

## COMPARATIVE ANALYSIS OF PARLIAMENT'S FIRST READING REPORT ON PTD REVISION

Below is an analysis of the key elements of the PTD report ahead of its expected adoption during the European Parliament's plenary vote in September. The document compares the Parliament's position with the Council's general approach adopted on 18 December 2024 and outlines ECTAA's likely or preferred position on each point.

| <b>Exclusion of business travel:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |
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| <b>European Parliament</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>European Council</b>   |
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| <p><i>Article 2</i></p> <p><b>Scope</b></p> <p>(2) This Directive does not apply to:</p> <p>(a) packages and <del>linked travel arrangements</del> purchased <del>on the basis of a general agreement</del> for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.</p> <p>3. This Directive does not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive.</p> | <p><i>No Changes:</i></p> |
| <b>ECTAA's Comment:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |



THE EUROPEAN TRAVEL AGENTS'  
AND TOUR OPERATORS' ASSOCIATIONS

**ECTAA supports the Parliament's amendment fully excluding Business travel.**

The original intent of the Package Travel Directive (PTD) was to protect consumers, with recitals noting that small businesses booking travel like ordinary consumers might also deserve protection. However, the scope in Article 2 was drafted in a way that unintentionally captures a “middle category” of business travel — cases that are neither individual consumer bookings nor large corporate framework agreements. This misalignment means that small travel organizers, handling business trips outside of general agreements, unfairly carry all the legal and financial risk.

To correct this, the PTD should not only align with its recitals but also avoid imposing consumer-style protection rules on professional, business-to-business arrangements. The most effective solution is to exclude all business travel from the scope of the PTD. Genuine consumers, including small business travellers booking as individuals, remain protected. At the same time, corporate clients would no longer be able to shift disproportionate risk onto smaller travel organizers through technical gaps in the directive.

## Definitions

### Article 3

#### Definitions

2) ‘package’ means a combination of at least two different types of travel services **as defined in point 1** for the purpose of the same trip or holiday, if:

- (i) irrespective of whether separate contracts are concluded with individual travel service providers, **and:**

**those services are** purchased from a single point of sale and

~~– have been selected before the traveller agrees to pay, (or~~

#### 3h package

| EP                                                                                                                                   | Council                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <del>- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service</del> | <del>- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service</del> |

#### ECTAA’s Comment:

ECTAA welcomes the support from both Council and Parliament to delete references to “3h package”.

#### 24h Package

| EP                                                                                                                                                                                                                                                                                                                                      | Council                                                                                                                                                                                                                                                                                                                  |
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| - 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 a first travel service, the trader actively invited the traveller to subsequently book select one or more additional types of travel services at the same | <del>– 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</del> |

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| point of sale within 24hours of agreeing to pay for the first service, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>ECTAA's comments:</b><br><br><b>ECTAA fully supports the Council's position to delete the new definition of a package composed within 24 hours and calls on the European Parliament to consider its deletion during the trilogue negotiations.</b><br><br>Provisions on packages concluded within 24 hours are impossible to comply with. They are incompatible with the obligation, under the PTD itself, to provide accurate pre-contractual information. At the time of booking, it is impossible to know what additional services may later be added. Furthermore, altering the contract terms of the first service after its sale would create confusion and unnecessary burdens for consumers. |  |

| Linked travel Arrangements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Council |
| <p>(5) 'linked travel arrangement' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:</p> <p>(a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or</p> <p>(b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</p> <p>Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.</p> |         |
| <b>ECTAA's Comments:</b><br><br>Both the European Parliament and the Council have removed the definition of LTA, a change welcomed by ECTAA. The key difference between their positions concerns whether combinations that do not fall within the scope of the package definition should be subject to an information obligation, specifically clarifying that such a combination is not a package (see section on information obligations below). On this point, ECTAA supports the Council's approach, which requires imposing an information obligation in these cases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         |

## INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

### *Article 5*

#### **Pre-contractual information**

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

- (a) the main characteristics of the travel services:
- (b)

| Information on LTA |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EP                 | Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| (New)              | <p><b>(ba) the following paragraph is inserted:</b></p> <p><b>‘2a. Subject to Article 23, in online booking situations that do not lead to the creation of a package within the meaning of Article 3, point (2) but where a trader invites a traveller to conclude, after the conclusion of a first contract, an additional contract on a different type of travel service for the same trip or holiday, the first trader shall inform the traveller, when making such invitation, by a clearly visible notice, that the relevant travel services will not constitute a package. That notice shall be stated in a clear, comprehensible and prominent manner that the traveller will not benefit from any of the rights applying exclusively to</b></p> |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | packages under this Directive and that each trader will be solely responsible for the proper contractual performance of its service.' |
| <p><b>ECTAA's Comment:</b></p> <p>See position on LTA.</p> <p><b>ECTAA supports the Council's proposal to require clear and prominent labelling</b> for travel service combinations that do not qualify as packages. This will help ensure that consumers understand they are not purchasing a package.</p> <p>Such labelling will not only better inform consumers about the nature of the combination they are buying, but may also encourage them to learn more about what constitutes a package and the stronger protection packages provide under EU law.</p> |                                                                                                                                       |

| Free of charge phone number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Council                                                                                                                                                                        |
| (c) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their <b>free of charge</b> telephone number and, <del>where applicable,</del> <b>functional</b> e-mail address;                                                                                                                                                                                                                                                                                                                                                                                                                                       | d) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address. |
| <p><b>ECTAA Comment:</b></p> <p>The European Parliament's amendment requiring a "free of charge" telephone number is vague and could be interpreted widely in ways that could impede traders' freedom to conduct business at precontractual stage. Moreover, when in contract with a consumer, the package organisers should not be obliged to cover travellers' standard phone charges, particularly when calling from abroad. That additional cost would have a strong negative impact on organisers' finances, in particular SMEs.</p> <p><b>To avoid any misinterpretation, ECTAA urges retention of the original wording and supports the Council position.</b></p> |                                                                                                                                                                                |

| Visa and health formalities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                   |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Council                                                                                                                                                                           |
| (e) <i>exhaustive (NIAM 131, Greens 132)</i> general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination <i>and transit as well as changes occurring between the conclusion of the contract and its execution</i>                                                                                                                                                                                                                                                                                                                                                                                                                             | (d) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination |
| <p><b>ECTAA's comments:</b></p> <p>The European Parliament's amendment concerning visa requirements is both confusing and overly broad, as such requirements can vary significantly depending on the package organiser's place of establishment, the traveller's nationality, the destination, the duration of the stay, and the efficiency of the Embassy/Consulate of the traveller's nationality. Given these parameters, an exhaustive information would require listing more than 38000 possible combinations of visa procedures and would obviously constitute a disproportionate burden on package organisers, in particular SMEs.</p> <p><b>ECTAA recommends retaining the original wording of the directive and supports the Council position.</b></p> |                                                                                                                                                                                   |

| Information on package                                                                                                                                                                                                                                                                                                                                                      |         |
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| EP                                                                                                                                                                                                                                                                                                                                                                          | Council |
|                                                                                                                                                                                                                                                                                                                                                                             | Council |
| (ha) <i>information that the traveller is buying a package and an explanation of the protection given to travellers after the conclusion of the contract as provided for in this Directive (EPP 133)</i>                                                                                                                                                                    | (New)   |
| <p><b>ECTAA's Comments:</b> While the intention behind this European Parliament amendment is commendable, it conflicts with their proposed inclusion of packages that can be arranged within 24 hours. For this reason, the amendment should be removed from Article 5 and, if retained at all, considered for inclusion in Article 7, where the contract is concluded.</p> |         |

## Limitation of Prepayments

| Limitation of prepayments (article 5a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Council   |
| Member States <i>may, in accordance with national provisions, introduce limitations to pre-payments.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | (Deleted) |
| <p><b>ECTAA's comments:</b></p> <p>ECTAA supports the deletion of the controversial Article 5a, which would have introduced rigid, one-size-fits-all restrictions on consumer prepayments. While the European Parliament's proposal to allow Member States to set national limitations may appear flexible, this invitation risks creating a fragmented regulatory environment across the EU. This would undermine the internal market, increase compliance burdens for cross-border operators, and distort competition.</p> <p>ECTAA therefore calls for a harmonised framework that ensures a level playing field for travel businesses across Europe.</p> <p><b>In conclusion, ECTAA supports the Council's position to fully delete Article 5a and any reference to prepayment limitations.</b></p> |           |

## CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE

| Termination of the package travel contract and the right of withdrawal before the start of the package (Art 12)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | COUNCIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>1. 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 <i>where it can be reasonably expected that the package travel contract will be significantly and objectively affected by</i> <del>in the event of</del> unavoidable and extraordinary circumstances. —occurring at the travel destination or its immediate vicinity, at <del>the place of the traveller's residence or</del> departure or affecting the journey <i>of the traveller to or from the destination. 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.</i></p> | <p>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 <i>where it can be reasonably expected that the package travel contract will be significantly affected by</i> unavoidable and extraordinary circumstances <b>occurring at the place of departure</b>, at the travel destination or its immediate vicinity. 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.'</p> |
| <p><b>ECTAA's Comments:</b><br/>ECTAA welcomes that both amendments to Article 12 remove the reference to the traveller's place of residence.</p> <p><b>ECTAA has a slight preference for the European Parliament's wording</b>, as it more clearly emphasises that the unavoidable and extraordinary circumstances must objectively impact the performance of the package contract.</p> <p>A key concern for package organisers is to avoid being treated as a substitute for travel insurance by covering personal circumstances. Imposing liability for risks covered by travel insurances would result in pure financial loss, making the package travel business excessively risky and potentially unsustainable.</p>                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Official Warnings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Council                 |
| <p>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. <i>This applies in particular where an official warning has been issued at most 28 days before the scheduled start of the package but is without prejudice to a case-by-case assessment. Where the traveller has been duly informed about an official warning and travel restrictions by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the event that he or she terminates the package travel contract.</i></p> | <p><i>(Deleted)</i></p> |
| <p><b>ECTAA's comments:</b></p> <p>The proposed amendment risks creating confusion and legal uncertainty by introducing three different types of travel warnings as potential grounds for free cancellation. Such a fragmented approach would be detrimental to the travel industry, undermining clarity and predictability for both operators and consumers. Moreover, the reference in the EP report to a 28-day period is not in line with the recent CJEU's Kiwi Tours ruling (C-584/22), which clearly established that cancellation rights must be assessed strictly on the circumstances existing at the moment of termination, not by reference to warnings issued at an earlier or later stage.</p> <p><b>ECTAA therefore supports the Council's position to move references to official warnings into the recitals, aligning with the current ECJ case law on this matter.</b></p>                                                                                                                                               |                         |

## Article 17: Effectiveness and scope of insolvency protection

| Level of financial security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>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 <b>and any changes in the volume of sales of packages. (Rapp 13)</b></p> | <p>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. <del>The coverage security shall take into account that be sufficient to cover the risk related to an insolvency may occur in periods</del> at a time when organisers hold the highest amounts of payments and shall take into account as well as where organisers hold the highest amounts of payments and any changes in the volume of sales of packages</p> |
| <p><b>ECTAA's comments:</b></p> <p>ECTAA supports the Council approach in the calculation of the security as it takes into account the variations in sales that occurs throughout the year. Holding the maximum security at all time even when the risk isn't high will just create unnecessary costs and withhold money that could be invested elsewhere.</p>                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Insolvency: Refund deadline.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Council                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>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 <del>three</del> six months after the traveller has submitted the documents necessary to examine the request. <i>To activate the protection, travellers shall provide the package travel contract as well as proof of payment made to the organiser or, where applicable, retailers. This shall be sufficient for the traveller to request a refund.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Refunds of travellers' payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within <del>three</del> 9 months after the traveller has submitted all relevant documents necessary to examine the request as specified in accordance with paragraph 6a point (c). Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.</p> |
| <p><b>ECTAA's Comments:</b></p> <ol style="list-style-type: none"> <li>ECTAA supports a nine-months deadline, as this timeframe is essential for effectively handling large-scale insolvency cases.</li> <li>Furthermore, ECTAA strongly opposes the European Parliament's amendment suggesting that proof of a contract and proof of payment should be deemed sufficient, for the following reasons: <ul style="list-style-type: none"> <li>Such documentation may not be adequate in cases where the prepayment concerns a refund following a package cancellation, as additional evidence confirming that no prior refund by organisers was issued would be necessary.</li> <li>Moreover, simply requiring the proof of contract and proof of payment would expose to the insolvency protection provider to a real risk of fraud such as travellers claiming from the protection scheme, from their credit card issuer and through other stakeholders such as trust account managers.</li> <li>Any increase in the possibility for fraud in the claims process would add to the costs of providing the security and getting merchant acquirer facilities, thus unnecessarily increasing overall cost of the package.</li> </ul> </li> </ol> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## ENFORCEMENT (New articles 24/25/26)

