



EUROPEAN COMMISSION

QUESTIONS AND ANSWERS

PASSENGER RIGHTS AND PACKAGE TRAVEL

July 2020
(update of the
version of May
2020)

1. As a passenger/traveller, what are my rights for cancelled transport services/package tours in the context of the coronavirus pandemic?

The [EU passenger rights Regulations](#) provide for passenger rights in the case of cancellation across the different modes of transport. In the case of a cancellation by the carrier, passengers have the choice between reimbursement or re-routing. As re-routing is hardly applicable under the present circumstances, the choice is mostly about possible different forms of reimbursement.

Reimbursement of the full cost of the ticket is due 7 days following the passenger's request in the cases of air, sea and inland waterways transport, 14 days after the offer has been made or the request has been received for bus and coach transport and 1 month after the request of the passenger in the case of rail transport.

The [Package Travel Directive¹](#) provides for traveller rights in case of cancellation of the package travel contract by the traveller or the organiser. The traveller of a cancelled package is entitled to full refund of any payments made for the travel package. The organiser of the package must make the refund within 14 days following termination of the contract.

Under the passenger rights Regulations and the Package Travel Directive, the reimbursement can be made in money or via a voucher. However, reimbursement by means of a voucher can only take place if the passenger or traveller agrees to it.

In March 2020, the Commission adopted [Interpretative Guidelines on EU passenger rights Regulations in the context of the developing situation with Covid-19](#) and published an [advisory guidance on EU package travel rules in the context of COVID-19](#) on the [Commission's Coronavirus Response website](#).

¹ For further information on the Package Travel Directive in general see:
https://europa.eu/youreurope/citizens/travel/holidays/package-travel/index_en.htm

The passengers' and travellers' right to get reimbursement in money has also been confirmed by the [Commission Recommendation of 13 May 2020 on vouchers offered to passengers and travellers as an alternative to reimbursement for cancelled package travel and transport services in the context of the COVID-19 pandemic](#).

2. As a consumer, what can I do if I am not offered a refund, but only a voucher?

You can ask for a refund. However, given the liquidity problems of the carriers and organisers, you could consider to accept a voucher if the conditions are attractive (e.g. insolvency protection, reimbursable after a certain period of time and other features).

If you think that your rights have not been respected, there are several ways in which you can seek redress.

In case of a stand-alone ticket (e.g. for a flight), more information can be found [here](#)². See also general information about different forms of consumer dispute resolution [here](#).

[European Consumer Centres](#) can also help and advise passengers and travellers that want to settle a dispute with a carrier or organiser based in another EU country.

Otherwise, you can assert your rights through national enforcement authorities (see contact lists [here](#) for passenger rights and for package travel directive [here](#)) or, as a last resort, before the national courts.

Please note that the European Commission does not have direct enforcement powers against individual operators in the field of passenger rights and package travel.

3. Some Member States adopted rules that oblige me to accept a voucher and/or the postponement of the reimbursement. What can I do?

In the context of COVID-19, some Member States adopted temporary rules derogating from the Package Travel Directive or the passenger rights Regulations. On 2 July 2020, the European Commission opened infringement proceedings against 10 Member States having such temporary legislations, see https://ec.europa.eu/commission/presscorner/detail/en/inf_20_1212 (under section 4. Mobility and Transport: *Commission opens infringement proceedings against Greece and*

² Air passenger rights: https://europa.eu/youreurope/citizens/travel/passenger-rights/air/index_en.htm#next-steps

Rail passenger rights: https://europa.eu/youreurope/citizens/travel/passenger-rights/rail/index_en.htm#next-steps

Bus and coach passenger rights: https://europa.eu/youreurope/citizens/travel/passenger-rights/bus-and-coach/index_en.htm#next-steps

Ship passenger rights: https://europa.eu/youreurope/citizens/travel/passenger-rights/ship/index_en.htm#next-steps

Italy for failure to comply with EU rules protecting rights of passengers; and under section 5. Justice: Commission calls on ten Member States to comply with EU law on protecting rights of consumers and travellers).

The aim of these infringement proceedings is to ensure that national legislation is back in line with EU law. Therefore, the Commission did not open infringement proceedings against Member States where the temporary derogations from the Package Travel Directive had expired or had been amended at the time of the Commission's decision on infringements.

In order to claim your rights and get redress, please see question 2 above. When asserting your rights before national court, you should invoke a possible incompatibility of national law with Union law and therefore the non-applicability of national rules. Finally, it is also a principle of EU law that Member States are obliged to make good loss and damage caused to individuals by breaches of EU law for which they can be held responsible (State liability).

