</p>	

Key players				
European Parliament	<b>Committee responsible</b>		<b>Rapporteur</b>	<b>Appointed</b>
	<span style="border: 1px solid red; padding: 2px;">IMCO</span> Internal Market and Consumer Protection		AGIUS SALIBA Alex (S&D)	30/09/2024
	<b>Former committee responsible</b>		<b>Former rapporteur</b>	<b>Appointed</b>
	<span style="border: 1px solid red; padding: 2px;">IMCO</span> Internal Market and Consumer Protection		AGIUS SALIBA Alex (S&D)	08/01/2024
	<b>Committee for opinion</b>		<b>Rapporteur for opinion</b>	<b>Appointed</b>
	<span style="border: 1px solid red; padding: 2px;">TRAN</span> Transport and Tourism		OETJEN Jan-Christoph (Renew)	18/11/2024
	<span style="border: 1px solid red; padding: 2px;">JURI</span> Legal Affairs		The committee decided not to give an opinion.	
	<b>Former committee for opinion</b>		<b>Former rapporteur for opinion</b>	<b>Appointed</b>
	<span style="border: 1px solid red; padding: 2px;">TRAN</span> Transport and Tourism		OETJEN Jan-Christoph (Renew)	16/01/2024
	<span style="border: 1px solid red; padding: 2px;">JURI</span> Legal Affairs		The committee decided not to give an opinion.	
	Council of the European Union			
	European	Commission DG	Commissioner	

Commission	Justice and Consumers	REYNDERS Didier
	European Economic and Social Committee	

Key events			
Date	Event	Reference	Summary
29/11/2023	Legislative proposal published	COM(2023)0905 	Summary
18/01/2024	Committee referral announced in Parliament, 1st reading		
13/11/2024	Committee referral announced in Parliament, 1st reading		
26/06/2025	Vote in committee, 1st reading		
16/07/2025	Committee report tabled for plenary, 1st reading	A10-0140/2025	
10/09/2025	Debate in Parliament		
11/09/2025	Decision by Parliament, 1st reading	T10-0195/2025	Summary
11/09/2025	Results of vote in Parliament		
11/09/2025	Matter referred back to the committee responsible for interinstitutional negotiations		
27/01/2026	Approval in committee of the text agreed at 1st reading interinstitutional negotiations	GEDA/A/(2026)000154 PE782.332	
11/03/2026	Debate in Parliament		
12/03/2026	Decision by Parliament, 1st reading	T10-0085/2026	Summary
12/03/2026	Results of vote in Parliament		
30/03/2026	Act adopted by Council after Parliament's 1st reading		

Technical information	
Procedure reference	2023/0435(COD)
Procedure type	COD - Ordinary legislative procedure (ex-codecision procedure)
Procedure subtype	Legislation
Legislative instrument	Directive
Amendments and repeals	Amending Directive 2015/2302 <a href="#">2013/0246(COD)</a>
Legal basis	Treaty on the Functioning of the European Union TFEU 114
Other legal basis	Rules of Procedure EP 165
Mandatory consultation of other institutions	<a href="#">European Economic and Social Committee</a>
Stage reached in procedure	Awaiting signature of act
Committee dossier	IMCO/10/00297

## Documentation gateway

### European Parliament

Document type	Committee	Reference	Date	Summary
Committee draft report		<a href="#">PE768.075</a>	25/02/2025	
Amendments tabled in committee		<a href="#">PE771.955</a>	31/03/2025	
Committee opinion	<a href="#">TRAN</a>	<a href="#">PE767.919</a>	14/04/2025	
Committee report tabled for plenary, 1st reading/single reading		<a href="#">A10-0140/2025</a>	16/07/2025	
Text adopted by Parliament, partial vote at 1st reading /single reading		<a href="#">T10-0195/2025</a>	11/09/2025	<a href="#">Summary</a>
Text agreed during interinstitutional negotiations		<a href="#">PE782.332</a>	22/01/2026	
Text adopted by Parliament, 1st reading/single reading		<a href="#">T10-0085/2026</a>	12/03/2026	<a href="#">Summary</a>

### Council of the EU

Document type	Reference	Date	Summary
Coreper letter confirming interinstitutional agreement	<a href="#">GEDA/A/(2026)000154</a>	19/12/2025	
Draft final act	<a href="#">00004/2026/LEX</a>	16/04/2026	

