

**Applicable measures in case of cancellation of a package travel in different European countries**

Country	Regular law or Civil Code	Special Rule or Law	Dates (validity or effect of the new rule)
Austria	<p>Withdrawal of the package travel contract before it starts: (1) Before the start of the package tour, the traveler can withdraw from the package tour contract at any time without giving reasons. If the traveler withdraws from the package contract, the tour operator may demand payment of adequate and reasonable compensation. The package contract may stipulate appropriate flat rates of compensation, which are based on the time interval between the withdrawal and the planned start of the package, as well as the expected saved expenses and revenues from other uses of the travel services. If no flat-rate compensation has been contractually stipulated, the compensation must correspond to the price of the package tour minus the expenses and revenues saved from other uses of the travel services.</p> <p>(2) Without prejudice to the right of withdrawal in accordance with paragraph above, the traveler may withdraw from the package contract without payment of compensation before the start of the package travel if there are unavoidable and extraordinary circumstances at or in the immediate vicinity of the destination which affect the implementation of the package or the transport of persons and which significantly affect the destination. If the traveler withdraws from the package contract in accordance with this paragraph, he is entitled to a full refund of all payments made for the package travel, but not to additional compensation.</p> <p>(3) The tour operator may terminate the package contract before the start of it against full reimbursement of all payments made for the package, but without paying any additional compensation,</p> <p>A. if fewer persons have registered for the package than the minimum number of participants specified in the contract and the passenger receives the cancellation declaration from the tour operator within the period specified in the contract, but not later than:                      (a) 20 days before the start of the package travel for trips of more than six days,                      (b) seven days before the start of the package for journeys of between two and six days,                      (c) 48 hours before the start of the package for journeys of less than two days; or</p> <p>B. If the tour operator cannot fulfil the contract due to unavoidable and exceptional circumstances and the traveler receives his notice of withdrawal immediately, but at the latest before the start of the package.</p> <p>(4) In the case of a withdrawal according to the preceding paragraphs, the tour operator owes the traveler all amounts paid by him or on his behalf for the package, in the case of a withdrawal according to the first paragraph minus compensation according to this provision, immediately, but at the latest within 14 days after receipt of the notice of withdrawal. - Art. 10. Austrian Package Travel Act. - <a href="https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&amp;Gesetzesnummer=20009859&amp;FassungVom=2018-07-01">https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&amp;Gesetzesnummer=20009859&amp;FassungVom=2018-07-01</a></p> <p>According to the Package Travel Act, article 9 (2), tour operators must inform consumers in time before the start of the package tour if there are significant changes in the travel program, such as the route or tours included in the price. As another reason, there may be other significant changes to the trip due to the requirements of the authorities of the destination country.</p> <p>As a result, consumers are entitled to accept the change within a reasonable period of time set by the tour operator or they can cancel the contract free of charge.</p> <p>For all the points mentioned above, consumers should contact the tour operator; in most cases the companies will not reimburse the costs themselves. <a href="https://europakonsument.at/de/page/coronavirus-und-reiserecht">https://europakonsument.at/de/page/coronavirus-und-reiserecht</a></p>		
		<p>On 19/03/2020, the Belgian legislator adopted specific regulations to protect the travel sector. These regulations were valid for 3 months; they expired on June 19, 2020. The regulations apply to all package travels that were cancelled due to the coronavirus before June 19, 2020. This rule allows the tour operator to grant a credit/voucher instead of a refund, as long as this credit covers the total value of the amount already paid, is valid for at least one year, specifies that it is linked to the coronavirus crisis and that its delivery does not generate any cost for the traveler.</p> <p>The traveler cannot refuse the voucher if all the above conditions are met (and cannot demand an immediate refund - situation that contradicts European legislation).                      If the credit has not been used within 12 months, the traveler can demand a cash refund at the end of this period. The tour operator has 6 months to repay the credit.</p>	

Belgium		<p>If the trip was cancelled after 19 June 2020, the previous rules apply again. In the case of a cancelled trip, the agency or tour operator must give the option between a refund or another trip of equivalent quality free of charge. If the consumer is offered a coupon after a cancellation that took place after June 19, it is probably that the consumer will not be protected in case of bankruptcy of the travel agency or tour operator. In this case, the consumer will lose the money.</p> <p>On the other hand, the law on package travel allows the traveler to cancel his or her reservation if unavoidable and extraordinary circumstances arise at his or her destination and significantly affect the smooth running of his or her stay. The coronavirus and the restrictive measures that have been adopted throughout the world constitute unavoidable and extraordinary circumstances. If these restrictions significantly affect the smooth running of the trip (e.g. cancelled flight, unavailable hotel, cancelled excursions, etc.), the consumer has the right to cancel the reservation free of charge. Amounts already paid must be refunded in principle. Before the consumer cancels a reservation, it is essential to consult the travel advice of the Federal Public Service of Foreign Affairs. If the latter issues a negative notice for a destination, it will be a useful element in supporting the decision to cancel free of charge. However, a negative opinion is not binding.</p>	From 19 March 2020 to 19 June 2020
Bulgaria		<p>Return of payments made for cancelled trips: Tour operators who need to reimburse payments made for trips, which have been cancelled as a result of the declaration of the state of emergency (COVID-19) could offer vouchers to their clients instead. If clients do not accept the vouchers and the parties fail to reach an agreement on replacement tourist packages, tour operators must reimburse all payments made by or on behalf of their clients within one year after the end of the state of emergency.  <a href="https://www.cms-lawnow.com/ealerts/2020/04/bulgaria-amends-its-emergency-measures-act">https://www.cms-lawnow.com/ealerts/2020/04/bulgaria-amends-its-emergency-measures-act</a></p> <p>Art. 25. (New, SG No. 34 of 9 April 2020, amended, SG No. 44 of 13 May 2020, effective 14.05.2020). "Law on the measures and actions during the state of emergency, announced by a decision of the National Assembly of March 13, 2020 and on overcoming the consequences (title amended, SG No. 44 of 13.05.2020, in force as of 14.05. 2020)" <a href="https://coronavirus.bg/bg/148">https://coronavirus.bg/bg/148</a></p>	From 14 May 2020. There is not specific end date
Croatia	<p>A package travel can be canceled, but depends on whether the Ministry of Foreign and European Affairs has issued a warning for a travel destination. As a rule, consumers can cancel a trip without paying a cancellation fee, if the warning for the destination is issued before the start of the trip and after the consumer has made a reservation. In doing so, the consumer can invoke unavoidable and extraordinary circumstances or force majeure.</p> <p>If the consumer is not able to visit certain tourist attractions and places, which are an important part of the travel plan and planned tour, or the performance of the package travel is significantly changed, this may also be a reason to cancel the same package travel without paying fees.</p> <p>In case the package trip is canceled by the tour operator, the consumer is entitled to a refund.  <a href="http://ecc-croatia.hr/vijesti/103/corona-virus-u-europi-koja-su-prava-putnika/">http://ecc-croatia.hr/vijesti/103/corona-virus-u-europi-koja-su-prava-putnika/</a></p>		
		<p>The Consumer Protection Service, on the occasion of the launch of the new corona SARS-CoV-2, informed the travelers who purchased an organized trip that the regular law is remains in effect: "Law on Organized Travel and Related Travel Agreements Law of 2017 ( Law 186 (I) / 2017 )". - Where the organizer makes significant changes to the contract, or increases the price by more than 8 %, the traveler can, before the start of the package, either accept the change, accept a substitute package (of equal or higher value), or has the right to terminate the contract with any payment refunded within 14 days. The traveler can terminate the contract at any time before the start of the package (paying an appropriate fee). -</p> <p>If the consumer has purchased an organized trip but has not yet left for the trip, has to consult the travel agent and the services of the Ministry of Foreign Affairs immediately in order to find out if an official warning has been issued for the destination country.</p> <p>According to the Law, both the traveler and the organizer have the right to cancel the organized trip before its start, without paying any charge, in case of occurrence of cases of serious illness at the destination or very close to it, which significantly affects the execution of the package or significantly affects the transport of passengers to the destination. In this case, of cancellation of an organized trip, the traveler is</p>	

