

Public consultation on the review of the Package Travel Directive

Fields marked with * are mandatory.

Introduction

Structure of the questionnaire

The questionnaire aims to seek data, information and opinions from stakeholders on their experiences and perceptions regarding the application of the EU current rules on package travel and linked travel arrangements and on the impacts of options for potential changes.

The reply options offered in this questionnaire take into account feedback from stakeholders already received, as well as recommendations from relevant studies and reports, such as the special report on air passenger rights during the COVID-19 pandemic, published by the European Court of Auditors on 29 June 2021[1].

The reply options and their order do not express preferences of the Commission services.

The questionnaire contains questions which can be answered by all respondents, and, in addition, specific questions addressed to particular categories of respondents. It is structured as follows:

- I. Questions for all respondents
- II. Additional questions for individuals using travel services
- III. Additional questions for consumer organisations and public authorities
- IV. Additional questions for public authorities
- V. Additional questions for businesses and their organisations
- VI. Additional questions for providers of insolvency protection

[1] Special report No 15/2021 - Air passenger rights during the COVID-19 pandemic: Key rights not protected despite Commission efforts (2021/C 258/05).

Practical information for filling in the questionnaire

You may respond to one, several or all sections that are relevant to you. At the end of the questionnaire, after the additional questions in section VI., you will be able to upload a document with specific comments on the issues raised in this questionnaire and/or in support of your position. You may also flag issues not specifically covered in the questionnaire.

For many questions you may choose more than one of the proposed options.

If you do not have sufficient information to answer a specific question or do not want to express an opinion on it, you may skip this question or reply 'do not know'.

You can save your replies (by clicking on the "save" button at the top) and get back to the questionnaire at a later stage. Please make sure to save a draft of the questionnaire regularly as you fill it in, and to submit the questionnaire ("submit" button at the very end after section VI.) before the end of the consultation period.

Glossary

Package ([Article 3\(2\)](#) of the [Package Travel Directive](#) (PTD)): ready-made holidays composed of different types of travel services (e.g. a flight and hotel accommodation, but not, for instance, rail plus plane) offered by a tour operator, as well as the customised selection of components for a trip or holiday by the traveller usually at a single online or off-line point of sale if certain criteria relating to the booking process are met, for instance an inclusive or total price. These criteria indicate a close link between the bookings of different travel services. Thus, the Directive provides the most complete protection for travellers with respect to packages.

Click-through packages ([Article 3\(2\)\(b\)\(v\)](#) of the PTD): online bookings made at different points of sale which are defined as 'packages' if the trader with whom a first contract is concluded transmits the customer's name, email address and payment details to the provider of a second travel service and the second contract is concluded within 24 hours of the first contract.

The concept of **linked travel arrangement (LTA)** covers two scenarios: (a) the traveller separately selects and pays for different types of travel services (e.g. a flight or train journey and then hotel accommodation or the other way round) on the occasion of a single visit or contact with one point of sale ([Article 3\(5\)\(a\)](#)); or (b) following the booking of a first travel service by the traveller, a trader facilitates in a targeted manner the booking of at least one additional travel service from another trader/website, if a contract with the other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service ([Article 3\(5\)\(b\)](#)). The Directive offers more limited protection for LTAs compared to packages.

Stand-alone travel service: e.g. transport (carriage of passengers), accommodation and car rental purchased separately without the presence of elements defining a package or LTA. Stand-alone travel services are not regulated by the PTD. Other EU rules such the Consumer Rights Directive (2011/83/EU) and the Regulations No 261/2004, No 1107/2006, No 1371/2007 (to be replaced by Regulation (EU) No 2021/782 as of 7 June 2023), No 1177/2010 and No 181/2011 on passenger rights for different modes of transport, are applicable to those services.

Organiser ([Article 3\(8\)](#) of the PTD): an (online or off-line) trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or, in the case of click-through packages, the trader who transmits the traveller's data to another trader. The concept of organiser is a functional concept and can cover different types of traders. An organiser is responsible for the performance of all services included in the package.

Retailer ([Article 3\(9\)](#) of the PTD): a trader who sells or offers for sale packages organised by an organiser.

Clarification: Under the PTD, organisers are subject to all provisions applying to packages, including liability for the proper performance of the package and insolvency protection, while retailers are subject only to some obligations, for instance, pre-contractual information requirements. This questionnaire is based on this regulatory model. However, Member States may^[1] apply the rules on organisers also to retailers. Several Member States have used this regulatory option.

Traders facilitating LTAs: traders, including providers of travel services (e.g. carriers or accommodation providers), online platforms, travel agencies and other intermediaries, that facilitate the booking of travel

services in the form of an LTA.

Traveller ([Article 3\(6\)](#) of the PTD): any person seeking to conclude a contract or entitled to travel on the basis of a contract concluded within the scope of the PTD. This covers consumers but also certain business travellers.

Unavoidable and extraordinary circumstances ([Article 3\(12\)](#) of the PTD): 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.

[1] Article 13(1) second sub-paragraph of the PTD.

About you

* Language of my contribution

- Bulgarian
- Croatian
- Czech
- Danish
- Dutch
- English
- Estonian
- Finnish
- French
- German
- Greek
- Hungarian
- Irish
- Italian
- Latvian
- Lithuanian
- Maltese
- Polish
- Portuguese
- Romanian
- Slovak
- Slovenian
- Spanish

Swedish

* I am giving my contribution as

- Academic/research institution
- Business association
- Company/business organisation
- Consumer organisation
- EU citizen
- Environmental organisation
- Non-EU citizen
- Non-governmental organisation (NGO)
- Public authority
- Trade union
- Other

* First name

Erika

* Surname

Clerici

* Email (this won't be published)

e.clerici@gdv.de

* Organisation name

255 character(s) maximum

Gesamtverband der Deutschen Versicherungswirtschaft e. V. (German Insurance Association)

* Organisation size

- Micro (1 to 9 employees)
- Small (10 to 49 employees)
- Medium (50 to 249 employees)
- Large (250 or more)

Transparency register number

255 character(s) maximum

Check if your organisation is on the [transparency register](#). It's a voluntary database for organisations seeking to influence EU decision-making.

