



2023/0435(COD)

03.02.2025

DRAFT OPINION

of the Committee on Transport and Tourism

for the Committee on Internal Market and Consumer Protection

on the proposal for a directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive (COM(2023)0905 – C9-0436/2023 – 2023/0435(COD))

Rapporteur for opinion: Jan-Christoph Oetjen

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SHORT JUSTIFICATION

The Rapporteur welcomes the Commission's proposal to improve consumer rights and transparency in package travel, which seeks to strike a balance between consumer protection and the operational realities of SMEs. He believes this balance can be refined to better address the needs of both parties. The COVID-19 pandemic highlighted significant gaps in the current framework, particularly concerning cancellations, refunds and insolvency. The incorporation of these lessons is welcomed to ensure greater resilience and clarity in future crises. However, flexibility must also be preserved for SMEs, which make up 99% of the sector. The Rapporteur believes the following provisions can be refined to ensure strong consumer protection whilst maintaining operational feasibility, fostering a fair, transparent, and adaptable framework for consumers and the travel industry.

- Firstly, the removal of pre-payment requirements. The package travel sector is characterised by a wide range of offers, catering to different types of travellers. A standardised rule for advance payments would particularly affect SMEs, which may then be deterred from offering certain products altogether. The exemption clause ultimately adds further reporting obligations as SMEs are to justify why they request more than 25% of the advance payment. This contradicts the goal of reducing bureaucracy.
- Secondly, the distinction between a package and a Linked Travel Arrangement (LTA) remains overly complex for consumers, offering little added value and in the end leaving consumers uncertain about their level of protection. At the same time, it is unreasonable to offer consumers no legal protection outside of a package, as combinations of travel services that do not constitute a package are common practice. One key advantage they offer is flexibility. Therefore, the Rapporteur proposes a compromise in deleting LTAs and introducing the category of these 'combinations of travel services'. This aligns with stronger information requirements, as consumers are not always aware if they are purchasing a package. Drawing inspiration from EU financial services legislation, the Rapporteur suggests clear warnings be provided upfront. Integrating such warnings into the booking process ensures that travellers are fully informed before concluding their contract, rather than relying solely on standard information forms.
- Thirdly, the COVID-19 pandemic significantly impacted package travel, causing widespread cancellations and legal disputes. The Rapporteur welcomes the Commission's proposed clarifications and further refines the definition of 'unavoidable and extraordinary circumstances', while also proposing to pre-define termination fees contractually to prevent future disputes.
- Fourthly, whilst the Rapporteur acknowledges that complaints handling is largely covered by the new DSA and national legislation, the Directive feels incomplete without a dedicated provision. This is also crucial for ensuring the introduction of Alternative Dispute Resolution (ADR) mechanisms in those Member States where they are not already available. To ensure effective enforcement and wider use across the EU it is necessary to strengthen consumer protection, raise awareness of ADR schemes and make participation mandatory for organisers, as is already the case in some Member States.

AMENDMENTS

The Committee on Transport and Tourism submits the following to the Committee on Internal Market and Consumer Protection, as the committee responsible:

Amendment 1

Proposal for a directive

Article 1 – paragraph 1 – point 1

Directive (EU) 2015/2302

Article 1 – paragraph 1

Text proposed by the Commission

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and **linked** travel **arrangements**, as well as certain aspects of contracts between organisers of packages and service providers.

Amendment

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and **certain combinations of travel services bought separately for the purpose of the same trip or holiday**, as well as certain aspects of contracts between organisers of packages and service providers.

Or. en

Justification

Throughout the Directive, the term 'linked travel arrangements' is replaced by 'combinations of travel services bought separately for the purpose of the same trip or holiday' and any necessary grammatical changes are made.

Amendment 2

Proposal for a directive

Article 1 – paragraph 1 – point 2

Directive (EU) 2015/2302

Article 2 – paragraph 1

Text proposed by the Commission

1. This Directive applies to packages

PE767.919v01-00

Amendment

1. This Directive applies to packages

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offered for sale or sold by traders to travellers and to *linked travel arrangements facilitated by traders for travellers*.

offered for sale or sold by traders to travellers and to *certain combinations of travel services bought separately for the purpose of the same trip or holiday that do not fall under the definition of a package in this Directive*.