Cyprus	<p>package or significantly affects the transport of passengers to the destination. In this case, on cancellation of an organized trip, the traveler is entitled within fourteen (14) days to the full refund of all the amounts paid for the package, but is not entitled to additional compensation.</p> <p>Before cancel the organized trip, the Consumer Protection Service encourage the travelers to contact the travel agent, who may suggest alternatives such as postponing your trip for the future or changing your travel destination.  <a href="http://www.consumer.gov.cy/mcit/cyco/cyconsumer.nsf/All/12A9F5CC9824BFEC225852A003D03DA?OpenDocument">http://www.consumer.gov.cy/mcit/cyco/cyconsumer.nsf/All/12A9F5CC9824BFEC225852A003D03DA?OpenDocument</a></p> <p>For example Cyprus Paradise is offering Refund Credit Notes which entitles the consumer to rebook a holiday at a future date, with no amendment fee or receive a cash refund at the expiry date of the note. <a href="https://www.cyprusparadise.com/information-coronavirus/">https://www.cyprusparadise.com/information-coronavirus/</a></p> <p>Note: Press releases, relevant announcements and detailed instructions from the Ministry of Health are available at <a href="https://www.pio.gov.cy/coronavirus/">https://www.pio.gov.cy/coronavirus/</a></p>		
Czech Republic		<p>"Lex Voucher": The Parliament of the Czech Republic approved a law on certain measures to mitigate the effects of the coronavirus epidemic known as SARS-CoV-2 on the tourism sector (the "Act"). The Act, for which the designation "Lex Voucher" was used, was promulgated on 24 April 2020 in the Collection of Laws in Volume 69 under No. 185/2020 Coll.</p> <p>The Act applies to package tours starting on 20 February 2020 through to 31 August 2020. The proposal aims to maintain a balance between the legitimate interests of tourism businesses, i.e. organizers (travel agents) and consumers. During the term of the protection period, the obligation of the tour operator to refund the consumer's payments under section 2536a of the Civil Code is postponed, provided that the original obligation under the tour contract ceased due to the COVID-19 pandemic due to withdrawal from the tour contract under 2535 or section 2536 para. b) of the Civil Code.</p> <p>The protection period shall commence on the day of delivery of a voucher to the consumer and shall end on 31 August 2021, unless terminated earlier in accordance with the bill. If the tour organizer decides to use the protection period, it will notify the consumer in writing and issue a voucher for the tour at least in the value of the original tour. The voucher must also be secured in the event of the bankruptcy of the tour operator, which is to guarantee the consumer that he, will not lose his money.</p> <p>In general, the consumer is not entitled to reject or return the voucher. However, the proposal protects particularly vulnerable groups of consumers who can be expected to be affected by the measures related to the COVID-19 pandemic to have an adverse impact on their already difficult economic or social situation and allow them to return the voucher to the organizer and by a unilateral declaration terminate their participation during the protection period, which entitles them to a refund of the original canceled trip.</p> <p>The travel voucher is valid for the entire period of the protection period, i.e. until 31 August 2021. For the duration of the protection period, the tour operator is obliged, at the consumer's request, to offer the consumer a substitute tour of the same or higher quality than that agreed in the original tour contract. If the organizer has not offered a substitute tour to the consumer within 30 days of the date on which the consumer requested the organizer to offer a substitute tour, the protection period expires and the organizer's original monetary debt to the consumer becomes due. In case the voucher is not used by the consumer during the protection period, the organizer must return to the consumer all the paid payments for the original trip within 14 days from the end of the protection period at the latest.</p> <p><a href="https://www.ksb.cz/covid/en/articles/104_measures-to-mitigate-the-effects-of-covid-19-on-the-tourism-sector-rescheduling-of-a-package-tour-update02">https://www.ksb.cz/covid/en/articles/104_measures-to-mitigate-the-effects-of-covid-19-on-the-tourism-sector-rescheduling-of-a-package-tour-update02</a></p>	From 20 February to 31 August 2020

Denmark		<p>If there is an entry ban, the consumer will have the same rights as if the Ministry of Foreign Affairs discourages unnecessary travel. This means that if the consumer has purchased a package tour from a travel company that cancels the trip due to an entry ban, is eligible to be reimbursed for the travel price.  <a href="https://www.forbrugereuropa.dk/tema-coronavirus/indrejseforbud/">https://www.forbrugereuropa.dk/tema-coronavirus/indrejseforbud/</a></p> <p>On March 13, 2020, the Ministry of Foreign Affairs issued a travel guide advising over all unnecessary travels (orange color) to the whole world.</p> <ul style="list-style-type: none"> <li>- Travel consumers are entitled under Section 15 (1) of the Package Travel and Composite Package travels Act, 2, to cancel travel regardless of travel destination. The cancellation right applies, regardless of whether the voyage is considered necessary (red color) or not necessary (orange color) to make for the voyage consumer, so far for departures up to and including Monday, 13 April 2020.</li> <li>- The cancellation right means that, according to the Package Travel and Composite Package travels Act, section 15 (1). 3, without undue delay and no later than 14 days after the traveler's cancellation of the package tour, shall refund in cash all amounts paid under the agreement.</li> </ul> <p>According to the law, travel consumers are entitled to a cash refund of all amounts paid under the agreement. The time limit for filing a complaint with the Package Travel Appeals Board is at least 6 months after the last contact with the tour operator. In section 15, par. Paragraph 2 of the Package Travel Act and Composite Travel Arrangements does not specify a time limit for when a travel consumer has a cancellation right.</p> <p>For journeys departing after Monday, April 13, 2020, therefore at present state is not possible know how long before the start of the package trip a travel consumer is entitled to cancel the booked package tour.</p> <p>If travel consumer already wishes to cancel travel on departure after Monday, April 13, 2020, it will basically be the general cancellation policy of the tour operator, provided that upon confirmation of the agreement, the consumer has had it delivered on a durable medium.</p> <p>Due to the situation that arises, the consumer is not entitled to claim compensation for any losses suffered, even in case of late return, as these are inevitable and extraordinary circumstances.  <a href="https://www.pakkerejseankenaevnet.dk/nyheder/vis/?tx_news_pi1%5Bnews%5D=72&amp;cHash=1091cf10c65902b112c29e9a29870d73">https://www.pakkerejseankenaevnet.dk/nyheder/vis/?tx_news_pi1%5Bnews%5D=72&amp;cHash=1091cf10c65902b112c29e9a29870d73</a></p> <p>Some travel companies offer that instead of getting the money back, the consumer can get a voucher for later use. They may offer the consumer a voucher, but the consumer can choose if he/she wants that solution.</p>	Applies for departures up to and including Monday, 13 April 2020.
Estonia	<p>No special legislation, however as a rule is indicated that passengers have the right to choose between vouchers or gift cards or cash compensation for canceled package travel.  <a href="https://consumer.ee/mida-silmas-pidada-tuhistatud-reisi-huvitamiseks-kinkekaardi-reisijale-pakkumisel/">https://consumer.ee/mida-silmas-pidada-tuhistatud-reisi-huvitamiseks-kinkekaardi-reisijale-pakkumisel/</a></p> <p>According to the Law of Obligations Act (VÕS) in force in Estonia is possible argue force majeure. So, considers non-performance of an obligation to be excusable if the reason is force majeure (§ 103). In such a case, the other party does not have the right to demand a contractual penalty or compensation for damage from the party (debtor) who violated the contract / performed the obligation, but has the right to refuse to perform its obligation, terminate the contract (upon fulfillment of preconditions) or reduce the price (§ 105).  <a href="https://www.rahandusministeerium.ee/et/koroonaviiruse-korduma-kippuvad-kusimused">https://www.rahandusministeerium.ee/et/koroonaviiruse-korduma-kippuvad-kusimused</a></p>		