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* Country of origin

Please add your country of origin, or that of your organisation.

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| <input type="radio"/> Åland Islands | <input type="radio"/> Dominica | <input type="radio"/> Liechtenstein | <input type="radio"/> Saint Pierre and Miquelon |
| <input type="radio"/> Albania | <input type="radio"/> Dominican Republic | <input type="radio"/> Lithuania | <input type="radio"/> Saint Vincent and the Grenadines |
| <input type="radio"/> Algeria | <input type="radio"/> Ecuador | <input type="radio"/> Luxembourg | <input type="radio"/> Samoa |
| <input type="radio"/> American Samoa | <input type="radio"/> Egypt | <input type="radio"/> Macau | <input type="radio"/> San Marino |
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| <input type="radio"/> Angola | <input type="radio"/> Equatorial Guinea | <input type="radio"/> Malawi | <input type="radio"/> Saudi Arabia |
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- Belgium
- Belize
- Benin
- Bermuda
- Bhutan

- Bolivia
- Bonaire Saint Eustatius and Saba
- Bosnia and Herzegovina
- Botswana
- Bouvet Island
- Brazil
- British Indian Ocean Territory
- British Virgin Islands
- Brunei
- Bulgaria

- Burkina Faso
- Burundi

- Cambodia

- Cameroon
- Canada
- Cape Verde
- Cayman Islands

- Central African Republic
- Chad

- Germany
- Ghana
- Gibraltar
- Greece
- Greenland

- Grenada
- Guadeloupe

- Guam

- Guatemala
- Guernsey
- Guinea
- Guinea-Bissau

- Guyana

- Haiti
- Heard Island and McDonald Islands

- Honduras
- Hong Kong

- Hungary

- Iceland
- India
- Indonesia
- Iran

- Iraq
- Ireland

- Montenegro
- Montserrat
- Morocco
- Mozambique
- Myanmar/Burma

- Namibia
- Nauru

- Nepal

- Netherlands
- New Caledonia
- New Zealand
- Nicaragua

- Niger

- Nigeria
- Niue

- Norfolk Island
- Northern Mariana Islands
- North Korea
- North Macedonia
- Norway
- Oman
- Pakistan

- Palau
- Palestine

- Spain
- Sri Lanka
- Sudan
- Suriname
- Svalbard and Jan Mayen
- Sweden
- Switzerland

- Syria

- Taiwan
- Tajikistan
- Tanzania
- Thailand

- The Gambia

- Timor-Leste
- Togo

- Tokelau
- Tonga

- Trinidad and Tobago
- Tunisia
- Turkey
- Turkmenistan
- Turks and Caicos Islands
- Tuvalu
- Uganda

- Chile
- China
- Christmas Island
- Clipperton
- Cocos (Keeling) Islands
- Colombia
- Comoros
- Congo
- Cook Islands
- Costa Rica
- Côte d'Ivoire
- Croatia
- Cuba
- Curaçao
- Cyprus
- Czechia
- Democratic Republic of the Congo
- Denmark
- Isle of Man
- Israel
- Italy
- Jamaica
- Japan
- Jersey
- Jordan
- Kazakhstan
- Kenya
- Kiribati
- Kosovo
- Kuwait
- Kyrgyzstan
- Laos
- Latvia
- Lebanon
- Lesotho
- Liberia
- Panama
- Papua New Guinea
- Paraguay
- Peru
- Philippines
- Pitcairn Islands
- Poland
- Portugal
- Puerto Rico
- Qatar
- Réunion
- Romania
- Russia
- Rwanda
- Saint Barthélemy
- Saint Helena
Ascension and
Tristan da Cunha
- Saint Kitts and Nevis
- Saint Lucia
- Ukraine
- United Arab Emirates
- United Kingdom
- United States
- United States
Minor Outlying
Islands
- Uruguay
- US Virgin Islands
- Uzbekistan
- Vanuatu
- Vatican City
- Venezuela
- Vietnam
- Wallis and Futuna
- Western Sahara
- Yemen
- Zambia
- Zimbabwe

The Commission will publish all contributions to this public consultation. You can choose whether you would prefer to have your details published or to remain anonymous when your contribution is published. **For the purpose of transparency, the type of respondent (for example, 'business association, 'consumer association', 'EU citizen') country of origin, organisation name and size, and its transparency register number, are always published. Your e-mail address will never be published.** Opt in to select the privacy option that best suits you. Privacy options default based on the type of respondent selected

* Contribution publication privacy settings

The Commission will publish the responses to this public consultation. You can choose whether you would like your details to be made public or to remain anonymous.

Anonymous

Only organisation details are published: The type of respondent that you responded to this consultation as, the name of the organisation on whose behalf you reply as well as its transparency number, its size, its country of origin and your contribution will be published as received. Your name will not be published. Please do not include any personal data in the contribution itself if you want to remain anonymous.

Public

Organisation details and respondent details are published: The type of respondent that you responded to this consultation as, the name of the organisation on whose behalf you reply as well as its transparency number, its size, its country of origin and your contribution will be published. Your name will also be published.

I agree with the [personal data protection provisions](#)

For companies or organisations, please indicate the main activity/ies you or your members carry out. If these activities fall into two or more of the categories listed below, please indicate all of them.

- Package organiser
- Package retailer
- Trader facilitating LTAs
- Online platforms providing information services, such as price comparison and aggregation of available offers, irrespective of whether those services are provided to consumers or to other businesses
- Online platforms facilitating bookings for stand-alone travel services and/or packages
- Carrier (provider of passenger transport services)
- Hotels, guest houses and other providers offering accommodation (with or without meals) for tourism purposes
- Car rental company
- Trader providing other tourism related services
- Insolvency protection provider, e.g. a travel guarantee fund (whether publicly or privately run), insurance company (primary insurance or re-insurance), bank etc.
- Alternative dispute resolution (ADR) body

- European Consumer Centre
- Other

I. Questions for all respondents

I.1. Market developments

1. Why do travellers choose packages instead of booking travel services separately?

- Packages save time when planning trips.
- It is easier to find all the services at one point of sale.
- It allows travellers to do trips which they would not have organised on their own, such as visiting 'exotic' places.
- The price for packages is more attractive.
- Packages offer more guarantees.
- Other reasons.

