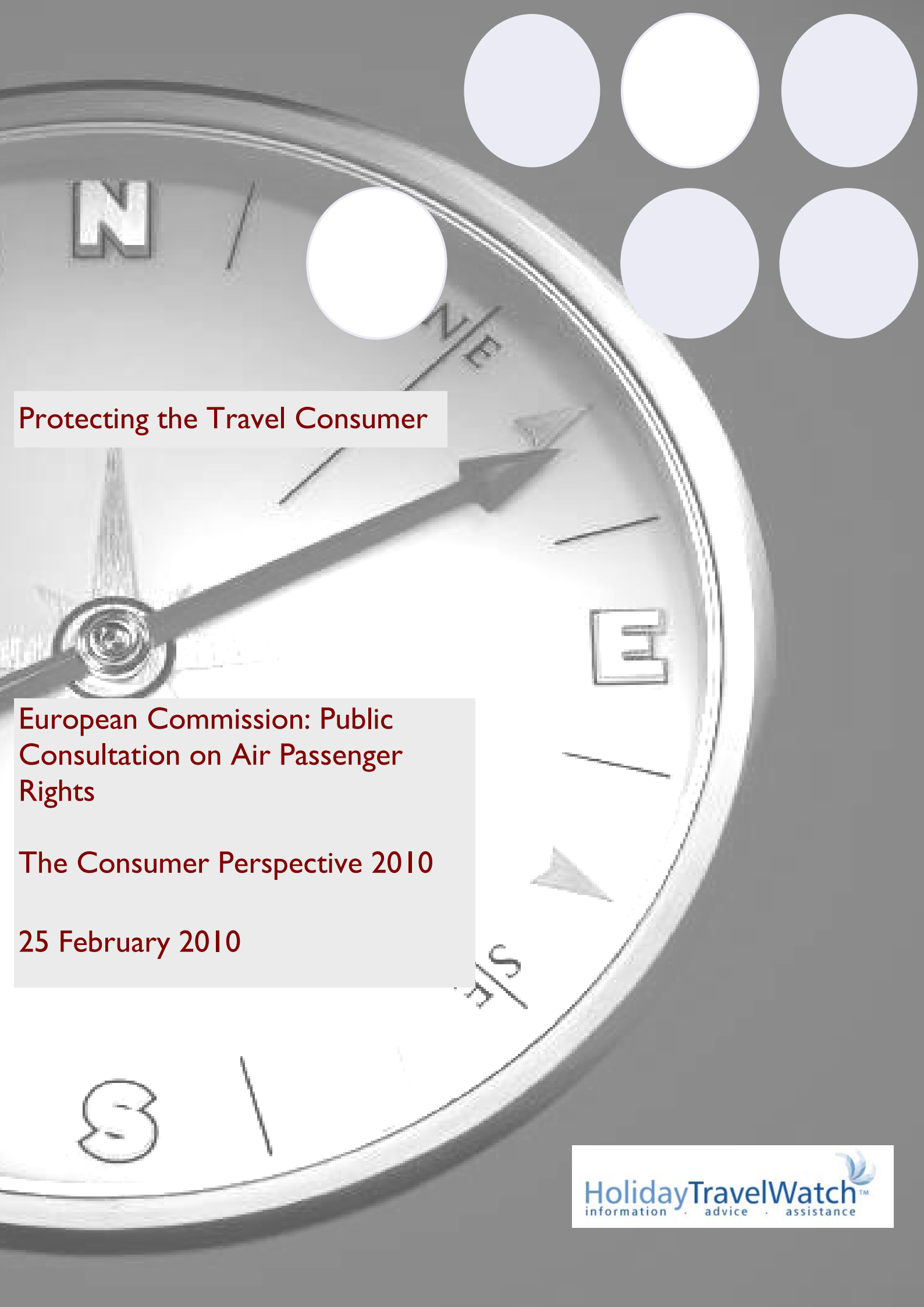

Protecting the Travel Consumer

European Commission: Public Consultation on Air Passenger Rights

The Consumer Perspective 2010

25 February 2010

HolidayTravelWatch™
information · advice · assistance

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ACKNOWLEDGEMENT

It is 5 years since the death of our Founder, Brenda Wall. Her outstanding determination and courage, led to a new dialogue between the Consumer and The Travel Industry. Such dialogue has created a greater awareness of corporate behaviour and the need for Consumer Protections that benefit both the Consumer and The Travel Industry.

At a time of great flux, never has there been a greater need for the continuation of her life's work and a wider recognition of the suffering of Travel Consumers from all over Europe!

INTRODUCTION TO HOLIDAYTRAVELWATCH

The European Commission has ordered a review of Air Passenger Rights. The review intends to look at issues within EU Directives 889/2002 (Air Carrier Liability), 96/67 (Ground-handling/Baggage-handling), 261/2004 (Denied Boarding, Flight Delay, Flight cancellation), 1107/2006 (Reduced Mobility Passenger Rights), 1008/2008 (Common Rules for Air Operations) and 2111/2005 (Air Safety Issues). HolidayTravelWatch (HTW) provides its opinions through this report, based upon the relevant consumer opinion and its principal experience of EU Directives 261/2004, 1007/2006 & 2111/2005 .

HolidayTravelWatch is British based consumers organisation founded in 1995. Through 15 years of operation, it has provided information, advice and assistance to over 195,000 holidaymakers, through its dedicated helpline and website. This should however be put into context with the 65,000,000 individual trips taken by British Citizens in 2005[1]. It suggests that HTW only receives a small proportion of all complaints, however, these holiday complaints tend to reflect the more serious element of contractual, illness and injury difficulties faced by the consumer. HolidayTravelWatch is entered onto the EU Register of 'Interest Representatives' – ID Number – 63992152960-12[2]. The Organisation currently provides information and advice, assisting some 75% of all travel consumers who contact HTW, to find a resolution to their travel complaint. The remaining complainants are then given the opportunity to progress toward litigation, through travel law specialists. It is estimated that more than 70,000 holidaymakers have received such legal assistance, and have achieved in excess of £15,000,000 in compensation for their holiday complaints, holiday illness and injuries. This report will update and cite the relevant experience of this Organisation and the Travel Consumer, in support of its conclusions.

[1] Lord Treisman – FCO Reception March 2006
[2] https://webgate.ec.europa.eu/transparency/regrin/consultation/displaylobbyist.do?id=63992152960-12

THE DETRIMENT TO THE TRAVEL CONSUMER

An Introduction:

Detriment is defined as 'loss, damage, disadvantage or injury' or 'a cause of loss of damage or injury'[3].

For the purposes of this report, we again recall a meeting in September 2007 at the then Department for Trade & Industry (now BIS), where it appeared that there seemed to be some difficulty in establishing that the consumer was in fact suffering detriment in holiday contracts! The answer to that conundrum we suggested at the time lay in the Government statistics of 2006, where it was declared that Consumer Direct had received 13,740 complaints concerning failures in holiday contracts[4]!

We must also guard against 'detriment' appearing to be a uniquely a 'British' problem and not one that affects the rest of the European population! The lure of that argument would then perhaps suggest that Regulation may deserve a 'light or horizontal touch'; can this really be correct?

During 2009, HTW again experienced a very high level of calls for assistance.

In line with the predicted Travel Industry fall in holidaymaker numbers, we too experienced a fall in contact of between 10% to 15%. However, the 'quality' and seriousness of holidaymakers complaints received, was notably higher and this Organisation has noted that we have not experienced a similar fall in the numbers of those wanting further legal assistance; those numbers remain as high as previous years legal referrals. To illustrate the change in the 'quality' of the complaints received, previous years recorded that some 20% of families alleging illness were affected by confirmed illness diagnosis; this past year has seen this rise to 40% to 50% of total family contact.

[3] http://dictionary.reference.com/browse/detriment
[4] http://www.oft.gov.uk/shared_oft/annual_report/438243/hc532f.pdf

The Organisation demonstrated an average range of 186 e mail calls for assistance each month; during the busy summer months (July, August & September), this figure reached as high as 425. In addition we still maintained a reasonable level of incoming correspondence (this is relatively low level is due to the changing nature of communication), which ranges from 25 to 50 letters per month, depending upon the time of year. HTW maintained a helpline which provided an average of 60 to 85 calls per week, however, during the period 1 July through to the end of October 2009, we received an average of 19 calls per day (again on some days this was noted to be as high as 25 calls). In all this has created a potential of over 7600 individual calls for assistance. It should be noted however that within those calls, there is a small percentage (approximately 10%), where contact cannot be made due to the incorrect or poor recording of personal details or they have resolved their own claims and do not require our assistance.

In determining the number of actual complainant holidaymakers, it is reasonable to state that each complaint 'hides' on average, a further 3 members of the same party (it is acknowledged that sometimes this figure can range from 1 person up to 20+). These figures indicate that we have received a potential 22,000 to 25,000 holiday complaints during the 2009 season. This is considered by HTW to rest at the mid to higher end of expectation of annual complaints received; it is usually nearer to the 20,000 mark).

Another barometer of the detriment suffered by Travel Consumer is contained within the 'Call to Arms' feature on the website of HTW. This is a device used to unite holidaymakers locked within a serious complaints process or who may be progressing toward litigation. The device is used responsibly and simply states that complaints have been received and that guidance has been provided to the complainant holidaymakers. The ''Call to Arms' feature is regularly assessed and older 'calls' are removed into a non viewable archive after a 12 month period (this is to account for holidaymakers who may be using a complaints process or for the standard 6 month investigation period used under the Civil Procedure Rules – it assumes that aggrieved holidaymakers will invest some considerable time reviewing their options toward resolving their claims).

For the purposes of this report we are not able to demonstrate a full 12 month period from our previous report. However, in the period 12 March 2009 to 5 February 2010, one hundred and ten (110) such 'calls' were placed on the website of HTW. In previous years the average figure was 35 'calls'. In 2007 it rose sharply to 75, followed by 'calls' for the 2008 holiday period, rising by a further 100%. We expect that within the period 6 February 2010 to 12 March 2010 (the end date stated in our previous report), that we shall have added further 'calls' to a level that reflects the overall numbers of complaints that we have dealt with during the 2009 season.

The following detriment examples are written in the words of the holidaymakers who have contacted HTW.

We have not sought to change formatting, grammar or spelling except to make an issue clearly understood.

Names, organisations and sensitive or inappropriate opinions have been edited.

The majority of complaints have been selected from the period 1 January 2007 to 22 February 2010.

We have only chosen a selection of the e mails received from this period. We have not included post or direct helpline commentaries.

We have chosen to edit the names of the companies, replacing them with a simple explanation as to the various companies' statuses.

We consider that the holidaymakers' comments on detriment are sufficiently powerful without the distraction of naming companies.
The complaints illustrated reflect typically the volume that we receive on a given subject matter, through our various contact options.

We have provided 60 case examples of Consumer Detriment.

By 2007, HTW was aware of consumer complaints against 448 tour operators, travel agents and travel providers; this figure rose to 564 during 2008 suggesting an increase in the rise of complaints against companies in that year of over 20% since 2007. In 2009, the number of complaints against identifiable travel companies has risen to 620; this means that 56 new companies have been identified to HTW in 2009. This is a 9% increase from 2008 and a 26% rise on those companies identified to use since 2007. However, it is important to note that within the list of companies a small number (suggested 10%) either do not exist or have ceased trading. Nonetheless, the rise of internet based sites has contributed to the rise of complaints but these are still eclipsed by the number of complaints made against the established companies of the Travel Industry.

The following Travel Consumer stories and experiences are compelling and must surely nail the lie that the Consumer does not suffer any detriment in holiday contracts?

EVIDENCE PRESENTED TO THE HOUSE OF COMMONS TRANSPORT SELECT COMMITTEE – APRIL 2007

HTW presented 12 case scenarios to the Transport Select Committee, which illustrate the widespread experience of holidaymakers in 2007 (note: many of the complaints highlighted in 2007, stem from air passengers complaints from 2005 onwards; many used the period from 2005 to 2007 trying to resolve their complaints!). Major international scheduled and chartered airlines feature in complaints received by HTW.

Client A[5] - Relevant sections of client letter to Tour Operators concerning [NAME OF AIRLINE] and a lengthy Flight Delay

"I am writing to complain to you about our late departure from Heathrow to Montego Bay, Jamaica on the 5 April 2005. I also attach report complaint report …..and information provided by the [NAME OF AIRLINE] check in desk dated 5 April 2005. On Tuesday 5 April my family and I were due to fly to Montego Bay, Jamaica….. Following a connecting flight from Newcastle upon Tyne we arrived at Heathrow Terminal 3 to check in for the [NAME OF AIRLINE], [NUMBER] 16:25 flight to Montego Bay. As we arrived in the check in area we were greeted by a scene of absolute chaos! Following a wait of over two hours we were informed by the check in staff that our flight would not be departing on that day, no information was available as to when the flight would depart and following a frustrating conversation no reason was provided for the delay to departure. I have included a copy of the information provided by [NAME OF AIRLINE] at the time of check in. I must emphasis that whilst pleasant no apology or further information was forthcoming from the check in staff. We were informed that accommodation at the nearby Travel Inn would be provided and more information regarding expected departure would be provided via the hotel at 8:30 am on the 6 April 2005. At this point we were asked to check in our entire luggage with no option to withhold a small overnight case containing toiletries, fresh clothes and importantly nappies for my infant son. We were provided with vague information regarding the location of

[5] HTW 3009

the H6 bus pick up point and asked to leave the check in area having checked in our entire luggage. As you can imagine our children were very upset by the delay, they had been confined within the chaotic check in area for over two hours only to be given the news that they would not be going on holiday today. How do you explain this situation to young children when in fact even as an adult I could not understand what was going on and when we would eventually depart on our holiday. On arrival at the hotel we had to ask the duty manager to arrange children's meals as it was still two hours until dinnertime and by this time our children had become hungry. On the morning of the 6 April we awaited with anticipation information from [NAME OF AIRLINE] on whether our flight would depart on that day. As stated in the passenger information and in my letter above [NAME OF AIRLINE] had committed to update passengers by 8:30 am. No information was forthcoming, the hotel duty manager attempted several times to contact [NAME OF AIRLINE] to seek information on behalf the passengers who were quite understandably becoming unhappy with the situation. The frustration was fuelled by lack of any representative of [NAME OF AIRLINE] at the hotel and reluctance to supply information to passengers or the hotel. By late morning I contacted yourselves and whilst at this time you were aware of the delay your Customer Service Representative was unable to gain any further information from [NAME OF AIRLINE]. I contacted the airline direct and was told by a very unhelpful representative that she worked in "post departures"; and could therefore provide no information. I explained that the check in desk had provided this contact number with the reply that I needed to speak to "pre departures"; not much help as I could not be transferred or provided with a contact number!? Eventually the telephone representative informed me that an [NAME OF AIRLINE] representative was at the hotel, I assured the individual this was not the case and since the 5 April there had been no contact from the airline and contact with any representative had become increasingly difficult. Even the mobile number provided to the hotel duty manager remained unanswered. Whilst the lack of information was becoming annoying, the service, or lack of it from the [NAME OF AIRLINE] representative and in my opinion outright lies as to the whereabouts of the airport representative were unacceptable and contributed to increasing levels of annoyance and frustration amongst the 300 + passenger expecting to depart on this flight……We were eventually transferred back to

terminal three at about 2:00pm and our flight finally departed Heathrow for Montego Bay at 4:45pm. A delay of over 24 hours with still no acceptable explanation or apology from [NAME OF AIRLINE]……On meeting your resort representative….To my surprise, my story was not unfamiliar to [Representatives name] who outlined many similar incidents to other passengers and that my delay had been caused by a delay backlog from the previous Saturday".

Client B[6] - E Mail from client requesting advice concerning delayed baggage with [NAME OF AIRLINE]

"Booked a five day business trip through [NAME OF TOUR OPERATOR] to Hong Kong. The [NAME] ticket was with [NAME OF AIRLINE]. [NAME OF AIRLINE] "lost" my luggage in transit from Edinburgh to Hong Kong. I have all of the appropriate paperwork and chased the suitcase three times a day for five days. Given that I only had the clothes that I had been sleeping in, I had to buy clothes for the business trip. I spent approximately £ [?], buying things as and when I needed them. I hoped that the suitcase would turn up but, after 72 hours, [NAME OF AIRLINE] informed me that it was "lost". It did not turn up for the entire duration of the trip. As a gesture of goodwill, [NAME OF AIRLINE] upgraded me on the return leg. On my subsequent return to Edinburgh, I chased the suitcase one last time. It had apparently travelled without me with [NAME OF AIRLINE] to London Heathrow, which is a security risk, and had been sitting in London for the five days. It was delivered to me on day seven. I wrote to [NAME OF AIRLINE] claiming…..and confirming that I would happily return the clothes, which I did not need or want. I was sent a letter offering me £ [?] and inviting me to accept it, which I have not done. I am aware that under the Montreal Convention, airlines have a limited liability……However, I have suffered a genuine loss through no fault of my own. I rang [NAME OF AIRLINE] and asked to speak to either a manager or the Chief Executive's Office. I was informed on two separate occasions that senior management do not speak to customers. Customers are clearly an inconvenience. I am proposing to write to [NAME]".

[6] HTW - 3140

Client C[7] - E Mail from Client requesting advice on cancellation/delay with [NAME OF AIRLINE]

"We were booked on a flight at 9am on 27/08/05. 2 days before they wrote to us saying that the plane had been damaged and could not travel. An alternative flight was offered for 16.40. On the day we saw that the 9am flight took off. [NAME OF TOUR OPERATOR] sent us £163.25 per person compensation which we refused after reading EU laws. After writing to them they replied that as it is a charter flight it is subject to change and under their terms and conditions they have given us the correct compensation. Is this correct? Do they not have to abide by directive 261/2004?"

Client D[8] - E Mail from Client requesting advice on cancellation/delay with [NAME OF AIRLINE]

"On 28th June 2005 our flight JM002 16.25pm by [NAME OF AIRLINE] was delayed from London Heathrow to Kingston Jamaica from 16.25pm to 01.15am next day 29th June 2005 Our flight time was thus delayed by 6 hours 50 minutes. The circumstances of the delay are unfair and unreasonable Main points Before check-in we where informed that the flight might be delayed. At check-in our flight was delay from 16.25pm to a boarding time of 17.00pm. After passing passport control…..Checking the screen we discovered two flights to Jamaica. We tried to check with [NAME OF AIRLINE] why there are two planes and which one are we travelling on. Nobody available in Departure Lounge or any information We when to the gate as stated on our boarding card and were denied boarding. Statement from the gate steward. The first flight is for passengers who did not travel yesterday due to cancellation. At this point we where confused and upset that [NAME OF AIRLINE] did not inform as at check-in. Other passengers inform us that they knew before arriving from the hotel (overnight stay) that the first flight was for them. Flight was delayed until 9.30pm. We received voucher for food……After boarding and ready to go we where informed after one hour that there was technical difficulties. Air Conditioning not working. We where given the option to come out

[7] HTW - 3509
[8] HTW - 3591

and wait in departure gate lounge once the plane was fixed. On waiting we discovered that they did not fuel the plane for take off or have any refreshments on the plane. I have pictures via my mobile. We left after delay to storm over London and the backlog of plane on the runway /in the airport. On arriving in Montego Bay 04.30am (Jamaica time) on route to Kingston they inform us that the plane was not travelling onto Kingston due to the pilot working over there scheduled hours. After speaking to the head steward on the plane she knew from London that the plane was not to travel to Kingston…….The delay part (cancelled) portion of the flight was not to go until 11am. We decided to travel to Kingston by coach provided by the airplane. We arrived at 11.30am. The plane arrived at 11.45am…… I have tried to get compensation from [NAME OF AIRLINE] but they refuse to pay. Now I am taking them and my credit card copy to the small claims Court for Denied Boarding, Delay, cancellation and Damage by Delay Under the Montreal Convention + Under the Unfair Contract Terms Act and Regulations + Consumer Credit Act for Breach of Contract I have spoken to a lawyer who states I have a Case Do you think I have a reasonable case to get compensation? I have a detailed 8 page report on our flight to and from Jamaica"

Client E[9] - E Mail from Client Requesting advice on cancellation with [NAME OF LOW COST AIRLINE]

"This will probably be a familiar story. On 30 Dec 2005 my partner and I were due to fly [NAME OF LOW COST AIRLINE] Bratislava to Stansted but the incoming plane was diverted due to snow leaving us stranded. We were told we could fly in the next 5 days if we could get a seat but all flights were fully booked. Luckily 10 hours later a plane was available, but [NAME OF LOW COST AIRLINE] demanded 340GBP to let us on. We were also told we could claim it back later. On our return I wrote to [NAME OF LOW COST AIRLINE] refunds requesting the refund and compensation in line with the Denied Boarding Regulations (a very similar letter to your template). [NAME OF LOW COST AIRLINE] response was simply to treat it as an unused flight and they refunded part of my original fare, leaving us 340GBP out

[9] HTW - 3707

of pocket. What can I do if [NAME OF LOW COST AIRLINE] refuse to pay? Can I go to court?"

