



Council of the European Union  
General Secretariat

Brussels, 06 November 2025

---

---

**Interinstitutional files:  
2023/0435 (COD)**

---

---

WK 14857/2025 INIT

LIMITE

CONSOM

MI

COMPET

TOUR

TRANS

CODEC

*This is a paper intended for a specific community of recipients. Handling and further distribution are under the sole responsibility of community members.*

## CONTRIBUTION

---

From:	General Secretariat of the Council
To:	Delegations
Subject:	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 - Member States contributions

---

Delegations will find attached the Member States' contributions following the Working Party meeting held on 27 October 2025.

---

WK 14857/2025 INIT


**LIMITE**

# AT Written Comments on the Package Travel Directive

Wednesday, 29 October 2025

To some of the draft proposals communicated lately, AT cannot yet provide a position, as they are still under discussion. Where we have no comments, therefore, does not mean consent.

The following comments refer to the Presidency Flash communicated on the evening of Friday, October 24<sup>th</sup> 2025 and the drafting proposals communicated by e-mail on Sunday, October 26<sup>th</sup>, 2025.

 Federal Ministry  
Justice  
Republic of Austria

## Information obligations – Articles 5 and 7

**Lines 71, 71a and 71b (Articles 5(1)(a)(viii)):** AT can accept the proposed recital.

**Line 73b (Article 5(1)(f)):** AT can accept the changes to Article 5(1)(f).

**Lines 75e and 75f and 80b (Articles 5(3) and 7(1)):** AT can accept the proposal to only insert the reference to Directive (EU) 2019/882 in a recital, as well as the proposed recital, that the provided information only has to be in line with Annex I of Directive (EU) 2019/882, if it falls within the scope of the Directive.

## Prepayments – Article 5a

**Lines 76, 77, 78 and 79:** AT prefers the current wording of the recital in the Presidency Flash from October 22nd, 2025 as the reference to national legislation and case law make it clearer that such national provisions may exist.

## Alteration of other package travel contract terms – Article 11(2)

**Line 86b (Article 11(2)):** As previously stated, AT does not understand the reasoning behind this alteration. If the changes really are insignificant for the organiser to be able to change them (Article 11(1)(b)), then the obligation to immediately inform the traveller seems excessive. Article 11(3) already obliges the organiser to inform the traveller “without undue delay”. Information about the possible, but not yet certain, need to change the package travel contract, could be confusing for the traveller, as the changes are not certain. He therefore cannot look for alternative travel arrangements, as this could result in an additional booking, when maybe the changes to the already existing contract will not even happen.

## Termination of the package travel contract – Article 12

**Lines 87a, 87b, 87c and 87d (Article 12(1)) – red line:** Since line 87a stipulates that paragraph 1 is replaced, this would result in the deletion of the last two sentences in Article 12(1) of the current Directive: “In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.” Therefore, we advocate retaining these two sentences. There should be a provision for cases where no standardised termination fees have been specified in the package travel contract. The obligation to provide justification for the amount of the termination fees should also be retained. **This is a red line for AT.** AT, therefore, chooses Option 2.

**Line 89 (Article 12(2)):** The ECJ has sufficiently clarified this issue, therefore, AT considers it sufficient for this to be reflected in a recital.

**Lines 90 and 91 (Article 12(3a)):** AT can accept the proposed recital.

**Line 93 (Article 12(4)):** We can accept the proposal of adding Article 12(4).

## Vouchers – Article 12a

**Lines 98a, 99, 102a and 103:** We can accept (and prefer) “expressly” instead of “actively” and the proposed recital.

**Line 106:** We can accept having to confirm the transfer of a voucher instead of marking it.

## BE position on technical elements (Council working group meeting of 27 October 2025)

### **Exclusion of business travellers:**

The presidency explained the EP position on excluding business travellers, stating that EP intends to avoid that large companies, who do not always work through a general agreement, may benefit from the rights granted under the PTD. Belgium urges the presidency to defend the current text of the directive. Where large companies may indeed lose benefits, SME's stand to lose a lot more as a result of the limitation of the scope of the PTD. If needed, BE is open to discuss proposals for a compromise that would ensure that SME's do not lose the much needed protection offered by the directive.

### **Information requirements for non-packages – articles 1, 2 and 5**

Line 49, 51 and 75d:

BE has concerns about the broader definition of a “package” in article 3 (see below). Should the final text include such broadened definition, it would be preferable to make the necessary adjustments to the information requirements for non-packages.

### **Definitions – article 3 – line 58 and 61a**

BE is in favour of defending the Council mandate on this point. The directorate-general Economic Inspection of the FPS Economy informs us that they do not encounter such arrangements as described in the proposal where the aim is to circumvent the regulation of package travel. Moreover, if such arrangements would exist, there is uncertainty as to how organisers would need to comply with the obligations under the directive (e.g., pre-contractual information). BE refers to the many concerns raised by member states on the application of this provision, as well as supports the request made by France and others to receive more information on the actual situations the EP hopes to cover with this provision.

Finally, Belgium seconds the comments made by Ireland during the working group meeting. There is a real risk that the scope of this provision will end up to be larger than intended, thus targeting companies that have no intent to circumvent the PTD. Ultimately, this could end up restricting consumer choice without strengthening consumer protection.

### **Unavoidable and extraordinary circumstances – art. 3(12) – lines 70c and 70d**

BE notes comments made by presidency that including “*objective*” would merely be stating the obvious. Nonetheless, we feel that by including an adjective, there is a risk that this could have unintended consequences and should therefore not be considered unless it is done with a very clear motive in mind. This addition may inadvertently trigger a change in existing case law. There

is no need to add “objective” if you look at current jurisprudence: in no court case up to now, exaggerated fears of travellers were taken into account as justifiable grounds for terminating a package travel contract without costs...

In addition to this, we note that with regards to regulation 261/2004, where a similar definition is proposed, there is no reference to “*objective*”.

BE welcomes the proposal that the list of examples be moved to the recitals.

### **Precontractual information – article 5 – line 71, 71a, 71b**

BE does not object to the proposal as such, but prefers that the reference be added through a definition (as is the case with the revision of Regulation 261/2004 on air passenger rights).

BE previously expressed its concern that this proposal should not lead to a disproportionate administrative burden on organisers. Therefore, BE can support the addition of the recital proposed in the Presidency Flash of 24 October 2025, which provides much needed context with regards to the actual obligation incumbent upon the organiser where it concerns the suitability of the trip for persons with a disability and reduced mobility.

In order to recognise that organisers are not always able to know everything about *all* services they include, BE would prefer that the final text refers to the information “*which they are able to provide*”.

#### Line 73 (article 5(1)(d))

BE is flexible on the proposed change.

#### Line 73b (article 5(1)(f))

BE is flexible on the proposed change.

#### Line 75e, 75f and 80b (articles 5(3) and 7(1))

BE welcomes the proposal to leave out the reference to Directive (EU) 2019/882 in the operative part and include a recital, provided it is made clear that the intent is not to expand the scope of Directive (EU) 2019/882. As for the additional sentence, BE would support the second option (“*It should be recalled that where the services concerned fall within the scope of Directive (EU) 2019/882, Annex I of that Directive (EU) sets out the relevant accessibility requirements*”).

### **Prepayments – article 5a**

#### Line 76, 77, 78 and 79

BE agrees in principle that limitations on pre-payments may be introduced by Member States if they decide to do so. With regards to the proposed alternate wordings for a recital, BE has a clear

preference for the proposal included in the second Presidency Flash of 24 October 2025, which is more clear and does not provide unnecessary detail (e.g., reference to both legislation and case law).

### **Art. 11 – Information on changes to be proposed**

BE welcomes the changes made to the previous proposal (e.g., “*without undue delay*” instead of “*immediately*”), but considers that the exact scope of the legal obligation needs to be clarified further.

### **Termination of the package travel contract – art 12**

Line 87a, 87b, 87c and 87d (Article 12(1))

BE is opposed to the proposed changes, which could ultimately lead to a decrease in consumer protection. The current text of the directive was intended to ensure that the cost for the consumer could be reduced if organisers could repurpose or resell (parts of) the package. BE prefers the current approach, which entails that:

- The contract may specify a standardised termination fee based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services; and
- In the absence of such standardised termination fee, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services.

The inclusion of a reference to a “*fixed amount*” or a “*percentage of the package price*” opens a window for a termination fee that does not take into account (expected) cost savings and income from the alternative deployment. This could lead, in practice, to higher termination fees for the consumer and a potential for the organisers to increase profit by selling the same travel service twice. The increased certainty that is meant to be achieved through these changes does not outweigh the potential decrease in consumer protection.

For these reasons, BE supports retaining the current article 12(1) of Directive (EU) 2015/2302. However, if necessary, BE would express preference for option 2.

Line 89 (Article 12(2))

Regarding “*objectively*”, see notes on related lines 70c and 70d.

With regards to quarantine requirements: BE welcomes the clarification provided by the European Commission on this point and confirms that the operative part should reflect quarantine requirements in the Member State of residence or departure.

Line 89a and 89b (art. 12(3))

BE has previously commented that there is no need to explicitly state that the organiser is able to offer the traveller, in a non-binding manner, alternatives to the package or the travel services included within that package. Therefore, the proposed change included in the EP mandate was superfluous.

The proposed provision now states that article 12(3) applies “*without prejudice to Article 11, paragraphs 2 to 5*”. BE considers this new proposed text to be legally incorrect, as both articles govern different situations. Article 11(2) refers to a number of specific situations that compel the organiser to propose a modification to the contract. Despite the proposed reference made in article 12(3), article 11 simply does not apply to the situation that the EP envisions. It does not make sense to state that provision B applies, *without prejudice to provision A*, if provision A does not apply to the situation.

BE is concerned that the proposed provision may be confusing for a legal subject reading it without being aware of the underlying rationale for the reference to article 11 and may additionally cause issues in the interpretation and application of the text.

BE would propose making the intent more clear by using alternate wording that excludes the need for a reference to article 11. It could, for instance, be considered to include a similar provision within article 12(3) as is included in article 11(2), combined with a provision on a partial refund as in article 11(4):

*“If the organiser has grounds for termination of the package travel contract, the traveller may accept a substitute package where this is offered by organiser, if possible of an equivalent or higher quality. Where the substitute package is of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.”*

Payment of amounts due would then be covered by article 12(4), whereas it may be uncertain whether otherwise article 11(4) would need to be applied.

Line 90 and 91 (art. 12(3a))

BE supports maintaining official warnings in the operative part of the text and is opposed to the proposed harmonisation of fines.

BE can be flexible as to the exact wording in light of a potential compromise, provided that this is in line with existing CJEU jurisprudence.

Line 93 (art. 12(4))

BE can be flexible on this point.

**Vouchers – art. 12(a)**Line 98a, 99, 102a and 103

No specific comments.

Line 106

No specific comments.

### **Insolvency protection – art. 17 and 18**

Line 117 (art. 17(6))

BE in favour of defending Council mandate and maintaining a term of 9 months. As far as the listing of documents is concerned, this should be left tot member states to regulate.

It should be noted that in many cases, a variety of additional documents and information needs to be gathered in order to be able to make an informed decision on a specific case, e.g., different versions of the contract, modifications that were agreed upon, documentation about various payments, recuperations and refunds already received, etc. Only if and when all of this information has been gathered, payment can ensue.

Line 119,119a, 120, 120a, 120b, 121

### **Online inventories**

BE welcome the proposed changes presented in the second Presidency Flash of 24 October 2025, which is a step in the right direction. As a point of attention, we note that the wording could include “*organisers, or where applicable retailers*”, as some member states use the option provided in the directive to also oblige retailers to take out insolvency protection.