Finland	<p>On 14 March, the Ministry for Foreign Affairs recommends that the public avoid all travel abroad and this applies to all countries.</p> <p>Travel restrictions will be mitigated on July, 13 2020. On this date, travel restrictions and internal border controls will be abolished between Finland and countries where the incidence of the disease is sufficiently low. The next changes in border traffic were scheduled to enter into force on July, 27 2020.</p> <p>Free cancellations are possible in situations involving unavoidable and exceptional circumstances in the destination or in its immediate vicinity. In these situations, the traveler can get their money refunded or possibly get a replacement trip to another destination. The replacement trip is not a genuine option at the moment, but the client can negotiate on the rescheduling of the trip with the travel agency.</p> <p>A journey can be cancelled at no cost, if authorities ask the public to avoid travelling to a certain area. In these situations, tour operators usually cancel the package themselves, as they cannot carry out the trip as agreed.</p> <p>In any case, the passenger always has the option of cancelling the package before the start of the trip by paying a cancellation fee. According to the general terms and conditions for package travels, the size of the cancellation fee depends on the date of cancellation. At the very least, the person cancelling has to cover the administrative costs, but the costs of cancellations made close to the start of the trip may be up to 95% of the total cost.</p> <p>Travelers are not entitled to compensation for expenses related to their trip that cannot now be made use of due to the cancellation of the trip. If the trip was unsatisfactory, meaning that it did not correspond to what was agreed, a discount may be demanded. This is possible even if the problems were due to unavoidable and exceptional circumstances. However, compensation may not be obtained from the tour operator for additional expenses, loss of earnings or loss of holiday enjoyment due to exceptional arrangements or cancellations resulting from the coronavirus. (Press releases 11 March 2020 updated on 9 July 2020)</p> <p><a href="https://www.kkv.fi/en/current-issues/news/2020/11.3.2020-coronavirus-information-on-consumer-protection-for-travellers/">https://www.kkv.fi/en/current-issues/news/2020/11.3.2020-coronavirus-information-on-consumer-protection-for-travellers/</a></p> <p>Travel to Norway, Denmark, Iceland and the Baltic States is unrestricted from 15 June. The right to cost-free cancellation does not apply to journeys to these countries. Travel restrictions will be further alleviated on 13 July. The right to cost-free cancellation does not necessarily apply to countries where travel is unrestricted starting from 13 July 2020.</p> <p>The right to cancel travel free of charge continues to apply to countries where border traffic is still significantly restricted. The trip organizer will themselves cancel the trip if it cannot be carried out as planned.</p> <p>When the consumer cancel a tour, the tour operator must, as a rule, return the money within 14 days of the cancellation of the contract. Due to the exceptional nature of the situation, there may be delays in refunds. The tour operator may offer a voucher or gift card instead of a cash refund. The consumer is free to accept such an offer, but he/she has the right to receive a refund if he/she wishes. A voucher is a safe option for the consumer as long as it meets certain conditions. <a href="https://www.kkv.fi/en/current-issues/news/2020/20.3.2020-consumer-advice-services-answers-121-questions-on-the-corona-virus/">https://www.kkv.fi/en/current-issues/news/2020/20.3.2020-consumer-advice-services-answers-121-questions-on-the-corona-virus/</a></p> <p>Consumer Ombudsman: tour operators must comply with the Consumer Protection Act, also in exceptional situations</p> <p>Some tour operators have announced that, in the exceptional situation caused by the coronavirus, consumers who have cancelled package travels will not be refunded. The Consumer Ombudsman points out that the coronavirus does not give businesses a license to ignore legislation.</p> <p>Due to travel restrictions put in place because of the coronavirus, consumers have the right to cancel package travels booked by them at no cost until at least 13 April 2020.</p> <p>Normally, consumers should be refunded within 14 days. However as this is a difficult situation for businesses, some delays in refunding</p>		Consumers have the right to cancel travel packages booked by them at no cost until at least 13 April 2020.
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	<p>consumers are understandable. Travel agents can also offer their consumers vouchers or gift cards instead of a refund. The consumer must, however, always be given the choice between a refund and a voucher.</p> <p>The Finnish Competition and Consumer Authority's policy is that rather than being open, the vouchers must be for package tours only. The vouchers should be valid for at least a year, and consumers must be able to exchange them for cash.</p> <p>The vouchers must also be covered by securities. This means that if the company faces financial difficulty, the consumer is entitled to a refund for the value of the voucher. (Press release 20 March 2020)</p> <p><a href="https://www.kkv.fi/en/current-issues/press-releases/2020/20.3.2020-consumer-ombudsman-tour-operators-must-comply-with-the-consumer-protection-act-also-in-exceptional-situations/">https://www.kkv.fi/en/current-issues/press-releases/2020/20.3.2020-consumer-ombudsman-tour-operators-must-comply-with-the-consumer-protection-act-also-in-exceptional-situations/</a></p>		
<p>France</p>		<p>Ordinance 315-2020 of 25 March 2020, relating to the financial conditions for the resolution of certain tourist travel and stay contracts in the event of exceptional and unavoidable circumstances or force majeure (<a href="https://www.legifrance.gouv.fr/affichTexte.do?sessionId=805CFEE7044A9EAE98CC9C52C942E917.tplgfr34s_3?cidTexte=JORFTEXT000041755833&amp;dateTexte=&amp;oldAction=rechJO&amp;categorieLien=id&amp;idJO=JORFCO NT000041755510">https://www.legifrance.gouv.fr/affichTexte.do?sessionId=805CFEE7044A9EAE98CC9C52C942E917.tplgfr34s_3?cidTexte=JORFTEXT000041755833&amp;dateTexte=&amp;oldAction=rechJO&amp;categorieLien=id&amp;idJO=JORFCO NT000041755510</a> )</p> <p>This applies to:  - Package travel;  - Accommodation;  - Car rental;  - Other tourist services.  It applies to any cancellation by the consumer or the trader from March 1, 2020 till September 15, 2020.</p> <p>This special legislation allows the trader to offers a credit note valid for 18 months which has to cover all amounts paid; the consumer must be informed within 30 days of the termination of his contract. If the trader offers a credit, must offer an alternative service of identical or equivalent quality, at no additional cost (in the case of a lower price, the consumer keeps the difference in the form of credit).</p> <p>The trader is not required to offer to the consumer a credit. The trader can also decide to reimburse the consumer directly. However, if the trader offers credit, the consumer cannot demand any repayment in the form of money during the period of validity of the credit (18 months). At the end of the period, the trader must reimburse the amount of the credit or, if applicable, the remainder, regardless of the reason why the consumer did not use this credit.</p> <p>If the travel agency cancels the trip, the consumer is in principle entitled either to an equivalent alternative trip (other destinations, other dates ...), or to reimbursement of the sums paid.</p> <p>In this unprecedented period, tourism professionals are also authorized to offer a voucher for a minimum of 12 months.  Tour operators who are members of SETO (Syndicate of Tour Operational Companies) have decided that all trips until June 26 are postponed. To support tourism professionals in this crisis situation, the French government has authorized them to offer all consumers who cancel their trip between March 1 and September 15 inclusive, or whose trip would be canceled by the agency in this time, first one having an equivalent amount to the canceled trip. This credit can be used for an equivalent service for 18 months. If the credit is not used within this period, the consumer may obtain reimbursement for his trip.  <a href="https://www.europe-consommateurs.eu/fr/quels-sont-vos-droits/coronavirusquestions-reponses/">https://www.europe-consommateurs.eu/fr/quels-sont-vos-droits/coronavirusquestions-reponses/</a></p>	<p>From 1 March 2020 till 15 September 2020</p>

Germany	<p>Many courts accept travel warnings by the German Federal Foreign Office as an exceptional circumstance. How it will be with the coronavirus is still unclear.</p> <p>The consumer should negotiate with the tour operator and argue with "unavoidable extraordinary circumstances" or "force majeure", i.e. events that were not foreseeable at the time of booking. With this argument it should normally be possible to cancel the trip free of charge.</p> <p>However, it is essential that this is the case at the time of travel. If the trip is only planned in a few weeks or months, the consumer cannot rely on a free cancellation.</p> <p>If the consumer cancels early, the cancellation costs are usually lower. If he/she waits, the following cases are possible:</p> <ul style="list-style-type: none"> <li>• The trip is taking place. This means that the situation has calmed down so that the consumer can start the travel. In this case, everything remains the same.</li> <li>• The journey takes place, but the consumer no longer wants to travel. Then he/she must expect cancellation costs.</li> <li>• The trip will be cancelled by the tour operator. In this case the consumer will get the money back.</li> </ul> <p>If there is no more travel warning, it is the goodwill decisions of the tour operator whether the consumer can cancel free of charge or rebook the trip.</p> <p>If the consumer is unable to visit tourist attractions that form an essential part of the package tour or if there are major changes to the itinerary, this may also be a reason for a free cancellation.</p> <p>In any case, if the tour operator cancels the package tour on his own initiative, he must refund the price of the tour.</p> <p>In some cases, tour operators' offers vouchers instead of a refund in case of cancellation. According to German law, the consumer does not have to accept the voucher if he/she had the right to cancel free of charge.</p> <p>If the tour operator offers the voucher as a gesture of goodwill, the voucher can be a solution. With a voucher the consumer is not necessarily protected against the insolvency of the tour operator.</p> <p><a href="https://www.evz.de/en/travelling-motor-vehicles/travel-law/coronavirus.html">https://www.evz.de/en/travelling-motor-vehicles/travel-law/coronavirus.html</a></p> <p>In Germany, all trips are suspended until June 14. If the consumer wanted to travel before June 14, he /she can in principle claim reimbursement of the amounts paid. But many tour operators currently offer a credit note on a future trip. For journeys beyond June 14, if the suspension period is not extended, the consumer cannot in principle cancel them for free.</p> <p>Note: Consult the cancellation fees mentioned in the contract and contact the German tour operator because many of them offer a carry-over free of charge of their trip.</p> <p><a href="https://www.europe-consommateurs.eu/fr/quels-sont-vos-droits/coronavirusquestions-reponses/">https://www.europe-consommateurs.eu/fr/quels-sont-vos-droits/coronavirusquestions-reponses/</a></p>		
Greece		<p>It is recommended the use of vouchers for holidays that have been canceled due to the Coronavirus. The voucher has to be valid for at least 12 months. The voucher has to have a guarantee system to ensure that in the event of insolvency of the voucher issuer, the consumer is compensated.</p> <p>Consumers who ultimately do not use the coupons will be automatically reimbursed up to 14 days after the end of the validity period. For vouchers that are valid for more than one year, consumers should be able to request a full refund up to 12 months after the vouchers are issued, according to the document.</p> <p>Consumer associations at all levels are encouraging travelers to accept coupons instead of money refund. However, the law protecting consumers regarding their travel rights is not suspended and the new directive is not legally binding, which means that it is up to the consumer to accept a voucher or full refund.</p> <p><a href="https://www.ert.gr/featured/systasi-gia-voucher-me-kratiki-egyysi-apo-tis-aeroporikes-enanti-akyroseon/">https://www.ert.gr/featured/systasi-gia-voucher-me-kratiki-egyysi-apo-tis-aeroporikes-enanti-akyroseon/</a></p>	From 25 February to 30 September 2020

