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Consumer information and education (Rule 62)

European Parliament resolution on general aspects of consumer protection policy and, in particular, consumer information and education with regard to the application of Directive 90/314/EEC (2001/2136(INI))

The European Parliament,

– having regard to Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours[1],

– having regard to the Commission's report of 5 November 1999 on the implementation of Directive 90/314/EEC on package travel and holiday tours in the domestic legislation of EC Member States (SEC(1999) 1800),

– having regard to Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts[2],

– having regard to its resolution of 31 March 1998 on improving safety, consumers' rights and trading standards in the tourism sector[3],

– having regard to the Consumers' in Europe Group Report CEG 98/16 as at 30 October 1998,

– having regard to the 2255th Council Meeting "Consumer Affairs" in Luxembourg on 13 April 2000,

– having regard to the Conclusions of the Expert Group Round Table on Package Travel Contracts,

– having regard to Rule 47(2) and to Rule 163 of its Rules of Procedure,

– having delegated the power of decision, pursuant to Rule 62 of its Rules of Procedure, to the Committee on the Environment, Public Health and Consumer Policy,

– having regard to the report of the Committee on the Environment, Public Health and Consumer Policy (A5-0463/2001),

A. whereas tourism is one of the economic and cultural activities with the best current results and future prospects in Europe,

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1 OJ L 158, 23.6.1990, p.59.
2 OJ L 95, 21.4.1993, p.29.
3 OJ C 138, 4.5.1998, p. 38.

B. whereas a main objective of the Directive has been to provide consumers with a single, easily accessible contract partner solely responsible for the whole package, a goal which is not generally met in practice in many Member States because of difficulties in consumers obtaining their rights,

C. whereas in many Member States, including the United Kingdom –which sends more of its inhabitants abroad on package holidays than any other EU country – complaints about package holidays have continued to rise sharply year on year; whereas, with 80% of the complaints in the UK being upheld by ABTA, the conclusion has to be that the Directive has failed to raise standards in the EU package travel industry sufficiently and has thereby failed consumers in its present form,

D. whereas a considerable number of provisions of this Directive allow for wide-ranging interpretation, thereby leading to very different approaches by different Member States,

E. whereas, in particular, the transposition of Article 7 into domestic legislation has revealed that the securities offered against travel organisers' or retailers' insolvencies vary considerably between Member States, as does the level of protection afforded to consumers,

F. whereas many package travel operators currently consistently deny responsibility for failures to deliver by airlines, hotels or other agents, even when such agents may be fellow subsidiaries of the same parent company,

G. whereas there are no rules for cancellations in the Package Travel Directive, and differing systems of consumer protection prevail in different Member States in this regard,

H. whereas the Directive is not applicable to air travel except when included in a package, despite increasing complaints by consumers in this regard,

I. whereas problems of unclear consumer protection may arise in the context of cross-border purchases of travel packages via the internet,

J. whereas package travel is often cross-border, and therefore consumer protection must be on a cross-border basis rather than be subsumed under the issue of subsidiarity,

K. whereas it is important that anomalies and omissions within this Directive are effectively addressed prior to the accession of candidate countries, lest such problems become magnified,

1. Recommends that the Directive be updated, widened in scope and deepened in application, and re-issued as a priority;

2. Calls for the current wide variations in interpretation by Member States to be significantly reduced, in order to give equally effective consumer protection throughout the EU;

3. Calls for European Court of Justice case-law to be taken into account and codified in the new directive;

4. Calls for a widening of scope of the Directive to recognise that the recent surge in low-cost airline and internet bookings have encouraged more consumers to book separate holiday components for themselves rather than buying complete packages; notes that it would be inappropriate for consumers to be more highly protected for package travel than for other leisure travel purchased in advance;

5. Suggests that one such improvement would be to allow for packages of less than 24 hours to be incorporated into the scope of the Directive;

6. Asks for the new Directive to state more clearly the legal consequences of neglecting the obligations concerning information and transparency;

7. Calls for better and perhaps more up-to-date definitions and clarifications of terms such as "inclusive price", "package", "pre-arranged" and "consumer";

8. Calls for greater clarity regarding the precise liability of organiser and/or retailer regarding failure to perform the contract, or for the improper performance of it, whether or not the operator and/or retailer has directly supplied the service in question;

9. Demands clearer and fuller compensation for consumers if the contract is cancelled by the organiser and/or retailer, with compensation for the organiser and/or retailer against clear evidence of loss;

10. Insists that the rights of consumers under national law must not be restricted by unfair exclusion clauses, or clauses that might make it more difficult for consumers to make claims for compensation;

11. Urges Member States to provide some form of government-guaranteed back-up fund, combined with bonds lodged by the travel operator concerned, in support of Article 7 standards of consumer protection; insist that consumers should not have to pre-fund their own repatriation in case of organiser and/or retailer insolvency;

12. Urges Member States to ensure that consumers are made more readily aware of their rights of redress under the law and how to claim these rights;

13. Notes that many consumer complaints still arise from consumer disappointment following misleading or incomplete information; calls for the minimum information standards to be reviewed, and applied to all descriptive or promotional material rather than just the holiday brochure itself;

14. Calls for the organiser and/or the retailer to be obliged to inform the consumer of any circumstances that he/she is aware of which might impact upon the enjoyment of the holiday (for example, ongoing construction work in the hotel, the immediate area and/or nearby);

15. Recommends that Article 4(2)(b), which requires that the terms of the contract be communicated to the consumer prior to the conclusion of the contract, be amended to require that the consumer should be given a copy of the organiser and/or the retailer's full booking confirmation/contract terms within seven days of the customer signing such a contract;

16. Calls for the organiser, pursuant to Article 4(5), to inform the consumer of any significant changes to the essential terms of the holiday no later than 14 days before the departure date;

17. Urges greater conformity by Member States to commonly agreed standards classifying accommodation, in order to avoid misleading and/or confusing consumers;

18. Urges tighter rules regarding single person supplements, which not only penalise single parents and older people, but perversely at times produce inferior accommodation;

19. Calls for more information to be provided regarding the accessibility of holiday accommodation to disabled consumers, with more common definitions of aspects such as wheelchair access being adopted by all Member States;

20. Calls for Article 5(1) to be reinforced, to specify more detailed requirements concerning industry obligations regarding provision to consumers of comprehensive health information appropriate to the holiday destination;

21. Calls for strict limits to be put on post-contract surcharging, or fluid pricing, as a result of alleged potential changes in exchange rates, fuel, taxes etc, with a cut-off period extended to at least 30 days prior to travel;

22. Encourages the Commission to proceed with vigour towards the completion of "The Single European Sky", which could make a significant contribution to reducing flight delays, which are a major source of consumer complaint;

23. Instructs its President to forward this resolution to the Council and Commission and the governments and parliaments of the Member States.