Currently, Belgian legislation foresees an obligation for insurers to make accessible and keep up to date a listing of all of the organisers and retailers they insure. The Belgian authorities provide a [webpage](#) that contains links to all those listings. This has the benefit that it ensures the listings are up to date at the source (the insurer). Authorities are dependent on the information from insurers. It makes sense to refer to the source, ensuring that the traveller is always provided with the most up-to-date information.

Including a separate obligation on the authorities to host their own listings introduces an additional weak point into the system, as there is likely a delay in updating this information and an increase in the likelihood of erroneous information to be provided to the traveller. It would also entail additional costs for authorities to set up a separate database and keep this up to date. Meanwhile, the contract provides the traveller with the information on where the organiser has taken out insurance. So, in most cases, the traveller can very easily find the required information directly.

### **Complaint handling mechanism**

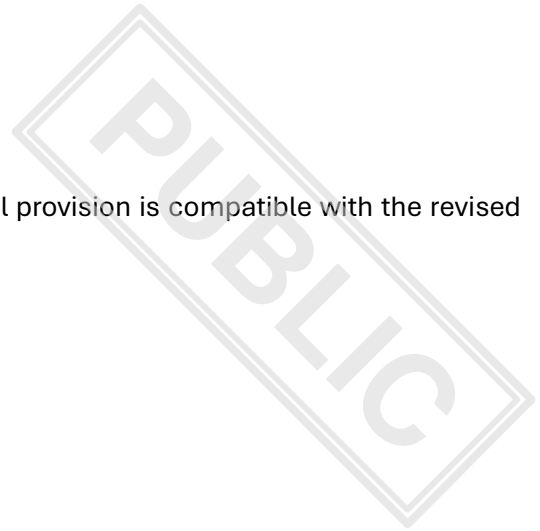
Line 132c-132k

BE can be flexible on this point.

**Alternative dispute resolution**

Line 132l – 132o

BE can be flexible on this point, provided that the final provision is compatible with the revised Directive 2013/11/EU.



**Written comments from Czechia - October 30, 2025*****Proposal for a Directive amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive***

Dear Presidency,

following the request of October 24, 2025 (WK 14297/2025 INIT), Czechia submits its written comments on the points below:

**Information obligations – Articles 5 and 7**

Line 71, 71a, 71b (Article 5(1)(a)(viii)): Czechia agrees with the proposal.

Line 73b, (Article 5(1)(f)): Czechia can be flexible with the proposal.

Line 75e and 75f and 80b (Articles 5(3) and 7(1)): Czechia can be flexible with the proposal.

**Prepayments – Article 5a**

Lines 76, 77, 78 and 79: No draft articles or recitals have been shared yet. As proposed in the document – Czechia can be flexible with the proposed recital. It is essential for Czechia that the provision does not include adjustments to the advance payments for the organizer.

**Alteration of other package travel contract terms – Article 11(2)**

Line 86b (Article 11(2)): Czechia considers the expression “without undue delay” contained in Article 11(3) to be satisfactory. (As already stated in the previous written statement Czechia does not consider the requirement for “immediate” information to be sufficiently justified. In many cases, it is not possible to require an immediate response from the organizer, for example, if he is to prepare an alternative solution for passengers).

Do we understand correctly that the proposal for further clarification of the provisions concerning information on the consequences of these changes will be submitted to the EP as soon as possible? The text provided in the flash indicates that this is a double information obligation, i.e. an unnecessary administrative burden. The proposal therefore goes against the idea of simplification of legislation.

**Termination of the package travel contract – Article 12**

Line 87a, 87b, 87c and 87d (Article 12(1)): if this is a proposal sent by email on October 26, 2025, Czechia prefers option 1.

Line 89 (Article 12(2)): Czechia does not prefer to take this fact into account in the operative part of the text.

Line 90 and 91 (Article 12(3a)): Czechia maintains, as was mentioned in the WP on 27.10. that we are fundamentally against any harmonisation of fines. We also support comments by France on not agreeing with connecting these two articles (12(3a) and 25). If the official travel warnings remain in the operative part of the text, as is proposed in the option 2, our red line is that any travel advice or warning issued by the Ministry of Foreign Affairs needs to remain legally non-binding.

Line 93 (Article 12(4)): Czechia can be flexible with the proposal.

**Vouchers – Article 12a**

Line 98a, 99, 102a and 103: Czechia can be flexible with the proposal.

Line 106: Czechia can be flexible with the proposal.

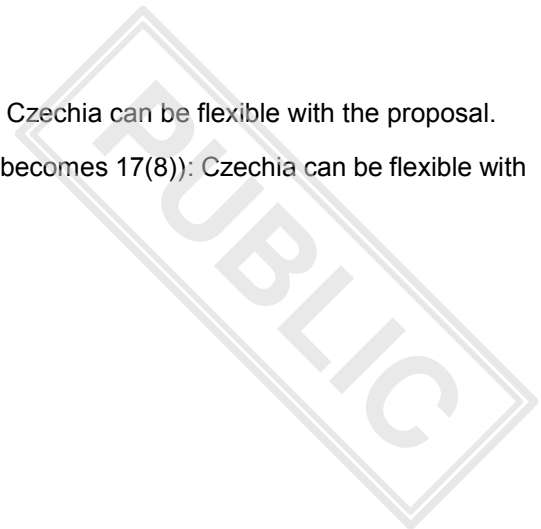
Insolvency protection – Articles 17 and 18

Line 119, 119a, 120, 120a, 120b, 121

New Article 17(7) (proposed Article 17(7) becomes 17(8)): Czechia can be flexible with the proposal.

New Article 17(7), subparagraph 2 (proposed Article 17(7) becomes 17(8)): Czechia can be flexible with the proposal.

Article 18(3): Czechia can be flexible with the proposal.



DEU position on ST 13880/2025 REV 1, WK 14121/2025 INIT, WK 14297/2025 INIT and Drafting proposals from the Presidency (E-mail 26 October 2025).

DEU proposes MS should have appropriate time for well-considered feedbacks to the negotiations.

**1. Information requirements for non-packages – Articles 1, 2 and 5** (WK 14121/2025 INIT)

Line 49, 51 and 75d:

- For DEU, information requirements should not be discussed before the conditions under which travel services constitute a package travel are defined clearly.
- DEU advocates to establish clearly definable classification criteria to determine a booking as package or non-package.
- During the booking process of linked online bookings greater transparency and legal certainty for travellers should be achieved by a clearly visible notice pointing out that the selected travel services do not constitute a package and are not protected against insolvency. This notice should be actively accepted as read by the traveller.

**2. Definitions – Article 3** (WK 14121/2025 INIT)

Line 58 and 61a (Article 3(2)(b)):

- **As a red line**, DEU urges the DNK Presidency to defend the Council Mandate. A large number of MS also rejects an extension of the definition of package travel.
- Introducing a 24h rule as proposed by CION and EP would have severe consequences for retailers and travel agencies: the risk of being classified as an organiser resulting in multifarious organizational responsibilities and associated liability concerns. This would be unaffordable for many providers, mainly SMEs, and jeopardize the entire business model, namely the sale of individual travel services. For consumers, this would result in a restriction of choice and a likely substantial increase in the cost of services.
- The wording “actively invites” (line 61/61a) is not sufficiently clear for trader and travellers to assess the various situations in a booking process that occur in everyday life.
- Besides, if travellers are being “actively invited”, in consequence for 24h hours they will be deprived of their freedom of choice of either booking a package or a non-package. This would lower the level of consumer freedom.
- For these reasons, DEU cannot support the proposed recitals either.

Line 70c and line 70d (Article 3(12)):

- DEU can support the compromise proposal on the definition of unavoidable, extraordinary circumstances in Article 3(12) and of the deletion of the sentence ‘The relevance of such circumstances and their impact should be assessed objectively’ in the Council's proposal for a recital 18a (line 31a).

**3. Information obligations – Articles 5 and 7** (WK 14297/2025 INIT and WK 14121/2025 INIT)

Line 71, 71a, 71b (Article 5(1)(a)(viii)):

Since there can be a large variety within the scope of disabilities a duty of providing a general indication whether a given trip is not or may not be suitable for affected traveller would overwhelm organizers as well as retailers. **DEU suggests the following wording:**

*‘(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller’s request, precise information on the accessibility and suitability of the trip or holiday taking into account the traveller’s needs and, where applicable, specific disabilities;’*”

Line 73 (Article 5(1)(d)):

DEU raises no objections.

Line 73b (Article 5(1)(f)):

DEU does not accept the wording “..., including approximate periods for obtaining visas and information on health formalities... .” since this would overextend information duties. Periods for obtaining visas might suddenly change due e.g. to staffing of visa offices or periods of strong demands for visas. Information on health formalities might change in a very short period of time. **DEU suggests the following wording:**

“(f) relevant general information on passport and visa requirements, including ~~approximate periods for obtaining visas and information on health formalities,~~ **links to official consular and information on health formalities**, of the country of destination and transit.”

Line 75e and 75f and 80b (Articles 5(3) and 7(1)):

DEU welcomes a recital and prefers Option A according to the Presidency’s proposal on the meeting of the Council working group on 27 October 2025 and according to the Presidency’s E-mail of 26 October 2025.

**4. Prepayments – Article 5a** (WK 14297/2025 INIT and WK 14121/2025 INIT)

Lines 76, 77, 78 and 79:

DEU prefers the wording proposed by the Presidency as in WK 14297/2025 INIT as follows:

*“While Directive (EU) 2015/2302 obliges organisers to inform travellers about arrangements for payment, including any downpayments to be made, it does not contain any rules limiting the amount of downpayments or regulating the timetable for payment of the balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law.”*

**5. Alteration of other package travel contract terms – Article 11(2)** (WK 14297/2025 INIT and E-mail 26. October 2025)

Line 86b (Article 11(2))

This may result in additional bureaucratic burdens for the travel industry. We therefore ask the EP to provide a concrete explanation of the actual considerations that make these changes necessary. Article 11(3) of the current Directive already obliges organisers to provide information on the relevant facts.

**6. Termination of the package travel contract – Article 12** (WK 14297/2025 INIT and WK 14121/2025 INIT)

Line 87a, 87b, 87c and 87d (Article 12(1))

- DEU cannot support any of the proposed options according to the Presidency's proposal at the meeting of the Council working group on 27 October 2025 or the wording of the EP mandate. This is because all proposals involve a change that could lead to higher cancellation fees for travellers. Article 12(1) sentence 3 of the current directive states that the following must be taken into account cumulatively when calculating standardised cancellation fees: the time of the termination of the contract before the start of the package **and** the expected cost savings and income from alternative deployment of the travel services. This provision is missing in the Presidency's proposals.
- In addition, it is important to DEU that, as already stipulated in Article 12 (1) sentence 4, organisers can also charge cancellation fees if standardised cancellation fees have not been specified in the contract.

Line 89 (Article 12(2)):

- From DEU perspective, there are no objections to deleting the word 'objectively' if the word 'objective' is included in the corresponding definition.
- Following the meeting of the Council working group on 2 October 2025, DEU requested clarification in its written statement as to which situations are to be covered by the wording 'or from' that are not already covered by the current wording of Article 12(2). We have not yet received a response to this request.
- As also stated in the aforementioned written opinion, DEU maintains that, with regard to the right of termination in the event of unavoidable, extraordinary circumstances at the 'place of departure' (paragraph 2), it considers it essential to establish a closer link to the contractual performance obligations of the organiser. A fair division of responsibility between the traveller's general life risk and the organiser's liability must be established. The wording of Article 12 of the Directive itself must make it clear that circumstances at the place of departure or during the journey to (or from) the destination are only relevant if transport is included in the package tour.
- DEU would welcome reflections in recitals as well.