Hungary		<p>The government has issued a new decree on travel cancellations due to the coronavirus. According to an entry in the Magyar Közlöny (<a href="https://magyarkozlony.hu/dokumentumok/bd52d38038b085b5ffdebc8a1798ca3e73e433cb/megtekintes">https://magyarkozlony.hu/dokumentumok/bd52d38038b085b5ffdebc8a1798ca3e73e433cb/megtekintes</a>), if it is impossible to fulfill the travel contract concluded by the consumer by 31 August 2020 due to the Corona virus on the side of the travel agency (e.g. if the agency is forced to cancel the trip because the hotel does not accept the epidemic passengers, the flight was canceled by the airline, etc.), then:</p> <ul style="list-style-type: none"> <li>• the travel agency may issue a voucher (also known as a voucher) redeemable until 31 August 2021 instead of reimbursing the full fee or advance paid,</li> <li>• which the traveler may declare its acceptance within 15 days,</li> <li>• but if the traveler does not accept the voucher or simply does not make a statement, the travel service provider is obliged to refund any money paid.</li> </ul> <p>The traveler cannot suffer material damage even if he does not use it before the expiration date of the coupon. In this case, either the travel service provider agrees on the extension or the service provider refunds the money within 14 days.</p> <p>If the traveler decides that he or she does not want to travel in the light of the pandemic, he or she can still cancel the contract with the payment of a penalty payment under the general terms and conditions of the travel agency concerned. The new government decree does not provide for the full reimbursement of the participation fee for such termination.</p> <p>The period of validity of the regulation is unclear. The document states, on the one hand, that the new rules are now in place and that this practice will last until the end of the emergency. However, the part that lasts until the end of the emergency only takes effect on the fifteenth day after its promulgation, which is June 11.</p> <p><a href="https://mfor.hu/cikkek/szemelyes_penzugyek/uj-rendelet-az-utazasi-irodaknak-kotelezo-visszafizetni-a-penz-ta-a-vendeg-ugy-akarja.html">https://mfor.hu/cikkek/szemelyes_penzugyek/uj-rendelet-az-utazasi-irodaknak-kotelezo-visszafizetni-a-penz-ta-a-vendeg-ugy-akarja.html</a></p>	Travel contract concluded by the customer by 31 August 2020. The period of validity of the regulation is unclear.
Iceland	<p>The package travel act (<a href="https://www.althingi.is/altext/stjt/2018.095.html">https://www.althingi.is/altext/stjt/2018.095.html</a>) is applied.</p> <ul style="list-style-type: none"> <li>• Trip canceled: If the consumer has purchased a package tour, he/she always has the right to cancel it, at any time before the trip starts. The seller of the package tour is, however, entitled to withhold a fee or confirmation fee in accordance with the terms of the tour. This is an exception if there are unusual and uncontrollable conditions at the destination or in the immediate vicinity. Unusual and uncontrollable circumstances can be, for example, the spread of epidemics or diseases that have a decisive effect on travel to the relevant places. In these cases, the tourist is entitled to a full refund. These conditions need to be assessed in each case based on the situation at the travel destination. The travel agency must refund the price of the trip within 14 days of cancellation. It can be concluded that if the health authorities generally warn against travel to the place in question or if a travel ban is in force.</li> <li>• If the consumer has purchased a package tour and the travel agency decides to cancel it, the consumer is entitled to a full refund. The travel agency must reimburse the price of the trip within 14 days of the cancellation of the trip.</li> <li>• The Consumer Agency monitors the provisions of the Package Travel Act regarding the cancellation of a package trip. <a href="https://www.ferdamalastofa.is/is/um-ferdamalastofu/frettir/upplysingar-um-rettindi-ferdafolks-vegna-covid-19">https://www.ferdamalastofa.is/is/um-ferdamalastofu/frettir/upplysingar-um-rettindi-ferdafolks-vegna-covid-19</a></li> </ul>	<p>However the Ministry for Foreign Affairs has issued a travel advice, the consumer is entitled to a full refund if the trip is / was scheduled to start from Iceland before the final date of the travel advice and the consumer booked the trip before the Ministry of Foreign Affairs issued the travel advice.</p> <p>According to the same advice, the consumer is entitled to a partial refund for those aspects of her/his trip that have been disrupted or canceled by the travel agency before departure from Iceland or after departure.</p> <p>In the event the Consumer wants to change the travel plans after leaving home, he/she should contact his/her insurance company as this is not reimbursed by the travel agency. They will advise the consumer on all costs associated with new ticket purchases as well as other unused items in the same booking. If the consumer wants to change or cancel a future travel plans that are scheduled to take place after the Foreign Ministry's travel advice, the consumer is not entitled to a full refund under current law (EU package travel regulation). However, it is possible that the consumer may be entitled to a refund from his/her insurance company.</p> <p>For example the travel agency "Kilroy" is warning the Consumer due to this unusual situation, the processing time for refunds will be longer than 14 days (as required by the Package Travel Act). The consumer can expect a 30-90 day turnaround time from the time he/she submits the refund application. This deadline is based on the advice of the authorities, who have approved the number of requests that the tourism industry is currently processing.</p> <p><a href="https://www.kilroy.is/blogg/covid-19-endurgreidsla-a-pakkaferdum">https://www.kilroy.is/blogg/covid-19-endurgreidsla-a-pakkaferdum</a></p>	Not specific dates were found