Or. en

Amendment 3

Proposal for a directive

Article 1 – paragraph 1 – point 3 – point a

Directive (EU) 2015/2302

Article 3 – paragraph 1 – point 2 – subparagraph 1 – point b – point i

Text proposed by the Commission

- (i) those services are purchased from a single point of sale and
- *have been* selected before the traveller agrees to pay, or

 - *other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or*

 - *other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or*

Amendment

- (i) those services are purchased from a single point of sale and
- *are* selected before the traveller agrees to pay, or *by the end of the next working day following the day on which the traveller agreed to pay for the first travel service, or*

Or. en

Amendment 4

Proposal for a directive

Article 1 – paragraph 1 – point 3 – point b

Text proposed by the Commission

(5) ‘**linked travel arrangement**’ means a combination of different types of travel services, **not falling** under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of same trip or holiday and where a contract on the provision of an additional travel service is concluded **at the latest 24 hours after the confirmation of the booking of the first contract**.

Amendment

(5) ‘**combination of travel services that does not constitute a package**’ means a combination of different types of travel services **which are booked separately after the end of the next working day following the day on which the traveller agreed to pay for the first travel service and do not fall** under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of **the** same trip or holiday and where a contract on the provision of an additional travel service is concluded.

Or. en

Amendment 5

Proposal for a directive

Article 1 – paragraph 1 – point 3 – point b a (new)

Directive (EU) 2015/2302

Article 3 – paragraph 1 – point 12

Present text

(12) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

Amendment

(ba) point 12 is replaced by the following:

‘(12) unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken including: **warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as**

floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract;'

Or. en

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>

Justification

As per Recital 31 of Directive (EU) 2015/2302 for the sake of clarification.

Amendment 6

Proposal for a directive

Article 1 – paragraph 1 – point 4 – point b

Directive (EU) 2015/2302

Article 5 – paragraph 1 – point g

Text proposed by the Commission

information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, *or, where applicable, the standardised termination fees requested by the organiser*, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);

Amendment

information that the traveller may terminate the contract at any time before the start of the package in return for payment, *as specified in the contract*, of an appropriate and justifiable termination fee, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);

Or. en

Amendment 7

Proposal for a directive

Article 1 – paragraph 1 – point 4 – point b a (new)

Directive (EU) 2015/2302

Article 5 – paragraph 1 – subparagraph 1 – point h a (new)

Text proposed by the Commission

Amendment

(ba) the following point (ha) is added:
'(ha) Clear and prominently displayed information that the traveller is buying a package. The information shall include a comprehensible explanation of the protection given to the traveller after the conclusion of the contract as provided for in this Directive.'

Or. en

Amendment 8

Proposal for a directive

Article 1 – paragraph 1 – point 4 a(new)

Directive (EU) 2015/2302

Article 5 – paragraph 2 a (new)

Text proposed by the Commission

Amendment

(4a) In Article 5, the following paragraph (2a) is added:

'(2a) The information referred to in point (i) of paragraph 1 of this Article shall also be prominently displayed as a clear written warning during the booking process or before the traveller is bound by a contract, in order to ensure that the traveller understands the nature of the travel services being purchased and the corresponding protections. The written warning shall include the words: “The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 on package travel.’

Or. en

Amendment 9

Proposal for a directive

Article 1 – paragraph 1 – point 5

Directive (EU) 2015/2302

Article 5a

Text proposed by the Commission

Amendment

(5) the following Article 5a is inserted: *deleted*

‘Article 5a

Payments

Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and shall not request the remaining payment earlier than 28 days before the start of the package. The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking.’

Or. en

Amendment 10

Proposal for a directive

Article 1 – paragraph 1 – point 6 a (new)

Directive (EU) 2015/2302

Article 11 – paragraph 5

Present text

5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 14(2), (3), (4), (5) and (6) shall apply mutatis mutandis.

Amendment

(6a) In Article 11, paragraph 5 is replaced by the following:

‘5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 **working** days after the contract is terminated. Article 14(2), (3), (4), (5) and (6) shall apply mutatis mutandis.’