Line 89a and 89b (Article 12(3)):

- DEU raises no objections.

Line 90 and 91 (Article 12(3a)):

- DEU can accept the first compromise proposal (option 1: waiver of Article 12(3a) and harmonisation of fines) under the following conditions:
  1. It remains up to the Member States to decide which infringements are punished by fines and which by other means (e.g. civil or competition law). Only infringements of the obligation to provide insolvency protection should be punishable by a fine.
  2. A minimum fine of 4% of turnover is disproportionately high and may have existentially threatening consequences for affected businesses, especially for SMEs and therefore the majority of traders. Due to the business model and the low barriers to market entry, the travel market is an industry with a very low return on sales.
- DEU can agree on the proposed recital WK 14297/2025 INIT.

Line 93 (Article 12(4)):

DEU can agree on the proposed adding.

**7. Vouchers – Article 12a** (WK 14297/2025 INIT)

Line 98a, 99, 102a and 103:

DEU can agree to the insertion of “expressly” and explaining the word in the recitals as proposed.

Line 106:

DEU does not raise objections.

**8. Insolvency protection – Articles 17 and 18** (WK 14297/2025 INIT and WK 14121/2025 INIT)

Line 117 (Article 17(6)):

- For DEU, the proposed compromise for Article 17(6) is acceptable only if the EP waives the additional paragraph 6a.
- It must be left to the Member States to determine the conditions that must be met in order for a claim for reimbursement to be due. The proposal in Article 17(6a) will only lead to further legal uncertainty and possible conflicts between the insurer and travellers.

Line 119, 119a, 120, 120a, 120b, 121:

- Nineteen heads of government, including the French President, the Italian Prime Minister and the German Chancellor, called the President of the European Council António Costa and to the Commission President von der Leyen for immediate relief for the economy. The introduction of new inventories fundamentally contradicts this by setting up considerable bureaucratic costs for commercial enterprises in particular SMEs.
- In addition, DEU still cannot see a real added value in the mandatory introduction of inventory lists.

- Nevertheless, DEU appreciates the Presidency's efforts suggesting a compromise on this issue and accepts the proposal in document WK 14297/2025 INIT.

**9. Complaint handling mechanism – Parliament's proposal for Article 24**

Line 132c-132k:

- DEU could generally accept the proposed new Article 14a if the deadline for a substantive response is two months. DEU would also agree if Member States may provide for shorter deadlines (Article 4).
- Corresponding to the wording of Article 14(1) of the current directive, DEU proposes referring to 'lack of conformity with contractual performance obligations' rather than 'problems in the performance of a package'.
- DEU considers the addition in brackets in the first subparagraph to be redundant.
- DEU does not raise objections against the proposed rewording of the existing Article 7(2)(g).

**10. Alternative Dispute Resolution – Parliament's proposal for a new Article 26a**

Line 132l-132o:

- DEU has no objections to a new Article 26a as proposed by the EP in its mandate. In contrast, the proposed recital raises questions and thus leads to legal uncertainty.
- DEU proposes to add the following sentence to a new Article 26a: 'Member States may introduce further rules.'

## EE written comments on PTD, 27.10.2025

### 22<sup>nd</sup> October flash:

- **Information requirements for non-packages – Articles 1, 2 and 5**

Line 49, 51 and 75d – regarding information requirements for non-packages we can be flexible, as long as this information is clearly useful for travellers, but there we have no flexibility regarding definition of the package in line 61a.

- **Definitions – Article 3**

Line 58 and 61a (Article 3(2)(b)): We cannot agree to a broader definition of a package in art 3 (line 61a). We strongly support the Council mandate here. We have seen with LTAs in practice that it is nearly impossible to prove and understand what constitutes as actively inviting to book an additional service due to constantly changing business models. Thus, this is practically useless for travellers and creates a significant additional administrative burden for national authorities and travel businesses. With the amendments to this directive, we must strive for simplification and avoid introducing complex definitions that are not practically applicable and therefore do not offer real protection to the traveller. Additionally, we note that in practice it is often very difficult to identify the exact moment when the traveller gave consent to pay for the first service, and therefore it is unclear from which point the 24-hour deadline should be calculated.

Line 70c and line 70d (Article 3(12)): we are flexible regarding inserting the word „objective“.

- **Precontractual information – Article 5**

Line 71, 71a, 71b (Article 5(1)(a)(viii)): We don't see much added value in the proposed recital as it is still unclear what the organiser has to do in practice to fulfil the information obligation with regard to persons with a disability. “General indication whether a given trip is suitable” can be very different depending on the disability, so the organiser would need to be able to distinguish between different disabilities. However, we look favourable on the last sentence in the proposed recital i.e. that more detailed information should be provided upon the traveller's request. In any case, if it is to be addressed at all, then preferably in the recital rather than in the operative part.

Line 73 (Article 5(1)(d)): reference to bonus systems – we are flexible. Also, it would be useful to clarify in the recital that, in the event of a refund, loyalty points and similar benefits will not be converted into cash and are not refundable. This would help avoid situations where the organiser is required to refund a higher amount than what the traveller originally paid.

- **Prepayments – Article 5a**

Line 76, 77, 78 and 79: flexible, but would prefer the option provided in 24th October flash.

- **Termination of the package travel contract – Article 12**

Line 89 (Article 12(2)): flexible

Line 89a and 89b (Article 12(3)): flexible

Line 90 and 91 (Article 12(3a)): regarding travel warnings, we still consider it reasonable to address this non-harmonised area in the recital. However, if this does not gain support during the negotiations, we could accept the second compromise (without harmonising fines) if we could retain the definition of package as outlined in the Council mandate. For us it would create problems if one piece of evidence (such as a travel warning) could have predetermined legal weight in court proceedings as all evidence must be assessed collectively. Therefore, if the text in the article includes the phrase “shall be important elements to be taken into account,” we cannot support it. As the second compromise states that the warnings “may be important” instead of “shall be important”, we could consider it. Our government does not support the harmonisation of penalties, and in addition, the 4% penalty rate is considered very high, taking into account the large proportion of micro and small enterprises in the sector.

- **Insolvency protection – Articles 17 and 18**

Line 117 (Article 17(6)): we can be flexible on the time period.

New paragraph 6a and accompanying recitals: On harmonising documentation requirements, while we do understand the good intentions of EP, we are still concerned that the EP proposal may be unduly restrictive, and thus, in its current form, will prevent us from designing the most consumer-friendly procedures. If the EP insists on their proposal, we kindly request that at least the following clarifications be introduced:

- 1) Delete point a) **a copy of an identity document** of the traveller submitting the request – in Estonia, an identity document is usually not requested, as the application is either digitally signed or other means of identification are used, e.g. online authentication by using a digital ID or online banking;
- 2) The entire EP proposal is based on the assumption that the traveller’s trip has been fully cancelled and they are submitting a refund request retrospectively. However, this is not always the case, as in some situations the traveller is already on the trip and urgently needs assistance regarding whether the travel services can continue or not. In such cases, it is necessary to ensure flexibility, as it may be required to submit data or documents related to the continuation of services or similar matters. Therefore, it should be added to the text that it is also possible to request additional documentation for the purpose of the continuation of the trip, where applicable. Additionally, it is also important for us that the article on the harmonisation of documents does not in any way restrict the Member State’s right to request additional information from the organiser, service providers or third parties (e.g. banks, insurance providers), if such data is necessary for assessing the traveller’s claim. We also note that in some cases (continuation of the package), we have the practice of making refunds directly to the service provider in order to make it possible to continue the package (meaning that travellers do not have to request the payments themselves). Based on that, we would propose to add to the text:

„Travellers may be requested to submit additional documents where this is justified by the specific circumstances of a given case in order to complete the processing of the application **or, where applicable, for offering the continuation of the package. Without prejudice to this paragraph, Member States shall retain the right to require additional information or documentation from the organiser, service providers or other third parties, insofar as such information or documentation are relevant for assessing the traveller’s request or, where applicable, for offering the possibility to continue the package.**

**Furthermore, this provision shall not limit the right of the Member States to stipulate that, in justified cases, refunds may be made directly to the service provider“.**

Line 119, 119a, 120, 120a, 120b, 121: please see our comments below on the new flash of 24<sup>th</sup> October.

- **Complaint handling mechanism – Parliament’s proposal for Article 24**

Line 132c-132k: complaint handling is already more than enough regulated with other EU consumer rights directives. National rules for handling complaints should remain within the competence of the MS.

- **Alternative Dispute Resolution – Parliament’s proposal for a new Article 26a**

Line 132l-132o: flexible

**24<sup>th</sup> October flash:**

- **Information obligations – Articles 5 and 7**

Line 71, 71a, 71b (Article 5(1)(a)(viii)) – as regards the reference to “disability”, please see our comments on the 22nd October flash.

Line 73b (Article 5(1)(f)): flexible

Line 75e and 75f and 80b (Articles 5(3) and 7(1)): we can accept that information should be provided in a “clear, comprehensible and prominent manner” in the operative part of the Directive as the same wording is used in art 5(3) of the current PTD. As regards accessibility, we do not see the added value in a general reference to the Accessibility Directive in a recital, as it does not actually explain why or in which cases it is relevant, nor when exactly it would apply. That said, we support not extending the scope of it under the PTD. We also note that for the same reasons, we prefer not to add either of the 2 sentences to the recital, as proposed by the PRES e-mail from Sunday, 26<sup>th</sup> of October.

**Prepayments – Article 5a**

Lines 76, 77, 78 and 79: flexible, but would prefer the solution from the 24<sup>th</sup> October wording rather than wording of 22nd October.

- **Alteration of other package travel contract terms – Article 11(2)**

Line 86b (Article 11(2)): we remain sceptical here as this still creates a double notification requirement, which does not give added value to traveller but creates an additional burden for the organiser. Considering the current overall political aim of simplification and reducing burdens, this is unjustifiable.

- **Termination of the package travel contract – Article 12**

Line 87a, 87b, 87c and 87d (Article 12(1)): fixed termination fees should not be obligatory for the companies, we want to keep it as an option. Therefore, we would prefer option 2.

Line 89 (Article 12(2)): The reference to quarantine requirements can remain in the recital; we do not see a need to include it in the operative text.

Line 90 and 91 (Article 12(3a)): flexible

Line 93 (Article 12(4)): flexible

- **Vouchers – Article 12a**

Line 98a, 99, 102a and 103: we can support „expressly“.

Line 106: flexible

- **Insolvency protection – Articles 17 and 18**

Line 119, 119a, 120, 120a, 120b, 121: flexible. However, we would like to see it clearly stated in the text that the information included in the 'inventories' may go beyond what is specified in the PTD. For example, our national inventory contains additional information, and it is important to ensure that retaining such content is permitted (for example, we also include data on the size of the security etc). We would propose the following addition to the text „The information displayed in the inventories shall include **but is not limited to...**“ (new 17(8)).

We would like to reflect on the point raised in the 27 October working group regarding the European Parliament's proposal to **exclude business travel** from the scope of the directive. Estonia can support this approach.

We have previously emphasized that the focus should be on protecting consumers, who need stronger legal safeguards. Business trips are usually organized under the responsibility of employers and with professional arrangements, so they do not require the same level of protection.