2. The PTD aimed to increase consumer protection and to ensure fairer competition through broadening the definition of packages. Did you observe any of the following trends since July 2018, the date when the PTD started applying?

- Most traders accepted their (new) role as package organisers, including for combinations of travel services which had previously not been classified as packages (or where this was unclear).
- Many traders changed their business model/booking processes in order not to be considered as package organisers.
- Many traders claim that they are not organising packages, although, in fact they do.
- Other changes observed.
- Do not know.

3. In your view, how well is the PTD adapted to market trends, including the constant expansion of sales by online booking and of bookings on mobile devices?

- very well adapted
- reasonably well adapted
- not well adapted
- Do not know

4. Have you observed any of the following changes in business practices, including in contract terms, in relation to packages after the start of the COVID-19 health crisis and during crisis?

- More possibilities for travellers to make changes to the package or to terminate the contract without paying fees.
- Organisers hesitating to offer packages.
- Other changes.

4a. Possibility to provide further comments.

1000 character(s) maximum

I.2. Definitions and scope of application

In initial feedback from stakeholders, there were comments on the scope of the PTD and the definitions, suggesting, amongst other things, that, in certain situations, it may be difficult to distinguish between packages and linked travel arrangements (LTAs).

5. The PTD defines '[package](#)' as a combination of at least two different types of travel services (e.g. transport and accommodation) for the same trip or holiday where certain criteria, indicating a close link between the services, are met. What are your views on the current definition of package?

- It should be maintained.
- It should cover more combinations of travel services.
- It should cover fewer combinations of travel services.
- It should be clarified.
- Do not know.

5a. Possibility to provide further comments.

1000 character(s) maximum

6. Do you think that, through a change in the current definitions, traders that book different travel services for the same trip or holiday for travellers, even where these services are selected jointly at one point of sale, should not be liable as organisers anymore?

- Agree, even if there is an inclusive or total price for the selected travel services.

- Agree, but not if there is an inclusive or total price for the selected travel services.
- Agree, but exclusively for packages sold face-to-face (i.e. not for online bookings).
- Agree, but exclusively for small physical travel agencies (i.e. not for large physical travel agencies and not for online bookings).
- Agree, but exclusively for online bookings in the form of a “shopping basket”.
- Agree, but only if there is clear information that, in such cases, travellers are not protected by the rules on packages.
- Disagree.

6a. Possibility to provide further comments.

1000 character(s) maximum

7. Do you consider that the definition of “click-through packages” should be maintained or changed?

Click-through packages (Article 3(2)(b)(v) of the PTD): online bookings made at different points of sale which are defined as 'packages' if the trader with whom a first contract is concluded transmits the customer's name, email address and payment details to the provider of a second travel service and the second contract is concluded within 24 hours of the first contract.

- This definition should be maintained because such ‘click-through’ bookings address a booking model that should be regulated and qualified as a package.
- This definition should be maintained, but transfer of payment details from one trader to a second trader should *not* be required in order to consider more combinations as packages.
- This definition should be repealed, as it has no or very limited practical value or is difficult to apply in practice.
- Other changes should be made to this definition.
- Do not know.

8. Currently, combinations of accommodation and tourism services other than transport or car rental are not considered as packages, i.e. are exempted from the PTD, if the value of the other tourism service(s) (e.g., massages and other spa services at a hotel) is below 25% of the overall value of the combination.

Do you think that such combinations of travel services should be exempted from the PTD even if the value of the other tourism services is higher than 25% of the total price?

- Yes, they should be exempted.
- No, they should not be exempted.
- No, they should not be exempted, but the rules should be amended otherwise.
- Do not know.

8a. Possibility to provide further comments.

1000 character(s) maximum

9. Would you like to propose any other changes to the definitions of ‘traveller’, ‘travel service’, ‘package’ or the scope of the PTD? If so, please explain.

1000 character(s) maximum

I.3. Cancellations, liquidity and reimbursements

The Package Travel Directive (PTD) allows travellers to terminate the package travel contract at any time before the start of the package and receive a refund of any payments made minus an appropriate termination fee. In addition, travellers (and organisers) have the right to terminate the package travel contract where its performance is significantly affected by ‘unavoidable and extraordinary circumstances’ ([Article 12\(2\)](#), [Article 12\(3\)](#) and [Article 3\(12\)](#) PTD). In such cases, travellers are entitled to *a full refund of their pre-payments within 14 days without any termination fee*.

The COVID-19 pandemic led to mass cancellations of trips, but often travellers received refunds much later or had to accept vouchers instead of refunds. Organisers invoked liquidity problems caused by the COVID-19 pandemic and that they were unable to reimburse travellers because they had not received refunds from service providers, such as airlines. Furthermore, there were sometimes disagreements between organisers and travellers on whether a cancellation was justified.

There are no provisions in the PTD on the possibility to offer vouchers and their characteristics and, consequently, no requirement to provide insolvency protection for vouchers. In its [Recommendation \(EU\) 2020/648](#) of 13 May 2020, the Commission developed principles to make vouchers more attractive for travellers, e.g. by providing insolvency protection for them.

10. Do you support any of the following statements on cancellation rights for packages?

- The current rules on cancellation rights are sufficiently clear.
- The current rules on cancellation rights could be better explained through non-binding guidance.
- The current rules on cancellation rights are not sufficiently clear and should be amended.
- Do not know.

11. Should the PTD specifically regulate the consequences of 'official travel warnings', e.g. their legal value in connection with cancellations because of unavoidable and extraordinary circumstances?

- Yes
- No
- Other views

11a. Possibility to provide further comments.

1000 character(s) maximum

12. Should the PTD specify that organisers may issue vouchers instead of a refund within 14 days provided that (a) travellers agree, (b) that there is a guarantee that travellers will receive their money back if the voucher is not used within its validity period, and (c) that vouchers have to be protected against the insolvency of the issuer?

- Yes.
- No.
- Do not know.

13. According to the PTD, travellers have to be informed about the identity of *the organiser* of the package. If the contract is terminated, the organiser is obliged to refund any pre-payments to travellers. Where a package is sold via a retailer, some Member States provide that retailers are responsible for refunds as well. However, in practice, travellers may not always understand the role of different traders and which trader is responsible for a refund. Which of the following statements do you support?

