

## QUESTIONNAIRE FOR MEMBER STATE AUTHORITIES

### *Review of the Package Travel Directive*

#### BACKGROUND

The Package Travel Directive (hereafter referred to as the **PTD**), which came into effect in 1990, is aimed at protecting consumers in the area of package travel. Some of the most important rules concern the liability of package organisers and retailers, who must accept responsibility for the performance of the services offered. The Directive also prescribes the minimum information that must be given to consumers and contains provisions on the security to be provided in the event of insolvency.

The travel sector has evolved considerably, especially with the development of the internet and the rise of low-cost air carriers. Consumers are also now putting together their own holiday components from different providers, instead of opting for pre-arranged packages. The Commission is considering reviewing the PTD in order to reflect the current market situation. This issue has already been the subject of number of studies and consultations available on DG SANCO's website [http://ec.europa.eu/consumers/rights/travel\\_en.htm](http://ec.europa.eu/consumers/rights/travel_en.htm).

The aim of this survey is to evaluate the size of existing problems and assess possible policy options in terms of their economic, social and environmental impacts and comparing their relative merits, in order to identify a preferred policy option. Below, you will find a list of questions, which should help us identify advantages and drawbacks for each possible course of action on EU level on special consumer protection in the area of package travel. We recognise that some questions will be difficult to answer precisely; please give your best estimate where possible. Beyond the scope of these questions, please feel free to provide additional information at the e-mail address: [sanco-b2@ec.europa.eu](mailto:sanco-b2@ec.europa.eu)

We would like to receive your completed questionnaire by **7 February 2010**. Please also note that the **maximum time to complete each of the sections is 90 minutes**. **Partial responses will not be saved**. This means once you start filling in the questionnaire, you have to answer all compulsory questions to submit your response. You can, however, preview the whole questionnaire in a document format (pdf). Received contributions will be published on the Internet. It is important to read the specific privacy statement attached to this consultation for information on how your personal data and contribution will be dealt with.

#### SECTION A: ABOUT YOU

Please provide details about yourself and your organisation below.

Name	<input type="text"/>
Organisation name:	<input type="text"/>
Telephone number:	<input type="text"/>
E-mail address:	<input type="text"/>

Please indicate from which Member State you are replying (compulsory)

**SECTION B: DEFINITIONS, TERMINOLOGIES AND SCOPE OF THE DIRECTIVE**

The Package Travel Directive (PTD) covers pre-arranged holiday packages which combine at least two of the following: (1) transport, (2) accommodation, (3) other tourist services not ancillary to transport or accommodation and accounting for a 'significant proportion of the package'. Consumers are covered where: (a) at least two of the above elements are sold at an inclusive price (disregarding separate billing) and (b) the service covers more than 24 hours or includes an overnight accommodation.

1. In the event that a revised PTD is introduced, indicate which of the following travel-related products or arrangements you think should be clearly **within the scope** of the revised Directive? (compulsory)

Accommodation, transport and/or other tourist services purchased as a package for an inclusive price (i.e. <b>current definition of a package travel under the PTD</b> )	
Accommodation, transport and/or other tourist services purchased <b>on the internet from the same site</b> where consumers can assemble the content of the package	
Accommodation, transport and/or other tourist services purchased on the internet <b>from different sites which are clearly linked</b> on their web pages	
Cruises	
<b>Transport and tourist activities where the service covers a period of less than 24 hours</b> (e.g. return flight and ticket to Wimbledon tennis match)	
<b>Transportation which includes accommodation</b> (e.g. overnight boat/train trips in a cabin with bed, etc)	
Packages purchased for solely <b>business purposes</b>	
Packages purchased for solely <b>leisure purposes</b>	
Packages purchased for <b>mixed purposes (private&amp; business)</b>	
<b>Packages occasionally organised by a company</b> which normally does not organise packages (e.g. package travel to Oktoberfest in Germany organised and sold by a bank for best clients once a year)	
<b>Packages occasionally organised by a non-business organisation</b> (or not-for-profit organisation) which normally does not organise packages (e.g. package travel to Vatican for Christmas celebration organised and sold by the local church)	
Do not know	
Other (please specify)	