Excluding business travel would also reduce the administrative burden for companies, as they wouldn't need to offer consumer-level guarantees to other businesses. It could also lower the cost of insolvency protection, which benefits consumers since these costs are included in package prices.

Given that many travel organisers are micro or small enterprises, this regulatory simplification would be very welcome. Business clients often have more specific needs and less reliance on consumer protection mechanisms.



REF:

FECHA: 30/10/25

## PACKAGE TRAVEL DIRECTIVE DRAFTING PROPOSALS AND COMMENTS

The Spanish authorities thank the Danish Presidency for its work in seeking a constructive agreement on this file. This agreement should address the problems identified in the assessments of the current directive and provide clear benefit compared to the present situation.

We are therefore submitting a series of reasoned text proposals and some comments on the different options put forward. We trust that they will arrive in time and prove useful for further progress.

### DRAFTING PROPOSALS

#### 1. Definition

if, before the traveller **agrees to pay confirms the booking** for a first type of travel service, the trader actively invites the traveller to book one or more additional types of travel services **at the same point of sale as part of a continuous booking process operated by the same trader, regardless of the sales channel**, and **if subsequently the traveller agrees to pay for the additional service or services within 24 hours from agreeing to pay for the first travel service the traveller confirms any such additional booking within 24 hours after confirming the first one**, those services shall be considered to constitute a package;

**Rationale:** The revised wording clarifies and modernises the legal criterion that determines when separate travel services form a single package. The amendment enhances clarity and consistency across the Union by replacing the ambiguous “agrees to pay” with the simpler “confirms the booking”. The new formulation provides an objective, harmonised and technology-neutral benchmark. It draws on Article 8(2) of the Consumer Rights Directive (Directive 2011/83/EU), which requires an explicit acknowledgement that placing an order entails an obligation to pay. This resolves the interpretative uncertainty highlighted in the Commission’s Impact Assessment and the European

Contacto: ✉ [consumo@reper.maec.es](mailto:consumo@reper.maec.es) ☎ +32 (0)25098644



Parliament's evaluation study regarding the timing of the traveller's consent under the current wording. Aligning the Package Travel Directive with this established standard ensures coherence across the EU consumer-law framework and makes the rule easily applicable in both online and offline environments.

Replacing "same point of sale" with a technology-neutral notion of a "continuous booking process operated by the same trader, regardless of the sales channel" reflects omnichannel practice. A single booking journey may span physical premises, websites, mobile applications, email correspondence, or telephone communication, all operated by the same trader. The updated expression provides a functional and technology-neutral description of how bookings occur in practice, ensuring that a single, linked booking journey cannot be fragmented across different interfaces to circumvent the obligations attached to package travels.

By tying the 24-hour test to the traveller's confirmation (rather than to formalistic cues), the rule becomes simpler to apply and verify, while remaining coherent with the broader EU consumer-acquis (including the Consumer Rights Directive and the Digital Services Act). The result is a clear, future-proof standard that strengthens consumer protection and gives traders predictable compliance parameters.

### Recital

(7) Therefore, bookings of different types of travel services for the same trip or holiday should also be considered to ~~be a~~ **constitute a** package ~~where, before the traveller agrees to pay for a first type of travel service, the trader actively invites a traveller to book one or more additional types of travel services and if, subsequently, the traveller agrees to pay for the first type of travel service and for at least one of the additional types of travel services within 24 hours, regardless of the order in which such bookings take place~~ **when they are made, in response to an active invitation from the same trader, as part of a continuous booking process operated by that trader, regardless of the sales channel, and the traveller confirms one or more additional bookings for the same trip or holiday within a short and objectively verifiable period of time.**

It should be understood that there is an active invitation where the trader ~~encourages or~~ **explicitly** encourages, prompts or facilitates the traveller to book an additional type of travel service for the envisaged trip or holiday ~~by way of an email containing a link to a booking facility, a prompt integrated in the booking~~



~~process or in a similar way. In such cases, the trader may, for instance, provide to the traveller a selection of offers based on the traveller's interest in a particular destination and travel period, or may ask the traveller to acknowledge an interest in further types of travel services for the same trip or holiday in order to provide offers for additional travel services directly with or after the confirmation of the first booking. On the other hand, the simple availability of booking facilities for other travel services on a trader's website, application or at a trader's business premises or a general reference to such booking facilities would not be sufficient for an active invitation. The advertising of travel services triggered through metadata based on earlier searches for travel services would not be sufficient either.~~ within that same booking process. This notion draws conceptually on the "invitation to purchase" defined in Article 2(i) of Directive 2005/29/EC of the European Parliament and of the Council on unfair commercial practices, in which the trader takes an active step to engage the consumer directly or in a targeted manner with the purpose of prompting a transactional decision. Such an invitation may take the form of follow-up emails or messages containing a direct booking link, pop-up windows or prompts integrated into the booking flow, telephone calls, email correspondence or other electronic communications clearly related to the traveller's ongoing booking. By contrast, the mere availability of booking facilities for other travel services, general advertising or automatically generated marketing not functionally linked to the traveller's specific booking process should not be regarded as constituting an active invitation.

A continuous booking process should be understood as a coherent sequence of interactions between the traveller and the same trader aimed at booking travel services for a single trip or holiday. Such a process may unfold through different means of communication, including physical premises, websites, mobile applications, email correspondence or telephone communication, provided that these are operated or coordinated by the same trader as part of an integrated commercial system. The continuity of the process should be assessed objectively, taking into account whether the trader's systems or communications link the offers in a way that enables the traveller to make additional bookings easily and seamlessly within a short period of time. For this purpose, a period of 24 hours should be considered appropriate to ensure legal certainty and objectivity and to maintain coherence with the broader Union consumer-acquis.



**For the purposes of this Directive, confirming a booking should be interpreted consistently with Article 8(2) of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights, as the traveller's explicit action acknowledging that placing an order entails an obligation to pay. This interpretation ensures coherence within the Union's consumer-acquis and provides legal certainty as to the moment from which the relevant period is calculated.**

**Rationale:**

This recital enhances legal clarity and alignment with the broader EU consumer-law framework while directly addressing the definitional shortcomings identified in the Impact Assessment accompanying the Commission's proposal and in the European Parliament's evaluation study of the Package Travel Directive. Both analyses found that the existing notions of "same point of sale" and "linked travel arrangements" have generated significant uncertainty for consumers, traders and enforcement authorities. The revised recital resolves these concerns by clarifying when separate bookings should be regarded as forming a single package: namely, when additional travel services are booked within a continuous booking process operated by the same trader, following an active invitation from that trader, and within a 24-hour period that ensures an objective and verifiable temporal link between the services.

The explicit connection between the active invitation and the continuous booking process ensures that the formation of a package depends on the trader's own commercial initiative rather than on the traveller's independent choices. This reflects the functional and temporal relationship emphasised in the Impact Assessment, ensuring that only booking situations where the trader purposefully drives the combination of services fall within the scope of the Directive. The 24-hour timeframe provides a simple and objective benchmark that promotes legal certainty and maintains coherence with the broader Union consumer-acquis.

By grounding the concept of active invitation in the notion of "invitation to purchase" under the Unfair Commercial Practices Directive (Directive 2005/29/EC), the recital situates the rule within a familiar interpretative framework. When a trader actively engages a consumer in a targeted transactional dialogue—through, for instance, follow-up emails, booking prompts, or personalised communications—that conduct triggers the trader's responsibility for the bundled offer. This ensures consistency across EU consumer law and provides enforcement authorities with a well-established analytical basis for assessing trader behaviour.



The reference to the traveller's confirmation of a booking aligns the recital with Article 8(2) of the Consumer Rights Directive (Directive 2011/83/EU), which defines the consumer's explicit action acknowledging that an order entails an obligation to pay. This approach ensures that the decisive moment for forming a package corresponds to the traveller's informed contractual consent, rather than to the technical execution of a payment. It thereby preserves transparency and reinforces the link between trader obligations and the consumer's deliberate confirmation of each service.

From the standpoint of pre-contractual information, this formulation is not problematic: the trader can easily comply by informing the traveller at the time of the first offer that a package will not be formed unless the traveller accepts and authorises payment for one or more additional services for the same trip within 24 hours. This preserves full transparency and ensures that the consumer's consent is informed and explicit, consistent with Articles 6–8 of the Consumer Rights Directive and the information requirements of the Package Travel Directive itself. The result is a clearer, technology-neutral rule that safeguards consumer protection while providing traders with predictable compliance parameters.

Moreover, when a package is effectively formed as a result of the traveller authorising payment for several travel services within the 24-hour period, the trader, being the same throughout the process, will be aware of this fact and will then be required to provide the full set of information and guarantees applicable to package travel contracts.

Overall, this formulation establishes a clear, technology-neutral and enforceable rule reflecting modern booking practices. It strengthens both consumer protection and legal certainty by ensuring that the Directive applies precisely where a trader's active commercial conduct and the traveller's explicit confirmation combine to create a genuine package travel arrangement within a clearly defined and verifiable timeframe.

#### Article 17(6)

For the purposes of paragraph (6), the documents necessary **to initiate the examination of a request shall be limited to those required to:**

- (a) guarantee the identification of the traveller submitting the request;**
- (b) provide proof of the conclusion of the package travel contract;**

Contacto: [consumo@reper.maec.es](mailto:consumo@reper.maec.es) +32 02/5098644



**(c) provide proof of payment made by or on behalf of the traveller to the organiser; and**

**(d) indicate the bank account details or other means necessary for the reimbursement of the amounts due.**

**The submission of the documents referred to in points (b), (c) and (d) may not be required where the relevant information is already available to the competent authority, the organiser, or the entity responsible for handling the insolvency procedure. Additional documentation may be requested from the traveller only where duly justified by the specific circumstances of the case and where necessary to complete the processing of the application.**

**Rationale:** This provision aims to accelerate the handling of insolvency procedures and reduce unnecessary administrative burdens for both travellers and the entities responsible for managing such procedures. It harmonises the minimum documentation required to initiate a claim, limiting it to the information strictly necessary to identify the traveller, confirm the contract and payment, and enable reimbursement. The approach supports the digital transformation of insolvency processes by allowing the use of information already available in digital form and by avoiding the repeated submission of documents. It thus promotes a streamlined, efficient and future-proof framework that reduces delays, facilitates cross-border consistency and ensures fair treatment for consumers and traders across the Union.

## ADDITIONAL COMMENTS

### **Article 12 Standardised termination fees**

We consider that option 1 offers stronger guarantees. However, if the purpose of the amendment is to provide greater predictability and clarity for consumers, the wording “by stipulating that the amount of the termination fee corresponds to the price of the package minus relevant cost savings and income from alternative deployment of the travel services” does not fully achieve that objective. It refers to elements that are not known in advance and that consumers may not easily understand.

Contacto: [consumo@reper.maec.es](mailto:consumo@reper.maec.es) +32 02/5098644



## Outstanding issues on accessibility

We prefer this option:

*“It should be recalled that where the services concerned fall within the scope of Directive (EU) 2019/882{\*, accessibility for persons with disabilities is to be ensured in line with the accessibility requirements as set out in Annex I of Directive (EU) 2019/882.”*

We support including a reference to “persons with disabilities or reduced mobility”. This is consistent with the transport acquis and, more generally, with the Union’s and Member States’ policies on inclusion and universal accessibility. We refer to our previous comments for a more nuanced drafting of the obligation to provide information.

### Line 89 (Article 12(2) (quarantine requirements))

We do not see the need to single out one specific extraordinary circumstance in the text, as this could give the impression that it takes precedence over others. We would prefer to include it in an explanatory recital or, as a second option, to add “among other situations.”