Client F[10] - E Mail from client requesting advice concerning flight delay with [NAME OF LOW COST AIRLINE]

"My son and girlfriend were booked on a [NAME OF LOW COST AIRLINE] flight from Luton on Fri 03/03 [2006] @ 07.10 when he checked in @ 05.00 he was told that there was to be a flight delay until 13.10 He asked if he would be getting any meal [or] drink vouchers and was told no by [NAME OF LOW COST AIRLINE] staff as the delay was beyond their control (the flight went technical).On boarding the flight @ 13.10 they discovered that it was not the delayed flight but in actual fact was the regular 13.10 flight. Is there anything we can do to get compensation as [LOW COST AIRLINE] have been arrogant beyond belief regarding this delay".

Client G[11] - E Mail from Client requesting advice on cancellation with [NAME OF TOUR OPERATOR AIRLINE]

"I booked a return flight for 4 people in January [2006] with [NAME OF TOUR OPERATOR AIRLINE]. The flight was paid in full by credit card. We were due to fly from Manchester to Ibiza on 24th May, then return to Manchester on 24th August. A few days ago I called [NAME OF TOUR OPERATOR] to ask for confirmation to be sent to my home, so I could take it to the airport with me. I was informed that our flights had been cancelled, and we now had to fly from Gatwick, then return to Gatwick in August. Seen as I live in Liverpool, I was not very happy with this, they did not even bother to inform us about this, we could have just turned up at Manchester on the day, only to discover our flight had been cancelled. So we were told to contact the customer service department, I have been ringing for 4 days constantly, it is impossible to get through. Yet when I ring the sales dept, it doesn't even ring, I get through immediately. But I am told by sales they can not help, and told to ring customer service again. I ask for a manager and I am told nobody can help, that I should keep trying customer service. My flight is in 3 weeks time, are

[10] HTW - 3806
[11] HTW - 3905

[NAME OF TOUR OPERATOR AND AIRLINE] allowed to do this? can you suggest anything I could do because I simply can't get through. I am disgusted at how I have been treated by this airline".

Client H[12] E Mail from Client requesting advice on lost luggage with [NAME OF AIRLINE]

"We went on holiday to San Francisco partly for sight seeing and partly for golf (for my partner) in March [2006]. When we arrived my partners golf clubs were missing however we were assured they would delivered to our hotel the following evening as they hadn't made the connecting flight from London. We waited in the following evening and they didn't arrive. I have enclosed a letter that we sent to [NAME OF AIRLINE] indicating the lengths we went to get the clubs back. After 5 days, numerous calls to [NAME OF AIRLINE] - only because they didn't return our calls and refused to call on our mobiles due to cost, we decided to hire a car, drive to SFO airport and demand that someone ([NAME OF AIRLINE] member of staff) at the airport look for the clubs. Within 15 minutes of arriving at the airport the clubs were found and returned to us. Our holiday was for eight days and we spent 5 days planning our holiday around [NAME OF AIRLINE] telephone calls etc. For our hassle, we have been rewarded the basic costs of expenses incurred attempting to retrieve the clubs which I feel is wholly inappropriate not to mention derisory. Furthermore, they have apologised for 'the difficulty with our luggage' but have made no attempt to apologise in writing for ruining our holiday. can you advise what level of compensation to which we are entitled to over and above the expenses incurred given the running around we had (as detailed in my enclosed letter). The service we received was totally appalling. I fully intend to pursue this matter to a satisfactory end. I look for ward to hearing from you".

[12] HTW - 3960

Client I[13] - Copy of client complaint of delayed baggage with [NAME OF TOUR OPERATOR AIRLINE] and initial views of HTW (2006)

"Client discovered his luggage was damaged on arrival in Tenerife. He was taken to Baggage claim and completed a form. It was not pointed out to him that he had to write to the UK office within 7 days although it is on the sheet given to him. He was also advised by the rep to complete the CCF (Customer Complaints Form) at the end of the holiday. Since his return home both the TO (Tour Operator) and the airline are digging their heels in. FB has advised as to rights under PTR (Package Travel Regulations) and the Montreal Convention pointing to deficiencies in their documentation and the practicalities on arrival in a strange resort".

Client J[14] - E Mail from Client requesting advice on cancellation with [NAME OF LOW COST AIRLINE]

"I am writing to query about my flight that was cancelled on 27th May 2006 with [NAME OF LOW COST AIRLINE]. We were meant to be flying from Alicante to Newcastle upon Tyne at 23.45 but at 21.45 we were told it had been cancelled. We weren't offered any refreshments etc and were told the next available flight for us would be 18.10 on 28th May 2006. We luckily ended up getting [NAME OF TOUR OPERATOR AIRLINE] flight booked for 2.55 am on 28th May 2006 so we didn't have to wait around the airport. [NAME OF LOW COST AIRLINE] had said we could go to hotel but we had to pay for ourselves and they would refund us but we did not have the money to pay for this as it was then end of our holiday. I have wrote to them 3 times, sent them e-mails and tried calling but everytime I call I'm stuck on hold for up to 30 minutes. We had to pay for the [NAME OF TOUR OPERATOR AIRLINE] flights separately so we're wanting refund and compensation for all the bother they are causing us".

[13] HTW - 4156
[14] HTW - 4336

Client K[15] - E Mail from Client (enclosing script to airline) requesting advice on flight safety, delay and 261/2004 with [NAME OF TOUR OPERATOR AIRLINE] (Gatwick to Malta June 2006)

My wife, 3 children (aged 2, 5 and 7) and I smelt smoke on your aircraft during a period of turbulence c. 1.15mins after take off. None of your flight crew said anything and we were all left wondering what was happening…..c. 30mins later the captain announced that "as I am sure some of you have noticed there was a smell of smoke in the plane" "we need to land at the nearest airport to check this out. Do not be concerned that there will be fire engines following the plane when we land, as a precaution". We landed at airport [Marseille] (at the time nobody knew which one) and spent 30 mins sitting in the plane! Buses then came to take us to the airport, where we waited in a queue for another 30 mins (we were at the back of the plane and the last off and thus last in the queue) whilst all passengers hand luggage went through another x-ray machine. Nobody met us in the airport and we were just left, still not knowing what was happening. The time now was c. 21:00 gmt. We had no money to purchase any beverages or food and there where no facilities within the airport where money could be obtained (i.e cash machine, bureau exchange). After another hour c. 20:00 gmt, the captain and flight crew arrived in the airport to make a statement. This was along the lines of 1) We don't know what is wrong with the plane but are trying to get an engineer flown out from the UK
2) We don't know what time we will be able to depart….After another half an hour vouchers (if they could be called that) were issued enabling us to get refreshments from a bar, which consisted of water and no food….We were then informed that [NAME OF TOUR OPERATOR AIRLINE] was trying to establish whether there was any accommodation available as clearly we weren't going to be going anyplace that evening (although [NAME OF TOUR OPERATOR AIRLINE] didn't actually say this)….I asked for our 2 year olds push chair as she might at least be able to go to sleep in it. Several other parents with small children also asked for their childs push chairs at this time….Some blankets were then handed out, although because of the dispersed nature of the passengers throughout the airport by the time it came to us, there weren't enough (even for my children). See picture of my 2 year old sleeping

[15] HTW - 4351

on the airport floor….I asked one of your flight attendants what was happening and she said "that they didn't know but the engineer was inspecting the plane and they would know soon, whether we would be flying out that night." At c. 00:30 gmt the pilot announced that there was no accommodation available for passengers and that the best case scenario was that a plane would be coming c. 8-9 hours later to take us on to Malta. The worse case scenario was that a plane couldn't come and we would have to wait for the engineer to inspect our original flight but that the captain wouldn't be able to fly for 12 hours from when he went to bed). The captain then said that the engineer would be coming out on a flight with some food at c. 03:00 gmt (so clearly the engineer couldn't have been inspecting the plane earlier as stated by the cabin crew). At c. 03:15 gmt I spotted some passengers with sandwiches. I asked them where they had come from and they said that a flight had arrived with them. By the time I got down to where the sandwiches were there were none left. There was also a note then handed out that said there was an anticipated flight departure time of 10:30 gmt…c. 07:30 gmt I met a woman wondering around the other end of the airport distributing flight transfer cards (who also said that there was breakfast for passengers at one of the departure gates).

Breakfast (and the only meal provided for 19 hours) consisted off (see picture)…

At c. 10:00 gmt our flight was boarded. c. 10:15 gmt the pilot announced that we couldn't depart as one passenger had chosen to fly back to the UK and they weren't sure whether his luggage was on the plane or not. We sat in the plane for a further 50 mins and were at last then able to take off….We finally arrived in Malta c. 14:00 gmt….I understand under the EU passenger air transport rights that we were entitled to (due to the length of the delay and the time of the delay)….We received none of the above (other than 1 x bottle of water per person) and 1 x roll, 1 x muffin, 1 x Orange juice, which I do not believe during a 20 hour period constitutes proper meals/refreshments). We were NOT OFFERED the choice of a free flight back to the UK and a refund on our ticket. No consideration was given to families travelling with children".

Client L[16] - Extensive E Mails and Documentation concerning lengthy flight delay (outward/return) with [NAME OF AIRLINE] (December 2006/January 2007)

"60 hour delay - Outward flight was 15th Dec, did not fly until 16th Dec - Home flight was 6th Jan did not fly until 9th Jan. Few rights given under 261/2004. Both clients lost time from work".

[16] HTW - 5378

261/2004 – (2008-2009)

We have just returned from a week in Menorca with [MAJOR TOUR OPERATOR]. Our outbound flight was delayed by nearly 24 hours. On check in we were advised there was disruption within [NAME OF AIRLINE] therefore would be flying with [NAME OF AIRLINE] at 2145 instead of 1435. After hours of waiting in airport gate showed then disappeared, we only found out by word of mouth the the flight was now cancelled until following day. We much confusion we had to claim our luggage and we given hotel for night and were told that the flight was not going due to a mechanical fault. (EM - 30.6.08)

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Please can you advise me of what I should do as a result of the following situation: I am enquiring on behalf of my mother - She arrived at baden baden airport on the 11th in order to return to the Uk after a short holiday, the flight was cancelled due to fog. She was told to return on 13th for a seat on the next available flight. despite being told originally there were 5 places available on the evening flight .On arrival the flight was cancelled again but there was one seat left but this went before my mother got to the front of the queue. She asked if priority could be given as she had already missed a place on the Saturday flight. My mother is 76, was travelling alone and the staff were rude and most unhelpful. She was put on a coach to go and collect her luggage on both occasions one of which was after after a 3 hour wait.. She has a chronic heart condition and everyone was most unhelpful and at times downright rude to her. As a result she had to return to Calw where she had been staying twice this was an hour and a half from the airport. a 3 hour round journey.After phoning me distraught I suggested she return home on another airline which was on the Tuesday 14th from Stuttgart to Manchester, not Stanstead as on the previous flight. She then had to travel back to Northamptonshire . [NAME OF LOW COST AIRLINE] told her to write to [NAME OF CITY] to ask for a refund. Apart from this refund and £100 from th Insurance company she is still out of pocket for the travelling to and from Baden Baden airport, to Stuttgart airport and for the outstanding balance of the difference in price between the flights . Any suggestions would be most appreciated. Do airlines have a time limit by which passengers should be given an alternative flight. Are there EU directives about compensation in such circumstances? Thankyou for your time I look forward to hearing your comments. (EM - 30.10.08)

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Good afternoon. I am seeking guidance with regard to a possible compensation claim. On our (my wife and I) return from Turkey we were subjected to a 15 hour delay. Our flight was due to depart at 0500 hrs; no tour rep [MAJOR TOUR OPERATOR] was present to inform us of any delay. We went through security at 0830 hrs and watched as our flight arrived and the luggage removed. At 1000 hrs the aircraft departed without us. We demanded to see a [MAJOR TOUR OPERATOR] rep who arrived and informed us that, due to bad weather, the flight had been diverted and the pilot was now out of hours. We were told that we would be sent to a hotel in due course. No refreshment was offered until we arrived at our hotel

at 1230 hrs (over 7 hrs after flight time). When we returned to the airport we were told that the aircraft would be flying to Manchester, despite being told by our rep at the hotel that our destination was Newcastle. This resulted in a 4 hour coach journey back home. I have written to [MAJOR TOUR OPERATOR] who have responded with..'delays have become an accepted part of air travel' and 'appropriate provisions were made available during the delay'. Can you please offer advice as to whether I have valid grounds for a claim? Thank you. (EM - 2.12.08)

***

I flew with [MAJOR LOW COST AIRLINE] to Newquay from Manchester in June, unfortunately the plane couldn't land due to bad weather and we had to return to Manchester. On landing we were handed out letters saying we would only be entitled to a credit note, I asked a member of their staff if we could have a cash refund and were told we could. I arrived home and telephoned their customer services to see if I could fly the next day, they only had seats left for the day of my return, 4 days later, which was not suitable. They said I would have to write requesting a refund which I did. I requested a cash refund but was only forwarded a credit note with an expiry date of 6 months. To use this you have to telephone them to book even though I booked online, when I did this they would not give me the internet price, so instead of a bill of about £80 they wanted to charge me £120. As I'm sure you will agree I have been treated very badly and would welcome your advice on how to resolve this and also the legal position. My preference would me a refund on my credit card (the method I originally paid by). I look forward to you reply. (EM - 17/12/08)

****

The airline took more than 12 hours before sending us to a hotel at 12+am. And the bus basically dump us outside a subway where we need to lug the luggages through the subway to reach the hotel. Only lunch voucher was provided throughout the 12 hours. When we reach the hotel, the kitchen was already closed. The other groups of people from later flight was able to check in to the hotel by 1030pm. (EM - 6.1.09)

****

I have had difficulty regarding an 8 hour delay to a flight from Majorca, our plane was allocated to a different flight because thier plane was not air worthy, I have been in touch with [MAJOR TOUR OPERATOR] and they will not give me a satifactory answer to my question, I know hundreds of people were incensed by the treatment we received at palma airport and were told blatant lies all day can you help me please (EM - 17.1.09)

261/2004 – (2009-2010)

[LOW COST AIRLINE] agreed in writing to pay my cancelled flight but now refusing to pay and said they made a mistake, I am £800 out of pocket,but they have paid other members in my party,please help URGENT its been a month now,spent several hours on phone/email etc I can forward emails and details - (EM - 24.2.09)

****

My husband & I travelled to Hurghada by [TOUR OPERATOR] on 5th Dec. 2008. Re turned 12th Dec. and was late leaving Hurghada (1hr). At 10.00p.m the Captain said he was having to land in Lyon to refuel. 30 mins.later he said he had run out of fllying hours and we would have to stay the night in Lyon. Had to unload the luggage and wait in a freezing airport (were refurbishing) while a bus came to take us to our hotels. We waited 5 hrs. with hardly any seats and -5%. No drinks etc. Evenutally we struggled on to the bus with cases (my husband (80) and got to our hotel a t 5.00a.m. No hot drinks or milk for babies. Told to be ready in reception at 10.15 for the bus and it turned up at 12.noon. We eventually arrived at Gatwick late afternoon of 13th Dec. and had to pay for extra day's parking. Neither our travel insurance or [TOUR OPERATOR] feel obliged to reecompense us. I still haven't received a reason from [TOUR OPERATOR] for the reason of having to refuel on a 5hr flight. - (EM - 2.3.09)

*****

We were delayed returning to the UK due to the closure of London City airport due to snow in Februar y. We spent approx 2 hours on hold to [AIRLINE] from Ireland incurring a significant phone bill of well over £50 but [AIRLINE] will not pay towards this cost and it is not covered by our travel insurance. Do we have any right to reimbursement of these costs as well as the extra parking charges - (EM - 12.3.09)

****

Me and my family were due to fly from BHX to Turkey at 8:;05am on Mon 25th May on a [TOUR OPERATOR AIRLINE] flight. At the check-in de sk we were told that there had been a technical problem with our plane, and that another plane was being chartered (a [NAME OF AIRLINE] plane), but this plane had 30 less seats on it and there was therefore no seats for us. At approx 10:00am we were told that we had been allocated seats on a [TOUR OPERATOR AIRLINE] flight leaving at 17:55 that evening. We had to wait 10 hours and lost one day of our weeks holiday in effect, not arriving at our hotel until 3am the next day. Do I have a claim under EU Reg 261 for a flight cancelled or delayed by over 3 hours on a 3000km flight ? My first impression is that I can claim 400 euros per person if our flight was cancelled or we were refused boarding. I dont know if the [AIRLINE] flight went out under the same flight number as the original flight. I only know it went at about 09:30 (1½ hours late). So was our flight cancelled ? or just delayed ? and if only delayed, were we refused boarding due to a lack of seats ? - (EM - 4.6.09)

****

I plead with you to take a few minutes of your spare time to read the following failings by [NAME OF TOUR OPERATOR] of which you as Directors should fully know the full extent concerning Flight [NUMBER] Manchester to Las Vegas 17/12/08. All other methods of the complaint procedure with [LOCATION] have been made before sending the letter.

Our rights as Customers.

Regulation (EC) 261/2004: clearly states *flight delays over 5 hrs receives assistance as indicated* ***AND*** *you may choose to instead have a refund of your airfare at the price you paid for it OR Alternative Flights offered.*

Manchester – Las Vegas 17/12/2008 departure time 09:15 actual departure time 14:26 - ***Flight delay in total of 5hrs 11 minutes.***

For insurance purposes [NAME OF TOUR OPERATOR] provided written evidence that the Departure time was 14:10 – within 5 hours – This is a false statement and a deliberate attempt to avoid the above stated EC Regulation.

We as customers were **NO**T offered the above so we could make an informed decision on our rights to ask for a refund or offered alternative flights.

Reason for Delay

The first response (Author: [NAME]) received from the Directors Office states: *the flight was delayed due to technical problems earlier in the day (i.e.* ***17/12/08****) affecting the operating schedule of the aircraft.*

However a second reply contradicts this as [NAME] confirms:

the delay to our flight was a knock on affect to the Cancun flight departing on ***15/12/08****. This was due to a Technical Fault and had to stay at the airport overnight. A spare part had to be sourced and was eventually found and fitted, this took longer than anticipated which caused a delay to flight [NUMBER] to Las Vegas*

This is two full days before our flight was due to depart for Las Vegas. Surely there should have been alternative arrangements made – another plane made available / outsourcing to another airline…. ***a business partner of sort!*** [NAME OF TOUR OPERATOR] prides itself on 'exceeding customers expectations' it's clearly not evident and you should not be able to use such a strong statement when you fail miserably and fall a long distance short of the expectations of customers.

