Regarding our rights to reimbursement for excursion in case of war, in view of the escalation in the Middle East

As of April 2026, the Middle East is in a state of extreme military escalation, which began on February 28, 2026, following the start of the military operation against Iran (called “Operation Epic Fury” or “Roaring Lion”) undertaken by the United States and Israel. On that date, coordinated air strikes were launched aimed at destroying Iran’s nuclear program, its ballistic missiles and military infrastructure. Iran’s response was not long in coming, with massive missile and drone attacks against targets in Israel and US bases in the region, which also affected civilian targets in Qatar, Bahrain, the United Arab Emirates, Kuwait, Iraq, Saudi Arabia. The crisis practically also covers the neighboring countries of Iraq, Lebanon, Syria and Yemen, where pro-Iranian groups are involved in the fighting.

The escalation between the US and Israel on the one hand and Iran on the other is already having a direct impact on air traffic in the Middle East and over the Persian Gulf. This does not only affect people traveling to the region, but also a huge number of passengers who transit through Dubai, Doha and Abu Dhabi (one of the most important hubs between Europe, Asia and Africa). In practice, almost all significant and popular tourist destinations among Bulgarians outside Europe are affected in this way.

If this article has caught your attention, then it is very likely that you or a loved one have a pre-planned organized tourist trip to the countries affected by the conflict or to destinations in the immediate vicinity of them. You probably already have a contract for your trip with a tour operator – directly or through the mediation of a travel agent. This article will be useful to you, because it is here that you will find out how to get back what you paid to the tour operator organizing your excursion, without owing fees, penalties or other payments. Two important clarifications should be made here – in case you have already purchased the tourist package through a travel agent, keep in mind that the tour operator, not the travel agent, is responsible for refunding what you paid. The second important clarification is that according to the law, a tourist package is considered a combination of at least two different types of tourist services (between accommodation or transportation or car rental or other tourist services such as additional excursions on site, for example), and these at least two services must necessarily be for the purposes of the same trip (excursion). That is, if you have used the services of a tour operator or travel agent only to purchase plane tickets or only for a hotel reservation, then unfortunately you cannot engage the responsibility of the tour operator.

According to Art. 89, para. 5 of the Bulgarian Tourism Act, the traveler has the right to

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terminate the package travel contract before the start of its performance, without paying any termination fee in the event of insurmountable and extraordinary circumstances occurring or occurring at the place of destination or in its immediate vicinity, which significantly affect the performance of the package travel or the carriage of passengers to the destination. With para. 6 of the same legal article, the legislator has arranged that upon termination of the package travel contract pursuant to para. 5, the traveler has the right to a full refund of all payments made for the package travel contract, including and reimbursement for excursion in case of war, and with para. 8 it has provided that the amounts due are refunded to the traveler no later than 14 (fourteen) days after the termination of the package travel contract. In this order, you are not entitled to claim additional compensation from the tour operator, i.e. you can only receive back what you paid under the terminated contract as paid on a lost ground (art. 55 of the Bulgarian Law on Obligations and Contracts).

In case you have decided to take action and require reimbursement for excursion in case of war, as a first step you should send to the tour operator with a copy to the travel agent (if such has mediated) an explicit statement for termination of the Package Tour Contract due to unavoidable and extraordinary circumstances and the presence of a significant risk to security and human health, military conflict or military actions in the area of your route and destination under the Contract (or in the immediate vicinity of them). It is advisable to make a request for the return of everything paid on the basis of the contractual clauses, general terms and conditions and the provisions of Art. 89, para. 5 and para. 6 of the Tourism Act with the same statement, indicating your bank account. If you do not do so at this time, this should be done before filing a legal claim, which is the most likely outcome in the absence of a voluntary refund of amounts for a tour due to war by the tour operator. In view of some specifics of each individual case, it is advisable to consult a lawyer before sending your statement.