### Line 90 and 91 (Article 12(3a))

We consider it essential to delete the following sentence: “Where the traveller has been duly informed about an official warning and travel restrictions by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the event that he or she terminates the package travel contract,” as it could cause serious harm to consumers. Moreover, many travel warnings are not binding but rather indications that must be assessed on a case-by-case basis. It would be highly disproportionate and unfair if consumers were unable to rely on them in all cases to justify the cancellation of a trip, while traders could nevertheless always invoke them to shift all the risk onto the consumer.

We can accept the proposed recital instead, insofar as it is consistent with the case law of the Court of Justice of the European Union (CJEU). However, the expression “exacerbated significantly” is very broad and open to subjective interpretation, so it would be advisable to include some additional explanation or, at least, an example to help ensure a more harmonised interpretation. For example:

Contacto: [consumo@reper.maec.es](mailto:consumo@reper.maec.es) +32 02/5098644



*“Circumstances already known to the traveller concerned or foreseeable for him or her on the date of conclusion of the package travel contract cannot be the basis for exercising the right to terminate such a contract without paying a termination fee, unless the situation [which existed at the moment of the conclusion of the contract or was foreseeable at that point in time] exacerbated significantly, **meaning that it has materially worsened or substantially changed in a way that could not reasonably have been foreseen**, between the conclusion and the termination of the contract”.*

### **Expressly**

We support the use of the term “*expressly*” and suggest clarifying its meaning in a recital to avoid possible misunderstandings.

In Spanish legal terminology, there is a distinction between *consentimiento expreso* and *consentimiento explícito*.

Express consent (*consentimiento expreso*) refers to consent that is given directly and deliberately, usually through a positive and unequivocal action (for example, signing a contract, ticking a box, or making a verbal or written statement). It contrasts with tacit consent, which is inferred from behaviour or from conclusive acts. The key element is active voluntariness: the person consciously and intentionally expresses their will. This is the term used in the Spanish Civil Code (Articles 1262 et seq.), the General Law for the Protection of Consumers and Users, and the Organic Law on Data Protection (LOPDGDD, Article 6.1).

Explicit consent (*consentimiento explícito*), on the other hand, simply means that consent is clearly stated, not implied or presumed. It is therefore the opposite of “implicit” consent, but does not necessarily involve a formal or deliberate act.

### **Line 106**

To prevent traders from acting in bad faith or intentionally hindering the use of vouchers, we suggest the following wording:

*“In order to improve traceability, the organiser shall confirm the transfer of the voucher **without undue delay**”.*

### **Inventories**

We can support the Presidency’s latest proposal.

Contacto: [consumo@reper.maec.es](mailto:consumo@reper.maec.es) +32 02/5098644

**Package Travel Directive****28 October 2025****FI comments**

We would like to thank the Danish Presidency for the possibility to comment the suggested amendments also in writing. We reserve the right to supplement our response at a later stage.

**Definitions – Article 3**

Our view still is that the definitions in the current Directive as well as those suggested by the COM and now by the EP are unclear and create legal uncertainty. For instance, the information requirements would be difficult to take care of if the trader is uncertain whether there will be a package concluded later or not.

Therefore, our view is that the line 61 a should be deleted altogether. In other words, we strongly prefer the Council Mandate.

**Article 11 Alteration of other package travel contract terms****Line 86b (Article 11(2)):**

As stated already earlier, we are skeptical towards the EP proposal. We see a risk of confusion if the organisers had to inform the travellers about the need to make changes to the contract without being able to clarify, what the possible changes might be.

The proposal is also problematic taking into account the general aim to minimize unnecessary administrative burden.

**Article 12 Standardised termination fees**

The Danish Presidency has suggested two different options related to the standardized termination fees.

In our view, neither of the options addresses the question we previously raised, namely the question on what can be included in the termination fee. Regrettably, we believe that both options would only lead to difficulties in assessing whether a fixed or percentage fee are reasonable and proportionate.

We would find it more useful to add a clarification to the current provision or to the recital regarding e.g. whether the fee can exceed the actual costs incurred for the organizer and whether the organizer can take into consideration the unrealized operating profits. At least some kind of indication on what type of costs can be taken into account when calculating the termination fee in general would be useful.

**Article 14 a**

We would be open to add some kind of regulation concerning complaint handling system as a part of a compromise, since it is important that the travellers can effectively use their rights.

However, we are not in favor of exact time limits concerning the reasoned replies to the travellers. The situations vary and also the size of the traders varies. Not all cases can be solved in the same time limit. In some cases the time limit might be too long and in some cases too short.

We would also like to point out that an exact deadline for the organizer might be open to interpretation taking into account that some dissatisfied travellers might send material and new claims also after sending the first complaint to the organizer.

### **Insolvency protection – Articles 17 and 18**

Line 119, 119a, 120, 120a, 120b, 121:

We strongly support the deletion of the obligation to inform about the Member States which are covered by the insolvency protection, as proposed in the latest text versions.

However, as stated already earlier, we are still concerned about the obligation to inform also about the insolvency protection body or bodies granting insolvency protection for the relevant organiser, including the insolvency body's or bodies' contact details. We would prefer the Council mandate.

The reason behind the negative approach is that the obligation to inform also about the contact details (which, according to our understanding, relates to insurance companies, banks etc.) is the fact that in our system it is the authority who technically pays the sums to the travellers, not the bodies granting insolvency protection. Therefore, in our view, the contact details are useless and might only mislead the travellers to directly contact the insolvency bodies.

One solution could be to add “when relevant to the traveller using his/her rights in the Member State” etc. at the end of the point.

In addition, it should be made clear in the Directive (for instance in the recitals) whether the list is meant to be exhaustive or not.

When it comes to **the proposal to harmonise documentation requirements**, we are of the opinion that it would be better for each Member State's insolvency body to decide what documentation should be presented by travellers making claims for refunds/reimbursement under insolvency schemes. However, we find it positive that in the latest proposals more flexibility has been left to the entities processing applications for refunds.

We strongly oppose the obligation to send a copy of an identity document. Firstly, we find a separate obligation unnecessary and also a bit risky from the travellers' point of view. If there was a doubt concerning the identity of the traveller submitting a claim in an individual case, this could be sorted out separately by asking additional documents.

If a deletion of this requirement is not possible, we find it in any event important that also other ways of defining the identity of the traveller are accepted (such as electronic verification methods). The proposal as it now stands sounds very inflexible and outdated.

The text could be amended for instance as follows:

“a. a copy of an identity document of the traveller submitting the request, **if the identity of the traveller cannot be verified by other means,**

It could be clarified in the recitals that also electronic identification methods could be used.

PUBLIC

Paris, le 28 octobre 2025

**Objet :** Commentaires des autorités françaises sur les questions posées par la Présidence danoise de l'Union européenne en vue des prochains échanges techniques sur la proposition de directive modifiant la directive (UE) 2015/2302 afin de renforcer l'efficacité de la protection des voyageurs et de simplifier et clarifier certains aspects de la directive.

**Réf. :** Flash de la présidence danoise des 22 et 24 octobre 2025.

### **I. Commentaires préalables**

En préambule, les autorités françaises rappellent leur soutien de principe à la révision de la directive (UE) 2015/2302, qui apparaît doublement nécessaire pour régler les problèmes juridiques posés par le texte actuel depuis son entrée en application et pour tirer les enseignements des événements récents comme la faillite de la société Thomas Cook et surtout la crise sanitaire liée à la pandémie de covid-19.

Les autorités françaises remercient la présidence danoise pour les discussions menées au sein du groupe de travail « protection et information du consommateur » et pour l'ensemble des avancées sur le texte. Elles souhaitent exprimer les commentaires suivants à la suite des questions posées dans les flashes de la présidence du 22 et 24 octobre 2025, et sur lesquelles les Etats membres sont invités à faire connaître leur position.

### **II. Commentaires détaillés**

#### **II.1. Sur l'information de ce qui ne constitue pas un forfait – articles 1, 2 et 5 :**

**- Lignes 49, 51 et 75 d :**

Les autorités françaises approuvent les précisions pour définir les contours de tout ce qui ne constituerait pas un forfait. Les autorités françaises sont favorables à toutes les précisions dans la mise en œuvre de la directive qui peuvent limiter les problèmes d'interprétation de la directive et par conséquent les risques de contentieux.

#### **II.2. Sur la définition du forfait – article 3**

**- Lignes 58 et 61 a (Article 3(2)(b)) :**

Les autorités françaises souhaitent que le délai des 24 heures (point 61a) soit supprimé. La mise en œuvre de la preuve concernant le délai des 24 heures sera très complexe à la fois pour les professionnels et les consommateurs. Les autorités françaises s'interrogent sur les contentieux que la charge de la preuve de ce délai pourrait entraîner. Les autorités françaises s'interrogent également sur le risque que pourrait avoir le consommateur à être moins protégé, si la même démarche de la part de l'agence de voyage intervient après

le délai des 24 heures, alors que le second service de voyage est objectivement lié au 1<sup>er</sup> (location de voiture à la suite de la vente d'un forfait par exemple).

De plus, la formulation proposée par le Parlement et notamment les rédactions « *agrees to pay* » et « *invites* » (ligne 61) sont vagues, sans aucune précision temporelle ou d'action et donc susceptibles d'entraîner des contentieux lors de leur mise en œuvre.

### II.3. Sur les obligations d'information – articles 5 et 7

#### - **Lignes 71, 71a, 71b (Article 5(1)(a)(viii)) :**

Les autorités françaises sont favorables à l'introduction du mot « disability » si le considérant correspondant précise correctement le périmètre de la responsabilité des opérateurs quand ils devront en informer leurs clients. L'ajout proposé en ce sens dans le flash 2 de la présidence (flash du 24 octobre) et repris ci-après convient aux autorités françaises :

*"Regarding pre-contractual information, particular attention should be given to information on the suitability of the travel services for persons with disabilities or with reduced mobility. However, given the diverse forms of disability and reduced mobility, it is not possible for organisers or, where applicable, retailers to provide specific information on the suitability of a given package for each individual form of disability or reduced mobility as part of the general pre-contractual information. Organisers and, where applicable, retailers should thus be able to comply with their information duties by providing a general indication whether a given trip is not or may not be suitable for travellers with disabilities or with reduced mobility. In addition, organisers should provide more detailed information, specific to the situation and requirements of individual travellers with disabilities or reduced mobility, upon the traveller's request."*

#### - **Ligne 73 (Article 5(1)(d)) :**

Les autorités françaises peuvent soutenir l'ajout proposé par le Parlement européen pour inclure d'autres modalités de paiement "*via points or other current reward systems*", ce qui va dans le sens d'une information plus complète des voyageurs.

#### - **Ligne 73b (Article 5(1)(f)) :**

Les autorités françaises seraient favorables à l'amendement que pourrait apporter le Parlement européen s'agissant de la suppression de la référence aux modifications intervenant entre la conclusion du contrat et son exécution. Elles soutiendraient également le remplacement de l'expression d'"*exhaustive general information*" par celle de "*relevant general information*" s'agissant des exigences en matière de passeport et de visa, se montant ainsi favorables à la nouvelle rédaction qui pourrait être proposée pour cet alinéa :

*'(f) ~~exhaustive~~ relevant general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination and transit, as well as changes occurring between the conclusion of the contract and its execution;'*

#### - **Lignes 75e, 75f et 80b (Articles 5(3) and 7(1)):**

Les autorités françaises peuvent soutenir la proposition rédactionnelle de la Présidence qui permet de faire référence à la directive (UE) 2019/882 relative aux exigences en matière d'accessibilité applicables aux produits et services, et ainsi de prendre pleinement en compte les besoins spécifiques des voyageurs en situation de handicap.