### European Commission

Document type	Reference	Date	Summary
Legislative proposal	<a href="#">COM(2023)0905</a> 	29/11/2023	<a href="#">Summary</a>
Document attached to the procedure	<a href="#">SEC(2023)0540</a>	30/11/2023	
Document attached to the procedure	<a href="#">SWD(2023)0905</a> 	30/11/2023	
Document attached to the procedure	<a href="#">SWD(2023)0906</a> 	30/11/2023	
Document attached to the procedure	<a href="#">SWD(2023)0907</a> 	30/11/2023	
Document attached to the procedure	<a href="#">SWD(2023)0908</a> 	30/11/2023	

### National parliaments

Document type	Parliament /Chamber	Reference	Date	Summary
Contribution	<a href="#">CZ_SENATE</a>	<a href="#">COM(2023)0905</a>	18/03/2024	
Contribution	<a href="#">ES_PARLIAMENT</a>	<a href="#">COM(2023)0905</a>	18/03/2024	

### Other institutions and bodies

Institution/body	Document type	Reference	Date	Summary
EESC	Economic and Social Committee: opinion, report	<a href="#">CES5478/2023</a>	24/04/2024	

Additional information		
Source	Document	Date
EP Research Service	Briefing	13/02/2025
European Commission	EUR-Lex	

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

2023/0435(COD) - 29/11/2023 - Legislative proposal

**PURPOSE:** to amend Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive.

**PROPOSED ACT:** Directive of the European Parliament and of the Council.

**ROLE OF THE EUROPEAN PARLIAMENT:** the European Parliament decides in accordance with the ordinary legislative procedure and on an equal footing with the Council.

**BACKGROUND:** Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314 /EEC on package travel, package holidays and package tours or which were in a legal grey area, and strengthened the rights of travellers in different respects.

While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.

**CONTENT:** this draft Directive aims to amend Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive. It seeks to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector.

The specific provisions of the proposal concern the following:

### **Definitions**

The definition of a package is adapted to reflect that, when services are purchased from separate traders through linked online booking processes, they are considered as a package when the **traveller's personal details are transferred from one trader to another trader**. Bookings of different types of travel services for the same trip or holiday at one point of sale within a short period of time are considered as packages in the same way as bookings of different types of travel services for the same trip or holiday at one point of sale where the services are selected before the traveller concludes the first contract.

The revised Directive also clarifies that a combination of one or more types of services related to transport, accommodation or car rental with one or more other tourist services that do not account for more than 25% of the value of the combination and are not advertised as and do not represent an essential feature of the combination, do not constitute a package.

In addition, the definition of linked travel arrangement is also simplified and clarified.

### **Termination of the contract before the start of a package**

The proposal clarifies that this right applies in the event of **unavoidable and extraordinary circumstances** at the travel destination or its immediate vicinity or affecting the journey to the destination but also at the places of residence or departure, in all cases significantly affecting the performance of the package travel. Contracts may be terminated where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances.

The proposal also clarifies that **official travel warnings** issued by authorities or serious restrictions covering the travel destination or after returning from there are important elements in assessing whether unavoidable and extraordinary circumstances have arisen and significantly affect the performance of a package.

### ***Refunds***

When it comes to refunds, there is a chain of service providers, package organisers and travellers. Travellers will continue to be entitled to a **refund within 14 days**. This will be facilitated because package organisers, most of whom are small and medium-sized enterprises (SMEs), will have the right to a refund from service providers within 7 days. The fact that they get their refund within one week, enables them in turn to refund their clients within two weeks in total.

### ***Vouchers***

A new article on vouchers is also proposed specifying that when a contract is terminated, organisers may issue travellers with vouchers instead of a cash refund, but before accepting them, the traveller must be informed that they are not obliged to accept the voucher. Such vouchers should be valid for 12 months and their duration may be extended once with the approval of both parties. Their value must be at least equal to the amount of the refund. They must be transferable and covered by insolvency protection.

### ***Payments***

The proposal includes a new article on payments which provides that, in principle, downpayments may not exceed 25% of the package price and that the remaining payments may not be due earlier than 28 days before the start of the package. However, higher downpayments may be requested where this is necessary to ensure the organisation and performance of the package. This does not apply to packages booked less than 28 days before the start of the package and for package travel gift boxes.

### ***Clearer Information***

Holidaymakers will receive clear information on whether a combination of travel services constitutes a package, who is liable if there are problems, and on their rights as package travellers.

## **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.

## **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.