Further information confirmed by [NAME OF TOUR OPERATOR] Director's Office states: *According to our logs, the flight from Cancum returned to Manchester Airport @ 09:05 on 17/12/08 but was scheduled for its weekly check. We cannot cancel these weekly*

checks. If the aircraft was due back on Tuesday morning from Cancun that means the weekly usually takes place sometime on Tuesdays.

Why wasn't the weekly checks carried out whilst the Aircraft was grounded in Cancun? Seems like common sense knowing that there is a possibility of further delays to passengers.

Additionally, if a customer arrives late to check-in customers have to pay an administrative penalty or not even able to fly that very day. However when [NAME OF TOUR OPERATOR] run late it's acceptable to provide a £5 meal voucher and that's it. **Where's the fairness in that?**

Diversion / Poor Communication issues.

Confirmation from the Directors Office (Author [NAME]) states*: the diversion was not confirmed until during the flight. Attempts were made to divert passengers to LAX as* ***we have facilities available there****……. Unfortunately, we were unable to arrange for staff to meet your flight at Ontario Airport, as this is not an area where we operate as a company etc*
LAX Airport is 47.1 miles away by car to Ontario Airport and I'm positive a little effort from staff in Los Angeles to meet us at our flight bearing in mind the diversion was confirmed during the flight. Staff at LAX / Los Angeles should have made their way to Ontario Airport to continue its duty of care and welfare.

Directors Office (Author [NAME]) confirms *Operations staff were advised by Customs/ Border Police that no one was available for 12 hours.*

We were left on the Aircraft awaiting Customs & Border Police from 17:35 – 22:35 and were told when Border Police boarded the aircraft that they had been there since 17:35- **our time of arrival**.

This is a severe lack of communication between operational staff / Pilot with staff at Ontario Airport and as customers, we suffered. Were we expected to sit on a plane for up to 12 hours following an initial flight delay of over 5 hours and flight time of 10.5 hours?

Left high and Dry however feeling cold, hungry and dehydrated.

We arrived at Ontario Airport at 17:35 (USA Time) and had to wait on board for a number of hours. [NAME] Airlines finally provided all passengers hotel accommodation however this exercise took until to 02:40 to conclude. From 20:00 to 02:20 we were dumped at what appears to be a disused terminal without any assistance from [NAME OF TOUR OPERATOR] Staff. Customers were forced to sit on cold floors due to limited seating with no food, water facilities or heating. [NAME OF TOUR OPERATOR] did not care about it's customers on flight [NUMBER] to Las Vegas with a number of passengers celebrating birthdays / anniversary's / Honeymoon and actual precious wedding days etc spending their hard earned money.

What Customer Service? Obsessive! afraid not, more like Depressive

1. There was no [NAME OF TOUR OPERATOR] staff / representatives available at Ontario Airport ensuring our welfare and safety even though staff were allegedly available in the LA area 47.1 miles away.
2. [NAME OF TOUR OPERATOR] as an organisation failed to think on its feet and / or have emergency procedures / protocols, contingency plans in place to react accordingly. As a result we as customers suffered.
3. Accommodation was cancelled by a number of hotels in Las Vegas as we had not checked in by 23:00 on 17/12/08 even though Representatives in Las Vegas should have notified individual hotels - this caused stress to some passengers
4. The flight from Ontario to Las Vegas on 18/12/08 finally left at 15:53 (USA Time) and arrival at Las Vegas 16:40.[NAME OF TOUR OPERATOR] made every effort to get us to our destination - **NOT**. There was no urgency and we ended up 28.5 hours late to our destination.
5. Representatives at Las Vegas did **NOT** wish to be drawn on our 'Journey form Hell' and refused to discuss the matter showing no empathy or even apologising at the Welcome Meeting of 19/12/08. They were more interested in selling excursions!
6. Customer Service on our return and dealing with [LOCATION] Customer Relations and the Directors Office is NOT Transparent. No direct telephone numbers or even the name of the person that's dealing with your complaint. It appears a standard letter was raised on the circumstances surrounding flight [NUMBER] and they did not fully investigate individual complaints.
7. In some cases no acknowledge letters were issued with 14 days or responses received within 28 days contrary to ABTA Code of Conduct.
8. Your mission statement and promises are not the worth paper they are written on. We have very little confidence in [NAME OF TOUR OPERATOR] as an organisation.
9. I would also suggest you obtain the Customer Questionnaires completed on board Flight [NUMBER] to note your miserable failings.

Evidence

As a group we have obtained evidence from McCarran International Airport that the Airport was still open at 16:00 (USA time) and if the delay from Cancun on 15/12/08 had been managed more effectively and we left Manchester on time we would have arrived in Las Vegas at 12:10 on 17/12/08 (US Time) and not had our travel plans disrupted. The fault lies with [NAME OF TOUR OPERATOR].

Loss of Enjoyment

Travelling over 6000 miles to Las Vegas for one week holiday and taking into account time differences, the disruption of 17/12/08 & 18/12/08 caused customers to lose the first 3 - 4 days of their holidays – that's 50% of our time lost by travel chaos we believe was imposed by [NAME OF TOUR OPERATOR] by not organising alternative measures due the problems faced in Cancun on 15/12/08.

It's now time to hold your hands up and admit that as an organisation you failed your customers on this occasion. As customers we didn't get what we paid for. Everyone on Flight [NUMBER] paid for their holidays on time for your contracted services and you showed 'bad workmanship' by contributing and causing our Holiday / Journey from Hell. (EM - 27.6.09)

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We booked a holiday to Turkey with [NAME OF AIRLINE] who failed to let us know our flight back home had been changed to an earlier flight. They said that they sent a letter in the post three weeks in the post two weeks before departure but I had received nothing from them outlining this change. I even spoke to a [NAME OF TOUR OPERATOR] representative two days before we were due to depart as they rang about a terminal change but they failed to mention that there had been a flight change. While we were at the hotel in Marmaris the [NAME OF TOUR OPERATOR] representative there did not mention a flight change. They told us to refer to the board at reception about pick up times. The board had the pick up times for the flight we were originally meant to be on (which had been cancelled). On the evening we were due to depart the receptionist at the hotel told us that we had missed the transfers that had been arranged for us. (They had come at 9.30pm and left without us). We told the receptionist this was not possible and showed him our tickets and the pick up times on the board. At the time there was another [NAME OF TOUR OPERATOR] transfer bus outside the hotel and the receptionist said to ask the representative outside just to make sure. We asked the representative outside she said she was quite certain that our flight was still going ahead and our transfers would still be coming at 00.45am but she said to ring the [NAME OF TOUR OPERATOR] emergency number as they would have more up to date informatio n. We rang this number and spoke to a woman named [NAME] she said that the flight was still going ahead and that our transfers would still be coming and not to worry as this mix-up had happened to quite a few people. Our transfers did not come until 1.20am, when we got to Dalaman airport we couldn't see our flight number on the screens so we decided to ask the information desk. The man at the information desk said no such flight was departing; he made an announcement for a [NAME OF TOUR OPERATOR] representative to come and see us, by this time about twenty other people had joined us all with the same problem. The representative that came also didn't know what was going on so he called a supervisor. The supervisor [NAME] said that we had all been notified in writing before the holiday. I told her this was not done and told her about the incorrect information that was on the board at the hotel and how the woman at the [NAME OF TOUR OPERATOR] emergency number said that our flight was still going ahead. I also pointed out to her that if our flight had been cancelled then why were the transfers arranged for us. She said that there was nothing she could do and that we would have to pay for another flight an d raise it up with [NAME OF TOUR OPERATOR] when we got back home. She said she would help get us on a flight

home but we found out an hour later that the [NAME OF TOUR OPERATOR] representatives had left. They didn't offer to give us access to internet or telephones. We were left to arrange a flight ourselves. We managed to arrange a flight which was not until 10.30pm, so we were left at the airport for 20 hours before we managed to get home. At present I have sent a complaint letter to [NAME OF TOUR OPERATOR], I was just wondering what would be the usual outcome in this case? Do we have a valid claim against them, because at the airport the supervisor kept trying to talk her way out of everything even thought she wasnt doing a very good job.She just kept saying that they supposedly sent us a letter, which we didnt recieve. I have uploaded a copy of the complaint letter that i have sent to [NAME OF TOUR OPERATOR]. - (EM - 9.7.09)

****

I am in dispute with [NAME OF TOUR OPERATOR] ref a 12 hr + delayed flight from Turkey on 4 May 09. I have claimed compesatio n under the Denied Boarding Regs. They state that I am not entitled to any compensation under any circumstances. The flight was not only delayed but was flown in to Stanstead as opposed to the original destination of Gatwick were we arrived some 14 hrs late. Full details are available.Your guidance would be appreciated - (EM - 24.7.09)

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Scenario:
A package holiday (flight and accommodation) to Greece for an agreed date was booked. The customer checks-in etc, but after boarding the aircraft is told there is a "technical" problem. This causes a delay of 14.5 hours such that the customer arrives ½ day late, and so ½ day holiday is lost.

The immediate situation is handled appropriately, providing food vouchers and accommodation.

Questions:
1. Is there a valid claim:
- That the travel company in breach of contract and liable for the loss of a ½ day's holiday
- For EUR 400 for flights within the EU of more than 1500 km
- In another way?

2. The travel company says in their T&Cs that where it relates to the 2004 Denied Booking Regulation "*...you must pursue the airline for the compensation or other payment due to you*" (see below). Would that override the fact that we booked the accommodation and flight with them? - (EM - 8.7.09)

****

In absolute desperation, I am now writing to you regarding the utterly disgraceful manner which I have personally been treated, by a so called reputable Travel Company called [NAME] May I please ask that you read my pitiful story and then hopefully advise me on any further action that I may be able to take against them, as I

believe that they have unfortunately escaped all justice? Earlier in 2008 my wife's elderly mother, who still resides in the Far East suffered a very serious Stroke. I therefore considered it **my duty** to ensure that my wife and two sons visited her at the earliest possible opportunity. I therefore arranged an immediate bank loan and organised some on line flight tickets for my family to fly out to the Far East on 09 August 2008.

The flights involved three airlines:
[NAME OF EU AIRLINE] – Manchester to Heathrow (return).
[NAME OF NON-EU AIRLINE] – Heathrow to Honk Kong (return).
[NAME OF NON-EU AIRLINE] – Hong Kong to Manila (return).

Upon booking the air tickets, there was a very positive correspondence between myself and my Travel Agent, [NAME OF TOUR OPERATOR] as my e-mails (documents 1 to 10 demonstrate). All of my queries and anxieties were issued very promptly and professionally. It was a **pleasure to do Business with them.**

However, upon returning back to England, after what proved to be a particularly exhausting trip, with very little rest during a short stop over in Hong Kong, my family's flight from Heathrow back to Manchester on **31 August 2008 was cancelled**. This flight [NAME OF EU AIRLINE AND FLIGHT NUMBER] was scheduled to have left Heathrow at 16.00 hrs that day.

Additionally my family's entire luggage **had also been lost**. However they queued and managed to get air tickets for the next flight - [NAME OF EU AIRLINE AND FLIGHT NUMBER]. This flight was scheduled to leave Heathrow for Manchester at 18.50 hrs. Regrettably, upon getting to the departure gate this flight was also cancelled without warning (document 39 are the actual original boarding passes and **clear evidence that my family attempted to get on later flights).**

Upon queuing for the final flight from Heathrow to Manchester, my family were told that, **that flight was also cancelled**. In a desperate final attempt they also queued for the final flight to Leeds airport that evening **but this was also cancelled**.

It was now past 21.00 hrs, some **5 ½ hours of waiting and queuing** at Heathrow Airport, my youngest son was **severely travel sick**, all the family were **particularly tired**, all of the luggage **was lost** and the situation looked **absolutely impossible**. Additionally, as reported in the press at the time, the communication at Heathrow was virtually nil. Nobody's advice was forthcoming about the lost luggage or the probability of getting another flight the next day. What was advised by Airport Representatives, was simply to **risk and wait** for the possibility of another flight the next day or to make your **own way home and claim a ticket refund.**

With all of the odds **against my family**, stranded in Heathrow and with the next day being a busy Monday working day, it was decided that the probability of obtaining a flight the following day was **very slim**. With this poor probability and the fact that my family were sick and traumatised I made the decision, following my wife's plea, to drive to Heathrow from our home town of [LOCATION] **overnigh**t to collect them.

Upon arriving at Heathrow, at approximately 01.30 hrs on the Monday morning of 01 September 2008, the airport appeared to be deserted and I could find nobody to advise me on what procedures I should follow to claim for the lost luggage and the cancelled air flights. I therefore decided to return home as soon as possible and utilise the **services and great relationship** that I had enjoyed earlier with [NAME OF TOUR OPERATOR] and seek their essential, **professional assistance**.

Later on 01 September 2008 I telephoned [NAME OF EU AIRLINE] and spoke to a very helpful representative called [NAME] who confirmed that the cancelled air tickets would be worth approximately £371.00 (document 34 refers). However, she also advised that the main International Carrier [NAME OF NON-EU AIRLINE] would be responsible for refunding my cancelled flight tickets but that **I must make my claim via my Booking Agent, who were contractually obliged to arrange these air flight ticket refunds.**

Hoping that I could shortcut this process I then telephoned [NAME OF NON-EU AIRLINE] but they also confirmed [NAME OF EU AIRLINE] advice, **that I must claim my refund through my Booking Agent**. As my Booking Agent had been so **professional** prior to my family's holiday, I felt **quite confident** that with their **superb communication** record, arranging these refunds would be quite straightforward.

On 04 September 2008 I sent my first e-mail to a [NAME] at [NAME OF TOUR OPERATOR], politely requesting her kind assistance with the processing of my cancelled flight refund claim (document 11 refers) .

Regrettably, despite many phone calls and e-mails requesting an update on my claim, **I was simply ignored**. **The professional and customer orientated relationship that I had enjoyed when I booked the original flight tickets had disappeared! It appeared that [NAME OF TOUR OPERATOR] had my money and were clearly not interested in returning any of it!**

After waiting and being ignored for an incredible **8 weeks**, I telephoned the [LOCATION] Trading Standards Department to seek their advice. I dealt with a [NAME] who was kind enough to assist me with what was becoming **my cancelled flight ticket refunds ordeal.**

To my astonishment and after a further 6 weeks, [NAME] from the [LOCATION] Trading Standards Department reports that his last e-mail to [NAME OF TOUR OPERATOR] still remains **unanswered and that he cannot legally** make the Trader converse with him but that he believes that my claim is both **viable and a successful one** (doc 23 refers).

Unfortunately therefore, after being reasonable and patient for over three months and with [NAME OF TOUR OPERATOR] choosing to **ignore** both the Trading Standards Department and myself, **I considered that I had no alternative but to file a County Court Claim**.

In a **final effort** to get [NAME OF TOUR OPERATOR] to be reasonable and converse with me, I sent them a letter by recorded delivery on 04 December 2008,

stating that I would take County Court action if my cancelled flight ticket refund **was not received** within 14 days (letter document 27 refers). **This letter was also ignored and no reply was ever received.**

Since filing my claim with the County Court and receiving the Defendants representations, I have once again contacted both airlines and requested their further assistance. Both airlines still insist that as the original contract was with [NAME OF TOUR OPERATOR], then any refund must be made by them. Indeed an e mail dated 03 February 2009 from [NAME OF EU AIRLINE] Senior Revenue Services Agent [NAME], clearly states **'but as I told you last year, you have to get your Travel Agents to claim any refund from [NAME OF NO-EU AIRLINE]'.** Concluding her communication by stating '**as [NAME OF EU AIRLINE] cancelled the flight, they have not billed [NAME OF NON-EU AIRLINE], so we have no money. Your Travel Agent should be getting on to their Ticketing Agent, who should then be asking [NAME OF NON-EU AIRLINE] to refund the cancelled flight'** (document 35 refers).

On 04 June 2009, I met [NAME OF TOUR OPERATOR] at the County Court in [LOCATION]. Regrettably, due to my claim being for a refund and not compensation, my case was withdrawn, as the District Judge stated that legally my claim was with [NAME OF NON-EU AIRLINE] and not [NAME OF TOUR OPERATOR] (as I already knew but [NAME OF TOUR OPERATOR] would not help me).

The District Judge did however, severely criticise the disgracefully poor Customer Service of [NAME OF TOUR OPERATOR] and recommended that assist me and seek a refund on my behalf from [NAME OF NON-EU AIRLINE] (as I had reasonably requested all those months ago).

[NAME OF TOUR OPERATOR] have now, stated that they have managed to receive a flight refund from [NAME OF NON-EU AIRLINE] of just £60.00 for me. This is a disgrace, as if I knew that I would have been entitled to only a £60.00 refund, at the original date of my first enquiry, I would never have pursued my claim!

After this disgraceful behaviour from [NAME OF TOUR OPERATOR], may I now please request your kind assistance/advice?

[NAME OF TOUR OPERATOR]:

- Ignored my pleas for assistance, both verbally and in writing.
- Ignored the requests of a Trading Standards Office of the [LOCATION] Trading Standards Department.
- Ignored a written warning, that if I they did not assist me, I would have no alternative but to take County Court action against them.
- Ignored the [LOCATION] County Court requesting them to file a Defence.
- Were severely criticised by the District Judge for their disgraceful Customer Services.