### II.4. Sur les préparations (Article 5a) :

#### - **Lignes 76, 77, 78 and 79 :**

Les autorités françaises ne souhaitent pas la limitation des prépaiements. Cette limitation serait très préjudiciable à la fois pour le consommateur et les organisateurs de voyage et de séjours, notamment les petites entreprises qui n'ont pas assez d'avance de trésorerie pour avancer l'intégralité des fonds de l'aérien et des réservations hôtelières le cas échéant.

Les autorités françaises souhaitent que la référence aux prépaiements soit totalement sortie de la directive, conformément à ce qui a été adopté par le Conseil.

Toutefois, pour le cas où une mention devrait être ajoutée et dans un souci de compromis, les autorités françaises pourraient accepter la rédaction ci-après proposée par la Présidence danoise et qui serait insérée dans les considérants : *"While Directive (EU) 2015/2302 obliges organisers to inform travellers about arrangements for payment, including any downpayments to be made, it does not contain any rules limiting the amount of downpayments or regulating the timetable for payment of the balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law."*

## II.5. Sur la modification d'autres clauses du contrat de voyage à forfait (article 11(2)).

### - Ligne 86b (Article 11(2)):

Les autorités françaises soutiennent la proposition du Parlement qui souhaite imposer une information plus en amont du voyageur en cas de modification de son contrat. Elles peuvent également soutenir la proposition rédactionnelle de la Présidence qui va dans le même sens, en apportant de la clarté : « 2. *If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the organiser shall without undue delay inform the traveller on the need to offer significant changes to the contract. Once the organiser has offered the traveller changes to the contract in accordance with paragraph 3, the traveller may within a reasonable period specified by the organiser ...* ».

## II.6. Sur la résiliation du contrat de voyage à forfait et sur le droit de rétractation avant le début du voyage – Article 12

### - Lignes 87a à 87d (Article 12(1)) :

Les autorités françaises soutiennent la proposition du Parlement qui vise à améliorer l'information des voyageurs sur les frais de résiliation qui devront être précisés dans le contrat de voyage.

Elles sont également favorables à l'option 1 de la proposition rédactionnelle de la Présidence qui va dans le même sens, c'est-à-dire qui vise à imposer que les frais de résiliation soient prévus au contrat, quel que soit le mode de calcul. En revanche, elles sont défavorables à l'option 2 de la proposition rédactionnelle, qui permettrait que des frais de résiliation appliqués ne soient pas prévus au contrat, et ferait obstacle à l'objectif d'une meilleure information du voyageur sur ces frais.

### - **Ligne 89 (Article 12(2)) :**

Les autorités françaises souhaitent que le champ des circonstances exceptionnelles et inévitables (CEI) soit celui qui avait été décidé dans la version du Conseil.

En tout état de cause et seulement si la version du Conseil n'est pas celle retenue, les autorités françaises souhaitent que les cas d'application des circonstances exceptionnelles et inévitables soient les plus précis

possible. Les autorités françaises s'interrogent en particulier sur la notion d'« objective ». Comment cette notion pourra-t-elle être définie et par qui ?

Quant à la proposition d'introduire la notion des confinements à cet alinéa, les autorités françaises pourront se montrer flexibles car une telle insertion participerait d'une meilleure définition des cas d'application des CEI.

**- Lignes 90 et 91 (Article 12(3a)) :**

1/ Les autorités françaises ne souhaitent pas de mention des conseils aux voyageurs. Elles souhaitent que le champ des circonstances exceptionnelles et inévitables soit celui qui avait été décidé dans la version du Conseil.

En effet, il n'existe guère d'harmonisation à l'échelle de l'UE en matière de pratique d'émissions d'avertissements aux voyageurs, ni même d'évaluation uniforme entre États membres de la situation dans une région, un lieu ou un pays, ce qui pourrait mener à l'introduction d'une inégalité de traitement entre les consommateurs, et poser un risque d'insécurité juridique en cas d'avertissements aux voyageurs contradictoires entre différents pays.

Par ailleurs, elles soulignent que leur position s'inscrit dans la droite ligne de la jurisprudence de la Cour de justice de l'Union européenne. La Cour, qui était interrogée sur nécessité (ou non) de constater l'existence de recommandations aux voyageurs « négatives » pour que soient reconnues des circonstances exceptionnelles et inévitables a répondu par la négative, dans son arrêt C-299/22 (points 27 à 36, en particulier point 35) du 29 février 2024. Elle a notamment mis en avant l'absence d'harmonisation en matière de conseils aux voyageurs : leur intégration dans l'équation contreviendrait à l'objectif d'harmonisation de la directive. Les autorités françaises souhaitent donc rester sur la position équilibrée de la Cour.

Dès lors, afin d'éviter les risques contentieux en matière de conseils ainsi que ceux relatifs à une inégalité de traitement entre les voyageurs selon leur pays d'origine et/ou résidence, les autorités françaises réitèrent leur demande de suppression de cette mention dans l'ensemble du texte

Enfin, les autorités rappellent notamment que :

- les conseils aux voyageurs ne relèvent en aucun cas d'une compétence de l'UE, mais de la politique consulaire des États membres pour laquelle l'UE n'a qu'une compétence d'appui : leur intégration expresse à tout texte normatif européen est donc à observer avec la plus grande prudence, quand bien même ce serait par simple référence ;
- si les conseils aux voyageurs sont dépourvus de caractère normatif et impératif, ils pourraient fonder l'engagement de la responsabilité de l'État pour faute ; leur intégration expresse dans la directive apparaît à cet égard susceptible de renforcer le risque de recours à l'encontre de l'État, en parallèle des litiges entre consommateurs et prestataires de services de voyage.

2/ Par ailleurs, au regard de la proposition présentée dans le Flash du 24 octobre, les autorités françaises accueilleraient favorablement la suppression, par le Parlement, de la phrase concernant les conséquences financières que devrait assumer un voyageur dûment informé par un organisateur et l'ajout de la phrase suivante dans les considérants :

« *“Circumstances already known to the traveller concerned or foreseeable for him or her on the date of conclusion of the package travel contract cannot be the basis for exercising the right to terminate such a contract without paying a termination fee unless the situation [which existed at the moment of the conclusion of contract or was foreseeable at that point in time] exacerbated significantly between the conclusion and the termination of the contract. ”* ».

**- Ligne 93 (Article 12(4)):**

Les autorités françaises sont d'accord avec l'ajout proposé à l'article 12(4) : "Where the traveller's payment details are no longer valid, the 14-day refund period shall start running as soon as the traveller has provided the organiser with the correct payment details."

## **II.7. Sur les bons à valoir – Article 12a**

### **- Lignes 98a, 99, 102a et 103:**

Les autorités françaises soutiennent pleinement l'ajout du terme « expressly » pour garantir que les avoirs soient acceptés expressément par le consommateur, et interdire ainsi l'utilisation de case pré-cochée pour recueillir le consentement du consommateur. Les autorités françaises sont attachées à un accord exprès qui suppose nécessairement une action positive du consommateur, interdisant ainsi la pratique du pré-cochage.

Le considérant peut également être ajouté.

### **- Ligne 106:**

Les autorités françaises peuvent soutenir la proposition du Parlement, ainsi que la proposition de compromis qui prévoit une confirmation par le professionnel du bon transfert de l'avoir.

## **II.8. Sur l'effectivité et le champ d'application de la protection contre l'insolvabilité – Articles 17 et 18**

### **- Ligne 117a (Article 17(6)) :**

Les autorités françaises acceptent le délai de 6 mois concernant le délai de remboursement qui peut être modulé le cas échéant. De plus, les autorités françaises souhaitent que la liste des documents concernant la mise en œuvre de la garantie financière puisse être fixée par chaque Etat membre.

Elles regrettent que la Présidence et le Parlement n'aient pas inclus dans la liste les coordonnées bancaires (IBAN) de chaque client pour que le garant financier puisse procéder au remboursement de celui-ci. En effet, en France, les garants financiers ne disposent pas des coordonnées bancaires des clients des voyagistes.

### **- Lignes 119, 119a, 120, 120a, 120b, 121 (Nouvel Article 17(7) (proposé Article 17(7) et devenu 17(8)) :**

Les autorités françaises remercient la Présidence pour la dernière proposition de rédaction concernant les registres recensant les structures qui ont le droit d'exercer dans chaque Etat membre et leur garant. De tels instruments faciliteront les contrôles de l'effectivité de l'existence d'une garantie financière et la légalité de l'exercice des entreprises notamment pour les cas de libre prestation de services hors de leurs frontières.

Les autorités françaises sont d'accord avec la proposition de mise en place de registres multiples dans chaque EM pouvant également être tenus par des opérateurs privés.

Les autorités françaises remercient également la Commission européenne pour la centralisation de l'ensemble de ces registres sur un portail hébergé par ses services.

### **- Article 18 (3)**

Les autorités françaises sont favorables à cette modification de coordination.

## **II.9. Sur le mécanisme de traitement des plaintes (Article 24)**

- **Ligne 132c-132g :**

Les autorités françaises sont favorables à une obligation pour les opérateurs de mettre en place un système de traitement des plaintes des consommateurs, comme cela existe déjà dans d'autres textes européens, notamment ceux relatifs aux droits des passagers dans les transports.

La proposition rédactionnelle de la Présidence va dans ce sens. En revanche, la notion de « *problems of performance of the package* » paraît à la fois restrictive et imprécise. L'opérateur devrait pouvoir être saisi de tout litige.

S'agissant des délais, en fonction du litige porté à la connaissance de l'opérateur, un délai maximal de 7 jours pour accuser réception de la demande et un délai maximal de 2 mois pour lui apporter une réponse apparaissent appropriés

## **II.10. Sur le mécanisme alternatif de règlement des litiges (Article 26)**

- **Lignes 132l-132o**

-

Les autorités françaises sont favorables à ce que ce sujet particulièrement important pour les consommateurs soit clarifié, la résolution extrajudiciaire des litiges de consommateurs étant maintenant un mécanisme bien connu des consommateurs en général.

Les autorités françaises peuvent toutefois accepter le compromis proposé qui remplacerait l'article nouveau proposé par le Parlement par un considérant.

## **II. Sur les sanctions (Article 25)**

- **Lignes 132i-132k**

Les autorités françaises sont opposées à toute mesure d'harmonisation des sanctions applicables en cas d'infractions des opérateurs aux règles fixées par la présente directive. Si une telle harmonisation peut paraître intéressante de prime abord, elle serait en pratique impossible à mettre en œuvre compte-tenu des prérogatives d'enquête et de sanctions dont disposent les administrations de contrôle et qui relèvent du niveau national.

En conséquence, les autorités françaises estiment que chaque Etat membre doit pouvoir fixer librement la nature et le niveau des sanctions applicables en fonction de sa politique nationale et de son organisation administrative. Enfin, la rédaction actuelle de l'article 25, qui laisse les États membres déterminer eux-mêmes le régime des sanctions applicables, en précisant que ces sanctions doivent être effectives, proportionnées et dissuasives, reste pertinente et a permis par le passé, de sanctionner efficacement les professionnels en infraction.