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

Justification

The Rapporteur suggests slightly extending refund delays to account for non-working days and public holidays, ensuring that businesses, and in particular SMEs, have a reasonable amount of time to process refunds and avoid undue pressure.

Amendment 11

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point -a (new)

Directive (EU) 2015/2302

Article 12 – paragraph 1

Present text

1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The

Amendment

(-a) paragraph 1 is replaced by the following:

‘1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The

package travel contract may specify reasonable *standardised* termination fees 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. *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.*

package travel contract may specify reasonable termination fees based on the time of termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. The organiser shall *include a specification of the amount of the termination fees in the contract. Those termination fees shall be determined in accordance with the terms specified therein.*'

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

Amendment 12

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point a

Directive (EU) 2015/2302

Article 12– paragraph 2

Text proposed by the Commission

‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, *at the place of the traveller’s residence or departure or affecting the journey to the destination*, where such circumstances significantly affect the performance of the package. *The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances.* If the package travel

Amendment

‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, where such circumstances significantly affect the performance of the package. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’

contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’

Or. en

Amendment 13

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point a a (new)

Directive (EU) 2015/2302

Article 12 – paragraph 3 – introductory part

Present text

The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, **but** shall not be liable for additional compensation, if:

Amendment

(ba) in paragraph 3, the introductory part is replaced by the following:

‘The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, ***or provide substantially the same package through alternative carriers and transport modes, or , on a non-binding basis, offer an alternative travel service to replacement the original package, or components of that package.*** ***The organiser*** shall not be liable for additional compensation, if.’

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

Amendment 14

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point a b (new)

Directive (EU) 2015/2302

Article 12 – paragraph 3 – point a – introductory part

Present text

Amendment

(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:

(ab) in paragraph 3, point (a), the introductory part is replaced by the following:

‘(a) the number of persons enrolled for the package ***or for any travel service included in the package individually*** is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:’

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972> Or. en)

Amendment 15

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point b

Directive (EU) 2015/2302

Article 12 – paragraph 3 a (new)

Text proposed by the Commission

Amendment

‘3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.’

‘3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall, ***if they arise after the date of booking***, be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.’

Or. en

Amendment 16

Proposal for a directive

Article 1 – paragraph 1 – point 7 – point c

Directive (EU) 2015/2302

Article 12 – paragraph 4 – subparagraph 1

Text proposed by the Commission

‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the **appropriate and justifiable** termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, **regardless of whether the traveller specifically asks for a refund.**’

Amendment

‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the **contractual** termination fee. The organiser shall **automatically** make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 **working** days after the package travel contract is terminated.’

Or. en

Justification

Throughout the Directive, the term ‘appropriate and justifiable termination fee’ is replaced by ‘contractual termination fee’ and any necessary grammatical changes are made.

Amendment 17

Proposal for a directive

Article 1 – paragraph 1 – point 8

Directive (EU) 2015/2302

Article 12a

Text proposed by the Commission

‘Article 12a

Vouchers

1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a

Amendment

‘Article 12a

Vouchers

1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a

voucher *which can be used for a future package* instead of a refund.

2. **Before the traveller accepts** the voucher, the organiser shall inform the traveller **clearly and prominently in writing about:**

- (a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,
- (b) **the validity period of the voucher and the** rights of travellers in relation to vouchers as laid down in this Article,

3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher **on** a higher **amount**.

4. Travellers shall lose their right to a refund during the validity period of the voucher only if they **accept** the voucher instead of a refund **explicitly and in writing**. The parties may at any time agree on a full refund before a voucher is redeemed or expires.

