

Information release

Travellers may be entitled to a full refund of a package holiday when serious failures occur and the trip loses its meaning and interest.

The Court of Justice of the European Union (CJEU) concludes that travellers may be entitled to a full refund for a package holiday, even if some services have been enjoyed.

Madrid, 03 November 2025.- The Court of Justice of the European Union (CJEU) has ruled that travellers may be entitled to a full refund of a package holiday if the contract has not been performed correctly, even if some services have already been provided. The High Court points out that this is the case when the provision of the contracted service is 'so serious' that the package tour ceases to have any purpose and is no longer of any objective interest to the traveller.

The case in question, on which the European High Court has ruled, concerns two Polish travellers who went on an all-inclusive holiday to a five-star hotel in Albania. The day after their arrival, they were awakened by the noise of demolition work on the hotel's swimming pools, which had been ordered by the Albanian authorities. The work lasted for four days, from 7:30 a.m. to 7:30 p.m., after which the swimming pools, the promenade and the paved access to the sea had been completely demolished. Guests also had to queue for meals and arrive when they began to be served, as the number of meals served was limited. Similarly, afternoon tea was cancelled. It should be added that, during the last three days of their stay, new construction work began to add a fifth floor to the hotel.

In view of these circumstances, the travellers took their case to the Polish courts with the aim of claiming a full refund of the price of the trip and compensation. In order to clarify the rights of travellers who have booked a package holiday, the Polish judge referred the matter to the European Court of Justice for a preliminary ruling. In its response, which sets a precedent throughout the EU, the CJEU states that a traveller is entitled to a full refund of the price paid not only when all the services of the trip have not been provided or when they have been provided incorrectly, but also when, despite having enjoyed some services, those that have been provided incorrectly are so serious that the package tour no longer makes sense and, therefore, is objectively no longer of interest to the traveller. However, it warns that it will be for the national court to assess, in the light of all the circumstances, whether this is the case. The European Court of Justice also clarifies that the traveller is not entitled to compensation for damages if the organiser proves that the reason for the failure to provide the services or the incorrect provision of the services is attributable to a third party and is unforeseeable or unavoidable.

As regards whether the demolition works in question can be considered 'an unavoidable and extraordinary circumstance' that would exempt the organiser from the obligation to pay compensation, the Court of Justice points out that such works were the result of an act of public authority and, therefore, are usually carried out in a transparent manner and with publicity. The CJEU therefore states that it is for the national court to ascertain whether the tour operator or the manager of the tourist infrastructure had been informed of the procedure leading to the demolition decision or had even participated in it or been informed of the content of that decision before its execution. If so, the demolition of the infrastructure could not be considered unforeseeable, and the organiser would have to compensate the travellers.

Source of information: [Court of Justice of the European Union](#).

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