I simply cannot believe that it can be right that a professional international business like [NAME OF TOUR OPERATOR] can 'get away' with the way in which they have

treated me. The cost, time and anxiety they have caused me, whilst attempting to claim a refund for some cancelled air tickets is unbelievable and totally unjust. - (EM - 18.8.09)

****

I am writing to you in connection with the above flight which was booked on 16 July 2009. The flight was supposed to depart from Madrid Barajas Apt [MAD] at 20:50 but was delayed more than 3 hours. Under **EU Regulation 261/2004**, both, [NAME] and [NAME] are entitled to compensation. Since Madrid is 785 miles from London Gatwick and the delay to the destination was more than 2 hours, we are entitled to €250 compensation each and look forward to receiving the sterling equivalent of €500 within the next 14 days. I attach a copy of the ticket. According to our rights, we were entitled to food, drink and accommodation which we were not given. This delay also affected our onward journeys on arrival at Gatwick since we arrived in the early hours of the morning. There was no public transport for [NAME] to get back to her home in Haywards Heath and therefore needed to hire a car from Avis at the airport. We have therefore enclosed a copy of the invoice for the hiring of the car and the petrol receipts (this was paid by Ye Ping Tsim). A hardcopy of this letter and original invoices/tickets/receipts and other enclosures are sent to the postal address as above - (EM - 18.8.09)

****

[LOW COST AIRLINE] changed my daughters flight to Portugal from 5pm to 10am without informing her. She arriv ed at the EM Airport and was told an e mail had been sent to her, which she had not received. They said that it was EU policy that she did not have to confirm receipt of said e mail. However a fellow passenger had received their e mail with a link to confirm receipt. I had to pay for another 3flights with [LOW COST AIRLINE] to get her and family to Portugal the next morning. We have written 2 letters to [LOW COST AIRLINE] with no response. Who can we contact next to claim cost of extra flights? Can you help please? Thank you. - (EM - 1.9.09)

****

My partner and I had flights booked from London to Skiathos with [NAME OF ONLINE FLIGHT PROVIDER], for our friend's wedding. 3/4 weeks before our outbound date, [NAME OF ONLINE FLIGHT PROVIDER] called to let us know our return flight had been cancelled. We had to change our accommodation plans, lost the deposit on the hotel we'd booked and had to pay more for other flights as the cheaper deals were fully booked. I would like to know if we are entitled to compensation, how much we would get and who we should contact to receive it (the airline or the travel company [NAME OF ONLINE FLIGHT PROVIDER]). Thank you for your time and help - (EM - 14.9.09)

****

On the 21st December, in the departure lounge, we were informed of a 6 hour delay due to weather conditions in Madrid. Unpreventable and we have no complaint

about this delay even though we were not offered any refreshments during this 6 hour wait. We had missed our connecting flight and assumed that we would be transferred to another once in Madrid. Worryingly no-one met us in Madrid to direct us to our next flight and the airport was in chaos. We asked an [NAME OF AIRLINE] member of staff what a group of 13 of us (with 2 infants and 2 children) could do to secure our next flight. We were instructed to wait at a particular check in desk and that we would be booked on to an alternative flight. We waited patiently at this unmanned desk for 4 hours only to be told when someone arrived that we needed to join the customer services queue. By this time the queue was so long that it was impossible to see the end (10-12 hour wait) and the desk had only 4 staff to sort out hundreds of people. At this stage we became quite concerned, some passengers were getting agitated and at one stage several scuffles broke out and security officers were called to keep calm. We avoided this area for our safety. (On one desk we witnessed a female member of staff grabbed by the throat by a furious passenger-another passenger had to pick up the phone on the desk and called security). We were left un-helped, undirected and felt abandoned-finally we stopped another staff member who told us to join another long queue. We did and again 2 hours later we were informed that we were in fact in the 'left luggage' queue! Many hours had now passed and once again no refreshments of any description were offered to us....We were finally advised to leave the airport-re-enter and obtain another boarding card from a check in desk. We joined this queue and a helpful gentleman- [NAME]- booked 13 of us on standby to fly to Las Palmas- this was a further 3 hour wait and by this time the majority of food/drink outlets were closed. We queued at our allocated check in desk but pushing, shoving and arguing started again and we again doubted that we would get on this flight. We watched and waited as **each** & **every** Spanish person (these people were on standby just like us-and many were single travellers without small children) was called on to the flight. We were distressed and eventually had to beg and plead for any seats. We wanted the mums and children away first. The mothers of the children, at this stage were exhausted and tearful. This whole experience was humiliating, degrading and frightening!! We felt like animals hurded from pillar to post where staff were abrupt, mis-informing us and we were made to feel a complete nuisance to your staff. Madrid was totally awful and every staff member (apart from [NAME]) was abrupt, didn't want to listen or help and rude to us-as your customers!!! After pleading and crying we boarded a plane hungry, thirsty exhausted, humiliated and worried...The nightmare goes on and our 2009 family Christmas was totally ruined!! We arrived in Las Palmas to find that our luggage hadn't. We joined another queue and gave our luggage labels and descriptions. We were assured that our luggage would be delivered to us direct on the following day. Please bear in mind that by this time we had been travelling for 28 hours and had run out of clean nappies, milk and had no clean clothes or eczema cream or prescription pain killers for an adult traveller. Our pre-booked mini-bus had been and gone so we had to get into 3 (more expensive) taxis and arrived at our destination ([NAME OF ACCOMMODATION]) at 7am local time. We waited all day and night for our cases to arrive- no cases came. Many guests offered us clothing and although very kind- this just added to our distress and became embarrassing. We had packed Christmas presents for the children and these had not arrived....We went to a local market to obtain a few emergency clothes and underwear mainly for the children and bought very little for the adults as we did not have the money available to spend on repeats of what was already packed in our missing cases. We bought minimal toiletries and toothbrushes. We had packed tea

and coffee and some other items that we had to re-purchase at the supermarket. We have kept as many of these receipts as we could get. Just 2 pieces of luggage arrived on the 23rd Dec, and several more on 3 different deliveries on 24th Dec, none came on Christmas Day 25th Dec and our children's Christmas presents still failed to arrive. [NAME] eczema cream did not arrive and after borrowing some cream from another guest a further taxi journey was needed to a pharmacy. The stress and strain is unexplainable. We didn't celebrate Christmas and tried our best to comfort the children. [NAME] and [NAME] now do not believe in the 'magic' of 'Santa' and their excitement this year was ruined-very sad and un-necessary to have to explain to them. On 26th Dec we got so fed up of waiting for the final cases to arrive, we sent two of the dads to Las Palmas airport in a taxi (40 euros each way). They were told that a member of staff from [NAME OF AIRLINE] would escort them to the luggage area as access was restricted after her shift ended. She then walked past the men and went off duty without helping them as she had said. Ignored and abandoned unaided yet AGAIN- and we were just trying to 'help ourselves'. The men had waited patiently at left luggage for 6 hours from 4pm to 10pm!! 6 further hours of their holiday spent waiting!! The 2 missing cases were finally retrieved at our own expense-time and money wise. Our family didn't celebrate Christmas but just gave gifts on 27th and it was totally ruined for us all. I know this letter is long and on-going but our experience of [NAME OF AIRLINE] continues with our homeward journey. On 4th Jan 2010 we checked our cases in and were charged for 3 slightly overweight cases (total 45 Euros). Please Note: these cases contained clothing and underwear, additional eczema creams and necessities that we had to purchase in Gran Canaria in an emergency as we had NO luggage!! There was an hour delay reported at Las Palmas to Madrid, again unavoidable, and we just hoped that there would be no repeat of the fiasco we experienced outwards. We arrived in Madrid and had obviously missed the connecting flight to Heathrow but were met from the aircraft and were lead through the terminal to a check in desk. Here we were told that there were no flights to Heathrow that evening and we would be put up in a hotel for the night in Madrid. No problem-we appeared to be being looked after and organised!! We handed in all boarding cards as requested and were re-issued cards for flights the following morning. We were to meet in the reception area of the hotel at 4.30am. I must point out that breakfast served at the hotel did not cater for our children-coffee and tea only served. At Madrid when checking in we were then told that we were now seated on a 7.40am plane returning to **London CITY airport……** Not Heathrow where all our cars were parked in pre-paid car parks!! We couldn't believe that we were being sent to a different airport to our home destination and tried to point out the error, we begged to go on a flight to Heathrow. We were told that this was not possible and that we couldn't transfer. We asked how we were to get to Heathrow and were told that [NAME OF AIRLINE] and [NAME OF AIRLINE] were considering providing transport to get us to Heathrow. [NAME] from [NAME OF AIRLINE] left us with another 40 minute wait for another manager to come on duty and the decision came- **No help you must find your own transport-and claim!!!** Claim, Claim, Claim- shrugged shoulders and CLAIM is all the answer we got when we ever we asked for help. We asked for vouchers to give our children a decent breakfast and were told again to "CLAIM"!!! The customer service and consideration given to us as passengers was terrible. It is wholly unreasonable to return us to a different destination than what was booked, with no help whatsoever. [NAME OF AIRLINE] has acted disgracefully towards our family, our original journey from start to finish was 30 hours- we had

missing luggage and no Christmas presents therefore no Christmas Day celebration with a 27hour overnight stay return journey**- back to the wrong airport!!** More than this the upset and anxiety caused during both journeys was awful.. We are all experienced travellers and have never been abandoned or been spoken to so rudely by airport staff before this trip. We landed at London City airport with a further 1.5 hour road journey through central London to Heathrow in a coach that we were left to pay for through no fault of our own!!!!! We had overstayed our parking allocation in Long Stay and again had to pay additional fees- no fault of our own!!! 3 cars at £15.10 per car charged. We can't explain enough what an awful holiday, Christmas and travel experience this has been for our family and this has been the 5th year that we have booked this trip (not with [NAME OF AIRLINE] before). Please find attached the list of expenses incurred due to the delays/no luggage/emergency clothing costs/ food expense and transport costs/additional parking/coach fee etc. Will you please read thoroughly **all** of the above as many people find our experience quite unbelievable. I would like to point out that throughout both our horrendous journeys no member of our party ever got seriously annoyed or was rude back to [NAME OF AIRLINE] staff-even though at times we felt it was the only way to be heard. We tried diplomacy and polite throughout and it got us nowhere! People shouting and getting aggressive seemed to us to be [NAME OF AIRLINE] priority passengers! This is fundamentally and morally wrong. We hope that you acknowledge that we deserve a full travel refund, our expenses paid and any compensation that you see fit to pay. - (EM - 25.1.10)

****

Please can you assist? I don't know who to complain to - airline or tour operator. Booked through [NAME OF TOUR OPERATOR] for a week in Taba, Egypt. Due to leave on Monday 18th. There was a storm in the night and the next 24 hours were an absolute nightmare. We were taken to airport on a minibus when all the roads were closed, a very dangerous and frightening journey. Waiting at airport for approx 12 hours, different story every time the rep came to see us. Only given a bag of crisps and a bottle of water for dinner. Moved from airport back to resort doing the same horrific journey to a hotel which didn't have any rooms. Then moved to another hotel - finally got to bed at 5.30 am to be woken at 9.00 am and told to be in reception for bus back to airport. Flight finally left approx 1.00 pm. - (EM - 25.1.10)

AIRLINE COLLAPSES – (2008-2009)

Hi there we booked a holiday some time ago for February 2009 to Antigua with [MAJOR ONLINE TOUR OPERATOR] to watch England play cricket. I have recieved a phone call this morning saying that Excel who [MAJOR ONLINE TOUR OPERATOR] use have cancelled the flight. Where do i stand with this as the prices are ridiculously high now. [MAJOR ONLINE TOUR OPERATOR] have offered a refund, but are they obliged to get us on another flight at the cost absorbed by thereselfs. Could you please give some advice please Thankyou. (EM - 1.9.08)

****

I flew to Vancouver on Zoom arilines. They went into liquidation. I have been told i may not get money back,£600, as i paid direct. I also had to fork out £700 to get back home. More money i will loose. I have been unable to get straight answers from anybody. I paid with mastercard. I also paid year travel protection. (4.9.08)

****

I want to claim back our holiday money we had booked a holiday with Freedom Direct and were flying with XLAirline and as you probable knoe they have gon into reveivership thnak you (EM - 12.9.08)

****

we had a holiday booked to fly out 16.10.08 to 23.10.08 through [NAME OF TRAVEL AGENCY], the flights are with freedom travel and accomodation is at costa teguise, lanzarote. We have been told today that the company have gone into liquidation, there are 12 of us, please advise me of what i can do. (EM - 12.9.08)

****

booked package holidaiy through I[MAJOR ONLINE TOUR OPERATOR] and am unable to contact them to find out what the position is as package included xl flights. Travel date 3-11 Oct 08. Advice would be appreciated (EM - 12.9.08)

****

booked holiday through [TOUR OPERATOR] flights with XL . flights to depart 27th september. booking ref go4721. alterntive filghts were arranged by the travel comany at a further cost of 1800 pounds we are still waiting for the refund of 1100 pound.. spoke to travel agent 3 weeks ago. they confirmed that the forms have been sent to ABTA, still not heard anything ? [TOUR OPERATOR] can not provide a date the forms were sent to you.. I have little confidence in [TOUR OPERATOR] . please advise. thank you. (EM - 8.11.08)

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Please see attached my letter to [MAJOR TOUR OPERATOR] re. compensation claim for losses. This was due to the XL airlines collapse. Their reply was that they are unable to meet any claim and that I should contact the CAA for advice. What should be my next step? (EM - 14.11.08)

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can you tell me the state of affairs regarding compensation from ABTA for the Zoom Airlines collapse? (EM - 24.11.08)

****

I booked a holiday with [MAJOR TOUR OPERATOR] online. Turned up at airport to find out the air line had gone 'bust' 10 days previous and no-one had contacted us. [MAJOR TOUR OPERATOR] won't refund fuel surcharges and won't compensate. Had to wait a month for refund of invoice and fight for it. They won't answer emails, telephone calls or reply to latest letter. (EM - 24.11.08)

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Our Holiday was late September 08 to Kefalonia. Left booking late on advice from friends. Had a strict time window of 2 weeks by employer. [MAJOR TOUR OPERATOR TRAVEL AGENCY] advised 14 day holiday that fitted holiday window. Paid in full some 3 weeks before travel. 3 days after paying for it news broke of XL airlines insolvency. We remained unaware that [MAJOR TOUR OPERATOR] had sub-contracted return trip to XL. Week later - we were contacted - advised holida cancelled but offered same resort, same hotel, same time window but 10 days instead of 14 days - for the same price !! within two weeks of paying for the 14 day offer. Pressed to accept on the spot. Quality of service from revised package offered was poor - from collection of tickets, description of resort and facilities, interest by tour rep, and errors in return ticket leading to Manchester instead of Birmingham (next to home) incurring extra cost. In all we felt that we were subject to sharp practice by [MAJOR TOUR OPERATOR] by attempting to get us to accept the same but shorter package for the same price rather than take our business away from them, and then to deny that their service was less than ideal. We have complained to Chief Exec. but case has been handled by staff who are in denial and despite kind words, do not accept liability. We are naturally incenced at the arrogance and lack of a simple small goodwill gesture and genuine unconditional apology . We are now considering firstly - writing to the Chief Executive at his home address (in public domain) to bring it to his attention, following on then to raise the matter in small claims court if no success and to name the Chief Executive as the recipient of the action. In this respect your view would be greatly appreciated. We are in our 50's. This holiday was very important to us. It was our only break in 08 and despite a lovely Island, the holiday has been tarnished by what we see as sharp practice by [MAJOR TOUR OPERATOR] through the opportunity presented by XL in the same week, and from shoddy service not in keeping with the [MAJOR TOUR OPERATOR] Mission statement. (EM - 8.12.08)

****

I have been trying to recover a £ 700+ refund from [TOUR OPERATOR] since mid October due to the demise of Zoom airlines. I have been fobbed off with countless tales throughout my dealings with this company. I would be obliged if you could assist in any way to resolve this problem. [TOUR COMPANY REFERENCE NUMBER] (EM - 8.12.08)

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My husband and I are still awaiting the refund from our lost holiday with excel airway s. We have been told that "ATOL are dealing with it". How much longer will we have to wait? (EM - 14.1.09)

AIRLINE COLLAPSES – (2009-2010)

went on holiday with [ONLINE TOUR OPERATOR] last september. xl airways collapsed and we had to find alternative flights. [ONLINE TOUR O[PERATOR] were informed we would still be going on holiday a day late and assured us the hotel would be informed. hotel was not informed resulting in us losing our rooms.have tried at least ten times to correspond with [ONLINE TOUR OPERATOR] who promise to investigate and do nothing - (EM - 15.4.09)

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In august last year I paid for a holiday via [ONLINE TOUR OPERATOR] for £278.33 by [NAME] Credit card, the airline went into liquidation XI Leisure Group reference number 400 0000105070l and I asked [CREDIT CARD COMPANY] to refund the money they declined responsibility, I have been told by another [NAME] credit card holder and employees as I am also that they are responsible. Please help its 6 months since I made this payment and I am flying on Monday to another holiday for two weeks same holiday company no problems, but they have had a lot of my monies for a long time. - (EM - 17.4.09)

****

Back in September 2009 a company called Excel went bust. Through Freedom Direct we had booked to fly to Rhodes. As with a lot of other people we lost this holiday. We have not heard anything from anyone about this since January, is there anything that we can do, as we would like to know what is going on. - (EM - 19.4.09)

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i put in a claim back in sept 2008 with my travel company to do with freedom flights which was sent to the caa. i sent all the paperwork asked for and had a reply with a claim no .in oct'08 saying they should pay out in 40 days,we are still waiting but they do not answer e.mails and phone no,s are just messages you can not speak to a human ! my travel company does not seem to know much either am i being fobbed off or will the caa pay out ? thank you , - (EM - 22.4.09)

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Failure of XL & Freedom Flights. We booked a flight with xl.com and was due to fly 20.9.08, but xl seized trading 12.9.08. We paid by my husband switch card so we were told we could not claim our £985.00 back. But on checking our bank statements both the deposit and the balance was not paid to xl but to Freedom Flights who are ATOL bonded. I have sent e-mail and RECORED Letter to to the CAA on advise from Trading Standards and also BBC Radio Sheffield who both think we have grounds to a full refund. Hoping you can HELP to resolve this matter. - (EM - 2.6.09)

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I went on holiday on September 8, 2008 with the belief that my travel and accommodation was organised with my friend.
We arrived at the airport in Corfu, the Lord travel representative noticed something wrong with our tickets as the flight number wasn't on it just CANX, so they asked us to either discuss it with our travel agent or to the representative at the hotel. We choose to discuss it with the representative face to face We spoke to [NAME] of [NAME OF HOTEL CHAIN] on the 9th who said she would look into it for us. we kept in regular contact with her while she investigated this for us. On the evening of the 12th we read from a leaflet on the reception desk that XL airways had entered into administration so all flights had been cancelled. New flights will be put on for people flying with [NAME OF TOUR OPERATOR], though the times of departure may change. Because it was still 3 days until we were supposed to depart we waited to talk to [NAME] on 10th she advised us to talk to our travel agent. We attempted to ring the only number we had using a pay phone. For the first 4 minutes it was a recorded message before I was even put in the line. I was on the phone in a queue for a total of 12 minutes at this point I tried to change the phone card and it cut out. I tried to ring on my mobile and the travel agent was closed until Monday morning, I was flying out Monday night. Our holiday was spoilt because we had no clue what was going on or when we could get home. In the end we got the number of CAA and we spent all our time until the date of departure just trying to find out about our flights with no luck. This cost me £80 including having to phone home and the extra VAT cost. I also found that other travellers had their agents keeping in regular contact with them throughout their holiday. We couldn't understand why we weren't being given this valid support. I finally got hold of my travel agent on the date of departure in the afternoon and was on the phone for 28 minutes before being able to talk to anyone and they said I had to ring CAA. CAA had told me to ring my travel agent previously. She also said that the travel agent had been open all weekend but the number available to us was not the correct number. I tried using the internet on the Saturday afternoon with no luck of a number I could use. When I got home I found this 'XL help line section' which wasn't available to me at the time of my holiday when I needed it most were they said they would contect people in order of departure, I heard nothing. I rang the CAA throughout the day at 2 hour intervals as advised, and for the last time at 9:30 pm. they still had no flight times for us, but they did ensure us that all return flights were being honoured and advised us to go to the airport as usual at least 2 hours before our departure time. We arrived early at the airport at 10:15 pm and went to the XL flights help desk. Where we were informed we didn't have a flight, as the flight we were supposed to be on was stopped a week prior. (no connection with XL going into administration).Our confidence lost and devastated as we were stranded as sent on holiday with a single ticket and no way of getting home with once again the travel agents closed. With great communication problems we final found a XL worker who was the best help we had had all holiday (and thy no longer had a job or was getting paid). We were informed that when issued the tickets on the 13th August the cancelled flight was already known by my travel agent. We also found that the flight that we were supposed to be reissued tickets for and wasn't, left at 7.50pm so we had no flight to get to Gatwick on that night, unless we wanted to go by another company and pay for it. The only other option was a flight leaving to Glasgow at 0255 which was a XL replacement flight, flight number being [FLIGHT NUMBER], as it was a larger plane. The only issues was that we would have to pay for another flight from Glasgow as I lived in Northamptonshire. This took over an hour and I paid £218 for the flight from

Glasgow to Luton and then both mine and [NAME] train ticket to [NAME OF TOWN] which was £27 altogether. I had around paid out around £40 on return train tickets to Gatwick which was lost. Since September I have continued to ring regularly and emailing, sent 2 complaint letter in October and January (January inclosing copy of receipts) and so far got no were. I was told about 4 months again that if I have my card details I would at least get my flights back but am still waiting and email most days. Sorry this is so long but I want to give all the information to you as I'm getting fed up with the time it is taking. And the money I paid out as been holding on my credit card gaining interest. - (EM - 11.6.09)