Ireland		<p>Legal provisions were enacted on 19 June 2020 by the Irish Government to ensure that special Covid-19 refund credit notes issued by Irish-licensed travel agents and tour operators will be protected by a state guarantee, in the event that the issuer becomes insolvent and goes out of business.</p> <p>The Department of Business, Enterprise and Innovation and the Department of Transport, Tourism and Sport have issued updated guidance on the right of travelers to terminate package travel contracts due to the unavoidable and extraordinary circumstances resulting from the COVID-19 outbreak on 26 May 2020</p> <p>As the Government Roadmap of 1 May 2020 envisages no lifting of the restriction on overseas travel before 20 July 2020, travelers will have the right to terminate package travel contracts due to start before this date on the ground of unavoidable and extraordinary circumstances resulting from Covid-19 and to receive a full refund of payments made for the package. While the performance of some packages due to start after this date is likely to be affected also by unavoidable and extraordinary circumstances resulting from Covid-19, there may be other packages where this is not the case and where the right to terminate the contract and to receive a full refund of the price will not apply. This will depend on Government health and travel advice and other relevant factors as these apply to particular packages at the time of their performance.</p> <p>The Government has introduced a short-term, emergency measure called a Refund Credit Note, which can be issued by travel agents and tour operators licensed by the Commission for Aviation Regulation, to their consumers where a booking has been cancelled due to Covid-19 travel restrictions. By voluntarily accepting a Refund Credit Note will allow the consumer to book another holiday in the future with the travel agent/tour operator and has important protections for the consumer. The Refund Credit Note has been established by the Transport (Tour Operators and Travel Agents) Act 1982 (Disbursements from Fund) Regulations 2020. The value of the Refund Credit Note must be equal to the amount paid for the original booking, or less than the amount paid, where a part cash refund has previously been given. The value of the Refund Credit Note will also take account of any vouchers provided by airlines to the consumer for travel that forms part of the package.</p> <p>Refund Credit Notes provided by tour operators and travel agents are guaranteed against insolvency in the same way as payments for package holidays. The Commission for Aviation Regulation is responsible for checking that this protection is in place, so if a tour operator or travel agent ceases to trade the Refund Credit Note is evidence of the package travel refund due and is financially protected. Therefore, in choosing to accept a Refund Credit Note as full or part reimbursement for a cancelled package travel booking, the consumer can be assured that the value of the Note is fully secure.</p> <p>Consumers who agree to accept a Refund Credit Note for a booking cancelled as a result of Covid-19 travel restrictions will receive from their travel agent or tour operator an email or paper document within 14 days of acceptance of the Note. The Refund Credit Note will expressly identify the consumers' original package travel booking, with relevant booking details and booking reference. The Refund Credit Note is valid for 24 months from date of issue. This means that the consumer must use the RCN to book a holiday with the agent/operator within the next 24 months for future travel. At the end of the 24 months the consumer will be entitled to the full cash refund or remaining balances. The travel agent or tour operator must contact consumers who hold a Refund Credit Note no less than 4 weeks before expiry to advise them to use it or redeem it for cash. It is expected that the tour operator/travel agent will make their best endeavors to provide the cash refund no later than 14 days after your request. If for any reason it, notwithstanding the best efforts of a travel agent or tour operator to make good on the cash refund upon expiry, the consumer's right to redeem the outstanding value of the RCN for cash extends to any point in the future after the expiry date and the value of the Note remains protected.</p> <p>The Refund Credit Note can also be redeemed for its value in cash 9 months from date of issue, provided it has not been used to book an alternative holiday. The Refund Credit Note is transferable to another person, and travel agents and tour operators must facilitate this transfer free of any charges. If the consumer chooses a package holiday of lower value than that of the Refund Credit Note, the travel agent or tour operator must issue a new Refund Credit Note for the value of the remaining balance. The new RCN must reference the original RCN so that a full reconciliation is possible. The validity date will remain the same as the original RCN, and so too will cash redemption entitlements.</p> <p>The Refund Credit Note must not include any other value offered as a rebooking incentive or any other offer. Please note that any such extra offers are not covered by any scheme of financial protection and must be documented or itemized separately by the travel agent or tour operator. Such offers, once redeemed, will not form part of the protected value of the new booking. It is strongly advised as well as keeping the Refund Credit Note that the consumer keeps all previous booking documentation including booking confirmations and proofs of payment until you receive your refund or return from your new holiday</p>	package travel takes before 29 March 2020
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		<p>proofs of payment until you receive your refund or return from your new holiday</p> <p><a href="https://www.eccireland.ie/irish-government-to-provide-insolvency-protection-for-credit-notes/">https://www.eccireland.ie/irish-government-to-provide-insolvency-protection-for-credit-notes/</a></p>	
Italy		<p>The conversion of the CURA ITALIA decree into law has led to substantial changes in the reimbursement discipline, including among the hypotheses in which the price of the trip / package travel/ stay can be reimbursed via voucher also the cancellation of the trip, stay or package travel made by the carrier's accommodations and organizers. For cancellations made by professionals before April 30, the date of entry into force of law no. 27/2020, the European regulations relating to the rights of passengers in transport and the Tourism Code, has to be reviewed</p> <p>In light of law of 24 April 2020 n. 27 ( conversion law of the decree law 17 March 2020 n.18 so-called CARE ITALY, in force since 30 April 2020) the trips to be made for tourism purposes, may be canceled and will give the right to receive a refund within the times and in the manner established by law no. 27/2020 above as regards transport, stays and booked package travels. It is therefore recommended, if the consumer is forced to cancel a trip / stay / package travel, to immediately contact the carrier, the structure or the organizer, if the booking was made through an agency, the latter.</p> <p>1. I purchased a package travel but I am forced to give up, what are my rights? In the event that the traveler is unable to leave due to an express provision from the authority or because he is in quarantine with active surveillance or in fiduciary domicile with active surveillance, and therefore has to renounce the trip, he can withdraw from the package travel contract. The organizer can offer the traveler a replacement package of equivalent, higher or lower quality with a refund of the difference in price in cash, can provide a cash refund or can issue a voucher (to be used within one year of issue) for an amount equal to refund due. It is the organizer who can choose between a replacement package, a cash refund or a voucher. How long will it take to receive the refund / voucher? First of all, it is necessary to communicate to the organizer the impossibility to travel; this communication must be made within 30 days of the cessation of the preventive cause, attaching the package contract. Within 30 days of the communication, the carrier must proceed with the refund or issue the voucher.</p> <p>2. I purchased a tour package but the agency / organizer canceled it due to the ongoing health emergency. What are my rights? If it is the organizer to cancel / cancel the package, the consumer is entitled to a refund or a replacement package of equivalent or higher or lower quality with a refund of the difference in price in cash or to a voucher (to be used within one year of issue ); the choice is left to the organizer. Law 24 April 2020 n. 27 in fact provides that the voucher fulfills the reimbursement obligations and does not require any form of acceptance by the recipient. How long will it take to receive the refund / voucher from the agency? The refund will be paid and the voucher will be issued as soon as the refunds or vouchers have been received by the individual service providers and in any case no later than sixty days from the expected date of commencement of the trip.</p> <p>3. I gave up on the package travel that I had booked; the tour operator has decided to issue a voucher for the price of the holiday, but I have not yet paid the bill in full. Do I have to pay everything before I receive the voucher? No; the traveler is not required to proceed with the balance and is entitled to a refund of the sums already paid. If the consumer has paid a deposit equal to 15% of the total package price and he/she receives a voucher, the voucher amount must be equal to 15% of the total package cost.</p> <p>4. I booked a tour package with a tour operator based in another EU country but due to the Italian ban on traveling, I was unable to leave. Am I still entitled to a refund / voucher? We believe that in this case Italian citizens are entitled to reimbursement since the prohibition to travel / prohibition to enter a country, constitute an exceptional circumstance not attributable to the traveler which makes it impossible to use the service.</p>	In force since 30 April 2020

		<p>5. I booked a tour package for August - can I withdraw for free?  It is possible to cancel free of charge only trips for which an impossibility arises due to being in quarantine with active surveillance or in fiduciary residence with active surveillance or due to express measures adopted by the competent authorities. In August, this possibility will be effective only if the above impediments occur or if the prohibitions currently in force and in the countries of destination will be extended to include the respective dates of departure or stay. In the event that no medical impediment or restrictive measure such as to affect the execution of the package occurs, any withdrawal will be governed by the contractual conditions accepted at the time of</p> <p>6. I booked a package travel with departure at the end of September and for which I paid only a deposit. Now the organizer asks me to pay the balance - can I refuse to pay?  Since the journey is currently possible, the payment of the balance should be made because this is contractually required. Given the uncertainty of the situation and its continuous evolution, we recommend contacting the organizer in writing and checking the possibility of being able to postpone the payment of the balance.</p> <p><a href="https://www.euroconsumatori.org/82039d84027.html#gsc.tab=0">https://www.euroconsumatori.org/82039d84027.html#gsc.tab=0</a></p>	
Latvia	<p>No special legislation, however as a rule is indicated that passengers have the right to choose between vouchers or gift cards or cash compensation for canceled or package travel.</p> <p>If, due to unavoidable and extraordinary circumstances, it is necessary for the tour operator to change the dates of the travel, the tour operator must inform the traveler on time  The traveler has the right to:  1. accept the proposed changes  or  2. Terminate the Contract without paying any termination fee.</p> <p>If the traveler wishes to terminate the contract and the tour operator offers an alternative to package travel (such as a gift card, voucher, other travel offers), the traveler can agree to the offered solutions.</p> <p>If the traveler denies alternative offers and wants to terminate the contract, the traveler has a right to receive back all expenses.</p>		
Lithuania		<p>30 May 2020 in Lithuania came into force amendments to the Civil Code (the Civil Code of the Republic of Lithuania Amending Article 6.751 law no. 2956-XIII).</p> <p>According to the amendments to the Civil Code, money for missed trips must be returned to tourists no later than within 90 days from the end of the restrictions specified in the Law on Tourism, unless the tourist and the tour operator agree on other compensation options.</p> <p>These provisions of the law do not apply in all cases. The 90-day money back period is provided in case of war, emergency, mobilization, quarantine, emergency or when citizens of the Republic of Lithuania are prohibited from leaving Lithuania or citizens of other countries to enter Lithuania and therefore it is impossible for tour operators to fulfill the conditions of an organized tourist contract. The above provisions shall also apply to contracts of organized tourist trips concluded before the date of entry into force of this Law, according to which the trips did not take place due to the above-mentioned restrictions.</p> <p>In case of cancellation of an organized tourist trip, the consumer should first contact the tour operator and look for ways to postpone the organized tourist trip, change the direction or accept another offer of compensation (for example, choose a travel voucher). appropriate solution.</p> <p>Unless otherwise found, the consumer has the right to apply in writing to the tour operator to terminate the contract of the organized tourist trip and to refund the money paid for the trip without applying the termination fee.</p> <p>All money paid by or on behalf of a tourist must be returned no later than within 14 days from the date of termination of the organized tourist contract,</p>	Dated on 21 April 2020