The essential point is that before sending your statement for termination of the contract, you should assess to what extent your chosen destination is affected by insurmountable and extraordinary circumstances, to assess whether the destination is directly affected or not, bearing in mind that the law assumes that you can refer to Art. 89, para. 5 of the Tourism Act and if the events are in the immediate vicinity of the destination. In practice, there is no special legal regulation in the Republic of Bulgaria for determining the degree of risk when traveling and staying abroad by Bulgarian citizens. The risk index and the recommendations

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published in this regard are of an informative and advisory nature, respectively, they are not binding and are in fulfillment of the statutory obligations of the Minister of Foreign Affairs for the protection and assistance of Bulgarian citizens abroad. However, this does not mean that the current state of war or any other serious security problems at the destination or in its immediate vicinity do not constitute the presence of "insurmountable and extraordinary circumstances" within the meaning of the law, on the contrary. In any case, before taking the decisive step of terminating the contract, it is good to check the risk index in your chosen destination at: https://www.mfa.bg/bg/situationcenter . At the specified address, the Ministry of Foreign Affairs of the Republic of Bulgaria publishes and regularly updates travel warnings for specific countries or individual regions where there is a real threat to the life, security and health of Bulgarian citizens. In order to make an informed decision for every Bulgarian citizen planning a trip, at the specified address for each country there is an assessment for a certain level of risk, of a recommendatory nature. The level is determined on the basis of a comprehensive analysis of the crisis situation, forecasts for its development and exchange of current information with other partner countries. The five-level classification of risk levels adopted in the other EU member states is used, as follows: Level 1: "No special recommendations"; Level 2: "Increased attention" (find out in detail about the current situation in the country); Level 3: "High risk" (recommendation not to travel to certain areas of the country unless absolutely necessary); Level 4: "Warning to suspend travel throughout the country" (except when absolutely necessary) and Level 5: "Warning to suspend all travel and leave the country immediately".

In my opinion, the presence of Level 4 or Level 5 of the risk level classification for the given country at the date of your statement of termination is a fully sufficient basis for the application of Art. 89, para. 5 of the Tourism Act (TA). This is so, insofar as this provision of the law transposes into Bulgarian legislation the provision of Art. 12, § 2 of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC. According to Art. 12 of this Directive, Member States shall ensure that the traveler may terminate the package travel contract at any time before the start of the package, and in the standard case compensation shall be due to the tour operator. Outside of the standard cases, however, the traveler shall have the right to terminate the package

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travel contract before the start of the package without paying any termination fee in the event of unforeseeable and extraordinary circumstances occurring at or near the place of destination which significantly affect the performance of the package or the transport of passengers to the destination. In the event of termination of the package travel contract pursuant to Article 12, § 2, the traveler shall be entitled to a full refund, including any excursion costs, including any payments made for the package, but shall not be entitled to any additional compensation. Our legislation also transposes Annex I, Part A to the Directive, containing a Standard Information Form for Package Travel Contracts, which provides for the possibility before the start of the performance of the package for travelers to terminate the contract without paying a termination fee, in the event of extraordinary circumstances, such as serious security problems at the destination, which could affect the package. Specifically, in its Bulgarian analogue, Annex I, Part A is named Annex No. 1 to Art. 82, para. 1 of the Travel Act and contains a Standard Form for Providing Information in Relation to Package Travel Contracts, which annex your tour operator was obliged to provide you with the contract. It states that “Before the start of the performance of the package, travelers may terminate the contract without paying a termination fee, in the event of extraordinary circumstances, such as serious security problems at the destination, which could affect the package.”. I.e. Your tour operator is bound by this right of yours not only under the Tourism Act, but also by the provisions of the contract concluded with you.

Within the meaning of § 1, item 68e of the Additional Provisions of the Tourism Act, “force majeure and extraordinary circumstances” are circumstances which are beyond the control of the party invoking them and the consequences of which could not have been avoided even if all reasonable measures had been taken to prevent them, which definition is a literal translation of the one given in Art. 3, § 12 of the Directive. A non-exhaustive list of “force majeure and extraordinary circumstances” is also given in recital in item 31 of the Preamble to the Directive: war, other serious security problems, such as terrorist acts, significant risks to human health, such as an outbreak of a serious disease at the place of travel or natural disasters, such as floods or earthquakes or atmospheric conditions, which make it impossible to travel safely to the destination, as agreed in the package travel contract. Therefore, it is undeniable that the presence of war and other serious security problems in the place of destination or in its immediate vicinity constitute the presence of “insurmountable and extraordinary circumstances” within the meaning of the Directive or within the meaning of

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Art. 89, para. 5 of the LT.