**En tout état de cause, les autorités françaises estiment que la question du régime de sanctions applicables en cas d'infraction doit être décorrélée de celle relative aux conseils aux voyageurs, dans la mesure où il n'existe pas de lien logique entre ces deux sujets qui doivent par conséquent être examinés séparément.**

**French comments following the Working Party on Protection and Information of Consumers of October 27th October 2025**

*English Courtesy Translation*

**I. Preliminary comments**

The French authorities reiterate their support in principle for the revision of Directive (EU) 2015/2032, which appears necessary to solve the legal problems posed by the current text since its entry into force and to draw lessons from recent events such as the bankruptcy of the Thomas Cook company and especially the health crisis linked to the covid-19 pandemic.

The French authorities thank the Danish Presidency for the discussions held in the working party on consumer protection and information and for all the progress made on the text. They wish to make the following comments following the questions raised in the Presidency flashes of 22 and 24 October 2025, on which Member States are invited to make their positions known.

**II. Detailed comments**

**II.1. On the information of what does not constitute a package – articles 1, 2 and 5:**

**Lines 49, 51 and 75 (d)**

The French authorities approve the clarifications to define the limits of everything that would not constitute a package. The French authorities are in favour of any clarifications in the implementation of the Directive which may limit the problems of interpretation of the Directive and consequently the risks of litigation.

**II.2. On the definition of the package – Article 3**

**Lines 58 and 61 (a) (Article 3(2)(b))**

The French authorities would like the 24-hour period (paragraph 61a) to be deleted. Implementing the evidence regarding the 24-hour timeframe will be very complex for both professionals and consumers. The French authorities question the litigation that the burden of proof of this period could entail. The French authorities also wonder about the risk that the consumer might have to be less protected, if the same approach on the part of the travel agency occurs after the 24-hour period, while the second travel service is objectively linked to the first (car rental following the sale of a package for example). Moreover, the wording proposed by Parliament, and in particular the wordings “agreements to pay” and “invites” (line 61), are vague, without any temporal or actional precision and therefore likely to lead to litigation during their implementation.

**II.3. On information obligations – Articles 5 and 7**

**- Lines 71, 71a, 71b (Article 5(1)(a)(viii))**

The French authorities are in favour of the introduction of the word “disability” if the corresponding recital correctly specifies the scope of the operators’ liability when they must inform their customers. The addition proposed to this effect in the Presidency flash 2 (flash of 24 October) and reproduced below is acceptable to the French authorities

Regarding pre-contractual information, particular attention should be given to information on the travel services for persons with disabilities or with reduced mobility. However, given the various forms of disability and reduced mobility, it is not possible for organisers or, where applicable, retailers to

provide specific information on a given package for each individual form of disability or reduced mobility as part of the general pre-contractual information. Organisers and, where applicable, retailers should be able to comply with their information duties by providing a general indication that a given trip is not or may not be suitable for travellers with disabilities or with reduced mobility. In addition, organisations should provide more detailed information, specific to the situation and requirements of individual travellers with disabilities or reduced mobility, upon the traveller's request.

#### **Line 73 (Article 5(1)(d))**

The French authorities can support the addition proposed by the European Parliament to include other payment methods "via points or other current reward systems", which is in line with a more complete information for travellers.

#### **Line 73b (Article 5(1)(f))**

The French authorities would be in favour of the amendment that the European Parliament might make with regard to the deletion of the reference to changes between the conclusion of the contract and its execution. They also support the replacement of the expression "complete general information" by that of "relevant general information" with regard to passport and visa requirements, thus supporting the possible new wording for this subparagraph:

'(f) exhaustive general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination and transit, as well as changes occurring between the conclusion of the contract and its execution;'

#### **Lines 75e, 75f and 80b (Articles 5(3) and 7(1))**

The French authorities can support the Presidency's drafting proposal which makes it possible to refer to Directive (EU) 2019/882 on accessibility requirements for products and services, and thus to take fully into account the specific needs of travellers with disabilities.

#### II.4. On prepayments (Article 5a)

#### **Lines 76, 77, 78 and 79**

The French authorities do not wish to limit prepayments. This limitation would be very detrimental both to the consumer and to tour and holiday organisers, in particular small businesses that do not have enough cash advance to advance all air and hotel booking funds if necessary.

The French authorities would like the reference to prepayments to be removed from the directive entirely, in accordance with what was adopted by the Council.

However, in the event that a reference should be added and in the sake of compromise, the French authorities could accept the following wording proposed by the Danish Presidency and which would be inserted in the recitals:

« While Directive (EU) 2015/2302 obliges organisers to inform travellers about arrangements for payment, including any downpayments to be made, it does not contain any rules limiting the amount of downpayments or regulating the timetable for payment of the balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law ».

#### II.5. Amendment of other clauses of the package travel contract (Article 11(2)).

**Line 86b (Article 11(2))**

The French authorities support Parliament's proposal to require travellers to be informed more in advance if their contract is amended. They can also support the Presidency's drafting proposal, which goes in the same direction, by providing clarity:

« 2. If, before the start of the package, the organisation is restricted to alter any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposed to increase the price of the package by more than 8 % in accordance with Article 10(2), the organisation shall without undue delay inform the traveller on the need to offer significant changes to the contract. Once the organiser has offered the traveller changes to the contract in accordance with paragraph 3, the traveller may within a reasonable period specified by the organiser (...) ».

*II.6. On the termination of the package travel contract and on the right of withdrawal before the start of the trip – Article 12*

**Lines 87a to 87d (Article 12(1))**

The French authorities support the Parliament's proposal to improve information for travellers on the cancellation fees that will have to be specified in the travel contract.

They are also in favour of option 1 of the Presidency's drafting proposal, which goes in the same direction, that is to say, which aims to require that termination fees be provided for in the contract, regardless of the method of calculation. On the other hand, they are against option 2 of the drafting proposal, which would allow for termination fees applied not to be provided for in the contract, and would hinder the objective of better informing the traveller about those costs.

**Line 89 (Article 12(2))**

The French authorities would prefer the scope of exceptional and unavoidable circumstances to be that decided in the Council's mandate.

Only if the Council's version is not the one adopted, the French authorities want the cases of application of exceptional and unavoidable circumstances to be as precise as possible. The French authorities question in particular the notion of "objective". How can this notion be defined and by whom?

As for the proposal to introduce the concept of quarantine in this paragraph, the French authorities could be flexible because such an insertion would contribute to a better definition of the cases of application of the exceptional and unavoidable circumstances.

**Lines 90 and 91 (Article 12(3a))**

1/ The French authorities do not want to mention travel advice in the operative part of the directive. They wish the scope of exceptional and unavoidable circumstances to be the one decided in the Council's mandate. Indeed, there is little EU-wide harmonisation in the practice of issuing travel warnings, or even a uniform assessment between Member States of the situation in a region, place or country, which could lead to the introduction of unequal treatment between consumers, and pose a risk of legal uncertainty in the event of contradictory travel warnings between different countries.

This position is in line with the case-law of the Court of Justice of the European Union. The Court, when asked whether or not it was necessary to find that there were "negative" recommendations to

travellers in order to recognise exceptional and unavoidable circumstances, replied in the negative in its judgment in Case C-299/22 (paragraphs 27 to 36, in particular paragraph 35) of 29 February 2024. In particular, the Court highlighted the lack of harmonisation in the area of travel advice: their inclusion in the equation would be contrary to the Directive's objective of harmonisation. The French authorities therefore wish to maintain the Court's balanced position.

Therefore, in order to avoid litigation risks in terms of advice and those relating to unequal treatment between travellers according to their country of origin and/or residence, the French authorities reiterate their request to delete that mention throughout the text.

Finally, the French authorities recall in particular that:

**- advice to travellers does not fall under any EU competence, but under the consular policy of the Member States for which the EU has only a supporting competence: their express integration into any European normative text is therefore to be observed with the greatest caution, even if it would be by simple reference;**

**- if advice to travellers bears no normative nor imperative nature, they could however be the basis for the commitment of State responsibility for liability; their express inclusion in the directive appears likely to increase the risk of litigation against the State, in parallel with disputes between consumers and travel service providers.**

2/ Complementarily, in the light of the proposal presented in the Flash of 24 October, the French authorities would welcome the deletion by Parliament of the sentence concerning the financial consequences that a traveller duly informed by an organiser would have to bear and the addition of the following sentence in the recitals:

« Circumstances already known to the traveller concerned or expected for him or her on the date of conclusion of the package travel contract cannot be the basis for exercising the right to terminate such a contract without paying a termination fee unless the situation [which existed at the moment of the conclusion of contract or was anticipated at that point in time] exacerbated significantly between the conclusion and the termination of the contract ».

#### **Line 93 (Article 12(4))**

The French authorities agree with the proposed addition to Article 12(4):

“Where the traveller's payment details are no longer valid, the 14-day refund period will start running as soon as the traveller has provided the organiser with the correct payment details.”

#### ***II.7. On vouchers – Article 12a***

##### **- Lines 98a, 99, 102a and 103**

The French authorities fully support the addition of the term “express” to ensure that the vouchers are expressly accepted by the consumer, and thus prohibit the use of pre-ticked boxes to obtain the consumer's consent. The French authorities are committed to an express agreement that necessarily presupposes positive action by the consumer, thus prohibiting the practice of pre-ticking. The recital may in this regard also be added.

##### **- Line 106**

The French authorities can support Parliament's proposal, as well as the compromise proposal which provides for a confirmation by the professional of the correct transfer of the asset.

II.8. Effectiveness and scope of protection against insolvency – Articles 17 and 18

**- Line 117a (Article 17(6))**

The French authorities accept the 6-month period for reimbursement, which may be modified if necessary.

In addition, the French authorities hope that the list of documents regarding the implementation of the financial guarantee can be set by each Member State. They regret that the Presidency and Parliament did not include in the list the bank details (IBAN) of each client so that the financial guarantor could proceed to reimburse the client. Indeed, in France, financial guarantors do not have the bank details of the customers of tour operators.

**- Lines 119, 119a, 120, 120a, 120b, 121 (New Article 17(7) (proposed Article 17(7) and now 17(8))**

The French authorities thank the Presidency for the latest drafting proposal concerning the registers listing the structures that have the right to operate in each Member State and their guarantor. Such instruments will facilitate checks on the effectiveness of the existence of a financial guarantee and the legality of the exercise of undertakings, in particular in cases of freedom to provide services outside their borders.

The French authorities agree with the proposal to set up multiple registers in each Member States that can also be kept by private operators.

The French authorities also thank the European Commission for centralising all these registers on a portal hosted by its services.

**Article 18(3)**

The French authorities can support this change.

II.9. On the complaints mechanism (Article 24)

**- Line 132c-132g**

The French authorities are in favour of an obligation for operators to set up a system for dealing with consumer complaints, as already exists in other European texts, in particular those relating to passengers' rights in transport.

The Presidency's drafting proposal goes in this direction. On the other hand, the notion of "problems of performance of the package" seems both restrictive and imprecise. Any dispute should be brought before the operator.

As regards the deadlines, depending on the dispute brought to the attention of the operator, a maximum period of 7 days to acknowledge receipt of the request and a maximum period of 2 months to provide a response appear appropriate.

II.10. Alternative dispute resolution mechanism (Article 26)

**- Lines 132l-132o**

The French authorities are in favour of clarifying this particularly important issue for consumers, as out-of-court resolution of consumer disputes is now a mechanism well known to consumers in general.

However, the French authorities could accept the proposed compromise which would replace the new article proposed by Parliament with a recital.