2. Assuming the definition of the 'package' remains with the same three main components (transport, accommodation and other tourist services), do you believe that it is important for 'other tourist services' to account for a 'significant proportion of the package'? (compulsory)

YES  NO  Don't know

3. If YES, would you agree with the term 'significant proportion of the package' (when referring to other tourist services) being clarified as a fixed minimum percentage of the overall package price? (optional)

YES  NO  Don't know

4. If YES, which of the following percentages do you agree with for regulatory purposes? (optional)

10%  20%  30%  40%  50%  Other (specify)

5. With internet sales of packages and the sale of combinations of travel elements by interlinked websites increasing, do you consider that a package **must** be ‘sold or offered for sale at an inclusive price’ to qualify as a travel package? (optional)

YES                       NO                       Don't know

6. Kindly provide alternative definitions or clarifications (e.g. based on national legislation) for the following terms in the current PTD, if you consider modification is needed (optional)

Term	Definition
Organiser	
Retailer	
Package	
Consumer	
Other (specify)	

7. Do you have any suggestions on how dynamic packages (where these refer to packages put together by the consumer) should be addressed within the Directive? (optional)

### SECTION C: INFORMATION REQUIREMENTS

*The current PTD requires that certain specific information - which is comprehensible, accurate and not misleading - is made available to consumers at either the pre-contractual stage, in the contract, or simply ‘in good time’ prior to the start of the journey. The following questions are intended to indicate, at which stage, you believe the following information should be provided.*

8. On a scale of 0-5, indicate how important it is for consumers to receive information on the listed aspects in order to purchase a travel package? (5 = Essential, 4 = Very important, 3 = Important, 2 = Slightly important, 1 = Not important and 0 = Do not know) (compulsory)

Amount to be paid (money or %) on account and the schedule for paying balance	
Other tourist activities included in the total price	
Destination and the means and quality of transport to be used	
Health requirements e.g. vaccinations required, “safe” practices	
Meal plans	
Name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call	
Insurance possibilities or options	
Passport and Visa requirements	
Travel and holiday itinerary	
Type and quality of accommodation and its location	
Travel time, intermediate stops and transport connections/transits and details of the place to be occupied by the traveller (e.g. cabin or berth on ship, sleeper compartment on train)	
Whether minimum number is required for package to take place and deadline for informing consumer of cancellation if numbers not achieved	
Other (please specify)	
Other (please specify)	
Other (please specify)	

***Questionnaire - Definition of Policy Options and Impact Assessment***

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9. Indicate at which stage(s) you believe each of the following information should be compulsory to provide, if at all? **Please leave blank if you do not know or you believe it should not be compulsory** (optional)

<b>Information on:</b>	In the brochure	Pre contract	In the Contract	Before Departure
Amount to be paid (money or %) on account and the schedule for paying balance				
Other tourist activities included in the total price				
Destination and the means and quality of transport to be used				
Health requirements e.g. vaccinations required, "safe" practices				
Meal plans				
Name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call				
Insurance possibilities or options				
Passport and Visa requirements				
Travel and holiday itinerary				
Type and quality of accommodation and its location				
Travel time, intermediate stops and transport connections/transits and details of the place to be occupied by the traveller (e.g. cabin or berth on ship, sleeper compartment on train)				
Whether minimum number is required for package to take place and deadline for informing consumer of cancellation if numbers not achieved				
Other (please specify)				

10. The PTD does not specify the form in which information is to be provided to the consumer. Assuming all information has to be provided in the same form at each stage, indicate the form in which you believe this information should be provided? (compulsory)

	<b>On paper or other printed means</b>	<b>On durable medium (e.g. emails, fax, cd-roms)</b>	<b>On websites or other marketing material</b>	<b>Other (please specify)</b>	<b>No formal requirement needed</b>
At the pre-contract stage					
In the Contract					
Before Departure					

11. Who should be **responsible for providing information** to consumers after the contract is signed? (optional)

The Organiser/ Tour Operator       The Retailer/ Seller/Travel Agent       Other parties (specify)