- The current rules are clear enough and do not need to be amended.
- Both organisers and retailers should be legally liable for refunds in all Member States.
- Traders should be obliged to inform travellers clearly which trader is acting as an organiser, retailer or service provider in connection with a package and about their obligations towards travellers.
- Do not know.

14. Under the PTD, where a package travel contract is terminated by the organiser or the traveller, organisers, and not the individual service providers, must reimburse

package travellers, since organisers are responsible for packages as a whole and since travellers may not know the price of individual services. Following the same logic, the [Air Passenger Rights Regulation \(EC\) No 261/2004](#), confirms that, where a flight is part of a package which is not carried out, the organiser and not the air carrier is responsible for reimbursing travellers. At the same time, some organisers claim that it is difficult for them to reimburse package travellers if they do not receive refunds from service providers. In this context, which of the following statements do you support, if any?

- No change should be made to the current rules.
- Package travellers should obtain a direct right to a refund against service providers, such as airlines or hotels. Service providers should be able to refuse the refund if they have already paid the refund to the organiser.
- Organisers should have the right to a refund against service providers, such as airlines or hotels, within a specific deadline, to enable them to reimburse travellers.
- Organisers should have the right to a refund against service providers, such as airlines or hotels, within a specific deadline, to enable them to reimburse travellers, but only where the services concerned have been cancelled by the service providers.
- Other changes should be made.

15. Currently, where package travel contracts are terminated because of unavoidable and extraordinary circumstances, the period for refunds is 14 days from the termination of the contract. This period is consistent with other EU consumer protection acts. By contrast, refund periods for stand-alone tickets cancelled by the transport service provider vary between seven days and one month, depending on the means of transport. Which of the following statements do you support, if any?

- The current 14-day period in the PTD should be maintained for all packages.
- The refund period for packages should depend on the means of transport included in a package and correspond to the periods applicable to stand-alone tickets in relation to the relevant means of transport.
- Neither of the two statements above.

I.4. Insolvency protection, pre-payments and preparation for a liquidity crisis

The PTD leaves it to Member States to determine the details of their insolvency protection systems, including the choice of a public or a private travel guarantee fund(s) or a system based on insurance policies or bank guarantees. However, the PTD includes criteria for the effectiveness of the national

systems, and, during the transposition of the PTD, the Commission had regular exchanges with the Member States on how to ensure effective insolvency protection.

Following the Thomas Cook insolvency in 2019 and in the context of the COVID-19 pandemic, questions about potential gaps in some national insolvency protection systems and the availability of insurance solutions have appeared. Furthermore, initial feedback from stakeholders suggests that unlimited guarantees may not always be realistic.

Therefore, further harmonisation, additional mechanisms and/or restrictions on pre-payments, as well as ways to ensure refunds in a liquidity crisis, may be explored.

16. In your view, are the insolvency protection standards for organisers (and, where applicable, retailers) considerably lower in some Member States as compared to other ones?

- Yes
- No
- Do not know

17. In your view, do the remaining differences between the national insolvency protection systems have any of the following consequences?

- Insufficient protection of travellers in some Member States.
- Unfair competition within the internal market.
- They can influence the decision of companies where to conduct their business or where to organise their insolvency protection.
- Other consequences.
- Do not know.

17a. Possibility to provide further comments.

1000 character(s) maximum

18. Concerning the effectiveness and robustness of national insolvency protection systems, which of the following suggestions do you support?

- The current rules of the PTD are appropriate and should not be changed.
- The Commission should enforce the rules better in relation to the Member States.
- The national insolvency protection systems should be further harmonised.
- A back-up system (e.g. a fund) at EU-level should be created as a safety net for cases where the insolvency protection of an organiser is insufficient to cover all refunds and repatriations, even if there is no general crisis.
-

Other suggestions.

19. Currently, the PTD requires organisers to obtain security for the refund of all payments from travellers 'where the relevant services are not performed as a consequence of the organiser's insolvency'. This protection does not necessarily cover refund rights or vouchers issued before an organiser becomes insolvent.

With which of the following statements do you agree?

- Refund rights against an organiser should be protected in case of insolvency.
- Vouchers issued by organisers should be protected in case of insolvency.
- Claims for price reduction or compensation for improper performance existing before an organiser becomes insolvent should be protected in case of insolvency.
- None of the above. The existing insolvency protection is sufficient. An extension of the protection would imply excessive costs.

20. Do you see any other possibilities to improve the effectiveness, efficiency and sustainability of insolvency protection under the PTD? If so, please explain.

1000 character(s) maximum

21. In your experience, to what extent do protection mechanism through payment systems, for instance credit cards (charge backs) and systems such as PayPal, contribute to protecting payments from package travellers where contracts are terminated or where an organiser becomes insolvent?

- Large contribution
- Moderate contribution
- Works only in specific situations.
- Depends on the Member State concerned.

21a. Possibility to provide further comments.

1000 character(s) maximum

22. Restrictions on pre-payments for packages and LTAs before the performance of the service could reduce the need for insolvency protection and problems related to refunds. At the same time, they may increase costs for travellers. Which of the following statements do you support?

- Pre-payments for packages and LTAs should be prohibited completely.
- Pre-payments for packages and LTAs should be limited to a maximum of 20% at the time of booking. The rest would be paid shortly before departure (e.g. 3 days in advance).
- Pre-payments for packages and LTAs should be limited to 50% and to be paid at the earliest one month before departure. The rest would be paid shortly before departure (e.g. 3 days in advance).
- Package organisers should give travellers the option of deferring payment until shortly before departure.
- Other restrictions should be introduced.
- There should be no prohibitions or limitations of prepayments for packages.
- Do not know.

22a. Possibility to provide further comments.

1000 character(s) maximum

Limitation of pre-payments is an appropriate means to facilitate the insurability of travel organisers. Limitation of pre-payments also limits the exposure of travellers. Therefore pre-payments should be generally restricted to an amount which is legally justified.

22b. Do you agree that pre-payments for packages should be prohibited only if other travel service providers, including airlines and other carriers, are subject to similar restrictions?

