



The Forum of Complex Injury Solicitors (FOCIS)

Response to

The Department for Business and Trade Consultation

Package travel – updating the framework 2025

About us

The Forum of Complex Injury Solicitors (FOCIS) are a group of pre-eminent solicitors who specialise in acting for seriously injured people in personal injury and clinical negligence claims. The objectives of focus are to:-

- Promote the highest standards of representation for claimants with life-changing injuries;
- Increase understanding in the wider community of issues which arise for those who suffer serious injury;
- Use members' expertise to promote debate and improvements to the law and legal process; and
- Share knowledge and information among members of the Forum.

Further information is available here: <https://focis.org.uk/>

Membership of FOCIS is intended to be at the most senior level of the profession. The only formal requirement is that members are recognised by their peers as having achieved a pre-eminence in one or more specialist types of serious injury claims. We currently have 24 members, including members from England, Scotland, Wales and Northern Ireland. Nine of the past presidents of APIL are members or Emeritus members of FOCIS. Firms represented by FOCIS members include

Anthony Gold	Hugh James
Ashtons Legal	Irwin Mitchell
Balfour + Manson	JMW Solicitors
Bolt Burdon Kemp LLP	Leigh Day
Dean Wilson LLP	Moore Barlow
Digby Brown	Osbornes Law
Fieldfisher	Slater and Gordon
Fletchers	Stewarts
Freeths	Switalskis Solicitors
Hodge Jones & Allen	Thompsons Solicitors

Introduction

FOCIS is grateful for the opportunity to respond to the Department for Business and Trade Consultation concerning Package Travel legislation. In summary, our response set out below largely reflects our concerns that the proposals set out by the Department for Business and Trade to reform the Package Travel and Linked Travel Arrangements Regulations 2018 ('the PTRs') would adversely affect the vital rights and protections granted to consumers under the Regulations, notably to disabled consumers.

In line with the remit of our organisation, we restrict our responses relating to our members' experience, practices, and procedures relating to complex injury claims only. We will defer to others to respond on the impact relating to other classes of claims.

General comments

We responded to the 2023 call for evidence and provided our views at the time on many of the proposals which are now contained within the consultation. We maintain the position set out in the response. We believe that some of the assumptions made in this consultation have not been properly justified within supporting documents. Any reforms to the regulations must be evidence-based.

FOCIS opposes the proposal to remove domestic-only arrangements from the regulations. Protections should be equal for both international and domestic holidays to promote fairness for all travellers. We believe that removing these protections from domestic-only arrangements will disproportionately disadvantage vulnerable sections of society, including those on low incomes, the elderly and disabled people.

FOCIS has concerns that several of the proposals risk increasing complexity and confusion amongst consumers. We believe the definition of linked travel arrangements (LTAs) should be simplified, enabling the consumer to know exactly what type of holiday they are booking, and the consequent protections provided to them. Echoing our 2023 response, we also propose that tour operators should be legally compelled to have a minimum level of liability insurance to ensure consumers have an effective means of redress in the event of operator insolvency. That would promote public trust and confidence in the sector.

FOCIS has only responded to the questions within our remit.

How rules should apply to UK-only package holidays

Question 1: Do you think that domestic-only arrangements that do not include travel should be exempt from the regulations?

(a) Yes

(b) No

(c) I do not know

Answer - No.

Removal of such arrangements from the PTRs and the maintenance of two distinct regimes will result in increased consumer confusion and a loss of trust and confidence in the travel industry. The provision of protections for both international and domestic holidays should be equal in scope to ensure fairness and inclusion for all travellers.

Impact on consumers

Vulnerable consumers

Research conducted by the Department for Business & Trade in 2024 showed that people with some health problems or disabilities are more likely to choose to holiday in the UK, either through a package holiday or an LTA, but are less likely to travel overall.¹ This aligns with our members' extensive experience as claimant solicitors representing seriously-injured clients with disabilities, many of whom require adaptive vehicles, specialist equipment and support from care teams. This, unsurprisingly, can cause concerns regarding health and medical care when travelling internationally. These concerns are exasperated by the difficulties involved in getting travel insurance to cover any related medical treatment, which can be very costly and sometimes is not possible to obtain at all. Injured and disabled people often choose to holiday in the UK to mitigate these costs and concerns, as holidaying domestically allows them travel with any adaptive and specialist equipment, bring their own carers and access the NHS if required.