| Complain Handling Mechanism AM 75-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Council             |
| <p><i>1a. Without prejudice to Articles 7(2), 13, 15 and 16, each organiser and retailer shall set up a complaint-handling mechanism for the rights and obligations covered by this Directive. They shall make their contact details and working language, or languages, known to travellers and available to consumers at the same time of the documents to be supplied before the start of the package in accordance with Article 7(1), point (g).</i></p> <p><i>1b. When a traveller submits a complaint using the mechanism referred to in paragraph 1a, the organiser or retailer shall confirm the receipt with a copy of the exchanges, within seven working days of submission of the complaint. The organiser or the retailer shall give a reasoned reply to the traveller within 30 working days. Organisers and retailers shall keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure and shall make that data available to national enforcement bodies upon request.</i></p> <p><i>1c. Details of the complaint-handling procedure shall be made available on the website of the organisers and retailers offering services covered by this Directive.</i></p> <p><i>1d. The submission of complaints by travellers using the mechanism referred to in paragraph 1a shall be without prejudice to their rights to submit disputes for out-of-court resolution in accordance with Article</i></p> | <p><i>(New)</i></p> |

***26a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.***

***ECTAA Comment:***

The proposed complaint-handling obligation would place an unnecessary additional burden on organisers and retailers. Existing EU legislation already ensures that travellers can submit complaints and seek redress. Duplicating these rules under the Package Travel Directive adds fragmentation of obligations, bureaucracy and costs, especially for SMEs, without delivering any real benefit for consumers.

**ECTAA therefore support the Council's position**

## Penalties

### EP

### Council

***Article 25***

***Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive. The maximum amount of the fines shall be at least 4% of the trader's annual turnover in the Member State or Member States concerned. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.'***

***(New)***

***ECTAA's comment:***

ECTAA believes that introducing an additional penalty regime specifically for package travel would create disproportionate burdens for organisers and retailers, especially SMEs, and would duplicate enforcement powers already foreseen under EU consumer law – in particular Directive (EU) 2019/2161 (the Omnibus Directive) and Regulation (EU) 2017/2394 on consumer protection cooperation (CPC Regulation). National authorities already have sufficient tools to ensure compliance, and these tools will be further updated when the CPC Regulation is revised.

The objectives of deterrence and enforcement can already be achieved under existing legislation, making the proposed amendment in the Parliament Report unnecessary and duplicative.

**ECTAA therefore supports the Council's approach.**

| Alternative Dispute resolution                                                                                                                                                                                                                                                                                                                                                                                         |                     |
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| EP                                                                                                                                                                                                                                                                                                                                                                                                                     | Council             |
| <p><b>ADR</b></p> <p><b>Article 26a</b></p> <p><i>Alternative dispute resolution mechanism</i><br/> <i>Organisers, retailers, intermediaries and</i><br/> <i>other actors falling within the scope of this</i><br/> <i>Directive may participate in alternative</i><br/> <i>dispute resolution procedures</i></p>                                                                                                      | <p><i>(New)</i></p> |
| <p><b>ECTAA's comment:</b></p> <p>ECTAA supports efficient dispute resolution, but this amendment is unnecessary. ADR/ODR mechanisms are already fully regulated at EU level and has been recently revised. Adding a separate obligation under the Package Travel Directive only creates duplication and confusion, without improving consumer protection.</p> <p>ECTAA therefore supports the Council's position.</p> |                     |