5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months **with** the explicit **and written** agreement of

voucher instead of a refund. **The total value of the voucher shall represent:**

- (a) its monetary value when redeemed,;**
- (b) an alternative package offered by the organiser, or;**
- (c) a credit for any other travel service provided by the organiser.**

2. **When offering** the voucher, the organiser shall inform the traveller **clearly, comprehensibly and in a prominent manner, on a durable medium, of the following:**

- (aa) the total value of the voucher,**
- (a) the fact that the traveller is entitled to a refund within 14 **working** days and is not obliged to accept a voucher,
- (b) **other** rights of travellers in relation to vouchers as laid down in **paragraphs 3 to 7 of this Article, , and in Article 17,**
- (ba) the terms of use for the voucher, laid down in paragraphs 6, 7 and 7a of this Article.**

3. The **monetary** value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher **of** a higher **total value**.

4. Travellers shall lose their right to a refund during the validity period of the voucher only if they **expressly accepted** the voucher instead of a refund, **and the voucher is on a durable medium and they have been informed of all elements mentioned in paragraph 2 of this Article**. The parties may at any time agree on a full, **or partial,** refund before a voucher is redeemed or expires.

5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months **subject to** the explicit agreement of both

both parties.

6. If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.

7. Vouchers shall be transferable to another traveller without any additional cost.

8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the **amount** of the **payments received from the traveller.**'

parties **in written form.**

6. If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher, **or its remaining monetary value**, as soon as possible and at the latest within 14 **working** days after the end of the validity period without the need of any prior request by the traveller.

7. Vouchers shall be transferable to another traveller, **at least once** without any additional cost.

7a. Vouchers may be redeemed in parts without any additional cost.

8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the **outstanding monetary value** of the **voucher.**'

Or. en

Justification

The Rapporteur generally supports a more flexible voucher policy, as it strengthens consumer confidence in vouchers as a viable alternative in various situations while also improving feasibility for operators.

Amendment 18

Proposal for a directive

Article 1 – paragraph 1 – point 8 a (new)

Directive (EU) 2015/2302

Article 15 – paragraph 1

Present text

Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through

Amendment

(8a) In Article 15, paragraph 1 is replaced by the following:

‘Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through

which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser *without undue delay*.

which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser *upon receipt of the complaint.*'

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

Amendment 19

Proposal for a directive

Article 1 – paragraph 1 – point 9

Directive (EU) 2015/2302

Article 17 – paragraph 1 – subparagraph 1

Text proposed by the Commission

Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the *amount of payments received from the traveller*. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.

Amendment

Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the *outstanding monetary value of the voucher*. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.

Or. en

Amendment 20

Proposal for a directive

Article 1 – paragraph 1 – point 9

Text proposed by the Commission

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.

Amendment

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and ***outstanding monetary values of*** vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.

Or. en

Amendment 21

Proposal for a directive
Article 1 – paragraph 1 – point 9
Directive (EU) 2015/2302
Article 17 – paragraph 5 a (new)

Text proposed by the Commission

Amendment

5a. When the performance of the package is affected by the organiser's insolvency, Member States shall ensure that travellers are informed without undue delay about the organiser's insolvency, the name and contact details of the entity providing insolvency protection, and their rights for ongoing packages.

Or. en

Amendment 22

Proposal for a directive

Article 1 – paragraph 1 – point 9

Directive (EU) 2015/2302

Article 17 – paragraph 6

Text proposed by the Commission

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

Amendment

6. Refunds of payments affected by the organiser’s insolvency shall be provided without undue delay and at the latest within three months after the traveller has submitted the documents necessary to examine the request.

Or. en

Amendment 23

Proposal for a directive

Article 1 – paragraph 1 – point 10 a (new)

Directive (EU) 2015/2302

Article 18 – paragraph 3

Present text

3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. ***Those contact points shall grant each other access to any available*** inventory listing organisers which are in compliance with their insolvency protection obligations. ***Any such inventory shall be publicly accessible, including online.***

Amendment

(10a) in Article 18, paragraph 3 is replaced by the following:

‘3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. ***Member States shall create an online publicly accessible*** inventory listing organisers which are in compliance with their insolvency protection obligations.’