- Yes
- No

23. Do you support the idea of *a crisis fund*, to ensure that organisers have enough liquidity to be able to grant timely refunds for package travellers in case of mass cancellations due to unavoidable and extraordinary circumstances?

- Yes. The PTD should require the Member States to create national crisis funds.
- Yes. A crisis fund should be created at EU-level.
- Other ideas to address a liquidity crisis .
- No such fund is necessary. The existing rules in the PTD, plus ad hoc State aid measures by the Member States, are sufficient.
- No. The costs to travellers of such a fund would outweigh the possible benefits.

23a. Possibility to provide further comments.

1000 character(s) maximum

24. If a national or an EU crisis fund to ensure timely refunds for package travellers were to be created, who should contribute to it?

- Organisers (and, where appropriate, retailers) through regular contributions.
- All package travellers with a mandatory contribution per package.
- Providers of travel services (e.g. transport and accommodation) forming part of a package, insofar as they receive pre-payments.
- Intermediaries, including online platforms, insofar as they receive pre-payments for a package.
- Traders established in non-EU/EEA Member States offering packages in the EU/EEA, based on relevant EU/EEA turnover or turnover in the relevant Member State(s).
- Each Member State through financing with public funds, in full or in part.
- The Member States jointly via an EU fund.
- Other parties.

24a. Possibility to provide further comments.

1000 character(s) maximum

From our point of view, the idea of a national or an EU crisis fund is inappropriate.

25. If an organiser becomes insolvent during the trip or holiday, the PTD guarantees the repatriation of travellers. In addition, the PTD states that 'continuation of the package may be offered'. Should the PTD refer to continuation of the holiday as standard solution, so that repatriation before the planned end of the holiday should take place only where continuation is impossible or very difficult?

- Yes.
- No. The PTD provides sufficient flexibility for appropriate solutions.

1.5. Linked Travel Arrangements (LTAs)

LTAs were created as a category between packages and stand-alone travel services. There are two types of LTAs defined in [Article 3\(5\)\(a\) and \(b\)](#), relating to different booking scenarios. (See this [flowchart](#) for more information.)

In contrast to packages, no trader is responsible for the performance of the trip or holiday as a whole and most rights applicable to packages do not apply. Travellers benefit from insolvency protection ([Article 19\(1\)](#)) if the trader facilitating the LTA receives pre-payments from travellers (which is not always the case) and for as long as that trader has not forwarded the money to a service provider. Repatriation is included if the trader facilitating the LTA is a carrier.

In relation to potential LTAs, travellers must be informed through compulsory forms in [Annex II](#) to the PTD that the rules on packages do not apply but that their payments to the trader facilitating the LTA will benefit from insolvency protection.

According to initial feedback, there are concerns that the rules on LTAs may be too complex, difficult to enforce and confusing for travellers.

Both types of LTA are considered separately in the questions below, except for the last question.

26. According to [Article 3\(5\)\(a\)](#) of the PTD, there is a 'linked travel arrangement' (LTA) if the traveller books different types of travel services on the occasion of a single visit or contact with a point of sale (e.g. a travel agency or an online booking site) but selects and pays for the services separately (e.g. first for a flight and then hotel accommodation, or vice versa). Do you think that the provisions on this type of LTA have improved the protection for travellers, while contributing to fair competition?

- Yes, they have.
- No, they have not. (Possible reasons can be indicated in the next question.)

26a. If you have chosen 'No' in the previous question, what are the reasons?

- Travellers do not benefit from the protection for packages and will often not benefit from insolvency protection either or would find it difficult to invoke it in practice.
- Traders may use LTAs to avoid the liability of package organisers.
- The distinction of whether the services were selected jointly (package) or separately (LTA) is difficult to verify for travellers and enforcement authorities.
- Travellers find it difficult to understand what kind of protection they can expect and whether they will benefit from insolvency protection.
- Other reasons.

27. Should any changes be made to the rules on LTAs as defined in [Article 3\(5\)\(a\)](#) of the PTD?

- No changes are necessary, since the current rules are sufficiently clear and effective.
- There should be a definition or official guidance on the criterion 'single visit or contact', to better distinguish LTAs from mere stand-alone services.
- In the information forms ([Annex II](#), Parts A, B and C), travellers should be informed about insolvency protection before concluding the contract only in cases where they will actually benefit from such protection, in order to avoid false expectations.
-

Where travellers benefit from insolvency protection, they should receive confirmation on this protection and its limits after the conclusion of the contract (currently such information is not compulsory), so that they can invoke it, if necessary.

- This type of LTA should be abandoned and be replaced with simpler rules (Please see Q30 below.)
- This type of LTA should be abandoned without any substitute rules.
- Other changes.
- Do not know.

28. Under [Article 3\(5\)\(b\)](#) of the PTD, there is a 'linked travel arrangement' (LTA) where, after the traveller booked a travel service with one trader, that trader (e.g. a carrier) facilitates in a targeted manner the booking of at least one additional travel service from another trader, and if an additional booking occurs within 24 hours after the confirmation of the first booking. In contrast to [Article 3\(5\)\(a\)](#) PTD, bookings are made at two or more points of sale (e.g. websites).

According to initial feedback from stakeholders, this LTA-model is rarely used in practice as it is often not clear when the facilitation is considered as 'targeted' and since traders facilitating such LTAs often do not receive information from other traders that a second booking was made within 24 hours. In addition, travellers often have no evidence showing that an LTA was formed and whether they are entitled to insolvency protection.

Do you think that the provisions on this type of LTA ([Article 3\(5\)\(b\)](#) PTD) have improved the protection for travellers, while contributing to fair competition?

- Yes, they have.
- No, they have not. (Possible reasons can be indicated in the next question.)

28a. If you have chosen 'No' in the previous question, what are the reasons?

- Travellers do not benefit from the protection for packages. They will often not benefit from insolvency protection either or would find it difficult to invoke it in practice.
- It is often not clear whether the booking of a second travel service was facilitated in a targeted manner.
- It is often not clear to traders facilitating a potential LTA whether the relevant traveller made a booking with a second trader within 24 hours.
- Travellers find it difficult to understand what kind of protection they can expect and whether they will benefit from insolvency protection.