12. For information provision purposes, what is the minimum period prior to departure that you believe information on the trip should be provided to the consumer? (compulsory)

7 days before departure       <72 hrs before departure       <48 hrs before departure       <24 hrs before departure       Other (specify)

13. Which of these do you consider to be a **last minute booking**? (compulsory) Bookings made:

7 - 14 days before departure  3 - 7 days before departure  2 days before departure  24 hrs before departure or less  Other (specify)

14. Do you think there is a need for special rules regarding information requirement for last minute bookings given the short period of time between signing the contract and departure. If YES, please specify

**SECTION D: LIABILITIES, OBLIGATIONS AND RESPONSIBILITY FOR CONSUMER DIFFICULTIES**

15. In your opinion, who should be the responsible party for **assisting a consumer with problems** during package travels? Tick all that apply (compulsory)

Seller of the package (The party <b>who receives the payment</b> directly e.g. travel agency)	
The <b>provider of the service</b> where the difficulty arises (who may receive the payment indirectly, e.g. airline or hotel which is not organising the package )	
The organiser of the package (tour-operator)	
Other ( <i>please specify</i> )	

16. If you ticked more than one box and/or believe the responsible party should vary by circumstance, please provide reasons for your answer in the space below. (optional)

17. In your opinion, who should be the responsible party for **the proper performance of the services as stated in the contract**? Tick all that apply (compulsory)

Seller of the package (The party <b>who receives the payment</b> directly e.g. travel agency)	
The <b>provider of the service</b> where the difficulty arises (who may receive the payment indirectly, e.g. airline or hotel which is not organising the package )	
The organiser of the package (tour-operator)	
Other ( <i>please specify</i> )	

18. If you ticked more than one box, please provide reasons for your answer below. (optional)

19. To what extent do you think the responsible party should be liable in the event the consumer suffers damages during the travel package holiday (Please tick all that apply)

Should be liable <u>only</u> in situations where the services provided are not up to the standard specified in the <b><u>contract</u></b>	
Should be liable <u>only</u> in situations where the services provided are not up to the standard specified <b>in the contract or the <u>marketing material</u></b> on which purchase was based	
Should be liable in situations where the services provided are not up to the standard stated in the <b><u>contract , but only if the professional party(ies) have acted with fault</u></b> (i.e. if they acted deliberately, recklessly and/or negligently)	
Other <i>(please specify)</i>	

### **SECTION E: CONTRACT CHANGES**

20. In which situations, if any, do you think consumers should have a **right to withdraw from the contract** before departure **without** paying any compensation (optional)

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21. In which situations, if any, do you think consumers should have a right to cancel the contract before departure **by paying compensation** (optional)

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22. The current legislation requires the organiser to inform the consumer as quickly as possible if they have to change significantly any of the ‘essential terms’ of a package holiday. Using ticks, indicate which of the following elements you consider as being an “essential term”? (compulsory)

<b>Possible Essential Terms</b>	<b>Tick</b>
Changes in overall price	
Change in carrier (airline, train service provider etc.)	
Changes in travel times and/or dates	
Changes in travel/holiday destination	
Change in accommodation (e.g. different hotel)	
Changes in components of additional services (e.g. sightseeing tours, entertainment packages)	
Changes in itinerary of additional services	
Change in the payment schedule	
Change in special requirements which both parties accepted (e.g. facilities for disabled person)	
Other <i>(please specify)</i>	

23. *There can often be a delay between publication of a package travel brochure and when a consumer books a holiday. During this period, costs for the seller may have increased and as a result, they may need to increase their prices.*

Assuming the seller has communicated clearly in the brochure this possibility, on a scale of 1-5 (where 1 = not acceptable and 5 = fully acceptable), indicate how acceptable it is for the seller of a package holiday to **change the price** listed in **brochures** for the reasons listed below? (Please score all that apply) (compulsory)