****

hi i wondered if you could help me out i e/mailed you a while ago about an expences claim from freedom direct i now have another problem with atol regaurding refunds for flights from xl airlines which went bust it is now over 1 year since this occured and i have suddenly just received a letter from atol requesting all the information of the holiday which i have already supplied - (EM - 17.6.09)

FLIGHT PRICE CHANGES – (2008-2009)

We are going to the Maldives next Jan we are due to pay the full amount in Oct.Can the airline add fuel surcharges once you have paid the full amount. (EM - 9.8.08)

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I JUST BOOKED A CHEAP FLIGHT TO SPAIN BUT THE EXTRAS COME TO £168 ON TOP OF THE FARE ? I THOUGHT THI S WAS BEING STOPPED? (EM - 13.8.08)

****

On Sunday 24th August I booked a flight to Florida through [MAJOR ONLINE FLIGHT ARRANGER]. A friend had phoned them on my behalf and was told cost was £427 and they would hold it for 10mins. for me. I did this and was told it was £427 so I booked it. However on checking my bank statement I find they have charged me £438.90. I phoned to ask why this had happened and was told this had been price quoted and it was a good deal. Had I gone elsewhere it would have been £150 more.(Totally irrelevant) I phoned and was assured this was price quoted. IT WAS NOT. It is a small amount and I still would have paid but it is worrying that [MAJOR ONLINE FLIGHT ARRANGER] can quote one price and yet take extra money from my account. I would be grateful for your advice. I can provide e-mail of friend who was quoted same price. (EM - 28.8.08)

****

I cannot be the only person to have made this mistake, but I bet there are not many people who have done it twice, and the second time in spades. I booked with [AIRLINE] on the 4th July last year to travel to Boston on the 17th Sept and paid £761.80 for two grunt class tickets. About two weeks later they announced a 'SALE' and these tickets dropped by about £150 each. I was spitting blood, but there was nothing I could do. On the 20th Oct this year we decided to treat ourselves and book Club Class tickets to Orlando Florida, travelling on 2nd Jan 2009. The best deal at the time was with [AIRLINE] and we paid £1548.50 each for an Upper Class experience. Last Friday, 31st Oct, [AIRLINE] announce another 'SALE' and they are now offering a Club World ticket for a mere £1200.00. The difference being an eye watering £348.50 each. Of course [AIRLINE] have now announced their 'SALE' and I cannot bring myself to check how much they have chopped off this ticket. My Question is, is there any pattern to these 'SALES'? I do not want to make this mistake AGAIN! It is always a fine line in judging how long to wait before you book a flight and risk availability. We always worked on a 10 week rule as being the optimum time, or maybe we are just plain unlucky? (EM - 4.11.08)

FLIGHT PRICE CHANGES – (2009-2010)

last Nov we booked a holiday (flights, house and car) through [NAME OF TOUR OPERATOR]. we booked premuim seats coming home. When we went to pa y invoice they told us the price had gone up... we have challenged.. what else? - (EM - 25.7.09)

NAME CHANGES – (2008-2009)

Received holiday tickets approximately 2 weeks ago. One of the surnames is wrong - only by 1 letter. My travel agent informs me this is fine but it states quite clearly on the ticket from [MAJOR TOUR OPERATOR AIRLINE] that the spelling must be correct. I have tried repeatedly by phone and e-mail yesterday for the tickets to be changed but the travel agent has not done so. I fly out tomorrow and am really worried we will not be able to board the plane because of this difficutly. The travel agent has stated they would phone the airline for me and sent me written proof that one spelling error will not affect our holiday. To date I have not received this. What can I do? (EM - 10.9.08)

NAME CHANGES – (2009-2010)

We have booked 2 flights to mahon menorca with [LOW COST AIRLINE]. we filled in t he details and booked however when we printed off the information the names did not make sense. consequently we have rang [LOW COST AIRLINE] who have said it is our fault and we have to pay £100 each to change the names. I jusy wanted to know: 1. Can they charge £100 each 2. We think that it is a computer error on their part but how can we prove this? - (EM - 24.7.09)

FLIGHT PASSENGER COMPLAINTS – (2010)

My wife and I have just returned from a weekend in Paris, a Christmas present from our 2 sons. When we arrived at CDG on Sunday evening we noticed the flight was cancelled. The [NAME OF LOW COST AIRLINE] desk stated that the next available flight to Bristol was Tuesday 12th January 2010. This was not a possible solution as we had a 14 year old daughter at home with 2 dogs. One of my sons had been in Bristol for the weekend to look after her but was already on route back to London. The lady at the [NAME OF LOW COST AIRLINE] desk couldn't suggest any other solution other than the Tuesday flight, therefore it was left to me to suggest transferring to the Glasgow flight that evening and then flying back to Bristol Monday morning. Obviously I am out of pocket due to this cancellation, and looking at the attached arrivals status for Bristol on Sunday evening, was operating with no adverse problems, as was Paris CDG, so why was the flight cancelled ? Having recently been made redundant and now unemployed , these unexpected costs have bared heavily on me. Listed below are these costs which I appreciate you would reimburse me with.

2 x Flights Glasgow to Bristol £177.43
1 x overnight stay in Glasgow £57.00
1 x suitcase in hold charge £18.00
Breakfast at Glasgow airport £10.92

All receipts are attached. Any further questions please do not hesitate to contact me - (EM – 23.2.10)

****

[NAME OF LOW COST AIRLINE] appear to be employing deperate tactics to maximise their profits. They are attempting to cancel existing bookings citing " Rescheduling" as the reason whilst continuing to sell exactly the same flights at a higher price – (EM – 23.2.10)

THE 261/2004 SURVEY DATA – (2007-8):

For the purposes of this report, HTW considers that it should include the findings of its own survey on the issues of 261/2004, completed in May 2008. We consider that a similar survey today, would return similar results and we base this opinion on the continuing receipt of Consumer experiences to this Organisation. The script of the survey is re-produced (additional comments on Package Travel Directive issues have been removed) and it should be noted that the survey was included within our report to the EU Commission in April 2009.[17]

"This survey relates to the EU Directive that provides rights to the Consumer where they have suffered Flight Delay, Denied Boarding or Flight Cancellation.

This survey operated between May 2007 and May 2008. In all, an average of 36.5 travel consumers chose to take part in this survey[18]. This relatively low number does not surprise this Organisation[19], simply because the majority of calls of complaint received, concern problems within holiday contracts.

From the perspective of HTW, the survey accurately reflects the nature of the complaints concerning airlines.

We have chosen to illustrate this '261' survey to demonstrate the nature and extent of complaints experienced by air passengers.

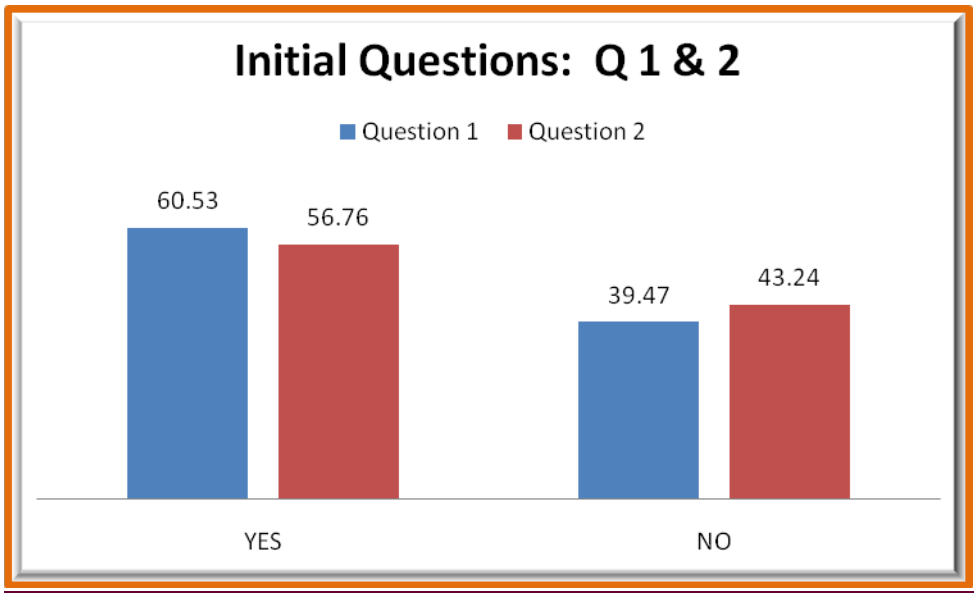
As options to choose components in order to create a package holiday, become more popular, this survey is a timely reminder of the practical problems that lay ahead and how the failure in one 'component' could have a serious impact upon the operation of the other 'components'.

The survey also provokes the debate on whether the free market principle of consumer

[17] http://www.holidaytravelwatch.net/2009/04/17/the-summer-of-consumer-discontent-2008-update-on-the-operation-of-the-package-travel-directive/
[18] Full details of the survey can be obtained from HTW upon written request
[19] HTW notes the TV survey results of major cosmetic companies which provides < 100 responses to product claims

choice and a so called level playing field through deregulation will actually deliver a safer or higher quality product?

Given the concern expressed by the 'traditional' travel industry, that airlines selling 'Package Holidays', sit outside a Regulatory Environment, this survey illustrates the consequences to Consumers of a working EU Directive. It is clear that the airlines have some considerable way to go before it can be said that they are actively providing rights under '261'; the burning question is this, if Travel Consumers suffer detriment under '261', what extra methods of enforcement should be imported if the Package Travel Directive were extended to include the commercial activities of airlines?



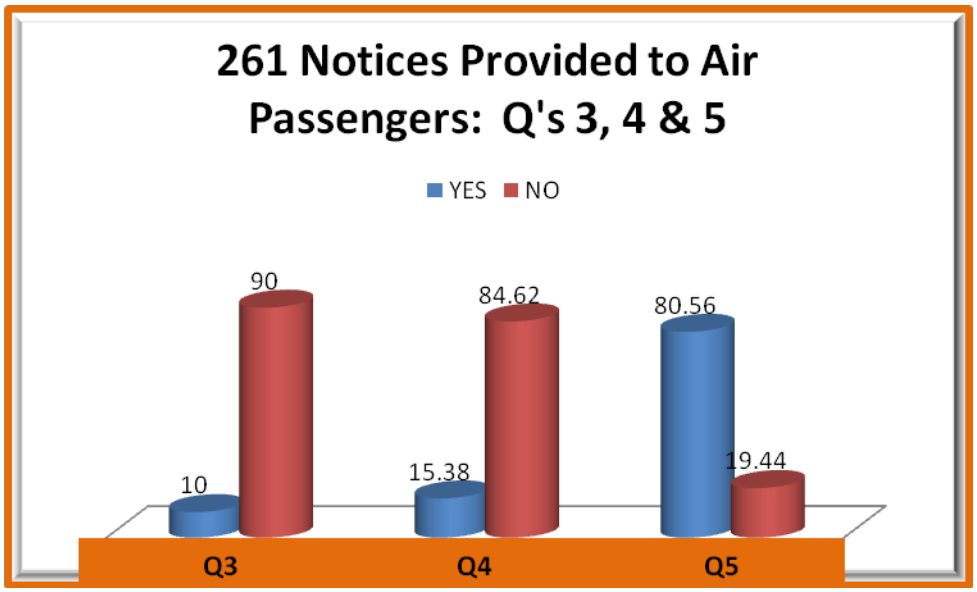
YES	NO
60.53	39.47
56.76	43.24

The survey began with the following base questions:

1. Did you fly or take a flight to a destination outside the European Union, either to or from the UK?
2. Did you fly or take a flight within the European Union, either to or from the UK?

It establishes the nature of the flights taken, whether they were extra-community or intra-

community[20]. The survey reveals an almost even split between extra & intra community flights taken.



YES	NO
10	90
15.38	84.62
80.56	19.44

Under 261/2004, the Directive requires that certain information on rights be given to the air passenger, the questions asked were as follows:

3. Did you receive or were you shown, from either the airline or tour operator, any notice about your rights before departure?
4. Did you see or were you shown any information about your rights, at the time you checked in for your flight?[21]
5. Do you think that the airlines and tour operators should provide you with a copy of your rights before you depart?

We found that only between 10 & 15% of those surveyed either received or saw notices affecting their rights! A massive 80.56% surveyed considered that they should receive a copy of their rights before departure!

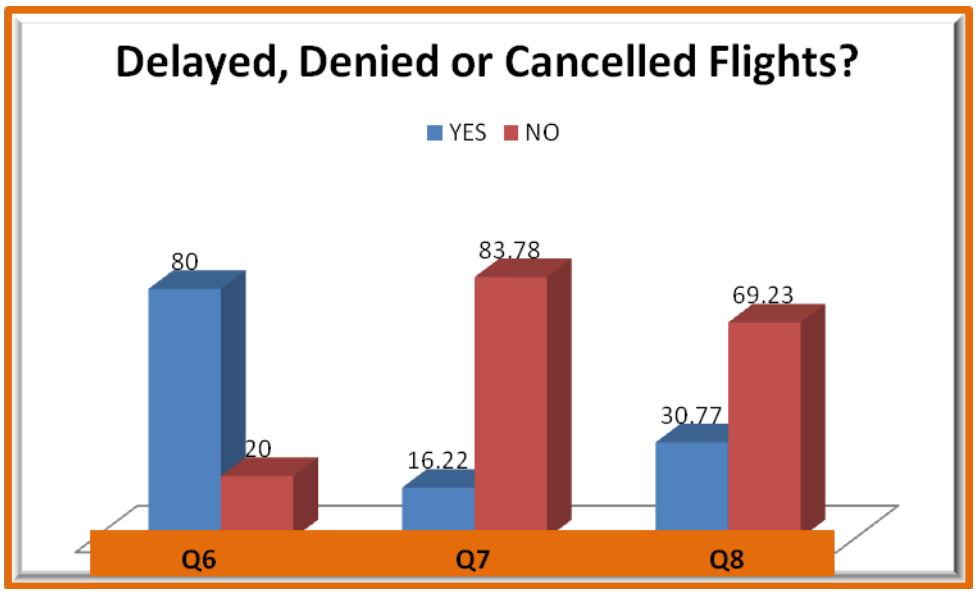
The result clearly suggests that despite the requirement within the 261/2004 Directive,

[20] Article 3 – 261/2004 – Scope of the Regulations
[21] Article 14 – 261/2004 – Obligation to inform passengers of their rights

requiring notices to be displayed at check-in, very few airlines appear to be complying. Within the blog feature on our website, the blog entitled 'The Dawn Patrol' provides an example of the experience of one young couple at check in![22]

Complaints made to HolidayTravelWatch often express surprise and frustration of the lack of information and delivery of the '261' rights. The results of this question suggest that lack of information is the root cause as to why the Directive is not fully effective!

The lesson of '261' must be learned – the Travel Consumer must be supplied with a key facts document as part of a standard form of contract!



YES	NO
80	20
16.22	83.78
30.77	69.23

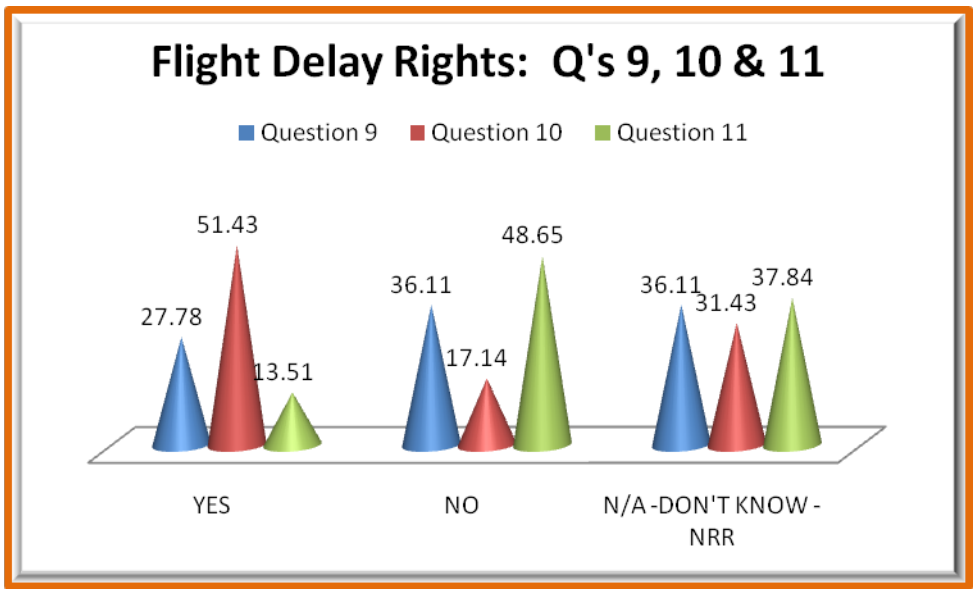
This section of the survey highlights the nature of the problems suffered by air passengers. The questions asked:

[22] HTW Blog – The Crow's Nest – 'The Dawn Patrol' - http://www.holidaytravelwatch.net/news-desk/the-crows-nest/the-dawn-patrol/

6. Have you recently experienced a flight delay?[23]
7. Have you recently been denied from boarding your flight?[24]
8. Have you recently had your flight cancelled?[25]

These results reflect the majority of complaints we receive about '261' rights. As in the survey, the majority of complaints we receive concern flight delays. It is noteworthy that the line between what constitutes a delay or a cancellation becomes blurred when a flight is 'delayed' until the next day.

During the 2008/9 holiday season, such delay issues or indeed those involving lengthy same day delays, have been observed to often have a serious impact on so called 'component' purchased holidays.



YES	NO	N/A -DON'T KNOW - NRR
27.78	36.11	36.11
51.43	17.14	31.43
13.51	48.65	37.84

The questions then sought more detail on the nature of the delay experience. The Travel Consumer was asked:

[23] Article 6 – 261/2004 - Delay
[24] Article 4 – 261/2004 – Denied Boarding
[25] Article 5 – 261/2004 - Cancellation

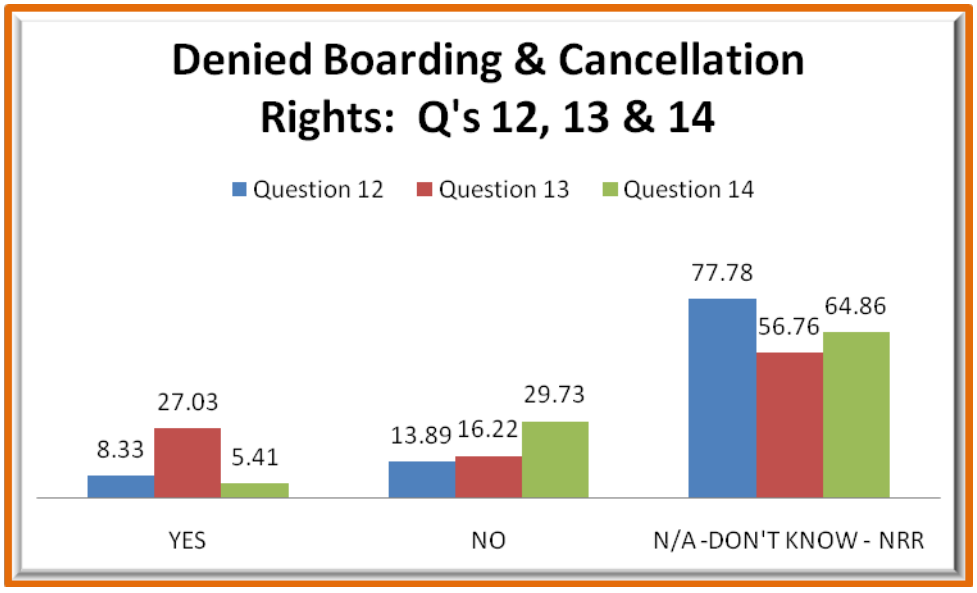
9. If you were delayed was it for more than 2 hours but less than 5 hours?[26]
10. If you were delayed was it for more than 5 hours?[27]
11. If you were delayed by more than 5 hours were you offered reimbursement?[28]

Over 50% of those surveyed declared that they had been delayed by more than 5 hours!