It is essential that vulnerable consumers are not disadvantaged by any changes made to the PTRs. This extends to those who may have lower incomes, senior citizens as well as those with disabilities, all of whom may want or need to avoid international travel and are more likely to book domestic holidays.

¹ [Research into the Package Travel and Linked Travel Arrangements Regulations 2018 \(PTRs\) – a discrete choice experiment, Table 9, p.25](#)

Jurisdictional concerns

As per our 2023 response, FOCIS remains concerned that the proposals do not address that there are three legal jurisdictions in the United Kingdom (England and Wales, Scotland and Northern Ireland), each with their own distinct laws. Under the present regime, a person resident in England and injured on a package holiday in Scotland can simply instruct a lawyer at home in England. The remove of some package holidays from the PTRs would mean that the injured person resident in England would instead need to find and instruct Scottish lawyers to bring their claim. This creates increased confusion and complexity for consumers regarding where and how to bring their claims. FOCIS is particularly concerned on the impact of this on the most seriously injured people and those who have existing disabilities. Rather than creating a “proportionate system” as per the consultation proposal, we are concerned that the proposals risk creating additional layers of complexity and disruption for consumers.² In turn, this is likely to undermine trust and confidence in the travel industry and disrupt the harmonisation of legal protections for UK holidaymakers. We emphasise the importance of the claimant having the right to bring proceedings in their home courts.

Question 3: Would removing domestic packages that do not include a travel element from the scope of the regulations support business to:

a) offer more choice?

i) Yes

ii) No

iii) I do not know

b) offer lower cost options?

(i) Yes

(ii) No

(iii) I do not know

Please explain your response, setting out how and to what extent this reform could lead to benefits or detriment to business.

Answer a) and b) – I do not know.

² [Package travel – updating the framework 2025 - GOV.UK](#), ‘Ministerial foreword’

As stated above, we do not believe that domestic packages that do not include a travel element should be removed from the scope of the PTRs. It is also not possible to comment on whether the removal of such domestic packages would support business to offer more choice and lower-cost options without robust evidence. Such evidence or corresponding explanation has not been provided in the consultation paper or from any travel industry research that we have seen.

We restate our position that there is, at most, a negligible benefit to business in removing some UK package holidays from the PTRs and that would likely be to the detriment of consumers. Research from the Department for Business and Trade indicated that participants were willing to pay an additional premium of £106 for a domestic package holiday compared to the same holiday in which all the constituent travel services were booked separately.³ Removing protections offered to consumers under the PTRs in an attempt to lower costs would not meet the needs and wants of the consumer and would instead represent a loss of value.

Insurance

It would be impossible for consumers to find out in advance whether any service provider of the operator was adequately insured. Many service providers will be small companies with limited resources. The tour operators can choose which service providers to contract with. As part of doing so they can require those service providers to prove they are insured and provide an indemnity for any claims the operator has to meet as a result of failings by the provider. Consequently, any removal of the consumers rights against the operator, requiring them to instead pursue the provider (with whom they had not direct contract), would put the consumer in an unacceptably disadvantaged position.

Insurers have long promised to meet continued demand for lower insurance premiums following government reforms, however evidence of savings on the part of the consumer are yet to come to light. Reforms to the whiplash claims process under the Civil Liability Act 2018 were introduced under the promise of reduced premiums for motorists and savings for the NHS, at a cost of an increased likelihood of under-compensation for injured claimants and disadvantage to those with protected characteristics.⁴ There is no evidence provided in the consultation paper that the proposed changes to the PTRs would allow insurers to pass on costs savings to consumers through reduced insurance premiums.

³ [Research into the Package Travel and Linked Travel Arrangements Regulations 2018 \(PTRs\) – a discrete choice experiment](#), “The results from the DCE indicate that participants were willing to pay an additional premium of £106 for a domestic package holiday compared to the same holiday but in which all the constituent travel services were booked separately”.