Variations in transportation costs, including the cost of fuel (fuel surcharges)	
Variations in taxes, duties and fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and airports	
Variations in exchange rates applied to the package	
None of the above – all prices in the brochure should be fixed	
Other (please specify)	

24. *There can often be a delay between signing the contract and departure. During this period, costs for the seller may have increased.* If the seller has communicated this possibility, on a scale of 1-5 (where 1 = not acceptable and 5 = fully acceptable), indicate how acceptable it is for the seller of a package travel to change the price agreed in the **contract** for the reasons listed below? (Please score all that apply) (compulsory)

Variations in transportation costs, including the cost of fuel (fuel surcharges)	
Variations in taxes, duties and fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and airports	
Variations in exchange rates applied to the package	
None of the above – all prices in the contract should be fixed	
Other (please specify)	

25. When should be the cut-of point for allowing any price changes (either UP or DOWN) from what was agreed in the contract (e.g. due to variations in transportation costs, taxes, duties or exchange rates etc.)?

8 weeks before trip  6 weeks before trip  4 weeks before trip  20 days before trip

Prices should be binding  Other (please specify)

26. What should be a maximum acceptable level of price changes from what was agreed in the contract? (compulsory)

<1%  2-5%  5-10%  15-25%  >25%  It shouldn't be specified  Prices should be binding

**SECTION F: INSOLVENCY**

*This section will focus on the functioning of the current insolvency protection rules for packages.*

27. What kind of insolvency protection schemes are currently available in your country? (tick all that apply) (compulsory)

National Guarantee Funds	
Bank Guarantees	
Insurance schemes	
Other (please specify)	

28. If you have chosen more than one scheme, please estimate the market share for each in your country? (optional)

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29. On a scale of 1 - 5 (with 5 = highest), how would you rate the effectiveness of current insolvency protection requirements/schemes in your country? (compulsory)

1     2     3     4     5

30. Do you think there is a need for an EU wide harmonization of rules on insolvency protection or development of one pan-European fund? (compulsory)

	YES	NO	Don't Know
EU harmonisation of rules is needed			
One pan European fund should be set up			
Other (please specify)			

31. Do you have any suggestions on how to improve cooperation and information flow between insolvency protection schemes in the MS? (optional)

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32. It has been indicated that foreign-based traders have had problems being accepted in the security schemes in some Member States. Has it been a problem for traders established in your country? Do you have any suggestions on how to solve this issue? (optional)

YES                       NO                       Don't know

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33. The current PTD rules on insolvency pertain to package travels only and do not cover stand alone products. However, following a recent spate of airlines going bust (bankrupt), it is important to consider the level of protection currently being offered to consumers. Please note that there will be a possibility to provide more detailed comments on this matter in the

context of a forthcoming consultation on air passenger rights. Do you think it should be compulsory, optional or not required at all when buying **standalone airline tickets** (i.e. not as part of a package) to provide specific protection (or insurance) so that passengers would be **reimbursed for money paid** over or repatriated **if the airline went bankrupt?** (compulsory)

It should be compulsory and included in the price	
It should be optional (passengers may choose whether to buy, but all airlines must offer it, i.e. optional insurance)	
Airlines should not be required to offer protection	
Do not know	

**SECTION G: PACKAGE TRAVEL LABEL**

34. One way of increasing consumers' awareness could be the introduction of a package travel label (logo) or trust mark on offers to inform consumers of whether a given product is covered by the PTD or not. How is this likely to influence consumers' decisions on which products to purchase? Using a scale of 1 - 5 (where 1 = not effective and 5 = very highly effective), rate the following possible outcomes of introducing such a label. (compulsory)

It will help consumers to understand whether they are protected or not	
It will provide greater regulatory clarity for businesses and provide a more competitive framework of the market	
It will help public authorities - in monitoring the market and enforcing the PTD requirements	
Other (please specify)	

35. Do you have a similar package travel label or trust mark in your country? (compulsory)

YES                       NO                       Don't know

36. If YES, provide further information on this by answering the questions below (optional)

What is the name of the label?	
Who is the responsible authority?	
How long has it been run for?	
Where can further information be obtained on this label (e.g. website link)?	
How effective has it been?	
What was the cost of setting up and running this labelling scheme?	