II.11. On sanctions (Article 25)

**In any event, the French authorities' view is that the question of the system of penalties applicable in the event of an infringement must be detached from that relating to travel advice, since there is no logical link between those two subjects, which must therefore be examined separately.**

**- Lines 132i-132k**

The French authorities are opposed to any measure to harmonise the penalties applicable in the event of infringements by operators of the rules laid down in this Directive. While such harmonisation may seem interesting at first glance, it would in practice be impossible to implement given the powers of investigation and sanctions available to the supervisory authorities and which fall under the national level.

Consequently, the French authorities consider that each Member State must be free to determine the nature and level of the penalties applicable in accordance with its national policy and administrative organisation. Finally, the current wording of Article 25, which leaves it to the Member States themselves to determine the applicable sanctions regime, specifying that those penalties must be effective, proportionate and dissuasive, remains relevant and has in the past made it possible to effectively sanction infringing professionals.

## Comments from Ireland

I refer to the two Flash communications from last week and the subsequent email regarding text for the Package Travel Directive, in addition to discussions at the most recent Working Party meeting. Overall, Ireland is positive about the progress being made and the general direction of the text, and we are confident that the Presidency can successfully achieve an agreement with the EP next month.

### 1. Ireland can support the PRES in respect of the following proposed amendments/additions:

- **Recital 18a and Article 3(12)**
- **Information obligations – Articles 5 and 7** – including either option proposed for additional recital text referring to the accessibility of the *services* covered by the package contract.
- **Prepayments – Article 5a** – with a preference for Option 2 in the proposed recital text
- **Alteration of other package travel contract terms – Article 11(2)**
- **Vouchers – Article 12a**
- **Art 12(3a) Line 90-91** – can accept Option 1, the proposed Recital in return for the references to official warnings being deleted. Option 2 is unacceptable for the reasons previously given during discussions of this issue when the text was negotiated at Council – the potential wide range of “competent authorities” and “relevant information” (or official warnings) makes this provision too broad so as to make practical application very challenging and likely to lead to a substantial number of disputes and litigation.
- **Art 12(4) Line 93**
- **Articles 17 and 18, Insolvency protection** - Lines 119, 119a, 120, 120a, 120b, 121
- **Complaint handling mechanism – Parliament’s proposal for Article 24** – proposing a timeframe of 10 days.
- **Alternative Dispute Resolution – Parliament’s proposal for a new Article 26a** – provided that it is clear that it remains a matter for MSs to determine whether or not ADR is mandatory.

### 2. Ireland cannot support the proposed compromise text in relation to the following:

- **Article 3 Definitions**, Line 58 and 61(a) - Ireland remains opposed to including this type of travel contract within the definition of package. The possibility of traders inadvertently becoming package providers with all of the responsibilities that entails remains. The potential impact, therefore, on the availability of certain services (e.g. airlines offering hotels, car hire etc. via a third party) or the scope for innovation in how travel services are offered or sold remains uncertain. It is also unclear how the 24 hour rule can be monitored and enforced. The scope of the Directive should be limited to products and services that are intentionally sold and bundled together. Whilst Ireland understands the intention of the EP – i.e. to counteract rogue traders deliberately splitting up packages in order to avoid obligations under the PTD, we do not consider that this proposed 24HR rule will act as a prevention to those determined to circumvent the Directive but that it will have negative unintended consequences for consumer choice, as explained above.
- **Article 12(1) Termination Fees** - Ireland is wary of any text mandating how termination fees are set. Such termination fees are often related to the termination conditions that organisers face from their suppliers – e.g. airlines require a non-refundable payment of the airfare whereas some accommodations allow for full refund up to 24hrs in advance of

travel. It is important to recognise this as a material factor in calculating termination fees and therefore organisers should have flexibility to set the fee according to the contractual and payment obligations related to the booking.

3. Ireland the following additional comments/proposed amendments:

- **Art 12(2), Line 89** – Ireland is of the view that reference to quarantine in the Recitals is sufficient.
- **Articles 17 and 18, Insolvency protection** – Ireland maintains a preference for a 9-month deadline. In some cases, processing can be protracted, especially if there are issues with the documents submitted for examination. Given that this possibility is anticipated in the proposed text at 6a, perhaps the following amendment (which aligns the wording at 6 and 6a) could be considered:

**“6. Travellers shall receive a refund of their payments without undue delay and at the latest within six months after submitting the documents necessary to examine complete their application.”**

In addition, in respect of the proposed new paragraph 6a and accompanying recitals, Ireland remains of the opinion that it should be up to the relevant competent authorities in each Member State to decide what documentation is required to process a claim. If, however, the consensus is to include this provision, Ireland suggests that this text should also include a reference to documentation a traveller may have to submit to recover any expenses they have incurred as a result of the insolvency (e.g. if they are stranded abroad and need to make their own arrangements for accommodation, repatriation etc).

**IT Comments on Presidency Flash WK 14297/25 - 24 October 2025**

**1. Information obligations - Articles 5 and 7**

**Article 5(1)(a)(viii) (line 71, 71a, 71b):**

IT Position Italy can express flexibility.

**Article 5(1)(f) (lines 73b):**

IT Position The expression 'relevant general information' could be supported by Italy, since 'exhaustive' would entail an excessively broad and undefined information burden.

**Article 5.3 and 7.1 (lines 75e, 75 f):**

IT Position: Italy expresses flexibility. In particular, Italy agrees with the proposal to include the reference to Directive 2019/882 on the accessibility requirements of products and services only in the recitals in order to make it more effective and clear in the operational part.

**2. Prepayments - Article 5a**

**Lines 76, 77, 78 and 79:**

IT Position: In the interest of reaching a compromise, option 2 could be accepted. (Presidency Flash 24/10)

**3. Alteration of other package travel contract terms - Article 11(2)**

**Art. 11.2 (line 86b):**

IT Position: Italy expresses flexibility with regard to the Parliament's proposal to introduce an obligation to inform travellers of changes to the package without undue delay, before the organiser is ready to communicate the consequences of such changes.

**4. Termination of the package travel contract - Article 12**

**Art. 12.1 (lines 87a, 87b, 87c, 87d):**

IT Position: In the interest of reaching a compromise, Italy could accept option 2, as mentioned in the email of 26 October"

**Art. 12.2 (line 89):**

IT Position Already at an early stage, the Italian delegation had expressed its opposition to the reference to "place of departure" and "place of residence".

**Art. 12.3a (lines 90, 91):**

IT Position: Italy considers the elimination of paragraph 3a to be a red line. Amending the recital alone is irrelevant, and deleting the sole phrase "If the traveler ... is all-inclusive" further unbalances the paragraph. Italy is opposed and asks the Presidency to stick to general approach.

**Art. 12.4 (line 93):**

IT Position: Italy express flexibility.

**5. Vouchers - Article 12a****Lines 98a, 99, 102a, 103:**

IT Position: Italy express flexibility; the compromise proposal is considered acceptable.

**6. Insolvency protection - Articles 17 and 18****Lines 119, 119a, 120, 120a, 121:**

IT Position: Italy express flexibility, the updated version is considered acceptable.

## Comments from Luxembourg

### **Alteration of other package travel contract terms**

#### **Sur l'article 11 (2)**

**Ligne 86b :**

LU position was expressed during the WP.

### **Termination of the package travel contract**

#### **Article 12 (1)**

**Lignes 87a, 87b, 87c and 87d**

LU has a preference for option 2, but would prefer some more clarity as to what is covered by “*relevant cost savings and income from alternative deployment of the travel services*” in the last part of point c.

LU maintains reservations expressed during the WP regarding the additional obligation for the organiser to provide “*justification for the applicable termination fees*”. If this obligation was nonetheless to be maintained, it should be limited to the situation described in point c.

#### **Article 12 (2)**

#### **Article 12 (3)**

**Lignes 90 et 91**

LU position was expressed during the WP. LU cannot support any of the proposed options. LU cannot accept any reference to travel warnings in the operative part of the text.

### **Vouchers**

**Ligne 106**

LU shares concerns expressed by other delegations : it should be avoided that the trader has the possibility to delay the transfer, but we could show some flexibility if this concern could be addressed in the text.

### **Insolvency protection – Articles 17 and 18**

#### **Article 17 et 18**

**Ligne 117 Flash du 22 Octobre**

LU shares the view expressed by other delegations that the harmonisation should not introduce supplementary burden for the consumer f.ex. when less documents are required under national law, but could be flexible towards harmonisation if this concern was addressed in the text.

### **Complaint handling mechanism –**

#### **Parliament's proposal for Article 24**

**Lignes 132C – 132K Flash du 22 Octobre**

Deadlines for complaint handling mechanisms should be consistent with the deadlines foreseen in the ADR Regulation.

**SE written comments 29 October 2025**

We would like to thank the Presidency for the opportunity to provide written comments on the draft proposals presented by the presidency from 24 and 26 October 2025.

**Information obligations – Articles 5 and 7**

Line 71, 71a, 71b (Article 5(1)(a)(viii)):

Sweden is unsure whether the recital in the presidency flash is to be understood as a compromise proposal that the member states are invited to respond to, or if it's simply information about ongoing discussions. In any case, Sweden has no objections to the presented recital.

Line 73b (Article 5(1)(f)):

Sweden can agree to the proposed Article.

Line 75e and 75f and 80b (Articles 5(3) and 7(1)):

Sweden can agree to keep the Parliament's proposal.

**Prepayments – Article 5a**

Lines 76, 77, 78 and 79:

Sweden can agree to both proposed recitals, but prefers the later version.

**Alteration of other package travel contract terms – Article 11(2)**

Line 86b (Article 11(2)):

Sweden can agree to the draft proposal from 26 October.

## **Termination of the package travel contract – Article 12**

### Line 87a, 87b, 87c and 87d (Article 12(1)):

Sweden can agree to draft proposal option 2 from 26 October. Option 1 does not give organisers the right to a termination fee unless the package travel contract specifies standardised termination fees, which shouldn't be the case.

The corresponding adaptation of Article 5(1)(g) should also be adjusted to take into account the possibility of termination fees also when the package travel contract does not stipulate standardised termination fees.

### Line 89 (Article 12(2)):

Sweden does not see the need for explicitly mentioning quarantine requirements in the operative part of the text. The council mandate is fully sufficient on this matter.

### Line 90 and 91 (Article 12(3a)):

Sweden can agree to the recital.

### Line 93 (Article 12(4)):

Sweden can agree to the proposal.

## **Vouchers – Article 12a**

### Line 98a, 99, 102a and 103:

Sweden can agree to the insertion of “expressly” and a recital elaborating on its meaning.

### Line 106:

Sweden is unsure whether the text in the presidency flash is to be understood as a compromise proposal that the member states are invited to respond to, or if it's simply information about ongoing discussions. In any case, Sweden has no objections to the discussed adjustments.

## **Insolvency protection – Articles 17 and 18**

Line 119, 119a, 120, 120a, 120b, 121:

Sweden does not wish to expand the responsibilities of the central contact points to keep and publish inventory listings of traders that sell packages in their territory to include also the insolvency protection body or bodies granting insolvency protection for the relevant organiser. It would increase the administrative burden for national contact points and it is unlikely that the information would provide any additional value for package travel customers. This might also raise concerns involving issues of confidentiality/professional secrecy regarding information on the specific insolvency scheme. We would like to delete the following text in the new Article 17(7):

‘The information displayed in the inventories shall include the insolvency protection body or bodies granting insolvency protection for the relevant organiser, including the insolvency body’s contact details.’

With the deletion proposed in Article 17(7), the text ‘the identity of the entity or entities in charge of’ could be accepted in Article 18(3).

### **Outstanding issues on accessibility**

Sweden can agree to all the proposed recitals.