⁴ [Discount rate - Civil Liability Bill - Government prioritises premiums](#)

Regulation of linked travel arrangements (LTAs)

4. What do you think the regulatory position on linked travel arrangements should be?

- **kept as it is**
- **simplified by extending the scope of type A and removing type B**
- **something else**
- **I do not know**

Answer – simplified by extending the scope of type A and removing type B

The consultation paper states the government's desire for consumer to "know when and how they are protected".⁵ For consumers to fully understand both the "when" and the "how", the definition of linked travel arrangements (LTAs) should be simplified. Consumers must be able to understand and be fully informed of the type of holiday they are booking, and the subsequent protections provided to them, no matter the level of protection on offer.

Consumers do not currently understand the different holiday types and regulatory positions. Research by the Department for Business and Trade showed that when provided with additional information on the consumer protections associated with different holiday types, consumers appeared to have an increased willingness to pay for both packages and LTAs over equivalent holidays where constituent travel services were booked separately. Despite this, research also showed that consumers do not understand the difference between packages and LTAs and their subsequent levels of protection. When provided with a definition of an LTA, over 73% of respondents said that they still found the difference between an LTA and a package holiday somewhat confusing or that they did not understand at all.⁶ When even further explanation was given, 46% of consumers still did not properly understand the protections. This confusion extends to travel organisers themselves, as evidence suggests that organisers may not realise that they have created an LTA, or its subsequent obligations and protections.

This evidence exposes a need for a simpler definition of LTAs to provide clarity and improve consumer understanding and in turn improve and maintain trust in the travel industry. In addition to simplifying the definition, operators should be required to outline the protections associated with each type of holiday package clearly and communicate this explicitly to the consumer.

⁵ [Package travel – updating the framework 2025 - GOV.UK](#), 'Ministerial foreword'

⁶ [Chartered Trading Standards Institute \(CTSI\) "Wish you were clear" poll](#), p.5

Flexibility over how insolvency protection is provided

5. Would increasing flexibility in how businesses can get insolvency protection benefit businesses to meet their obligations under the regulations?

- **yes**
- **no**
- **I do not know**

Answer – I do not know

We do not have evidence to suggest whether increasing flexibility in how businesses can get insolvency protection benefit businesses to meet their obligations under the regulations. The PTRs must provide adequate insolvency protection in light of any potential amendment and ensure that any insolvency protection obligations must be complied with. This is essential for the protection of the consumer and their rights and also maintains consumer confidence in the travel sector. Increased flexibility for businesses should not be problematic where there is no detriment to the rights of the consumer.

As outlined in our 2023 response, alternative means of financial redress outside of the regulations have their own concerns. These concerns extend to references in the 2023 consultation to the protections afforded under the Consumer Credit Act 1974. Section 75 of the Consumer Credit Act 1974 can only be used in circumstances where a holiday has been purchased with a credit card or some form of credit funding. Firstly, there is a lack of awareness amongst consumers as to the difference between credit and debit cards and the protections offered. More concerningly, reliance on the Consumer Credit Act 1974 as a fallback provision for inadequate insolvency protections under an amended version of the PTRs risks excluding those unable to obtain a credit card from seeking redress. This places the most vulnerable consumers, such as the elderly, poor or disabled, at disadvantage, as those who are least likely to be able to obtain credit. A lack of insolvency protection for these disadvantaged groups creates a heightened risk of financial hardship. It also remains unclear how provisions in the Act may be affected by upcoming consultations and subsequent amendments.

9. What should we do concerning insurance cover for insolvency protection providers?

- **relax territorial restrictions to allow supply by those regulated outside the UK, subject to protections being developed**
- **retain the requirements as they currently are**
- **something else**
- **I do not know**

Please explain your answer, outlining:

- **potential impacts on businesses and consumers**
- **the cost and quality of cover**
- **any evidence that informed your position**

Answer – retain the requirements as they currently are.

Relaxing territorial restrictions to allow supply by those regulated outside the UK could create additional risks for both consumers and businesses. Unforeseen risks could include issues with enforcement and jurisdictional complexities relating to disputes and data protection. For insurers based outside of the UK, consumers could face significant delays when trying to enforce claims or receive refunds. Retaining the requirements would prevent these additional risks and best protect the interests of the consumer.

