

European Commission  
Secretary-General  
B-1049 Brussels  
Belgium

[INSERT YOUR NAME & ADDRESS]

Date:

Dear Sirs

**Complaint concerning the Application of Union Law - Directive (EU) 2015/2302 - Package Travel**

I am writing to you about what I consider to be a failure in the application and enforcement of the above named Directive.

In writing to you, I am conscious that as a Citizen of the United Kingdom, my country is no longer a Member State, but, under the terms of the Withdrawal Agreement, the United Kingdom is obligated to follow and implement Union Law until its full withdrawal on 31/12/2020 or until a new Treaty exists between the European Union and the United Kingdom.

The issue in hand relates to the affect of the COVID19 crisis upon my rights as an Package Holidaymaker

In writing to you, I am extremely concerned that my rights under this Directive (and the implemented UK Regulations) are not being delivered or are subject to a wholly industry-driven decision to determine what is reasonable.

I have attached the following documentation in support of my complaint:

1. Copies of letters or emails to the Travel Company;
2. Copies of the letters or emails the Travel Company has sent to me;
3. Details of my/our holiday (date, time, country, resort, hotel, board arrangement, number of passengers on the booking);
4. I attach copies of receipts for this holiday;
5. I also attach a copy of my letter to the UK's Competition & Markets Authority seeking their assistance as the National Enforcement Body (NEB).

I refer you to my latest letter to the Travel Company, dated [INSERT DATE]. I have noted my Rights under the UK's Package Travel & Linked Travel Arrangements Regulations 2018, specifically Regulations 12, 13, & 14 (the 14 day period for a refund), along with Preamble 31 of the Package Travel Directive (unavoidable & extraordinary circumstances & the description of outbreak of an illness in a destination).

I have noted that there is silence on the period for any refund, therefore, it must follow that the '14 day' period defined within the Directive (Article 12(4) or Regulation 14 stands, or, by implication, a reasonable period is to be considered by all the parties.

Such a reasonable period in my view must take into account the current factors and must absolutely take into account Consumer opinion; it is not in the remit of any airline to define that 'reasonable' period.

In my opinion, from the many views I have seen, there appears to be a cartel-like agreement between Industry participants to define what is a 'reasonable period'; this cannot be held to be fair or reasonable to Consumers.

To date, I have sought to find a reasonable compromise to this complaint.

**I consider that Union Law is being breached and that has seriously caused detriment and inconvenience to me, whatever about the wider cohort of UK and European Citizens.**

I would be grateful if you could investigate and where possible, intervene to ensure uniform and just application of Union Law.

I look forward to hearing from you

Yours Sincerely,