4. What should a voucher offer?

Vouchers may be a viable alternative to reimbursement for cancelled package travel and transport services in the context of the coronavirus pandemic. [The Commission Recommendation on vouchers](#) sets out key features to ensure that vouchers are fair for consumer if they are offered instead of reimbursement.

The vouchers should be:

- **covered by insolvency protection** – in case the carrier or the organiser becomes insolvent, while the voucher has not yet been used, the traveller or the passenger must be reimbursed by the insolvency protection guarantor of the carrier/organiser. The insolvency protection system is to be set up at national level, either by the public or private sector (for example, it can be a fund or insurer).
- **refundable if not redeemed**: passengers and travellers should have the right to ask for reimbursement in money at the latest 12 months following the issuance of the voucher concerned and at any moment thereafter, subject to applicable legal provisions on time limitation. Vouchers (or the remaining amount) should be automatically reimbursed at the latest 14 days after the end of the validity period of the voucher, in case it has not (or only partially) been redeemed.

For example:

- i) A voucher with a validity of 12 months and carrier/organiser not allowing for a reimbursement earlier than 12 months: the validity and the refundability period coincide.
- ii) A voucher with a validity of 24 months: passengers/travellers can ask for reimbursement already after 12 months. If the passengers/travellers do not request the reimbursement and do not redeem the voucher, the voucher should be reimbursed automatically at the end of the 24 months validity period of the voucher.

The Recommendation on vouchers also sets out other key features introducing flexibility concerning, for example:

- **the range of services** for which vouchers can be used;
- the possibility to use the voucher for bookings with other entities that form part of the same group of companies;
- **the transferability** of vouchers to another passenger/traveller at no extra cost;
- a guarantee that the voucher will be sufficient to buy the same trip that was cancelled, irrespective of any possible fare increase.

Important: The vouchers should indicate their validity period and specify all the rights attached to them. They should be available on a durable medium, for example through email or paper.

5. As a passenger or traveller, why should I opt for a voluntary voucher instead of the reimbursement option?

Vouchers may be a viable alternative to reimbursement for cancelled package travel and transport services in the context of the coronavirus pandemic, provided they are protected against insolvency of the issuer, refundable and present certain other flexible characteristics (see Question 4 above).

Please note that, if carriers or organisers become insolvent, there is a risk that many travellers and passengers would not receive any reimbursement at all, as their claims against carriers or organisers are not protected. Hence, secured vouchers could ultimately lead to better protection of the interests of passengers and travellers, while also helping to ease the liquidity problems of carriers and organisers.

6. What is the value of a Commission Recommendation, what is its impact regarding existing EU legislation?

First of all, the Recommendation recalls the rules under the applicable EU legislation. At the same time, the Recommendation recognises the unsustainable cash-flow and revenue situation for the transport and travel sectors, due to the numerous cancellations entailed by the coronavirus pandemic. The Commission therefore recommends ways how, across the EU, vouchers could be made more attractive, as an alternative to reimbursement in money, in order to increase their acceptance by passengers and travellers. This would help to ease the liquidity problems of carriers and organisers and could ultimately lead to better protection of the interests of passengers and travellers. It should, however, be stressed that a Commission Recommendation is not binding.

7. I already accepted a voucher because I was not aware of my rights, can I still ask to get the money back instead?

If you were unaware of your rights because the carrier/organiser did not offer you the choice between reimbursement and a voucher, this was not in compliance with the EU passenger rights Regulations or the Package Travel Directive. However, it is not

regulated by EU law what you can do if you have already accepted a voucher without having been properly informed about your rights. It is a question of national contract law if you can, for example, contest your acceptance.

In any case, you can lodge a complaint with the relevant national authority, which can then turn to the carrier/organiser and follow this up (see Question 2 above).

8. Following a flight cancellation, I have just received a voucher from the carrier. May I use the voucher for a flight to a different destination?

The Commission recommends that the voluntary vouchers should also provide passengers sufficient flexibility in the range of services for which vouchers can be used. Please also see the answers to Q4.

9. Does the Commission Recommendation on vouchers also apply if I booked a cruise?

Yes, cruises fall under the EU legislation on package travel and the rights of passengers travelling by sea and inland waterway.

10. I do not wish to travel anymore and would like to cancel my ticket/package travel contract. Can I get reimbursed by the carrier/organiser or change my service?

The EU passenger rights Regulations do not address situations where passengers cannot travel or want to cancel a trip on their own initiative. Whether or not a passenger is reimbursed in such cases will depend on the type of ticket (i.e. whether refundable or not; possibility to rebook, etc.) as specified in the carrier's terms and conditions.