- Traders may use LTAs to avoid the liability of package organisers.
- Other reasons.

29. Should any changes be made to the rules regarding LTAs as defined in [Article 3 \(5\)\(b\)](#) of the PTD?

- No changes are necessary, since the current rules are sufficiently clear and effective.
- A definition or official guidance should be provided on how to interpret the criterion 'facilitates in a targeted manner'.
- The obligation for traders with whom a traveller makes a second booking within 24 hours to inform the trader facilitating an LTA about the second booking should be enforced.
- Traders should be obliged to confirm to travellers that an LTA has been formed if there is insolvency protection, so that travellers can invoke this right, if necessary.
- This type of LTA should be abandoned and be replaced with simpler rules (Please see Q30 below.)
- This type of LTA should be abandoned without any substitute rules.
- Other changes.
- Do not know.

30. If in Q27 and/or Q29 you indicated that the LTA concept under Article 3(5)(a) and/or (b) should be abandoned and/or be replaced with simpler rules, which aspects would you consider important in this context?

- Whether, as under the current rules, traders remain obliged to inform travellers that further bookings will not lead to the creation of a package (so that travellers can make an informed choice).
- Whether general pre-contractual information requirements exist for all traders assisting in the booking of travel services (e.g. an obligation to identify the liable party and specify who receives the traveller's payments).
- Whether transport providers (e.g. airlines) will become obliged to take out insolvency protection, independently of whether they facilitate the booking of LTAs (The Commission is assessing options for adequate financial protection of passengers against the risk of a liquidity crisis or an insolvency regarding the reimbursement of tickets and, if needed, repatriation, in connection with its Smart and Sustainable Mobility Strategy).
-

Whether all traders assisting in the booking of travel services and receiving pre-payments become obliged to obtain insolvency protection.

- Other factors.
- Do not know.

30a. Possibility to provide further comments.

1000 character(s) maximum

I.6. Other questions

31. Should the PTD be amended with the aim to reduce the environmental impacts of travel and tourism?

- No new rules are necessary in the PTD. Environmental impacts of travel and tourism should be addressed in sector-specific legislation, e.g. on transport.
- The PTD should oblige traders to inform travellers about the environmental footprint of packages before booking.
- There should be information on the environmental footprint of packages (as in the previous option). In addition, the PTD should help reduce the environmental impacts of travel and tourism also in other ways.

32. Should there be EU rules on professional liability insurance for package organisers, covering, for instance, compensation claims and the risk of having to replace travel service providers?

- Yes
- No

33. Do you see any other aspects not mentioned above which should be regulated in the PTD to enhance consumer protection and/or the functioning of the internal market? Please explain.

1000 character(s) maximum

34. The PTD requires Member States to have adequate and effective means to ensure compliance and to ensure that penalties must be effective, proportionate and dissuasive ([Articles 24 and 25](#)), but contains no further details. Other consumer protection directives[1] oblige Member States to lay down specific rules on penalties, including fines for [widespread cross-border infringements](#) with a

maximum amount of at least 4% of the trader's annual turnover in the Member State (s) concerned.

What should be done to improve the enforcement of the PTD in all Member States?

[1] See Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13 /EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules, OJ L 328, 18.12.2019, p. 7

- There is no need for additional provisions on enforcement and fines in the PTD.
- There should be specific rules on penalties also for infringements of national provisions transposing the PTD.
- There should be fines for widespread cross-border infringements with a maximum amount of at least 4% of the trader's annual turnover in the Member State(s) concerned.
- Other measures should be taken to improve the enforcement of the PTD.

II. ADDITIONAL QUESTIONS FOR INDIVIDUALS USING TRAVEL SERVICES

35. Since the COVID-19 outbreak in February/March 2020 and in the context of the COVID-19 health crisis, what were the main problems you faced before the start of or during a package tour, if any?

- It was difficult to contact/communicate with the organiser/retailer as the organiser/retailer did not reply to e-mails or phone calls or the office was closed.
- The great disparity of the official travel advice and health-related decisions and their rapid change in my country, the destination country or transit countries.
- When I wanted to terminate my package travel contract and ask for a refund, the organiser/retailer stated that the cancellation right because of unavoidable and extraordinary circumstances does not apply to the COVID-19 pandemic.
- Organiser/retailers stated that the cancellation right because of unavoidable and extraordinary circumstances does not apply in relation to travel restrictions or health protection measures, such as quarantine, at the place of origin.

- The organiser/retailer accepted the cancellation only where there was a travel warning advising against the trip.
- The organiser/retailer imposed cancellation fees although I had cancelled the contract due to unavoidable and extraordinary circumstances.
- It was difficult/not possible to obtain a refund from organisers/retailers.
- The organiser referred me to the retailer through whom I had bought the package, but the retailer sent me back to the organiser, or vice versa.
- I was given a voucher/credit note although I would have preferred a refund.
- Other problems.
- No problems.

35a. Possibility to provide further comments.

1000 character(s) maximum

36. Since February 2020, did you receive a full refund after the contract was terminated because of unavoidable and extraordinary circumstances?

- Yes, I received a full refund within 14 days or with a short delay (within one month).
- I received a refund without complaining but had to wait longer than a month.
- I received a refund after filing a complaint to a consumer organisation/ADR body/ECC/public authority/court/Ombudsman/other.
- I was given a voucher of the same value instead of a refund and used it for an alternative trip or received my money back in the end.
- I was given a voucher of the same value but have not used it for an alternative trip until the expiration date and I am still waiting for my money.
- I was given a voucher of the same value but have not used it for an alternative trip until the expiration date, when the trader did not refund any money and stated that it has no further obligations towards me.
- I did not receive any money or received it with considerable delay since the organiser and the retailer could not agree who was responsible for the refund.
- Other experience.

36a. Possibility to provide further comments.

1000 character(s) maximum

III. ADDITIONAL QUESTIONS FOR CONSUMER ORGANISATIONS AND PUBLIC AUTHORITIES

37. In your experience, to what extent do traders comply with the obligation to provide one of the standard information forms contained in [Annex I](#) to the PTD when they are offering packages as defined in [Article 3\(2\)](#) PTD?