		<p>The terms of the coupon, which is valid for 12 months, will be defined in the Tourism Act.</p> <p>The new provisions of the Law on Tourism adopted by the Seimas provide tour operators with an opportunity to offer tourists an alternative - a coupon, the value of which will have to be not less than the amount of money paid for the failed trip.</p> <p><a href="https://www.vz.lt/paslaugos/2020/04/21/seimas-prite-prezidento-veto-pinigu-uz-neivykusias-keliones-turi-buti-grazinti-per-14-dieniu#ixzz6Sk7c4EhT">https://www.vz.lt/paslaugos/2020/04/21/seimas-prite-prezidento-veto-pinigu-uz-neivykusias-keliones-turi-buti-grazinti-per-14-dieniu#ixzz6Sk7c4EhT</a></p> <p><a href="http://www.vvtat.lt/informacija-varotojams-koronaviruso-laikotarpiu/677/keiciasi-pinigu-uz-neivykusias-keliones-grazinimo-terminas:1474">http://www.vvtat.lt/informacija-varotojams-koronaviruso-laikotarpiu/677/keiciasi-pinigu-uz-neivykusias-keliones-grazinimo-terminas:1474</a></p>	
Luxembourg	<p>The special rule in case of cancellation of package travel is no longer in force. The regular legislation states that if there is a cancellation by the trader, the consumer may be entitled to receive a refund. It is always necessary to review the terms and conditions of the contract. According to current legislation, if there is a right to a refund, this should be made within 14 days of the termination of the contract.</p>	<p>On 27 March 2020, the Gran-Ducal gave a special Regulation on the provisional suspension of the effects of cancellation in respect of package travel in the context of coronavirus. The regulations stated that: due to the Covid-19 situation, many passenger trips have been cancelled. These cancellations may result in claims for reimbursement of advances paid by consumers in connection with the cancellation of their package travel contract. According to regular legislation, this refund should be made within 14 days of the termination of the contract. Against this background, the Luxembourg Government has decided to temporarily suspend the effects of the termination of package travel contracts during the state of crisis.</p> <p>This exceptional measure merely postpones the reimbursement of consumer advances.</p> <p><a href="https://guichet.public.lu/en/actualites/2020/mars/28-coronavirus-suspension-provisoire-effets-resiliation-voyage-forfait.html">https://guichet.public.lu/en/actualites/2020/mars/28-coronavirus-suspension-provisoire-effets-resiliation-voyage-forfait.html</a></p> <p>In Luxembourg the state of crisis ended on 24 June. The special regulation is not more in force.</p>	
Malta	<p>The Package Travel and Linked Travel Arrangements Regulations are in force. The Regulations provide for a traveler's right to terminate package travel contracts 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. In the event of termination of the package travel contract under this paragraph, the traveler shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.</p> <p>Conversely, the Regulations also provide that an organizer of a package may terminate the package travel contract and provide the traveler with a full refund of any payments made for the package, but shall not be liable for additional compensation, if certain conditions are met, including (but not only) if the organizer is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveler of the termination of the contract without undue delay before the start of the package.</p> <p>In both the above-mentioned instances, when either the traveler or the organizer opts to cancel the package, the organizer is, as general rule, obliged to refund the traveler within 14 days after the package travel contract is terminated.</p> <p><a href="https://www.lexology.com/library/detail.aspx?g=1e2ef21d-e972-4226-9263-14710ad9c157">https://www.lexology.com/library/detail.aspx?g=1e2ef21d-e972-4226-9263-14710ad9c157</a></p> <p>However due the Covid-19, a special amendment to these regulations was established by the government.</p>	<p>The L.N. 80 of 2020 (<a href="http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lp&amp;itemid=30007&amp;l=1">http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lp&amp;itemid=30007&amp;l=1</a>) introduces an amendment to the Package Travel and Linked Travel Arrangement Regulations (S.L.409.19). The amendment temporarily extends a time limit imposed on organizers of travel packages to pay refunds for cancellations from 14 days after cancellation, to 6 months after cancellation; this in respect of any refund required as a result of termination of package travels when such termination occurred or occurs between the 1st of March 2020 and 31st May 2020 (both dates included).</p> <p><a href="https://www.lexology.com/library/detail.aspx?g=1e2ef21d-e972-4226-9263-14710ad9c157">https://www.lexology.com/library/detail.aspx?g=1e2ef21d-e972-4226-9263-14710ad9c157</a></p>	From 1st of March 2020 to 31st May 2020
Netherlands	<p>If the consumer would like to rebook or cancel her/his package travel due to a negative travel advice and he/she has not yet left, has to contact the tour operator and ask if he/she can change, rebook or cancel the trip free of charge. The free rebooking of a package travel in case of a negative travel advice (code orange or red) is often not a problem. .</p> <p>Cancellation insurance</p> <p>If the consumer can't rebook or cancel the package travel free of charge, then has to see if he/she can appeal to the cancellation insurance. For most insurers, a negative travel advice or virus outbreak is not a valid reason for cancellation, but there are exceptions. The consumer has to see whether the cancellation insurance covers any exceptions in the policy conditions of the insurer.</p> <p>If a tour operator cancels a package travel, for example because of an increased risk of corona infection, the consumer is entitled to a modified holiday, rebooking, or a refund of your money if he/she wants to cancel the holiday.</p> <p><a href="https://www.eccnederland.nl/en/help/tourism-and-transport-europe/coronavirus-and-travel-what-you-need-know">https://www.eccnederland.nl/en/help/tourism-and-transport-europe/coronavirus-and-travel-what-you-need-know</a></p>	<p>Corona voucher (<a href="https://www.sgr.nl/news/sgr-en-anvr-corona-voucher-bij-annulering-of-omboeking/">https://www.sgr.nl/news/sgr-en-anvr-corona-voucher-bij-annulering-of-omboeking/</a>)</p> <p>If the consumer has booked a package travel with a travel organization that is a member of SGR (Stichting Garantiefonds Reisgelden, Travel Guarantee Fund Foundation) and the trip is cancelled due to the coronavirus, then the consumer will temporarily receive a corona voucher offer. The consumer can use this voucher to book the original trip again at a later time and still go on holidays. He/she can also be sure that the amount paid for the holiday is safe if the travel organization gets into financial difficulties.</p> <p><a href="https://www.eccnederland.nl/en/help/tourism-and-transport-europe/coronavirus-and-travel-what-you-need-know">https://www.eccnederland.nl/en/help/tourism-and-transport-europe/coronavirus-and-travel-what-you-need-know</a></p> <p>This voucher is valid for one year. This initiative is supported by the Dutch authorities, who, however, assure that the consumer can request a refund if he/she has not used this voucher after the expiration of this one-year period.</p>	

Norway		<p>A temporary regulation which extends the time by which package holiday companies must refund customers in the event of a cancellation from 14 days to 3 months came into force on 26 April. The regulation means that the travel operator has 3 months to refund the purchase cost of package holidays canceled in the period 1 March to 14 June. The start date of the 3-month period is the date the holiday was canceled.</p> <p>If the operator goes bankrupt, the consumer can claim a refund of what he/she paid for the holiday from the Norwegian Travel Guarantee Fund. The fund will make payment within 14 days after receiving all the necessary documentation. In the event of big and numerous bankruptcies it may take a little longer.</p> <p><a href="https://www.forbrukerradet.no/advice-regarding-the-corona-virus-pandemic/">https://www.forbrukerradet.no/advice-regarding-the-corona-virus-pandemic/</a></p>	From 26 April 2020
Poland		<p>On March 31, the President of the Republic of Poland signed a package of laws called the Anti-Crisis Shield: <a href="http://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU2020000374/U/D20200374Lj.pdf">http://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU2020000374/U/D20200374Lj.pdf</a></p> <p>The Anti-Crisis Shield legislation amended the rules for travelers to withdraw from package travel contracts and for tour operators to terminate them, provided that such withdrawal or termination is directly linked to the SARS-CoV-2 outbreak. The standard rules, according to which the client could only receive a refund of already incurred payments, have been replaced with more specific arrangements aimed at striking a balance between the parties' interests. According to the Anti-Crisis Shield legislation, withdrawals and terminations will become effective after a notice period of 180 days. The parties will also have the right not to withdraw from or terminate the agreement if the traveler receives a voucher for future travel arrangements (not later than one year from the scheduled date of the suspended event). The value of the voucher cannot be lower than the value of the suspended package.</p> <p><a href="https://www.allenoverly.com/en-gb/global/news-and-insights/publications/covid-19-coronavirus-competition-and-consumer-protection-in-poland">https://www.allenoverly.com/en-gb/global/news-and-insights/publications/covid-19-coronavirus-competition-and-consumer-protection-in-poland</a></p> <p>Postponement by 180 days of the effectiveness of a traveler's withdrawal from a package holiday contract or termination of such a contract by the tour operator: In practice, this translates into postponing the deadline for a refund of payment by the tour operator. Previously, the tour operator had to make the refund within 14 days of the termination of the contract. Alternatively, the traveler may accept the tour operator's offer of a voucher for the package holiday to be used in the future, within a year of the date on which the original trip was to take place.</p> <p>Withdrawal from or termination of the contract must be directly related to the outbreak of the SARS-CoV-2 epidemic. The traveler's explicit consent is necessary to issue the voucher. The voucher is to enable a significant amendment to the terms of the contract between the parties by indicating e.g. a new destination, travel period, etc.</p> <p>Tour operators should implement relevant procedures for accepting customers' statements of withdrawal from the contracts, as well as for offering customers vouchers for the package holiday to be used in the future.</p> <p><a href="https://cms.law/en/media/local/cms-cmno/files/publications/publications/anti-crisis-shield-english-version">https://cms.law/en/media/local/cms-cmno/files/publications/publications/anti-crisis-shield-english-version</a></p>	From 1 April 2020