It is important to note that various airlines are offering vouchers to passengers who do not want to (or are not authorised to) travel anymore as a result of the coronavirus pandemic. Passengers can use these vouchers for another trip within a timeframe established by the carrier, depending on the terms and conditions of the carrier for such vouchers.

The Package Travel Directive provides that travellers have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. For further information, see an [advisory guidance on EU package travel rules in the context of COVID-19](#).

If the conditions above are not met (i.e. no unavoidable and extraordinary circumstances at the place of destination or its immediate vicinity that significantly affect the

performance of the package, or which significantly affect the carriage of passengers to the destination) travellers still have the right to terminate the package travel contract before leaving, but they will have to pay a termination fee. Under certain conditions, travellers may also transfer their package travel contract to another traveller, subject to costs arising from the transfer. The best is to contact your travel agency or the organiser.

11. I have presented myself for check-in in time, but I am refused access to my flight by the airline for reasons related to health. What rights do I have?

Passengers who are denied boarding by the airline against their will, although they have presented themselves in time for check-in, have the right to compensation, the right to choose between reimbursement and re-routing, as well as the right to care.

However, under EU law, passengers do not enjoy these rights if boarding is denied on reasonable grounds related to health, safety or security, or inadequate travel documentation. Whether a passenger can nevertheless enjoy part or whole of the aforementioned rights in this case will depend on the type of ticket as specified in the terms & conditions of the airline.

[A recent judgment of the Court of Justice of the European Union](#) confirmed that it would be contrary to the objective of Regulation (EC) No 261/2004 on air passenger rights to confer on the air carrier concerned the power to assess and decide unilaterally and definitively whether denied boarding is reasonably justified and, consequently, to deprive the passengers in question of protection they are entitled to under that Regulation.

It follows from this ruling that the airline has to apply a sufficient degree of diligence in deciding whether a passenger should be denied boarding. Unless there are reasonable grounds to deny boarding, the passenger will always retain his right to compensation, the right to choose between reimbursement and re-routing, as well as the right to care, since these rights cannot be limited or waived as mentioned in Article 15 of Regulation (EC) No 261/2004.

12. I have been refused access to a transport hub (airport, railway station, port terminal, bus terminal) for reasons of public health and was therefore not able to continue my journey. Can I claim a reimbursement of my ticket?

The EU passenger rights Regulations do not address situations where passengers cannot travel due to a refusal to access a transport hub. Whether or not a passenger is reimbursed in such cases will depend on the type of ticket (i.e. whether refundable or not; possibility to rebook, etc.) as specified in the carrier's terms and conditions.

13. I cannot get in contact with the carrier, all phone lines are busy and they are not replying to my emails. What can I do?

Given the difficult situation the transport operators are facing, some more time might be needed to accommodate all the passengers. Certain carriers are now putting in place new online systems to assist passengers.

Nevertheless, we would advise the passengers to use different ways of contacting the carriers (by phone, by email or using social media).

Passengers can also turn to their local European Consumer Centre for advice or use different mechanisms as explained above in Question 2.

14. After not being satisfied with the answer the carrier provided me with, I filed a complaint with the National Enforcement Body. After a couple of weeks, I have not yet received a reply. What can I do?

EU Passenger rights Regulations are enforced at the national level by the National Enforcement Body (NEB), which is responsible for monitoring and enforcing the application of the Regulation by carriers.

The NEB should provide you with a legally non-binding opinion on the way to proceed.

Passengers could normally expect a reply from a NEB within 3 to 6 months. The duration of an investigation could vary depending on the complexity of the case and the level of cooperation of the carrier. Note that NEBs may be more busy than usual in the current period.

15. I bought a ticket via an online intermediary. Is it the carrier or the intermediary that has to reimburse or offer me a voucher?

Under the EU passenger rights Regulations, it is the operating carrier that has to fulfil its obligations vis-à-vis the passenger. In cases of travelling by air, this is either the air carrier with which the passenger has booked (i.e. with which it has concluded the contract of carriage) or another carrier that performs the flight on behalf of the carrier with which the passenger has the contract.

EU passenger rights Regulations do not deal with intermediaries or any other entity through which the passenger might have purchased the ticket. Therefore, the question as to how a passenger can claim his or her rights from such an intermediary needs to be solved by looking at the terms and conditions of the intermediary. Given the large variety of these intermediaries, agents, booking platforms, ticket brokers, etc., no general reply can be given.