- High degree of compliance
- Moderate degree of compliance
- Low degree of compliance

38. In relation to LTAs as defined in [Article 3\(5\)\(a\)](#) (single point of sale), do traders generally comply with the information requirements for potential LTAs under [Article 19\(2\)](#) and [Annex II](#) (Parts A, B and C) to the PTD?

- High degree of compliance
- Moderate degree of compliance
- Low degree of compliance

39. In relation to LTAs as defined in [Article 3\(5\)\(b\)](#) (facilitation in a targeted manner), do traders generally comply with the information requirements for potential LTAs under [Article 19\(2\)](#) and [Annex II](#) (Parts D and E) to the PTD?

- High degree of compliance
- Moderate degree of compliance
- Low degree of compliance

40. What specific problems have you observed in practice with respect to the mandatory information forms for LTAs ([Annex II](#), Parts A-E), if any?

- Traders provide one of the forms from Annex II although they are offering a package and should be using one of the forms in Annex I.
- Traders do not provide any of the information forms in Annex II, because they consider that there is no potential LTA (i.e. they are selling mere stand-alone services).
- Travellers do not understand the information forms contained in Annex II.
- Other problems.
- No problems.

41. Since the COVID-19 outbreak in February/March 2020 and in the context of the COVID-19 health crisis, what were the main problems that package travellers faced before the start of or during a package tour, if any?

- It was difficult to contact/communicate with the organiser/retailer as the organiser/retailer did not reply to e-mails or phone calls or the office was closed.
- The great disparity of the official travel advice and health-related decisions and their rapid change in the home country, the destination country or transit countries.
- When travellers wanted to terminate the package travel contract and ask for a refund, organisers/retailers stated that the cancellation right because of unavoidable and extraordinary circumstances does not apply to the COVID-19 pandemic.
- Organiser/retailers stated that the cancellation right because of unavoidable and extraordinary circumstances does not apply in relation to travel restrictions or health protection measures, such as quarantine, at the place of origin.
- The organiser/retailer accepted the cancellation only where there was a travel warning advising against the trip.
- The organiser/retailer imposed cancellation fees although travellers had cancelled the contract due to unavoidable and extraordinary circumstances.
- It was difficult /not possible for travellers to obtain refunds from organisers /retailers.
- The organiser referred travellers to the retailer through whom they had bought the package, but the retailer sent them back to the organiser, or vice versa.
- Travellers were given a voucher/credit note, although they would have preferred a refund.
- Other problems.
- No problems.

42. Have there been a significant number of bankruptcies of organisers and/or retailers since February 2020?

- Yes
- No
- Do not know

43. Where travellers terminated the contract on grounds of unavoidable and extraordinary circumstances significantly affecting the performance of the package, how often did organisers accept the justification and did not request a termination fee?

- Often
- Rarely
- Do not know

44. When organisers or travellers terminated a package travel contract because of unavoidable and extraordinary circumstances since February 2020, what happened frequently with regard to refunds?

- Travellers received a full refund within 14 days or with a short delay (within a month).
- Travellers received a refund but had to wait longer than a month.
- Travellers received a refund only after filing a complaint to a consumer organisation/ADR body/ECC/public authority/court/Ombudsman/other.
- Travellers received vouchers of the same value instead of refunds and used them for alternative trips or received their money back in the end.
- Travellers received vouchers of the same value but have not used them for alternative trips until the expiration date and are still waiting for their money.
- Travellers received vouchers of the same value but have not used them for alternative trips until the expiration date, when the trader did not refund any money and stated that it has no further obligations towards the travellers.
- Travellers did not receive any money or received it with considerable delay since the organiser and the retailer could not agree who of them was responsible for the refund.
- Many travellers are still waiting for their money.
- Other situations

IV. ADDITIONAL QUESTIONS FOR PUBLIC AUTHORITIES

45. What were the most common enforcement problems related to the application of the PTD in the period 2018 – 2019?

1000 character(s) maximum

46. What were the most common enforcement problems related to the application of the PTD since February 2020?

1000 character(s) maximum

47. Do specific problems relate to specific types of traders (e.g. tour operators, online or offline travel agencies, transport providers etc.)? Please explain.

1000 character(s) maximum

48. Were there specific enforcement problems regarding organisers established outside the EEA? If yes, please explain.

1000 character(s) maximum

49. What measures did you take to make sure that travellers receive refunds for cancelled packages a) in connection with the Thomas Cook insolvency and b) in connection with COVID-19?

1000 character(s) maximum

50. What was the value of State aid schemes your government set up to ensure that travellers receive refunds for cancelled packages a) in connection with the Thomas Cook insolvency and b) in connection with COVID-19?

1000 character(s) maximum

51. Do the national authorities responsible for the enforcement of rights under the PTD and under the passenger rights regulations cooperate with each other in order to ensure effective enforcement of both instruments? Please explain.

1000 character(s) maximum

V. ADDITIONAL QUESTIONS FOR BUSINESSES AND THEIR ORGANISATIONS

52. According to data available to you or your best estimates, how has the share of packages (including ready-made *and* customised packages) evolved in the overall EU market for travel services since 2018 in terms of the number of trips sold as compared to the time before 2018? If you cannot answer this question for the whole EU, please answer it with regard to the national markets you know.

- The share of packages amongst all travel services has remained stable.
- The share of packages amongst all travel services has increased.
- The share of packages amongst all travel services has decreased independently of the COVID-19 health crisis.
- The share of packages amongst all travel services has decreased mainly because of the COVID-19 health crisis.
- Do not know.

53. **For organizers / retailers:** Please indicate whether you or your members sell packages in or from different Member States and whether there are any differences in the way in which you/your members operate in different Member States, and, if so, what is the reason?

- We/our members sell packages in or from one Member State only.
- We/some of our members sell packages in or from more than one Member State.
- There is no significant difference in the mode of operations in different Member States.
- We/our members operate as package organiser in one or more Member States and as retailer in one or more other Member States due to remaining differences in the national rules transposing the PTD.
- We/our members operate as package organiser in one or more Member States and as retailer in one or more other Member States due to differences in national law not related to package travel.
- We/our members operate as package organiser in one or more Member States, and as retailer in one or more other Member States for other reasons.
- We/our members operate as package organiser in one or more Member States, and as trader(s) facilitating LTAs in one or more other Member States because of differences in the national rules transposing the PTD.
- We/our members operate as package organisers in one or more Member States, and as traders facilitating LTAs in other Member States for other reasons.