Nearly 28% advised that they had suffered delays of more than 2 hours but less than 5.

48.65% stated that they had not been offered reimbursement of their flight where they had been delayed by more than 5 hours and only 13.51% declared that they had been offered such a reimbursement.

When questioning holidaymakers, we again find that it is the lack of knowledge on their rights that contributes to the shortfall on this consumer benefit. The shortfall is often compounded by unwillingness on the part of the airline to 'advise' or 'offer' the said right.



YES	NO	N/A -DON'T KNOW - NRR
8.33	13.89	77.78
27.03	16.22	56.76
5.41	29.73	64.86

[26] Article 6 – 261/2004 - Delay
[27] Article 6 – 261/2004 - Delay
[28] Article's 6 & 8 – 261/2004 – Delay & Right to reimbursement or re-routing

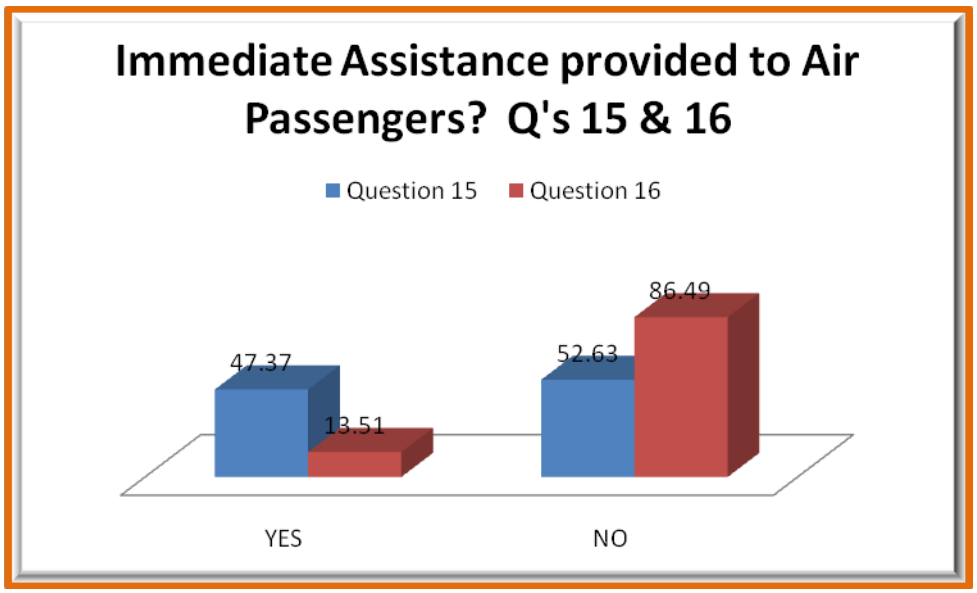
These questions concentrate solely upon the Denied Boarding or Cancellation Rights. We asked:

12. If you were denied from boarding your flight did they ask you to volunteer first?[29]
13. If you were denied boarding or your flight was cancelled were you reimbursed or re-routed?[30]
14. If your flight was cancelled were you informed more than 2 weeks before your flight was scheduled?[31]

Given the high number of responses within the 'N/A – Don't Know – NRR (No Response Recorded)' category, we would suggest that this is again an area where there is a lack of understanding of the question, simply because they did not understand what their rights were. If that is the case, then this again repeats the issue of a lack of notice provision to the Consumer!

With regard to the general issues raised by the questions, it is difficult to conclude from the data recorded whether such rights are being offered; is it safe to assume from the limited data that such rights are not being offered?

[29] Article 4 – 261/2004 – Denied Boarding
[30] Article's 4, 5 & 8 – 261/2004 – Denied Boarding, Cancellation and Right to reimbursement or re-routing respectively
[31] Article 5 – 261/2004 - Cancellation



YES	NO
47.37	52.63
13.51	86.49

The provision of assistance to the Travel Consumer clearly demonstrates the care, or lack of care, that should be delivered at the front end of the air transport product. We asked:

15. If you suffered a Delay, Denied Boarding or Cancellation, were you provided with reasonable meals and refreshments?[32]
16. If you suffered a Delay, Denied Boarding or Cancellation, were you provided access to telephone calls or faxes or telexes or e mails?

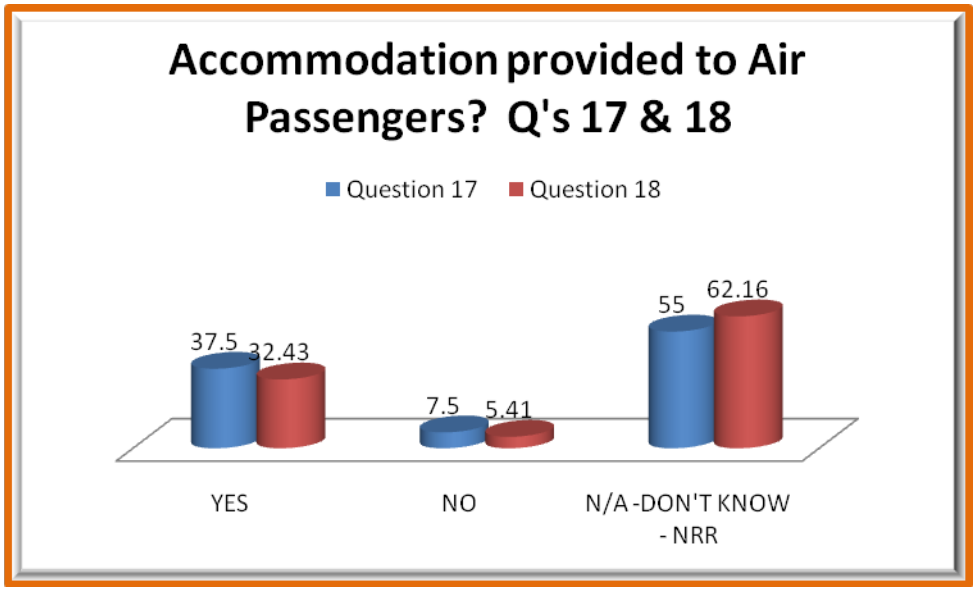
The survey results demonstrate that the issue of whether the Travel Consumer was provided with refreshments is close to being evenly split. **The issue of access to communication demonstrates that nearly 87% of those surveyed were not provided with this facility!**

A good example of a typical flight delay scenario can again be found through the HTW blog in its article, 'The Long Good Friday'. It illustrates the issues of :

- '261' interpretation,
- lack of information;

[32] Article 9 – 261/2004 – Right to care

- lack of assistance;
- lack of notices;
- poor levels of cash/vouchers offered for refreshments within airport complexes![33]



YES	NO	N/A -DON'T KNOW - NRR
37.5	7.5	55
32.43	5.41	62.16

Where a flight is seriously delayed or cancelled, the care that should be offered to passengers should include overnight accommodation. We asked:

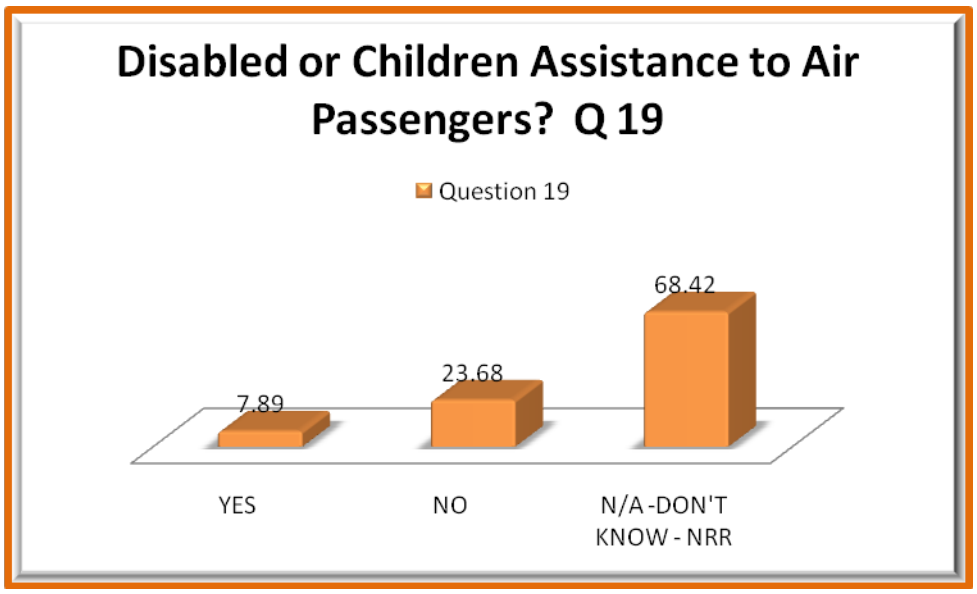
17. If you suffered delay, denied boarding or cancellation were you provided with appropriate hotel accommodation?[34]
18. If you suffered delay, denied boarding or cancellation and were offered hotel accommodation, did they provide transportation to/from the hotel?

Roughly one third of those surveyed declared that they had received the assistance of hotel accommodation and transport to the hotel. Once again, we received a high volume of returns in response to this question within the category 'N/A – Don't Know – NRR (No

[33] HTW Blog – 'The Crow's Nest' – 'The Long Good Friday' - http://www.holidaytravelwatch.net/news-desk/the-crows-nest/the-long-good-friday/

[34] Article 9 – 261/2004 – Right to care

Response Recorded) (2/3rds of those surveyed). **This suggests 2 issues; firstly it is either the opinion of those surveyed, who considered that this question did not apply to them, or they simply did not know nor were aware of the rights that were available to them.**



YES	NO	N/A -DON'T KNOW - NRR
7.89	23.68	68.42

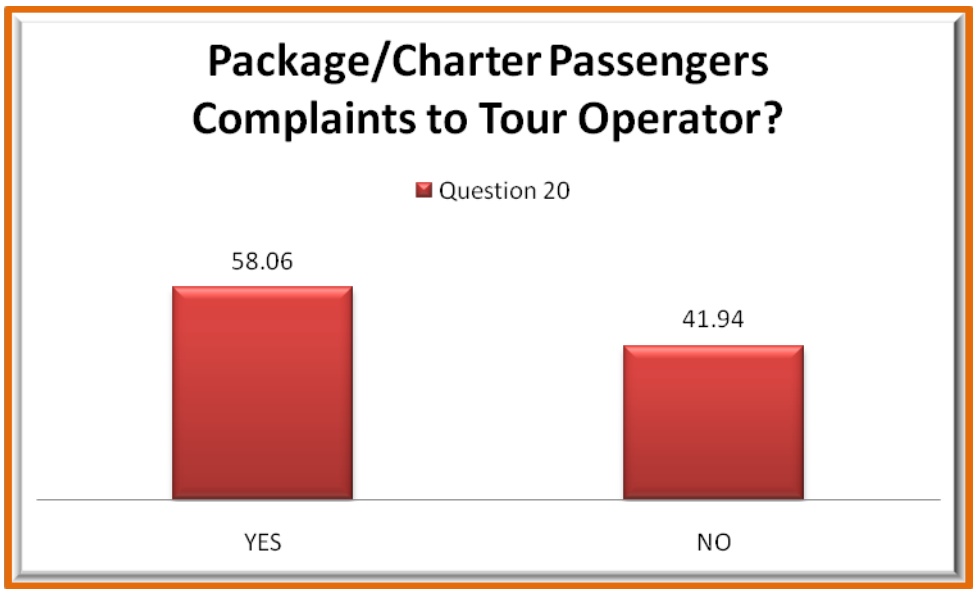
The Directive makes a specific reference to the extra care that should be given to people with reduced mobility, special needs and children.[35] We asked:

19. If you were delayed, denied boarding or suffered a flight cancellation and you are disabled or had children, did they understand your needs and did they cater for you?

Less than 8% surveyed declared that they had received any additional assistance; 23.68% positively stated that they did not receive any assistance.

We again received a high volume of returns in response to this question within the category of 'N/A – Don't Know – NRR (No Response Recorded). Just under 70% voted in this response category. **This suggests several issues; firstly it may be a reflection of those surveyed, who considered that this did not apply to them, or, they simply did not know nor were aware of the rights that were available to them.**

[35] Article 11 – 261/2004 – Persons with reduced mobility or special needs

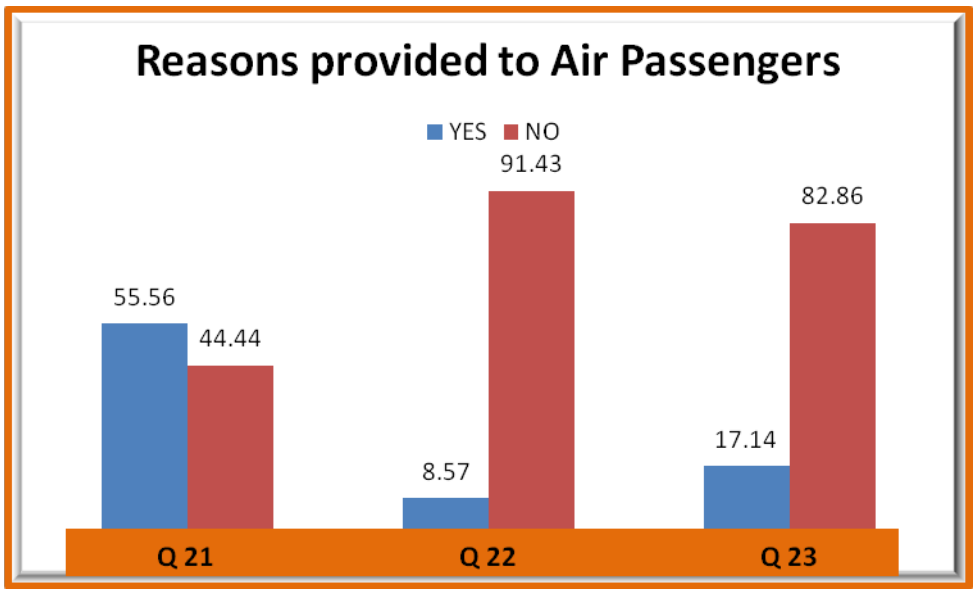


YES	NO
58.06	41.94

This question was an attempt to establish the numbers responding to this survey that may have been travelling on the airline as part of a package holiday. We asked:

20. If you were on a Package Holiday did you also complain to the Tour Operator?

The survey revealed that just over 58% had been affected by '261' issues, whilst on a Package Holiday. It also suggests that just under 42% of those surveyed, did not complain or may be independent travellers or on so called 'component' Package Holidays.



YES	NO
55.56	44.44
8.57	91.43
17.14	82.86

261/2004 provides a defence mechanism of 'Extraordinary Circumstances' to the Airlines, which offsets a claim for compensation following cancellation of a flight.[36] We asked the questions:

21. Were the reasons given to you, ('extraordinary circumstances', or technical reasons), that appeared to affect the safety of the aircraft?
22. Were you in a position to be able to challenge the accuracy of the 'technical reason' given?
23. Were you satisfied with the technical reasons given?

Just over 55% of those surveyed advised that they had been given an 'extraordinary circumstances' explanation. Over 91% stated clearly that they found that they could not challenge the reasons given and a further 82.86% declared that they were not satisfied with the reasons given.

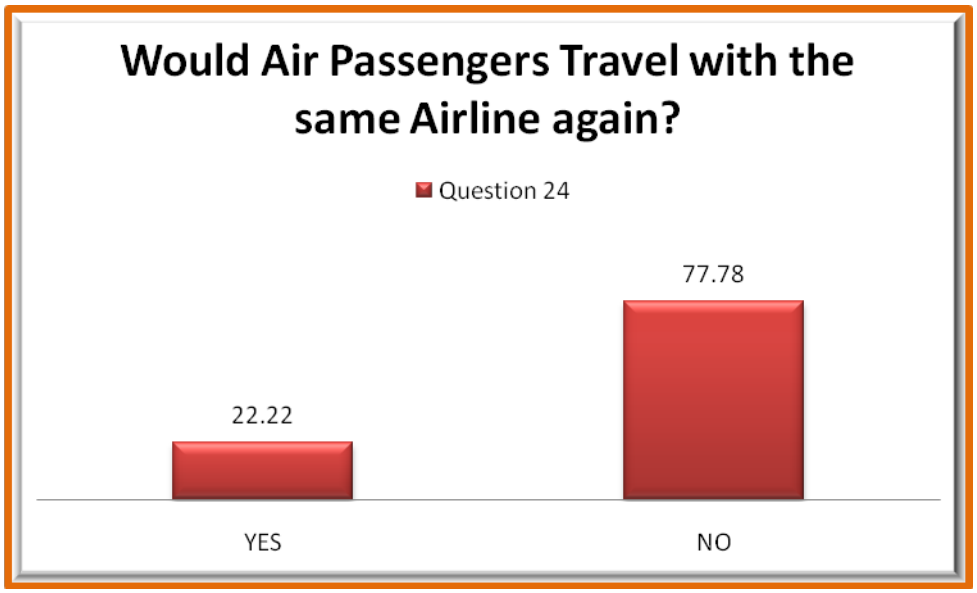
In examining preamble 15, we can see that the Directive was very broadly drafted, allowing

[36] Preamble 15 & Article 5(3) – 261/2004 – 'Extraordinary Circumstances' & Cancellation

we suggest for a wide interpretation by Airlines, as to what constitutes an 'Extraordinary Circumstance'

The issue of what can be construed as an 'Extraordinary Circumstance' has recently been determined before the European Court Justice (22/12/2008). An Austrian passenger suffered a flight cancellation 5 minutes before departure. The Airline claimed 'Extraordinary Circumstance'. The Court held that, *"Consequently, technical problems which come to light during maintenance of aircraft or on account of failure to carry out such maintenance cannot constitute, in themselves, 'extraordinary circumstances' under Article 5(3) of Regulation 261/2004"* and *"It is therefore for the referring court to ascertain whether the technical problems cited by the carrier involved in the case in the main proceedings stemmed from events which are not inherent in the normal exercise of the activity of the air carrier concerned and were beyond its actual control".*[37] This air passenger had to take their claim all the way to the European Court of Justice for €260!

This should serve as a clear example of the need to draft clear and comprehensive Directives, so that Travel Consumers are not hindered from claiming what has rightfully been granted to them by law!



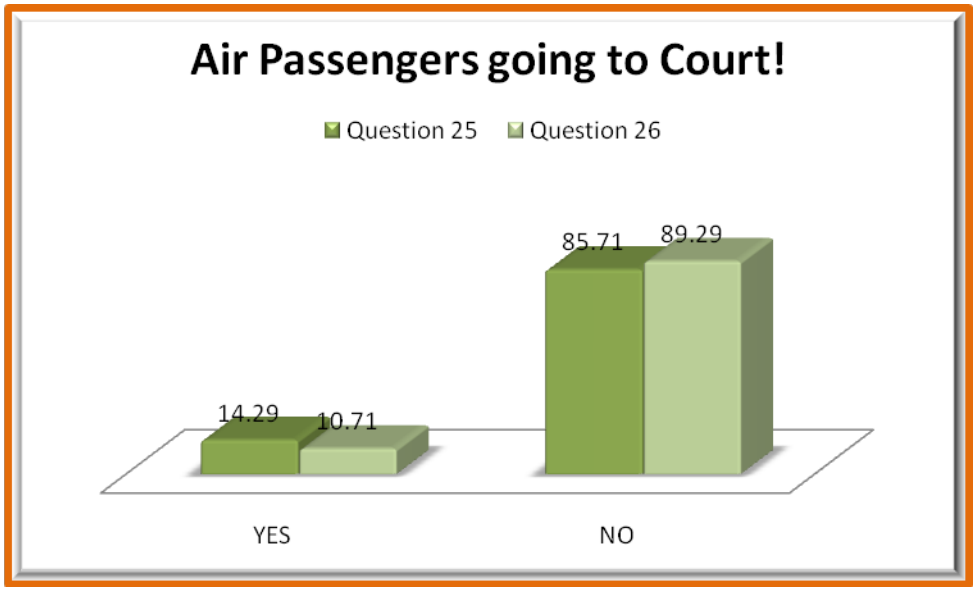
YES	NO
22.22	77.78

[37] Fredericke Wallentin-Hermann v Alitalia – Linee Aeree Italiene SpA - http://curia.europa.eu

In this section of the survey we asked the question:

24. Given your experiences would you fly with the same airline again?

Over ¾ declared that they would not travel with the same airline again!