Or. en

Amendment 24

Proposal for a directive

Article 1 – paragraph 1 – point 10 b (new)

Directive (EU) 2015/2302

Article 18 a (new)

Text proposed by the Commission

Amendment

(10b) the following Article 18a is inserted:

‘Article 18a

Complaints Handling Mechanism

- 1. Member States shall ensure that organisers establish and maintain an effective complaints handling mechanism, that results in complaints from travellers being handled in a timely, fair, and transparent manner.***
- 2. Organisers shall inform travellers of their complaints handling mechanism in place.***
- 3. Organisers shall handle complaints submitted through their complaints handling mechanism in a timely, non-discriminatory, diligent and non-arbitrary manner.***
- 4. Organisers shall inform complainants without undue delay of their reasoned decision in respect of the information to which the complaint relates and of the possibility of Alternative Dispute Resolution provided for in Article 18b and other available possibilities for redress.’***

Or. en

Amendment 25

Proposal for a directive

Article 1 – paragraph 1 – point 10 c (new)

Directive (EU) 2015/2302
Article 18 b (new)

Text proposed by the Commission

Amendment

(10c) the following Article 18b is inserted:

‘Article 18b

Mandatory Alternative Dispute Resolution

1. Member States shall ensure that organisers established in their territory are required to participate in alternative dispute resolution (ADR) procedures for disputes under this Directive. Such ADR procedures shall be conducted by entities that comply with Directive 2013/11/EU and may include existing bodies where appropriate.

2. Organisers shall inform travellers of their right to access ADR in accordance with applicable consumer protection rules.

3. Member States shall ensure that the bodies referred to in paragraph 1 cooperate in the resolution of cross-border disputes concerning rights and obligations arising under this Directive.’

Or. en

Amendment 26

Proposal for a directive
Article 1 – paragraph 1 – point 10 d (new)
Directive (EU) 2015/2302
Chapter VI – title

Present text

Amendment

LINKED TRAVEL ARRANGEMENTS

(10d) the title of Chapter VI is replaced by the following:

‘COMBINATIONS OF TRAVEL SERVICES FOR THE SAME TRIP OR HOLIDAY THAT DO NOT

CONSTITUTE A PACKAGE'

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

Amendment 27

Proposal for a directive

Article 1 – paragraph 1 – point 11

Directive (EU) 2015/2302

Article 19 – title

Text proposed by the Commission

Amendment

Insolvency protection **and information requirements for linked travel arrangements**

Insolvency protection

Or. en

Amendment 28

Proposal for a directive

Article 1 – paragraph 1 – point 11

Directive (EU) 2015/2302

Article 19 – paragraph 1

Text proposed by the Commission

Amendment

1. For **linked travel arrangements, as defined in Article 3(5)**, Member States shall ensure that traders which invite travellers to conclude a contract on a different type of travel service shall provide security for the refund of all payments they receive from travellers. **If** such traders are responsible for the traveller's return journey, the security shall also cover **the** traveller's repatriation. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.

1. For **combinations of travel services that do not constitute a package**, Member States shall ensure that traders which invite travellers to conclude a contract on a different type of travel service shall provide security for the refund of all payments they receive from travellers **that have subscribed to insolvency protection under Article 19b**. **Where** such traders are responsible for the travellers' return journey, the security shall also cover **those** travellers' repatriation **costs**. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.

Amendment 29

Proposal for a directive

Article 1 – paragraph 1 – point 11

Directive (EU) 2015/2302

Article 19 – paragraph 2

Text proposed by the Commission

Amendment

2. When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it is not established in a Member State but, by any means, directs such activities to a Member State, shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.

deleted

Or. en

Amendment 30

Proposal for a directive

Article 1 – paragraph 1 – point 11

Directive (EU) 2015/2302

Article 19 – paragraph 3

Text proposed by the Commission

Amendment

3. Where traders do not comply with the requirements set out in *paragraphs 1 and 2* of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included *in the linked travel arrangement*.

2. Where traders do not comply with the requirements set out in *paragraph 1* of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included.'

Or. en

Amendment 31

Proposal for a directive

Article 1 – paragraph 1 – point 11

Directive (EU) 2015/2302

Article 19 – paragraph 4

Text proposed by the Commission

Amendment

4. *Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader which invited the traveller to conclude such contract on this fact.* **deleted**

Or. en

Amendment 32

Proposal for a directive

Article 1 – paragraph 1 – point 11 a (new)

Directive (EU) 2015/2302

Article 19a (new)

Text proposed by the Commission

Amendment

(11a) *the following Article 19a is inserted:*

‘Article 19a

Optional protections for combinations of travel services

When a consumer purchases a second travel service for the same trip or holiday, constituting a combination of travel services that do not constitute a package, the consumer may be given the option to subscribe to protections equivalent to those provided for package travel under Chapters III and IV of this Directive. This shall include insolvency protection, as specified in Article 19, for the total amount of the payments received from the traveller.’