53a. Possibility to provide further comments.

1000 character(s) maximum

54. How could insolvency protection be made more cost-efficient? Please explain.

1000 character(s) maximum

55. How often do you or your members use the mutual recognition mechanism for insolvency protection set out in the PTD?

- Often
- Rarely
- Never
- Do not know

56. Have you or your members faced problems with the mechanisms for mutual recognition of insolvency protection?

- Yes
- No

57. To what extent have there been bankruptcies of organisers and/or retailers since February 2020?

1000 character(s) maximum

58. **For organisers:** How strong is the influence of the following factors in determining your policy/the policy of your members on pre-payments you request from travellers?

	Strong	Moderate	Weak	Do not know
Limitations on pre-payments in national law or case law	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs for insolvency protection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Possibility to offer more attractive/competitive packages	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pre-payments required by carriers, e.g. airlines	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pre-payments required for accommodation, e.g. by hotels	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other factors



59. **For retailers:** How strong is the influence of following factors in determining your policy/the policy of your members on pre-payments you request from travellers?

	Strong	Moderate	Weak	Do not know
Limitations on pre-payments in national law or case law	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs for insolvency protection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pre-payment policy of the organiser	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Our own policy/the policy of our members	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other factors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

60. **For retailers:** How often do you or your members sell packages organised by organisers based in other EU or EEA Member States?

- Not at all
- Rarely
- Often

61. **For retailers:** How often do you or your members sell packages organised by organisers based outside of the EU/EEA?

- Not at all
- Rarely
- Often

62. **For retailers:** Under the PTD, if retailers market packages organised by an organiser from outside of the EU/EEA, retailers are fully liable for the performance of packages and have to obtain insolvency protection if the organiser does not meet these obligations. This applies even if retailers are generally not liable and responsible for insolvency protection under the relevant national law. Has this provision led to any problems in practice?

- Yes
- No

63. For traders facilitating LTAs/providers of insolvency protection: Are you /businesses aware of the volume of pre-payments stemming from the facilitation of LTAs as referred to in [Article 3\(5\)\(a\)](#) PTD and, where applicable, the cover needed for repatriations, for which you/they require insolvency protection?

- We/they have a clear idea of this volume.
- We/they have only a rough idea of this volume.
- We/they consider that there is no obligation for us/them to arrange insolvency protection since we/they do not receive pre-payments.

63a. Possibility to provide further comments.

1000 character(s) maximum

64. For traders facilitating LTAs/providers of insolvency protection: Are you /are businesses aware of the volume of pre-payments stemming from the facilitation of LTAs as referred to in [Article 3\(5\)\(b\)](#) PTD and, where applicable, the cover needed for repatriations, for which you/they require insolvency protection?

- We/they have a clear idea of this volume.
- We/they have only a rough idea of this volume.
- We/they consider that there is no obligation for us/them to arrange insolvency protection since we/they do not receive pre-payments.

64a. Possibility to provide further comments.

1000 character(s) maximum

VI. ADDITIONAL QUESTIONS FOR PROVIDERS OF INSOLVENCY PROTECTION

65. Since July 2018, have you noticed an increase of the amounts paid for insolvency protection (e.g. higher volume of contributions to guarantee funds, additional insurance contracts or extension of existing contracts etc.) due to the broader definition of packages or the new insolvency protection obligation for some LTAs?

- Yes. Significant increase due to the broader definition of packages.
- Yes. Significant increase due to the introduction of LTAs.
-

Yes. Significant increase due to both the broader definition of packages and the introduction of LTAs.

- Yes. Significant increase, but not clear whether this is due to the broader definition of packages or the introduction of LTAs.
- No significant increase.

65a. Possibility to provide further comments.

1000 character(s) maximum

The introduction of LTAs has led to an extension of the number of companies that have to protect themselves against the risk of insolvency. The increase cannot be quantified yet.

66. Please describe the effect of the Thomas Cook insolvency on providers of insolvency protection.

1000 character(s) maximum

The Thomas Cook insolvency has led to new legislative requirements for insolvency protection in Germany which came in force in November 2021.

67. Please describe the effect of the COVID-19 health crisis on insolvency protection for packages, including cover to be provided (including for cancellation refunds and vouchers), costs, the number of insolvencies and other challenges.

1000 character(s) maximum

The COVID-19 pandemic has led to considerable economic problems for package travel operators. These economic problems persist. They dramatically increase the risk of insolvency and consequently make insolvency protection more difficult. In Germany, also this development has led to a further reduction of insurers offering insolvency protection.

The scope of insurance cover against pandemic risks varies in the typical travel insurance lines (luggage, cancel, interruption, health). The market is developing dynamically and offers additional packages depending on the desired cover. This also applies to the question of whether the risks of the pandemic are insured. Regardless of this, unexpected serious illnesses, for example a broken leg, are of course insured - even during the pandemic. It should also be noted when insuring against pandemic risks that the package traveler is already protected by the PTD.

68. How would you assess the impact on the existing insolvency protection systems if refund rights (existing before the insolvency of an organiser/retailer) and vouchers had to be covered permanently by insolvency protection?

1000 character(s) maximum

Insolvency protection should not be extended to refunds and vouchers. The PTD rules on insolvency are fit for purpose and ensure an appropriate level of coverage.

69. What rules could be added to the PTD to make the insolvency protection systems more effective, efficient and sustainable?

1000 character(s) maximum

In the view of travel insolvency insurers (surety insurers), neither a change to the PTD, nor an extension on its scope is currently required.

70. Would an EU-Fund (privately and/or publicly funded), as a support mechanism for the national insolvency protection systems, be a good idea, and, if so, under what conditions, and how should the contributions to it be organised?

1000 character(s) maximum

No, there is no need for an EU support mechanism. The current insolvency protection system works well in practice.

You can upload a policy paper or other supporting documents if you wish.

Only files of the type pdf,txt,doc,docx,odt,rtf are allowed

Contact

JUST-E2@ec.europa.eu