We reiterate the proposal we made in our 2023 response for compulsory insurance to be required by the PTRs for all package tour organisers. We also wish to restate our continuing concerns over the absence of a requirement for travel organisers to have a minimum level of liability insurance in place to cover claims made by consumers who are seriously injured or impacts by a fatal accident on a package holiday. The lack of regulation risks leaving injured people uncompensated and without an effective means of redress. These risks were highlighted by the collapse of Thomas Cook in 2019, following which injured holidaymakers were left without compensation as Thomas Cook largely self-insured its liability and only held liability insurance for severe cases. As well as causing some consumers to have to endure financial losses for a lifetime basis following an injury sustained on holiday, this undermined public trust and confidence in the travel sector.

The government made a commitment to address this situation in 2019 however nothing has yet been done to ensure these events do not repeat themselves. We strongly believe that tour operators should be legally compelled to have a minimum level of liability insurance to cover claims from consumers who have been seriously injured, suffered an illness, or suffered a fatal accident as part of a package travel contract. Compulsory insurance will help to create and maintain customer confidence in the package travel industry and ensure that consumers have a meaningful and effective means of redress.

How other tourist services form part of the rules

12. What should be done to the 'significant proportion' criterion included in the current definition of other tourist services?

- **the 'significant proportion' criterion can be removed**

- **retain the definition as it is**
- **something else**
- **I do not know**

Please explain your answer outlining any risks and or benefits, impacts on business and any evidence that informed your decision.

Answer – the ‘significant proportion’ criterion can be removed.

The ‘significant proportion’ criteria should be removed as it creates ambiguity which results in confusion and unfairness to consumers. Complexity and ambiguity in the law, including in contract terms, affects consumers’ ability to understanding their rights. In turn, this impacts public trust and confidence in the PTRs and also increases the likelihood of satellite disputes between the parties should a dispute occur. Other tourist services are as likely to cause harm as other elements of a package holiday and as such, the consumer ought to be afforded protections and a means of redress under the PTRs. This is particularly important where a consumer has purchased a package holiday which includes services such as excursions, as the consumer may not have knowledge of the identity, credentials or insurance coverage of any local service providers contracted by the tour operator.

If the term is not removed, it must be carefully reviewed and comprehensive amendments made to remove any ambiguity for both consumers and tour operators.

13. Is it clear what forms an ‘essential feature’ of the package, so consumers and businesses understand when a package has been created?

- **yes**
- **no**
- **I do not know**

Answer – no

As set out above, the term ‘essential feature’ is also ambiguous, unclear and open to interpretation. Should the term ‘significant proportion’ be removed, it is essential that the term ‘essential feature’ is properly and fully defined. Defining the term should align with the general perception amongst consumers as to what constitutes as ‘essential feature’ and should not rely solely on the interpretation of the term by tour operators. The definition should be clear so that the consumer is able to know whether the PTRs apply to the holiday or not at the time of booking. Where an ‘other tourist service or services’ has formed part of the marketing of the holiday or induced the consumer into booking the holiday then we contend it should be treated as an ‘essential feature’. There needs to be greater levels of transparency in the industry and

tour operators should be held accountable whenever an explanation is unclear and ambiguous to the consumer.

14. What are the consequences and benefits of options 1 and 2 relating to the 'significant proportion' criterion?

Option 1

As set out in our response to questions 12 and 13 above, unless the term 'essential feature' is properly and fully defined, the removal of the term 'significant proportion' is unlikely to resolve the issue of the current lack of clarity for consumers. As outlined above, the current complexity and ambiguity increases the likelihood of satellite disputes and, in turn, diminishes public trust in the industry. It must be clear to consumers and package operators whether 'other tourist service or services' are an essential feature and the PTRs should be amended to create a presumption that the regulations apply where an 'other tourist service or services' has formed part of the marketing of the holiday or induced the consumer into booking the holiday.

Option 2

We reiterate our response in question 12 above. Retaining the definition creates ambiguity which results in uncertainty and unfairness for consumers. This impacts the consumer's ability to understand their rights and increases the risk of the consumer purchasing a holiday without protection, believing that the holiday is covered by the PTRs. This increases the likelihood of satellite disputes and undermines public trust in the industry.

FOCIS

30 June 2025