Portugal		<p>On April 23, Decree-Law no. 17/2020 (<a href="https://dre.pt/web/guest/pesquisa/-/search/132332504/details/maximized">https://dre.pt/web/guest/pesquisa/-/search/132332504/details/maximized</a>) was published, which establishes precisely the exceptional and temporary measures related to the tourism sector, within the scope of the new coronavirus pandemic.</p> <p>It is through this legislation that dates are established for travel rescheduling, use of vouchers, and in some specific situations, the full refund of the amount paid.</p> <p>The legislation clarifies that those who saw their trip organized by travel agencies or tourism canceled in the period between March 13 and September 30, 2020 due to the outbreak of the Covid-19 pandemic, are entitled to:</p> <ul style="list-style-type: none"> <li>- A voucher of equal value to the payment made: This voucher is issued at the order of the bearer and can be used by the consumer who paid for the trip or by someone else.</li> <li>- The voucher is valid by law until December 31, 2021 and if the consumer does not use it he/she is entitled to a refund of the amount paid in 14 days.</li> <li>- Trip rescheduling: All consumers can reschedule canceled trips, as long as they do it by December 31, 2021.</li> <li>- Full refund of the amount paid to unemployed: Unemployed people who can prove it can request a refund of the amount until September 30, 2020.</li> </ul> <p>If the agencies are in bankruptcy, it is possible to activate the travel and tourism guarantee fund. To do this, the consumer must send a request to Turismo de Portugal. The consumer can apply for the guarantee fund provided by the APAVT, Portuguese Association of Travel and Tourism Agencies and wait for it opinion.</p> <p><a href="https://www.dinheirovivo.pt/financas-pessoais/viagem-cancelada-saiba-se-tem-direito-a-reembolso/">https://www.dinheirovivo.pt/financas-pessoais/viagem-cancelada-saiba-se-tem-direito-a-reembolso/</a></p>	Trips scheduled from March 13 to September 30, 2020
Romania	<p>If the consumer has booked or purchased a package of travel services (a combination of at least two different types of travel services, for example, transport and accommodation), the execution of which has not yet begun, he/she can cancel the trip without penalty conditions. According to art. 13, paragraph (3) of GO no. 2/2018, this is possible only in the case of "unavoidable and extraordinary circumstances that occur at the place of destination or in its immediate vicinity and that significantly affect the execution of the package or that significantly affect the transport of passengers to the destination". For example, it may be the impossibility to benefit from transport and accommodation due to restrictions, limitations or suspensions imposed by the authorities for the means of transport (air, land or water), respectively the closure or suspension of the activity of the tourist reception unit. At the same time, in this situation the consumer can get a full refund of any payment.</p> <p>If the consumer wishes to request a postponement of the trip for a date subsequent to the end of the pandemic period and its effects or he/she wishes to request the cancellation of the trip and the refund of the amounts paid, it is recommendable that consumer makes a written request to the operator.</p> <p><a href="http://turism.gov.ro/web/2020/04/23/importan-t-informatii-referitoare-la-reprogramarea-anularea-calatoriilor/">http://turism.gov.ro/web/2020/04/23/importan-t-informatii-referitoare-la-reprogramarea-anularea-calatoriilor/</a></p>		

Slovakia

Supplementing Act No. 170/2018 Coll. on tours, related tourism services, certain conditions of business in tourism and on amendments to certain laws as amended by Act no. 119/2019 Coll.  
Act no. 170/2018 Coll. is supplemented as follows:  
§ 33a - Transitional provisions related to the emergency situation concerning COVID-19  
(1) If, due to an emergency situation due to COVID-19 in the Slovak Republic or a similar situation at the destination or at any point of the itinerary, it is not possible to provide the passenger with the basic features of tourism services under the tour contract, the travel agency is entitled to the passenger.  
a) propose an amendment to the trip contract; or  
b) send a notice of an alternative trip if the passenger does not accept the proposed amendment to the trip contract in accordance with point (a).  
(2) If the passenger accepts the change of the trip contract according to paragraph 1 (a) and the price of the trip which is the subject of the amendment to the trip contract is different from the amount of payments received under the trip contract, the Contracting Parties shall offset the difference between the price of the trip which is the subject of the amendment to the trip contract and the amount of payments received on the basis of a travel contract.  
(3) The notice of the alternate trip shall be in writing and shall be delivered on a durable medium in the manner in which the trip contract was delivered to the passenger, unless the parties have agreed otherwise. The alternative trip notification shall contain in particular information on  
a) the amount of payments received under the trip contract,  
b) the fact that the basic features of tourism services contained in the tour contract may be changed in agreement with the passenger during the alternative tour,  
c) the passenger's right to assign the tour contract pursuant to Section 18.  
(4) A passenger who has concluded a trip contract is entitled to refuse a substitute trip in writing within 14 days from the date of delivery of the notice of the substitute trip, if  
a) during an emergency situation due to COVID-19 in the Slovak Republic included in the register of job seekers, which is evidenced by a written notification of its inclusion in the register of job seekers,  
b) a self-employed person or a limited liability company which has been granted a financial contribution under a project to support the maintenance of employment in connection with the declaration of a state of emergency, state of emergency or emergency and its consequences, as evidenced by the acknowledgment of that contribution,  
c) a single parent who has been granted the right to a pandemic hospital, as evidenced by a certificate of entitlement to that hospital and a solemn declaration that he or she is a single parent, or  
d) a person pregnant on the day of delivery of the notice of the alternative trip, as evidenced by a medical certificate,  
e) a person aged 65 and over, as evidenced by the date of birth in an identity card or other similar proof of identity.  
(5) A passenger who has entered into a tour contract shall be entitled to refuse a substitute tour in writing within 14 days from the date of receipt of the substitute tour notice if at least one of the passengers specified in the tour agreement is covered by one of the situations referred to in paragraph 4.  
(6) If the passenger who has concluded the trip contract refuses a substitute trip in accordance with paragraph 4, the travel agency shall return all payments received under the trip contract without payment of the severance pay, without delay, but no later than 14 days from the date of delivery of the refusal.  
Alternative trip: If a passenger who has concluded a trip contract partially refuses a substitute trip in respect of one or more passengers from one trip contract in accordance with paragraph 5, the travel agent shall reimburse the payments received under the trip contract without payment of the severance pay corresponding to the participants without delay, but no later than within 14 days from the date of delivery of the partial refusal of the substitute tour.  
(7) The travel agency is obliged to agree with the passenger on the provision of a substitute trip no later than

