

Case Details

Case Details

National ID	14-20533
Member State	France
Common Name	link
Decision type	Supreme court decision
Decision date	03/12/2015
Court	Court of Cassation
Subject	
Plaintiff	Costa Crociere, Karavel, Hiscox Insurance Company Limited
Defendant	Unknown
Keywords	liability, organizer, retailer

Directive Articles

Package Travel Directive, [Article 5](#)

Headnote

- (1) The strict liability regime applying to an organizer of travel packages extends to the organizer of a cruise, which presents the characteristics of a travel package.
- (2) The absence of a contractual link between the customer and the organizer of a travel package is without prejudice to the organizer's strict liability for the damages caused within the context of the performance of the travel package.
- (3) Where the damage was caused during transportation, the liability regime for the damages caused within the context of the performance of a travel package applies instead of the regime applicable to transportation contracts, so long as the transportation is part of the travel package.

Facts

A consumer concluded, with Karavel, a travel package contract, which included a cruise carried out by Costa Crociere. The customer fell while on the boat and made a claim for damages against Karavel, its insurance company and Costa Crociere and requested an expertise as well as a financial provision.

The Toulouse Court of Appeal accepted the claim on the grounds that Costa Crociere did not only organize the transportation of the passengers but all other tourist services included in the cruise as well, thus qualifying as an organizer of a travel package who is statutorily responsible for the proper performance of the services. In the absence of grounds for exemption, Costa Crociere was to be held liable.

Furthermore, the Court of Appeal also ruled that Karavel (and its insurer) was jointly and severally liable for the damages caused to the customer in its capacity as seller of a travel package.

Legal issue

The Court of Cassation upheld the ruling of the Toulouse Court of Appeal on the grounds that:

- the Court of Appeal was correct to qualify the services offered by Costa Crociere as a travel package, which causes the latter to be statutorily liable for the proper performance of the contract, regardless of the fact that there was no direct contractual link with the plaintiff and also in light of the fact that Costa Crociere did not provide for any causes for exemption,
- the Court of Appeal was correct in considering that the seller of the travel package was jointly and severally liable with the organizer, without having to determine whether the liability regime relating to maritime transportation contracts was applicable.

Decision

(1) Does the strict liability regime of applicable travel package organizers extend to a cruise?

(2) Is the organizer of the travel package statutorily liable where no contractual link exists with the customer who concluded a contract with a seller?

(3) Does the regime of strict liability of travel package organizers apply if the damage was caused during transportation instead of the regime applicable to transportation contracts?

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Legal Literature

Member State 🇫🇷	Title	Author
France	What liability regime for a cruise organizing a travel package ?	Patrice JOURDAIN

Result

Plaintiff's request was rejected.