YES	NO
14.29	85.71
10.71	89.29

The questions highlighted above, on the reasons given to air passengers, illustrate clearly the extent and lack of confidence in that information. Further we have demonstrated the lengths a consumer will have to pursue their rights; in one case all the way to the European Court of Human Rights, on the question of what constitutes an 'Extraordinary Circumstance'! We asked:

25. As a result of your complaint have you had to take either the airline or the tour operator to court?
26. Were you successful in your court case?

Less than 15% decided to take the matter to court and less than 11% were

successful in the pursuit of their claim. Between 80 to 90% clearly chose not to progress their claim to court. However, the survey reveals that with the correct presentation of the claim, there is a high chance of success in succeeding (as illustrated by those who brought their claims to court), but we would always advise Consumers to prepare and take necessary advices before launching such an action!

Can this Directive be considered to be vague on some issues? Is it difficult to enforce? Are commercial decisions being made in order to circumvent its provisions? There is a clear need to consider the experience of 261/2004 and how this is measured against the need to promote the rights of Travel Consumers within the general holiday contract!"

Commentary:

We suggest that the findings of this survey is reflected within the case studies contained within this report. It is clear that air passengers have yet to achieve fair access to their rights under 261/2004. This is further evidenced by the cases being decided before the EU Court of Justice and provides further evidence that Consumers have to take extreme litigation actions, in order to establish the nature and range of rights, or to recover relatively small sums of compensation![38]

[38] http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:62007J0402:EN:HTML

THE EU COMMISSION QUESTIONNAIRE:

EUROPEAN COMMISSION ONLINE QUESTIONNAIRE & HTW RESPONSES

"Practical information

The consultation is being launched only in electronic form via the interactive policy-making tool. Interested parties are invited to send their comments, suggestions and replies to the questionnaire to the Commission **by 1st March 2010 at the latest.**

All stakeholders and organisations involved in air passenger transport and national and European consumer organisations active in the field of passenger rights (including those representing persons with reduced mobility) are invited to respond to the public consultation. The Commission is equally interested in getting the views of National Administrations and Parliaments, the European Parliament and the Council, the Social and Economic Committee and the Committee of the Regions. If there is any further issue on air passenger rights on which you would like to comment please do so at the end of the consultation.

Contributions received in reply to the consultation will be published on the internet at the Commission's website. Publication will be regarded as acknowledgement of receipt of your contribution by the Commission.

If you do not wish your contribution to be made public, please indicate this clearly at the beginning of your reply. In that case, your reply will also not be mentioned in future documents that may refer to this consultation.

If you are replying on behalf of an organisation, please state your name, address and official title in your reply. Any reply on behalf of an organisation which does not state the interests which it represents or the extent to which it is representative of the sector (number of members, size of organisation in relation to the sector to which its members belong) will be regarded as an individual reply and not a collective reply.

This document has been prepared by the Commission services for consultation purposes. It does not in any way prejudge, or constitute the announcement of, any position on the part of the Commission on the issues covered".

Profile of the respondent

This section provides us with some basic information about the regional and professional background of the respondent. This consultation is subject to a data privacy statement.

http://ec.europa.eu/transport/passengers/consultations/doc/2010_03_01_privacy_statement.pdf

Do you reply as: (compulsory):

- Consumer Association

Name of Contact Person (compulsory):

- Frank Brehany – HolidayTravelWatch – EU Register of Interest Representative ID Number: 63992152960-12

E Mail Address (compulsory):

- information@holidaytravelwatch.com

Country of Residence (compulsory):

- UK – United Kingdom

1. Introduction

In the White Paper "European transport policy for 2010: time to decide" the European Commission envisaged the establishment of passenger rights in all modes of transport, thus placing users at the heart of transport policy. As the air transport sector was the first to be liberalised, this was where the Commission adopted the first legislative proposals to ensure that the consumer dimension was adequately addressed, along with other aspects linked to the opening of the air transport market.

The present public consultation summarises the main points identified where there seems to be room for improvement regarding the application of three regulations:

(1) Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, which transposed the Montreal Convention into EU Law, notably regarding limited liability for lost, delayed or damaged baggage ("the Liability Regulation"), with special attention to the specific case of mobility equipment checked in by disabled passengers;
(2) Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights ("the APR regulation");
(3) Regulation (EC) No 1107/2006 on the rights of passengers with reduced mobility ("the PRM regulation").

The overall regulatory background on air passenger rights also includes other legislation, for example: Regulation 1008/2008 , on common rules for the operation of air services in the Community; Directive 96/67 , which defines the conditions for access to the ground-handling market at European airports, and therefore could be used as leverage to improve the quality of baggage handling in order to prevent baggage damage or mishandling; and Regulation 2111/2005 on safety issues.

Moreover, this public consultation touches upon the development of new business practices or existing practices that are increasingly being used but are not covered by the above Regulations, and which may have an impact on air passengers.

The ideas and questions put forward are meant to stimulate further debate in order to assess the effectiveness of the rules already in force and single out aspects in need of improvement. The analysis of business practices that have an impact on passengers and thus merit the Commission services' attention will allow policy options to be identified for further action in this field, if needed.

The results of the consultation will be presented at a stakeholder conference in 2010. The Commission services will summarise the answers and publish the results and main conclusions of the consultation on its website. The outcome of this consultation will be used by the Commission later in 2010 to assess the implementation of the legislation covering air passengers' rights.

2. QUESTIONS RELATED TO MISHANDLED LUGGAGE

2.1. The Liability Regulation (889/2002)

2.1.1. Information, monitoring and sanctioning powers regarding the application of the Liability Regulation

Information and remedies provided to passengers on their rights in the event of lost, damaged or delayed luggage do not seem to be sufficient at present. As shown by a recent Eurobarometer, when passengers have complained to the air carrier and have not been given satisfaction, a clear majority of EU consumers would like to have access to the expertise of an independent body that could quickly and at no cost investigate incidents involving mishandled luggage and give consumers precise information on their rights, as is the case for other air passenger rights.

The Liability Regulation does not oblige Member States to appoint specific national enforcement authorities to monitor the compliance of air carriers with the Regulation, nor does it provide for sanctions against air carriers that do not comply with the Regulation, as is the case for other air passenger rights. The absence of specific national enforcement authorities means in practice that passengers are not able to complain to an administrative authority that has the power to monitor and enforce the Regulation to put a stop to non-compliance by airports and airlines. A further consequence is that there are no complete data on the number of mishandled luggage incidents every year in the EU.

(1) Do you think that the information and the rights currently given to passengers regarding lost, damaged or delayed luggage are sufficient? (optional)

Response: No

Comments (max. 1000 characters) (optional):

We consider that many Consumers suffer detriment by not understanding their rights either at the point of sale, or at airports, particularly when such problems are experienced. It is even more difficult when Consumers are engaged on outward travel; many do not receive good or timely advices either from airport or airline staff. Many receive advices that they should contact their insurance companies in order to rectify their complaints! We consider that there is a need to look closely at the practicality of 'timeframes' when passengers are away from their home state. We would suggest that Consumers are provided with a 'key facts' document at the point of sale, setting out basic information and rights on how to deal with difficulties that may arise.

(2) Do you think that the appointment of a specific enforcement body in each Member State under EU Law to handle complaints and to enforce effectively the Regulation in the event of breaches – also through appropriate sanctions – would help to improve the current situation? (compulsory)

Response: Yes

Comments (max. 1000 characters) (optional):

The UK currently has the benefit of the Civil Aviation Authority/Air Transport Users Council, to deal with complaints against airlines. Unfortunately, the level of 'power' or 'sanctions' available to these bodies to help Consumers, is best described as 'light touch'! We consider that whilst the UK Department of Transport is seeking to create a new Consumer Objective, it is likely that this too will follow a 'light touch' approach to Consumer Representation/Assistance. If bodies are to be appointed in Member States, then whilst the desire to create a proportional approach will be strongly advocated by airlines, we would suggest that the 'proportional' approach will have to be firmly structured to balance the inequality of the Consumer position; the Consumer requires a higher than 'light touch' standard to protect their position!

2. QUESTIONS RELATED TO MISHANDLED LUGGAGE

2.1.2. The Liability Regulation - The amount of compensation in cases of mishandled luggage

Under the Liability regulation, air carriers are responsible for incidents regarding lost, damaged or delayed luggage. The Regulation offers the possibility for passengers to make a special declaration at the latest at check-in in order to benefit from a higher liability limit by paying a supplementary fee. The number of lost luggage items never retrieved seems relatively moderate. Steps are being undertaken by the industry to reduce this number still further, such as the SITA (the leader company in baggage management) initiatives and the Baggage Improvement Programme chaired by IATA, to reduce the scale of the problem by 2012.

In the event of incidents, however, passengers have to face additional inconveniences. For instance, some passengers whose luggage is delayed until at least the following day may incur interim expenses to replace some essential items. Air

carriers do not always bring the lost luggage to the passenger's place of residence, forcing the passenger to spend time and money to retrieve it for instance when the luggage has been mishandled in a connecting airport between two flights operated by different air carriers. Experience shows that air carriers tend to offer a settlement significantly below the limited liability. As shown by a recent Eurobarometer, questions regarding the limited liability for lost or damaged baggage are perceived as a major problem by passengers.

Where passengers do hold the necessary proof, the limited amount of maximum compensation set by the Montreal Convention and the Liability Regulation (1131 SDR, around 1223€) may not reflect the real economic value of the checked-in baggage and its contents. Furthermore, the contract conditions filed by some air carriers attempt, with respect to checked baggage, to exclude certain items, generally high-cost or fragile items such as electronics, cameras, jewellery or antiques, from liability for damage, delay, loss or theft. Such exclusions, which may not be prohibited in national contracts of carriage, need to be assessed in the light of the Liability Regulation and Article 17 of the Montreal Convention. The US Department of Transportation has already raised this limited amount to $ 3300 (around € 2230) for domestic flights in the US (international flights are subject to the Montreal rules).

In its Communication COM(2008) 510 , the Commission noted that there are clear indications that passengers with reduced mobility (PRMs) who require mobility equipment are travelling by air relatively less than the general population, partly because of fear of the financial consequences if their checked-in mobility equipment is delayed, damaged or lost. In the Communication, the Commission encouraged airlines in the EU to voluntarily waive their current liability limits in order to bring the amount of compensation closer to the actual value of PRM mobility equipment, as is the case for domestic flights in the US.

(3) In your view, what is the best way to address compensation for mishandled luggage? Please give your opinion on the following:

Change the current maximum compensation in the European Union (compulsory)

Response: Strongly agree.

Award automatic compensation to passengers whose luggage has been delayed for a certain time due to mishandling – for example until the following day (compulsory)

Response: Strongly agree.

Increase this automatic compensation after a reasonable period of time, for instance if the delayed luggage is handed over more than 48 hours after the arrival of the flight (compulsory)

Response: Strongly agree.

Provide for unlimited liability in the event of losses due to mishandled mobility equipment for passengers with reduced mobility in the European Union (compulsory)

Response: Strongly agree.

Other measures (optional)

Response: Strongly agree

Comments (max. 1000 characters) (optional)

We consider that the Commissions questions on this issue reveal the 'experience' of Consumers suffering with 'mishandled' luggage. Many suffer with extra expense of purchasing personal items, lack of information from the airline, mobile phone costs, transportation costs to the 'receiving' airport to collect their luggage, language barriers etc. We consider that under 'other measures', passengers should be provided with a 'key facts' document at the point of sale, detailing rights for 'mishandled' luggage. We agree with the proposals to strengthen the access to and levels of compensation, including the removal of limits imposed on PRM's.

2. Questions related to mishandled luggage

- 2.1.3. The Liability Regulation - Conditions on the carriage of luggage

One fundamental principle is that Community air carriers and, on the basis of reciprocity, air carriers of third countries freely set air fares and air rates for intra-Community air services. This pricing freedom principle is also enshrined in many air services agreements concluded between the EU and third countries. In this context, the air transport industry offers different commercial products including different requirements on luggage, depending notably on class of the ticket . New restrictions on the size and weight of a piece of luggage and special equipment (e.g. sports equipment), regarding both checked-in and hand luggage, have recently appeared in the market, and with them a new set of baggage fees. Where information on these conditions and fees is not clearly given early during the booking process, passengers may find themselves with unexpected extra fees to be paid at check-in, which may double the original booking fee. To avoid extra fees, passengers tend to carry as much hand luggage on board as possible, which may increase safety risks.

The lack of uniformity among carriers makes carry-on baggage a multi-faceted problem on board aircraft today. Current systems to check the weight, size, number, and contents of carry-on bags are not consistent, adequate and clear. These differences can be problematic when passengers have to take two or more flights to their final destination with different airlines applying different conditions.

(4) Do you think that air carriers ensure that sufficient on their policy on fees, size and weight of checked-in and hand luggage is provided early and clearly in the booking process? (compulsory)

Response: No

Comment (max.1000 characters) (optional)

We would refer the Commission to our full report submitted to DG Sanco on the future of the Package Travel Directive (5/2/10). Detriment suffered by holidaymakers/passengers, is reported to us is usually through their experience of Package Travel or so-called DIY Package Holidays. Information required by Consumers is often difficult to establish via airline websites, or through the services of third parties assisting in travel arrangements. In our view, this lack of 'easy' access to core information, often leads to difficulties at airports or 'causes' the Consumer to make incorrect decisions. Websites are varied on the way in which information is presented. We consider that in order to resolve this issue, a 'key facts' document (we accept that this may be contained on a ticket – terms and conditions are often incomprehensible), supplied at the time of booking, containing basic information on policies, baggage and associated costs would help to remove this information deficit.

(5) Do you think that rules on the size and weight of checked-in hand luggage should be harmonised among air carriers? (compulsory)

Response: Yes.

Comment (max. 1000 characters) (optional)

This would appear to be a sensible solution to the myriad of baggage rules (note the problems that could be encountered if a Consumer transfers between airlines). It would import certainty for Consumers and would surely provide a cost and time benefit to airlines in dealing with the complaints that ensue from this issue. Clearly if passengers have a general luggage allowance and require more, then could have the option to purchase more space. However, we suspect that airlines will lobby for a zero bag or baggage allowance and in our view, this will lead to an increased cost and possible further confusion for Consumers. The question is this; should airlines be required to provide a baggage 'allowance' as part of their basic ticket price or should they be allowed to provide a zero 'allowance'. Whatever the solution, this information should be set out in a 'key facts' document supplied at the point of sale.

(6) If yes, what kind of instrument would you recommend? (compulsory)

Response: EU Law

2.2. Directive 96/67

Baggage handling is carried out at airports by a wide range of actors: check-in is usually carried out by passenger handling agents, baggage sorting and baggage transport within terminals are ensured by baggage handling agents, while loading and unloading of the aircraft and baggage transport between the aircraft and terminal are carried out by ramp handling agents. These handling agents always work on behalf of the airline whether they are the airlines themselves (self-handling) or subcontractors

(also called third-handling parties), which can be specialised companies, other airlines or sometimes airport operators. At the same time, the proper handling of luggage depends on the airport infrastructure (baggage delivery/sorting systems management and layout, apron layout, etc.), which is the responsibility of the airport operator.

Industry initiatives have identified that, at a certain number of airports, communication and coordination issues, which can often explain baggage mishandling, can be improved. For instance, it can happen that a bag is delayed or lost because ground-handling agents are not familiar with the baggage delivery systems at their airport, and therefore underestimate the constraints of a baggage delivery system in relation to the maximum size of baggage, the minimum time needed to bring the baggage to the aircraft, or the detection of bag labels.

To enhance luggage handling at European airports, one possibility is to ensure that appropriate training is given to ground-handling agents (passenger handling, baggage handling and ramp handling) so as to improve the quality of baggage handling and coordination awareness. Training is addressed by the industry, as it can form part of the contractual conditions imposed by an airline on its ground handlers in order to ensure quality. Nevertheless, except in the specific case of the safety and security of aircraft operations, current EU legislation does not provide for any training obligation for ground-handling staff.

(7) Do you think that it would be advisable to require minimum compulsory training for ground handlers (in particular for staff in charge of handling baggage? (compulsory)

Response: Yes.

Comment (max 1000 characters) (optional)

Based upon the Commissions preamble to this question, we consider that this is an entirely sensible proposal.

(8) If yes, under Directive 96/97, Member States currently have the possibility to make the activity of a ground handling company conditional upon obtaining 'approval'. The criteria for such approval (or licence) do not currently include training. However, access to the European ground-handling market could be made conditional upon a licence that would include training conditions. What do you think of this solution? (optional)

Response: Agree.

Comments (max. 1000 characters) (optional)

Again, based upon the Commissions preamble and proposals to include a training obligation in any ground-handling licence, we consider this to be proportional and within Consumers and Airlines best interests. It should surely be the goal of any ground-handling company/airline to centre training at the heart of its baggage handling operation in order to reduce incidents of mishandling?

3. QUESTIONS RELATING TO THE APR REGULATION (261/2004)

3.1. Reporting obligations under the APR Regulation

In 2007, the Commission adopted a Communication on the state of play in the application of the APR Regulation. It already pointed out that better information could be collected on the status of flights (completed on time, considerably delayed or cancelled) and relayed to the national enforcement bodies (NEBs). This information could be used to improve assessment of both individual complaints and the overall compliance with the Regulation, and to improve data on the overall quality of service in the industry. However, the industry has yet not been able to provide on a voluntary basis, with figures on issues such as the number of flights on which incidents occur, the number of passengers affected by each of these incidents, or which routes and peaks of the day/year seem to be more affected by incidents than others.

Furthermore, the lack of reporting obligations in the APR and PRM Regulations renders more difficult the NEB tasks of monitoring compliance by air carriers and enforcing the Regulation, especially as regards detection of abusive patterns of conduct or repetitive misbehaviour on the part of an air carrier. Such repetitive abusive patterns of conduct may occur not only at national level but also at EU level. In the latter case, enhanced cooperation between NEBs is essential to ensure that the Regulation is enforced correctly and that competition is not distorted in the EU.

The rising number of complaints by air passengers demonstrates their increasing awareness of their rights. Following the passenger rights information campaign launched by the Commission in 2007, posters and leaflets are now visibly displayed in airports and can be ordered in all official languages of the EU on the Commission's website. The APR Regulation obliges airlines to provide information to passengers on their rights, and require competent national authorities to penalise carriers that do not fulfil their obligations. However, according to the recent Eurobarometer launched by the Commission, 64 % of those polled feel that they are not informed of their rights as passengers. There is therefore still room for improvement in this field. Consumer organisations would like to see information on the quality standards of air carriers (such as information on their punctuality rate on each specific route, or the number of cancelled flights during a certain period of time) to help inform passengers when choosing the carrier and the service that suits them best. Air carriers already provide similar information to the Department of Transportation (DOT) in the US. The same applies to information relating to the PRM Regulation or the Liability Regulation.