		<p>31 August 2021.</p> <p>(8) If the price of the alternative trip is different from the amount of payments received under the trip contract, the parties shall settle the difference between the amount in the alternative trip notification and the price of the alternative trip within 14 days of the travel agency and the passenger agreeing to provide a replacement trip.</p> <p>(9) If the travel agency does not agree with the passenger on the provision of a substitute trip by 31 August 2021, it shall withdraw from the trip contract and shall reimburse the passenger for any payments received under the trip contract, without delay, but no later than 14. September 2021.</p> <p>(10) If the passenger or travel agency withdrew from the trip contract in the period from 12 March 2020 until the entry into force of this Act pursuant to § 21 par. 2 or par. 3 letter b) and a travel agency on the basis of withdrawal from the contract according to § 21 par. 2 or par. 3 (b) does not reimburse the passenger for all payments received under the travel contract, the procedure laid down in paragraph 1 shall apply.</p> <p>(11) If the passenger withdraws from the trip contract pursuant to § 21 par. 1, if the severance pay has not been settled, paragraph 1 shall apply.</p> <p>(12) If, despite the extraordinary situation due to COVID-19 in the Slovak Republic or a similar situation at the destination or at any point of the tour route, it is possible to provide a tour under the tour contract and the passenger does not agree to provide the tour, he is obliged to inform the travel agency in writing no later than 30 days before the start of the trip; the first 30 days from the effective date of this Act no later than 15 days before the start of the tour. The travel agency is obliged to send the passenger a notice of an alternative trip pursuant to paragraph 3 to the passenger within 14 days from the date of delivery of the information pursuant to the first sentence and to proceed pursuant to paragraphs 7 to 9; the provisions of paragraphs 4, 5 and 6 shall not apply.</p> <p>(13) During an emergency situation due to COVID-19 in the Slovak Republic or a similar situation at the destination or at any point of the itinerary, the travel agency is not entitled to demand payment of the tour price from the passenger; this does not apply if the passenger accepts the change of the trip contract according to paragraph 1 letter. a).</p> <p>(14) Bankruptcy protection, which applies to a tour contract, shall apply to the same extent to a tour contract even after it has been amended or after an alternative tour notice has been sent".</p> <p><a href="https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/2020/136/">https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/2020/136/</a></p>	
Slovenia		<p>In Slovenia, the Act Amending the Covid-19 Epidemic Intervention Measures Act and Mitigating its Consequences for Citizens and the Economy (ZIUZEOP-A) came into force on 30 April , according to which Slovenian package travel providers are allowed to issue securities vouchers. (<a href="https://www.uradni-list.si/glasilo-uradni-list-rs/vsebina/2020-01-0901/zakon-o-spremembah-in-dopolnitvah-zakona-o-interventnih-ukrepih-za-zajezitev-epidemije-covid-19-in-omilitev-njenih-posledic-za-drzavljanse-in-gospodarstvo-ziuzeop-a">https://www.uradni-list.si/glasilo-uradni-list-rs/vsebina/2020-01-0901/zakon-o-spremembah-in-dopolnitvah-zakona-o-interventnih-ukrepih-za-zajezitev-epidemije-covid-19-in-omilitev-njenih-posledic-za-drzavljanse-in-gospodarstvo-ziuzeop-a</a>)</p> <p>Securities are defined in Article 43 of the Act, which introduces 2 additional articles - Articles 101a (securities) and Article 101b (costs of return or travel through the Republic of Slovenia).</p> <p>Summary of Article 101a:</p> <ul style="list-style-type: none"> <li>• The tour operator fulfills its obligation to refund payments if it issues an equivalent security to the consumer.</li> <li>• The security is issued in the name of the bearer, it allows redemption within 24 months of issue; if the consumer does not use the security, he may, after 24 months and within 14 days, request the organizer to refund the amount in the value of the security within 14 days of receiving the request.</li> <li>• The issued security is subject to a guarantee for the refund of all payments made by or on behalf of the consumer, if individual travel services are not performed due to liquidity problems of the tour operator.</li> <li>• The issued voucher is guaranteed by the travel organizer with all his property.</li> <li>• The security may be rejected by the consumer and a refund of all payments may be made if the consumer does not agree with the security offered. The tour operator shall return all payments to the consumer within 12 months of the end of the epidemic.</li> <li>• The measure also applies to all refunds from canceled package travel due to coronavirus before the entry into force of this Act.</li> </ul> <p><a href="https://www.epc.si/pages/si/pravice-potrosnikov/koronavirus/vavcerji-namesto-povracil.php">https://www.epc.si/pages/si/pravice-potrosnikov/koronavirus/vavcerji-namesto-povracil.php</a></p>	In force from 30 April 2020

Spain		<p>Royal Decree-Law 11/2020, of March 31, which adopts urgent complementary measures in the social and economic field to deal with COVID-19 brings important news regarding the cancellation of combined trips</p> <p>- Right to terminate certain contracts without penalty from consumers and users:</p> <p>Article 36 of the RDL 11/2020. It makes express mention of package tours and options for travelers who, due to the coronavirus, cannot be done.</p> <p>Regarding the combined trips canceled due to the Covid-19, it is stated that consumers are entitled either to the full refund of the amounts that have already been disbursed or to a voucher whose expiration will be one year and for the same identical amount to the refund that would have corresponded to the consumer if he/she had opted for the refund. In addition and here is one of the most important novelties of this Royal Decree Law, consumers who request the voucher, if after that year they have not used it, may request the organizer or retailer to return the payment in full.</p> <p>In other words, those who request the organizer of the trip the one-year expiration voucher but do not make use of it within the established period, have the right to request that they then reimburse the amount of said voucher.</p> <p>- Right to terminate the contract without penalty:</p> <p>The General Law for the Defense of Consumers and Users states in Article 160.2 that " when unavoidable and extraordinary circumstances occur in the destination or in the immediate vicinity that significantly affect the execution of the trip combined or to the transport of passengers to the place of destination, the traveler will have the right to terminate the contract before the start of the contract without paying any penalty. In this case, the traveler will be entitled to a full refund of any payment made, but not to additional compensation. "</p> <p>This means that travel organizers will not be able to financially penalize their clients who see their trips canceled due to the Covid-19 pandemic. For example, agencies may not charge a supplement or return only a percentage of the price already paid by the traveler in case of cancellation of trip due to coronavirus.</p> <p>- Cancellation of combined trips for coronavirus: the refund of money by the agency according to the last Royal Decree:</p> <p>In these cases, the Royal Decree establishes that the return by the agency or retailer will only proceed when the supplier or suppliers have in turn proceeded to return the amounts to the agency. This therefore gives rise to future problems between consumers, organizers and suppliers , since the retailer or trip organizer will return the money to travelers only if the supplier has previously paid, and this circumstance, as it is logical to deduce, is not something that the consumer knows.</p> <p>In cases where some suppliers make the disbursement and others do not, the consumer may request, according to this Royal Decree Law, the partial part that corresponds to the returns made by the supplier.</p> <p><a href="https://www.reclamador.es/blog/coronavirus-cancelacion-viajes-combinados-novedades-real-decreto/">https://www.reclamador.es/blog/coronavirus-cancelacion-viajes-combinados-novedades-real-decreto/</a></p>	
Sweden	<p>If the consumer has booked a package trip, he/she is protected by the Package Travel Act. He/she will then get the money back within 14 days. This applies to package tours with all different modes of transport - flights, trains, boats and buses. Also, the consumer can choose to rebook the trip to another occasion if the tour operator can offer it.</p> <p>The consumer can cancel a package tour and demand a full refund if there are extraordinary and unavoidable circumstances at the destination at the time of departure. To find out if there are such circumstances at the destination, the consumer can see if, for example, there is a spread of infection at the destination or if there is dissuasion from the Ministry for Foreign Affairs.</p> <p>It is important that the consumer clearly explains the circumstances that are the reason why he/she wants to cancel and get the money back for the trip.</p> <p><a href="https://www.hallakonsument.se/corona-dina-rattigheter/dina-rattigheter-som-konsument/coronaviruset-utrikes-resor/">https://www.hallakonsument.se/corona-dina-rattigheter/dina-rattigheter-som-konsument/coronaviruset-utrikes-resor/</a></p>	<p>The consumer has the right to get the money back when companies and organizers cancel trips due to the corona pandemic. This is stated by the General Complaints Board (ARN) in a number of new decisions. However, there may be circumstances that prevent the consumer from getting the full amount back.</p> <p>With regard to travel, ARN's decision states the following.</p> <ul style="list-style-type: none"> <li>• If an airline cancels a flight, the traveler is entitled to rebook or reimburse the entire cost of the trip in cash. Refunds through vouchers can only be made if the traveler accepts it in writing.</li> <li>• If a consumer himself cancels a scheduled flight due to the risk of spreading the infection to the destination, he is not entitled to a refund of the ticket cost if the booked ticket is not refundable.</li> <li>• The airline is responsible for reimbursing the ticket cost for a canceled scheduled flight even if the ticket was purchased through a travel agency.</li> <li>• A traveler has the right to cancel a package trip and get back the full cost of the trip if there is a great risk to human health at a destination. It is the consumer who must prove that there was such a risk.</li> <li>• If a package tour is canceled by the organizer, the traveler has the right to get back all the costs for the trip as soon as possible. This right cannot be waived.</li> </ul> <p><a href="https://www.konsumenteuropa.se/sv/Nyheter/nyheter/nyhetsarkiv-2020/corona-arn-slar-fast-ratt-till-aterbetalning/">https://www.konsumenteuropa.se/sv/Nyheter/nyheter/nyhetsarkiv-2020/corona-arn-slar-fast-ratt-till-aterbetalning/</a></p>	

United Kingdom	<p>If the holiday destination is on the Foreign and Commonwealth Office (FCO) list of places where travel is not advised, and the consumer has not yet travelled, he/she will be able to either move the date of the holiday, change the destination, or claim a refund from his/her holiday provider. This information only applies if the destination is on the FCO list. The consumers will have rights under the Package Travel Regulations to claim from the tour operator but this only applies to holidays booked as part of a package.</p> <p><a href="https://www.ukecc.net/node/280">https://www.ukecc.net/node/280</a></p>	
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