37. What would be the implications for you as a MS authority of monitoring and enforcing appropriate use of a package travel label in your country? Please highlight if there are likely to be costs incurred (e.g. legal costs associated with pursuing infringements) and whether these actually differ from the current enforcement situation? (optional)

38. Another option could involve running awareness campaigns (or other information dissemination programs) at national and EU-wide level to inform consumers of their rights. Please indicate what type of campaign you may run in your MS and what types of costs you may incur (e.g. staff writing/preparation costs, consultation costs, printing/publication costs, etc)? (optional)

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39. For the types of costs indicated above, what would be the total costs for you as an authority associated with undertaking an awareness campaign (NB: the cost figures below are for a one-off awareness campaign)? (optional)

>€500,000	
€250,000 - €500,000	
€100,000 - €250,000	
€25,000 - €100,000	
>€25,000	

**SECTION H: FUTURE REGULATORY FRAMEWORK**

40. Is there currently an adequate level of protection provided under the minimum provisions of the PTD when purchasing package travel? (compulsory)

Yes       No       Don't know

41. If you have answered NO, please identify which aspects should be modified

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42. Using a scale of 1 - 5 (where 1 = not at all important and 5 = very important), rate the following aspects of the current PTD, indicating which you consider to be the most important aspects **requiring regulatory update?** (compulsory)

Removal of cross border barriers in the form of differing or additional requirements at national levels	
Including other (modern) channels of marketing communication (apart from the brochure) in the scope of the Directive (e.g. the internet)	
Clarification/updating of definitions and crucial terminology in the Directive (e.g. "consumer", retailer, organiser, essential terms of the contract, etc.)	
Clarifying the scope of the Directive	
Extending the scope of the Directive	
Other ( <i>please specify</i> )	

43. Using a scale of 1 - 5 (where 1 = not at all important and 5 = very important), rate the following aspects of the current PTD, indicating which you consider to **require harmonisation across the EU?** (compulsory)

The scope and definitions in the PTD	
The information requirements	
The liabilities of organisers/retailers	
Rules regarding cancellation/withdrawal by consumers	
Rules regarding changes in price and essential terms by providers	
Rules regarding insolvency protection	
Establishment of a pan-European fund or scheme for insolvency	
Other ( <i>please specify</i> )	

44. Using ticks, indicate which of the following ways of ensuring the protection of consumers you would rather prefer? Please give reasons for your answer (optional)

A more up-to-date EU Directive	
Repeal of the Directive and the use of other existing legislation <i>(please give examples of such legislation in the space 'other' below)</i>	
Issuing of detailed guidance for businesses	
Undertaking awareness campaigns	
Industry self-regulation	
None of the above	
Other ( <i>please specify</i> )	
Reasons for answer	

45. It has been suggested that a new Directive should state more clearly the legal consequences of businesses neglecting the obligations concerning information and transparency. What kinds of sanctions, if any, would be appropriate for non-compliance? (optional)

46. Using a scale of 1 - 5 (where 1 = not at all important and 5 = very important), rate the following possible obstacles to the cross-border trade from the current PTD? (compulsory)

<b>Obstacles to cross border trade</b>	<b>Rating</b>
Divergent information requirements	
Different scope of the protection rules	
Divergent definitions	
Different insolvency schemes	
Different national rules concerning liability and obligations of the contractual parties	
Other ( <i>please specify</i> )	

**SECTION I: ADMINISTRATIVE BURDEN**

47. Are there any steps which you believe can or should be taken to reduce the administrative burden stemming from the PTD for businesses? If YES, kindly provide details and quantify the costs (in €) involved? (compulsory)

YES

NO

Don't know

48. Are there any steps which you believe can or should be taken to reduce the administrative burden stemming from the PTD for regulatory authorities in Member States? If YES, kindly provide details and quantify the costs (in €) involved? (compulsory)

YES

NO

Don't know

49. Finally, if you want to provide additional information, please do so below.

*Thank you very much for completing this questionnaire.*