

## INFORMATION ON THE PACKAGE TRAVEL DIRECTIVE IN CONNECTION WITH THE COVID-19<sup>1</sup>

To fight against further spread of the COVID-19 pandemic, national governments have introduced different measures, including travel restrictions and border controls. This has led to mass cancellations of already booked holidays. If you have booked a **package tour** (i.e. a combination of at least two travel services, e.g. transport and accommodation) **and you have not yet left for your trip**, consult the travel advice of your national authorities and contact your tour operator or travel agency.

Travel advice is a national competence that is being updated as the situation changes<sup>2</sup>. The list of EU Member States' travel advice is available at: <https://ec.europa.eu/info/sites/info/files/travel-advice-list.pdf>

According to the [Directive on Package Travel and Linked Travel Arrangements](#)<sup>3</sup>, the organiser of a package can cancel the trip without penalty if he is prevented from performing the contract because of “*unavoidable and extraordinary circumstances*”. The organiser must inform the traveller without undue delay about the cancellation (Article 12(3) of the Package Travel Directive).

The traveller can cancel the trip without penalty if there are “*unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination*” (Article 12(2) of the Package Travel Directive).

‘*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. Significant risks to human health, such as the outbreak of a serious disease like the COVID-19 at the travel destination or its immediate vicinity usually qualify as such unavoidable and extraordinary circumstances.

The assessment whether those circumstances significantly affect the performance of the package must be made on a case-by-case basis.

An official travel warning of national authorities is an important indicator that the package travel contract can be cancelled due to unavoidable and extraordinary circumstances impacting the performance of the trip. This also applies where public authorities prohibit certain travels or ban

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<sup>1</sup> This document is not legally binding and provides only guidance. It has not been formally adopted or endorsed by the European Commission and cannot be regarded as an official position of the European Commission. It only reflects the views of the Commission's Directorate-General for Justice and Consumers. The authoritative interpretation of Union law remains within the sole remit of the Court of Justice of the European Union.

<sup>2</sup> On 16 March 2020, the Commission adopted the Communication “COVID-19: Temporary Restrictions on Non-Essential Travel to the EU”, COM(2020)115 final.

<sup>3</sup> Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements, OJ L 326, 11.12.2015, p. 1..

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the movement of persons in a manner that excludes, *de facto*, the package travel contract to be performed.

*Example:* If you have booked a city trip in form of a package to a city to which access is restricted or where public life is subject to significant limitations (e.g. closure of tourist attractions or museums), this should give you the right to cancel your trip.

*Example:* If you or an accompanying family member have a medical condition for which exposure to the COVID-19 is particularly dangerous, you should have the right to cancel your package travel contract if the risk of contamination with COVID-19 at the travel destination or its immediate vicinity is declared high by the competent authorities when such increased risk significantly affects the performance of the package for the traveller(s). Such case may also be covered by your travel insurance.

Hence, it would have to be assessed whether travellers can reasonably be expected to travel to the destination(s) in light of the risk to their health and life. A subjective feeling of fear would not be sufficient.

**In those cases, either the organiser or the traveller can cancel the package travel contract.**

**The traveller has the right to get a full refund of any payments made for the package, within 14 days after termination of the contract.**

Having regard to the strains on liquidity of tour operators because of missing new bookings coupled with reimbursement claims, travellers should consider accepting that their package tour is postponed to a later point in time. Having regard to the current uncertainty to make travel plans, that could be done by means of a credit note (so-called “voucher”). However, the traveller should have the possibility to ask for a full refund if, eventually, he or she does not make use of the voucher. Moreover, it should be ensured that the voucher is covered by appropriate insolvency protection.

In any case, before cancelling, we suggest that you contact your tour operator or travel agency.

If you have booked a **package tour and you are blocked abroad**, your tour operator must provide assistance.

Tour operators have to provide assistance to travellers in difficulty, including by providing information on health services, local authorities and consular assistance, and by assisting to make distance communications and helping to find alternative travel arrangements.

In case the traveller cannot return home as scheduled (e.g. flight cancelled) due to “unavoidable and extraordinary circumstances”, tour operators must bear the cost of accommodation for

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maximum three nights, if the carriage of the traveller back home was part of the package. If you are blocked for more than three days, you may be required to bear the extra costs yourself, unless they are born by another entity. If you miss your return flight because you are put under quarantine by local authorities, you may be entitled to claim compensation for costs related to extended accommodation and repatriation in accordance with national rules on quarantine. Again, please contact your tour operator or local authorities for further information.

Travellers are not entitled to compensation for damages from the tour operator where the lack of conformity of the contract is caused by *unavoidable and extraordinary circumstances*.

If you want more information about your rights regarding the Package Travel Directive, please consult the [Your Europe website on package travel](#).