The Court of Justice of the European Union (CJEU) in its judgment in case C-299/22, paragraph 71, ruled that when assessing whether the right to terminate a package travel contract without payment of a fee is linked to "unavoidable and extraordinary circumstances significantly affecting the performance of the package or the transport of passengers to the destination", account should be taken of such circumstances which do not necessarily make the performance impossible, but it is sufficient that the performance of the package cannot be carried out without the travelers being exposed to risks to their health and safety. Personal factors relating to the individual situation of these travelers may be taken into account, if necessary. The assessment of the significance of the effect must be made from the perspective of the average traveler who is reasonably well informed and reasonably observant and circumspect at the time of termination of the package travel contract. In simple terms, this CJEU case-law shares the view that a traveler who intends to exercise his right to terminate such a contract without paying a termination fee must make a reasonable and justified assessment, through his own "forecast" at the time of termination, whether this trip is likely and likely to significantly affect his safety. According to paragraphs 29 and 30 of the CJEU's judgment in Case C-584/22, the exercise of the right to terminate the contract depends on the condition that "unavoidable and extraordinary circumstances significantly affect the performance of the package or the carriage of passengers to the destination", and the requirement must be considered fulfilled when such circumstances have actually occurred on the date of termination of the relevant package travel contract. This assumes that on that date there is a situation corresponding to the definition of the concept of "unavoidable and extraordinary circumstances", as defined in Art. 3, item 12 of Directive 2015/2302 (resp. § 1, item 68e of the Travel Insurance Act). It is clear that the law requires that the assessment necessarily be only predictive in nature, since these consequences are finally manifested only on the date scheduled for the performance of the relevant package travel, and the law itself allows such a reference only to the beginning of the trip. The probability and significance of this impairment of performance must be assessed from the perspective of the average traveler, who is normally informed and reasonably observant and circumspect, i.e. in a dispute with the tour operator, the court should accept that if such a traveler had reason to believe that the performance of the package travel was affected, the contract was terminated for good reason. In simpler terms, the public information about the

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daily fall of debris from missiles destroyed by air defense, the explosion of drones in urban areas near the chosen destination, the aggressive statements of the warring parties, the evacuation of tourists from the destination with emergency charter flights, every average traveler can make a reasonable conclusion that the planned trip to this area threatens his safety. Therefore, the implementation of the tourist package is significantly affected and the right to terminate the contract and receive everything paid for it arises.

In summary of the above, in order for your right to terminate the contract under Art. 89, para. 5 of the Tourism Act to arise, the following prerequisites must have been met in objective reality: 1) the existence of a validly concluded contract for a package tourist service with a tour operator, including through a travel agent, the performance of which has not begun; 2) the payment by you of the amount under the contract for the provision of the service or part thereof; 3) the existence of insurmountable and extraordinary circumstances at the destination or in the immediate vicinity thereof, which affect the performance of the tourist package; 4) a declaration of intent made to the tour operator to terminate the tourist service contract; 5) an invitation made to the tour operator for a reimbursement for excursion in case of war, namely the paid price of the package service.

Very often, the tour operator’s response to such a letter would be a refusal for reimbursement for excursion in case of war with the claim that at the time of its receipt there were no irresistible and extraordinary circumstances. Of course, this is not a reason to refuse, but a reason to seek a lawyer and file a claim under Art. 55 of the Law on Obligations and Contracts to sentence the tour operator to refund the amount paid under the contract, as paid on grounds that are no longer valid, together with the legal interest from the moment of termination until the final payment of the claim. In such a case, the burden of proof with regard to all circumstance listed above is yours to carry, and the tour operator would have to present evidence in turn of the absence of irresistible and extraordinary circumstances at the destination or in the immediate vicinity of it, which would have affected the implementation of the tourist package (if the tour operator is objecting in that regard). With a high probability, in such a termination, the tour operator will claim the penalty specified in the contract, which in the most common case is in the amount of 100% of the price of the trip. This should also not bother you, as long as in this case you have at your disposal the objection of nullity of the clause on the basis of Art. 26, para. 1, item 1 of the Law on Obligations and Contracts, as contrary to the law – to the imperative provision of Art. 89,

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para. 2 of the Tourism Act, according to which, the fee that would be due in the case of termination under para. 1 must be “appropriate and justified”. Withholding a fee in the amount of 100% of the price paid under the contract or close to it contradicts the requirements of the law.

In conclusion: only you – and not the tour operator – have the right to decide whether to exercise your right to travel or if you do not want to, as much as you feel threatened – to terminate the contract and receive a refund. And very often the law is on your side, so don’t be afraid to seek your rights.

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