Or. en

Amendment 33

Proposal for a directive

Article 1 – paragraph 1 – point 11 b (new)

Directive (EU) 2015/2302

Article 19 b (new)

Text proposed by the Commission

Amendment

(11b) the following Article 19b is inserted:

‘Article 19b

Information requirements

1. If a combination of travel services that do not constitute a package is formed, the trader which concludes a contract for a different type of travel service shall inform the trader which invited the traveller to conclude that contract of that fact and about any protections that have been subscribed to as part of that combination of travel services that do not constitute a package.

2. When inviting the traveller to conclude a contract for a different type of travel service, the trader shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.

The first paragraph shall apply equally to traders who are not established in a Member State but who, by whatever means, direct travel services to that Member State.

3. The traveller shall be expressly informed in a clear and prominent manner about fact that he or she is not buying a package but a combination of travel services that does not constitute a package. The information shall include a comprehensible explanation of the possibility to subscribe to the similar

consumer protections mentioned in Article 19a.

4. The information referred to in point (3) of this Article shall also appear prominently as a clear written warning during the booking process or before the traveller is bound by a contract, in order to ensure that the traveller understands the nature of the travel services being purchased and the corresponding protections. The written warning shall include the words ‘If you book additional types of travel services for this trip or holiday, you will not automatically benefit from rights applying to packages under Directive (EU) 2015/2302.’

5. The optional protections referred to in Article 19a must be presented clearly and prominently to the consumer at the time of the booking. If the consumer subscribes to one or more of those additional protections, the trader which has offered the possibility to subscribe to those protections shall ensure that the consumer receives all relevant documentation and confirmation of the protections in a durable medium.

6. Where traders do not comply with the requirements set out in paragraphs 1 to 4 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply to the travel services included.’

Or. en

Amendment 34

Proposal for a directive
Article 1 – paragraph 1 – point 12 a (new)
Directive (EU) 2015/2302
Article 23 – paragraph 1

Present text

1. A declaration by an organiser of a package ***or a trader facilitating a linked travel arrangement*** that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package ***or a linked travel arrangement*** does not constitute a package ***or a linked travel arrangement***, shall not absolve that organiser or trader from the obligations imposed on them under this Directive.

Amendment

(12a) In Article 23, paragraph 1, is replaced by the following:

'1. A declaration by an organiser of a package that he ***or she*** is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package does not constitute a package, shall not absolve that organiser or trader from the obligations imposed on them under this Directive.'

Or. en

(<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&qid=1738231769972>)

**ANNEX: ENTITIES OR PERSONS
FROM WHOM THE RAPPORTEUR HAS RECEIVED INPUT**

Pursuant to Article 8 of Annex I to the Rules of Procedure, the rapporteur for the opinion declares that he received input from the following entities or persons in the preparation of the draft opinion:

Entity and/or person
Airlines for Europe (A4E)
Allgemeiner Deutscher Automobil-Club (ADAC)
Booking.com
Bundesverband Deutscher Omnibusunternehmer (BDO)
CarTrawler
Cruise Lines International Association (CLIA)
eu travel tech
European Passenger Federation (EPF)
European Regions Airline Association (ERA)
European Travel Agents and Tour Operator Association (ECTAA)
Expedia Group
Global Business Travel Association (GBTA)
Hotrec
International Air Transport Association (IATA)
Lufthansa Group
Ryanair
The European Consumer Organisation (BEUC)
TUI
Verbraucherzentrale Bundesverband (vzbv)
World Road Transport Organisation (IRU)

The list above is drawn up under the exclusive responsibility of the rapporteur for the opinion.

Where natural persons are identified in the list by their name, by their function or by both, the rapporteur for the opinion declares that he has submitted to the concerned natural persons the European Parliament's Data Protection Notice No 484 (<https://www.europarl.europa.eu/data-protect/index.do>), which sets out the conditions applicable to the processing of their personal data and the rights linked to that processing.