(9) Do you think that air carriers should report regularly to the national enforcement bodies on their implementation of the APR Regulation, notably on the number of incidents, the routes and peaks of the day/year where incidents happen more often, or the redress offered to passengers under the Regulation? (compulsory)

Response: Yes.

Comment (max. 1000 characters) (optional)

We consider this to be the first important element to increase Consumer information and protection. We are certain that the Airline lobby will cite 'red tape', the inapplicability of such provisions on non-EU airlines as reasons not to impose this obligation. We disagree. We strongly believe that this is probably one of the principal reasons why 261/2004 has remained largely ineffective; imposing this obligation will in our view, increase the visibility of the Directive and we suspect engender greater competition amongst airlines. We would also suggest that reference to this element of information within a 'key facts' document, supplied at the time of booking would enhance access to information by a Consumer and also remove many disputes within an airport environment.

(10) Do you think that the national enforcement bodies should regularly report on their activities, including a description of the action taken to implement the APR and the PRM Regulations, details of the sanctions applied, statistics on complaints and sanctions applied, and information on major court cases? (compulsory)

Response: Yes

Comments (max. 1000 characters) (optional)

We would refer the Commission to our comment at Question 9 above. We would also refer to our comments at Question 2. It is clear that the NEB in the UK is disadvantaged by the lack of information to promote its general enforcing 'powers' or obligations under the APR. We consider that this is the second most important element that should be imposed upon NEB's and would in our view change the nature of the relationship that currently exists between NEB's and airlines. It would also greatly enhance a Consumers ability to respond to and deal with their APR complaints against a given airline. We strongly recommend these proposals and that such information would be suitable for inclusion into a 'key facts' document given to a Consumer at the point of sale.

3.2. APR Regulation - Air carrier complaint handling and settlement of disputes

Consumers have the right to complain to the air carriers whenever they feel that their rights have not been respected. Complaints to traders are a normal part of the market process, which do not necessarily indicate market malfunctioning, poor performance by the service provider or an actual breach of EU law. The APR and PRM Regulations give passengers the possibility to complain to the competent national enforcement authority (NEB). The latter then has to analyse in due time the circumstances of the complaints, allow the air carrier to express its opinion and provide passengers with a written opinion on their specific complaint. For this to happen, passengers must have previously submitted a complaint containing all the necessary information to the air carrier in an easy and understandable way. This will also contribute to avoid late, non-forthcoming or non-personalised answers from

the air carrier to passengers. Passengers, in turn, will not have to write several times before finding out that their complaint has not been satisfactorily settled, which clearly discourages them from pursuing it further. It is therefore essential for air carriers to provide passengers with a reasonable set of tools allowing them to lodge their complaints.

The European Complaint form developed by the Commission services in agreement with NEB, and air carriers has helped passengers to correctly file a complaint with a NEB containing all the necessary information. Similarly, the complaint form to be used by passengers to file a complaint with an air carrier could for example be aligned with the kind of information requested by NEBs when they analyse the passenger complaints they receive. Such harmonisation could help both passengers and air carriers, enabling them to benefit from economies of scale due to similar procedures for handling passenger complaints and handling enforcement authorities' requests for information.

(11) Do you think the complaint handling procedures of air carriers should be harmonised? (compulsory)

Response: Yes. Harmonised through EU Law.

Comment (max. 1000 characters) (optional)

We agree that this would greatly benefit Consumers and we suspect, the airlines themselves. We note that the EU Complaints Form, apparently agreed to by the airlines, does not appear to be in wide circulation! We suspect that this is due to the 'voluntary' nature of the scheme! We would suggest that an APR 'Pre-Action Protocol' be created (similar to the 'pre-action protocols' established within civil law procedures within England & Wales), to enable a smooth 'first contact' complaint between the Consumer and Airline. Such a protocol would impose 'obligations' upon the parties and enable any subsequent judicial process to analyse the efforts of the parties to comply with the APR or their efforts to resolve complaints.

(12) Do you think that air carriers should in all events be obliged to provide passengers with a motivated response to their specific complaints within a fixed deadline and be sanctioned if they do not comply? (compulsory)

Response: Yes.

Comment (max. 1000 characters) (optional)

We would refer to our comments at Question 11 above. We consider the implementation of the aforementioned protocol, would enable NEB's and ultimately Member States Courts, to adjudicate and apply sanctions, on either party and ensure a fair and proportional response to APR issues. We also consider that such issues would be suitable for inclusion into a 'key facts' document provided to a Consumer at the point of sale.

4. QUESTIONS RELATING TO THE PRM REGULATION (1107/2006)

Air carriers or their agents or tour operators cannot refuse to book persons with reduced mobility or disabled person (PRMs) or refuse to allow them to board except on safety grounds. These safety requirements have to be established by international, Community or national law, including safety conditions imposed by the authority that issued the air carrier with an air operator's certificate. Currently, the differences between air carriers' policies and national safety rules render difficult for the PRMs to foresee in advance when he may be objectively requested to travel with an assistant. The regulation encourages the pre-notification to request assistance at least 48 hours before the scheduled time, to allow the airport and the air carrier to better plan and organise the provision of assistance. If no notification is made, the managing body is only bound to make all reasonable efforts to provide the assistance.

(13) For PRM's using mobility or respiratory equipment or required to travel with an assistance during flights, do you think that air carriers should harmonise their policies or provide better information on these issues? (compulsory)

Response: Yes.

Comment (max. 1000 characters) (optional)

We see no difference in harmonising on this issue, by comparison to other proposed harmonising matters. It would in our view encourage equality of access and we believe would have a low cost impact upon airlines.

(14) Do you think the pre-notification of at least 48 hours encouraged by regulation 1107 should be made compulsory, in order to provide better assistance to PRM's? (compulsory)

Response: Yes.

Comment (max. 1000 characters) (optional)

We consider this to be a reasonable obligation/imposition upon a PRM and will no doubt contribute toward a more 'certain' level of assistance.

5. BUSINESS PRACTICES WHOSE IMPACT ON PASSENGERS MAY MERIT THE COMMISSION'S ATTENTION

5.1. Reservation and check-in on-line

On-line reservation and check-in has, through technology, greatly improved comfort and seamless travel for passengers, airlines and airport operations. However, this has led to a number of complaints concerning unexpected problems or factual mistakes

when booking. The risk of something going wrong with the airline booking system or incorrect passenger information being encoded is currently felt by the passengers as being borne mainly by them. There are no clear rules issued by air carriers or their associations on the problems posed by these new practices, defining for instance at least a minimum period during which passengers can detect errors and correct them at no cost.

Secondly, passengers are more and more encouraged to do their own check-in on-line or use the self-check-in machines at the airport, while some companies charge extra fees for those who still prefer to check in at airport desks. These practices risk excluding from the market PRMs and the more vulnerable segments of the population. Further, if something goes wrong with the on-line check-in system when attempting to print out their boarding cards ahead of travel, passengers will incur additional cost and inconvenience if the airline charges fees for checking in at the airport, which are sometimes higher than the price of the ticket itself.

(15) Do you think that the new e-booking and check-in practices introduced by air carriers should be harmonised? (compulsory)

Response: Yes. Harmonised by EU Law.

Comment (max. 1000 characters) (optional)

We would refer the Commission to our report on the Package Travel Directive, submitted to DG Sanco (5/2/10). We would also refer the Commission to our full report on the issues within this consultation, which also contains examples of Consumer detriment. We consider that it would be entirely sensible to harmonise online booking and check-in procedures – the analogy is this; if the Airline Industry can agree on the format of an European Complaints Form, then agreement on this issue would not be difficult to achieve. Such a process would in our view develop a wider Consumer acceptance of online booking processes and ultimately aid airport operational planning.

(16) Which kind of new specific measures to protect passengers in such cases could be introduced in the EU? Please give your views on:

Fixing a minimum time for passengers to detect an error in their reservation or check-in online and ask the air carrier to correct it at no cost? (compulsory)

Response: Strongly agree.

Ensuring that passengers are not charged unreasonable fees if they check in at the airport? (compulsory)

Response: Strongly agree.

Other measures (optional)

Response: No opinion

Comments (max. 1000 characters) (optional)

We strongly support a 'cooling off' period for Consumers to check details recorded and the abolition of 'name change' fees for this period. In addition, we can understand why airlines charge for check-in; this is undoubtedly connected to airline's desire to move to a complete online check-in system. It is somewhat bemusing to note that some airline's charge for an electronic check-in! Is this an unreasonable fee? If a charge for a physical check-in must be made (and we would suggest that this be limited to €25 per ticket), then we would recommend that it be abolished for PRM's; the cost would be negligible to airlines and proportional in any legislative proposals. We would again recommend that these issues be included within a 'key facts' document provided at the point of sale.

5.2. BUSINESS PRACTICES WHOSE IMPACT ON PASSENGERS MAY MERIT THE COMMISSION'S ATTENTION - Rescheduling of flights

Some other practices common in the air passenger transport industry — such as the rescheduling of flight departure times — seem to have lately increased, imposing on passengers the burden of checking whether the other party to their contract, the air carrier, has unilaterally changed a key element of the service to be provided without ensuring that passengers have been fully informed of, and have agreed to, such a change. At present, passengers need to turn to the general terms and conditions of the air carrier to check policy regarding rescheduling. The average clause allows the air carrier to change its scheduled departing time until the very last minute, unilaterally and obliges passengers to check themselves if any changes have been made. When passengers have bought their ticket through a tour operator or a travel agency, either at a physical branch or through the internet, it is not always easy for them to determine who should have informed them of the rescheduling, with both the air carrier and the travel agency often pointing at each other. It could be argued that the burden of proof that passengers have been informed should be on the party who unilaterally changes a key element of the contract. (By analogy, Article 5(3)(c) of Regulation 261 requires air carriers to inform passengers of the cancellation of a flight.)

Secondly, air carriers do not always offer care and assistance to passengers who, following the rescheduling of the first leg of their flight, are suddenly subject to a delay of several hours, sometimes a whole night, before getting on the connecting flight to their final destination.

Many airlines allow passengers to cancel their ticket and be reimbursed if the new departure time does not suit them. However, it seems that the full amount paid by passengers is not always reimbursed. Furthermore, passengers with a return ticket are not always allowed to change the return flight following a unilateral change to the departure flight in order to adapt their trip as a whole to the new conditions. Finally, it might be argued that when a company reschedules the outbound flight of a return ticket and passengers decide not to use it, they should be allowed to retain the right to use the inbound flight (i.e. the "no-show policy" discussed below should

not apply to these cases). For the increasing number of short-trip travellers (weekend travellers, city-hoppers), the unilateral rescheduling of the departing flight may make the return journey impossible and nullify the purpose of their whole trip.

(17) Do you think that minimum rules regarding passengers' rights in the case of rescheduling of flights should be agreed? (compulsory)

Response: Yes. Harmonised through EU Law.

Comments (max. 1000 characters) (optional)

This is an area of growing concern; one recent case brought to our attention involved a return flight being rescheduled forward, causing the business person to book another flight with another airline so that he could continue attendance at his conference. He was told by his low cost airline that he would receive a 'credit' as per their terms and conditions. Whatever the issue of delaying a flight, we would also recommend that the Commission be aware of and consider the 'forward scheduling' of flights and the real potential of detriment that can be suffered by leisure and business Consumers!

(18) What kind of new, specific measures to protect passengers in such cases could be introduced in the EU? Please give your views on:

Giving passengers, whose departing flight is rescheduled by more than 5 hours, the choice of not flying and being reimbursed the price of the whole ticket, including the return flight whenever the passenger has a return ticket. (compulsory)

Response: Strongly agree.

Obliging air carriers to make all reasonable efforts, to use all possible means of communication at their disposal, to inform passengers of changes, within a reasonable time to allow them to decide whether to accept them. (compulsory)

Response: Strongly agree.

Other measures (please specify) (optional)

Response: Strongly agree.

Comments (max. 1000 characters) (optional)

This issue relates to what could be termed as 'significant changes' to an airline contract. The precedent for this issue is contained within The Package Travel Directive. We would suggest that applying a 'significant change' provision to delays, 'forward re-scheduling', denied boarding and cancellation would prove to be a powerful tool for the Consumer, as many have discovered within their Package Holiday Contracts. There would be a need to define fully what constitutes a significant change and the rights that flow therein. The issue of communication

methods should also be defined along with relevant time parameters to match that communication method (for example would an e mail be appropriate if a Consumer is en-route to the airport?).

5.3. BUSINESS PRACTICES WHOSE IMPACT ON PASSENGERS MAY MERIT THE COMMISSION'S ATTENTION - The so-called "no-show policy"

The contract conditions that airlines apply require passengers to use flights bought under the same travel contract consecutively, otherwise they may not be allowed to board the subsequent flight(s). Passengers who decide not to take, for instance, the first leg of a flight with one or more stops, but wish to board the flight at the first transit point (or are unable for whatever reason to take the outbound flight of a return ticket) may be denied boarding for the next leg of the flight or the return flight by the airline, which considers their ticket no longer valid. EU Passenger rights legislation does not deal with this so-called "no-show policy" as such. At present, passengers need to turn to the general terms and conditions of the air carrier to check what its policy is on this issue. Not all airlines follow the approach described here, covering both connecting flights and return journeys. Airlines that apply this practice differently depending on the type of flight or ticket include corresponding conditions in the contract terms. As there are indeed several cases to be distinguished, the question of the fairness of such terms and conditions needs currently to be assessed case by case in the light of the Directive on unfair terms and conditions . In addition, there seem to be differences between national legislations and jurisprudences, which may distort competition between companies.

> (19) Do you think that minimum rules regarding passengers' rights should be agreed, through U Law or voluntary agreements to restrict and clarify conditions for the use of a 'no show policy'? (compulsory)

Response: Yes.

5.4. BUSINESS PRACTICES WHOSE IMPACT ON PASSENGERS MAY MERIT THE COMMISSION'S ATTENTION - Reduced space between plane rows

Some air carriers have reduced the distance between rows on a plane to allow them to sell more seats. This may pose problems for PRM and other segments of passengers. The room allowed between rows is in principle a matter for the commercial policy of each carrier, providing it complies with the aircraft cabin certification conditions, which are based on standard biometrics and applicable Community air safety legislation. There are a number of air carriers that already offer extra room for a price. Extra room is clearly one of the "quality services" offered by airlines, which marks the difference between the quality standards of air carriers and the prices charged for different kind of tickets.

> (20) Do you think that the minimum distance between plane rows ensured by current safety rules should be further regulated? (compulsory)

Response: Yes. Harmonised through EU Law.

Comments (max. 1000 characters) (optional)

Given the changing physical make-up of society, are such minimum standards truly safe? We have encountered the variances of 'economy' long-haul and short haul (low cost airline) seating arrangements – we seriously question the ability of passenger movement in an emergency! An added factor for consideration is the encouragement of the cabin baggage option, with space being used under seating, thus reducing the 'useable' space allotted to a passenger. We consider the issue of 'increased space' seating as a purchase option to be a red herring; the issue is about safety. We offer that reclining seat arrangements should have a minimum spacing of 35" and fixed seat arrangements should have a minimum spacing of 37".

6. QUESTIONS RELATING TO AIR CARRIER INSOLVENCY

Liberalisation of the air transport sector has been a driver of profound changes in the EU market through the creation of low-cost carriers and the restructuring of network carriers. Competition has sharply intensified. It has multiplied the number of new entrants, and led to consolidation among existing carriers. Increased competition has also driven some airlines out of the market. The global economic downturn caused by the financial crisis is also having a very significant, negative impact on demand. Despite global recovery expectations in a near future, these tough economic conditions may force more carriers into bankruptcy with potentially severe effects on consumers. Consumers can be affected in two ways: stranded passengers travelling at the very moment their airline got bankrupt cannot return home without at least some delay and very possibly extra cost. Passengers who bought their tickets in advance, and paid the whole amount, should in case of bankruptcy enrol in the list of creditors, which in practice normally means that they cannot get their money back.

An independent study for the European Commission, issued in 2009 , shows that there have been a number of bankruptcies during the last decade. Looking at the period 2005-2008, the majority of bankrupt carriers (41%) were relatively small regional scheduled carriers. The total number of bankruptcies since January 2000 is at least 79, a higher rate than that reported in the 1990s. Since the study was issued, moreover, at least 14 more European airlines have ceased to operate. The number of individual bankruptcies alone does not give a clear indication of the scale of the impact. Firstly, a study from 2005 shows that 50% of airlines filing for bankruptcy are less than one year old. Secondly, the severity of the situation varies depending on the size of the carrier (larger carriers tend to have a bigger impact) and the type of destinations served, as alternative capacity is in general more difficult to source for long-haul destinations, and stranded passengers would have fewer options to return home in terms of alternative forms of transport.

A number of legal and contractual remedies are available at national, European and international levels in order to reduce the impact of the cancellation of air services in case of bankruptcy.

Precautionary standards with respect to airline operator licensing, as well as truth-in-marketing requirements are set out in Regulation 1008/2008, which obliges licensing authorities to suspend airline operations in the event of financial problems. Authorities can revoke or suspend an operating licence or grant a temporary license in order to redress financial difficulties. These rules have been into force since 1 November 2008. It is therefore still difficult to assess their efficiency and in any case they do not deal with consumer protection once the bankruptcy occurs.

The most far-reaching passenger protection in case of insolvency is currently offered under the so-called Package Travel Directive . It provides protection to passengers in the event of any of the professional parties performing services included in a package becomes insolvent, e.g. airlines, tour operators and travel agents. Retailers/organisers carry liability to provide sufficient evidence of security for both refund of money and repatriation in case of stranded passengers. Member States have all implemented this at national level: the level of protection should thus be of a similar standard, although protection schemes currently differ, e.g. national travel guarantee funds, insurance or bank guarantees. However, airline tickets, when not sold as part of a package (as a standalone ticket), are not covered by the Directive. As a result of the growing share of independent travel compared to traditional packages (according to recent survey, 56% of EU citizens organise their holidays themselves), an increasing number of consumers going on holiday are not covered by the insolvency protection in the Package Travel Directive.

Isolated protection measures may also exist at national level. National authorities may take responsibility for repatriation in certain cases, while national funds set up in related sectors such as travel agents may do so as well.

In this context, it is important to determine whether the current scope and content of the existing protection of passengers against air carriers' insolvency under national, European and international law is satisfactory. Such assessment should be carried out in relation to:

(1) repatriation of passengers who have been stranded and

(2) reimbursement of the tickets already paid for when the insolvency announcement was made.

If protection is not satisfactory, it is also important to identify the most appropriate remedies (e.g. guarantee funds, mandatory insurance, optional insurance etc.) and decide whether they should be introduced by regulatory on non-regulatory means.

ANNEX ON AIRLINE INSOLVENCY

SECTION A: THE CURRENT SITUATION AS TO INSOLVENCY

The current rules on insolvency pertain only to package travel products and do not cover stand alone products. However, following a recent spate of airlines going bust, it is important to consider whether the level of protection currently being offered to consumers is appropriate.

(1) What kinds of protection schemes against airline insolvency are currently available in your country for standalone products? (tick all that apply) (compulsory)

Responses: National guarantee scheme;
Insurance schemes.

(2) If you have chosen more than one scheme (in Q1), please estimate the market share for each scheme in your country (max. 1000 characters) (optional)

As a Consumers' Organisation, we do not have access to such information and would suggest that the Commission obtain this information either from the Department of Transport or the Department for Business Innovation & Skills in the UK.

(3) On a scale of 1 – 5 (with 5 = highest), how would you rate the effectiveness of current insolvency protection requirements/schemes for standalone airline tickets in your country? (optional)

Response: 1.

SECTION B: THE POSSIBLE FUTURE AS TO INSOLVENCY

(4) Rules on airlines' financial fitness have been recently reinforced. To which extent do you consider that they address the problem of airline insolvency effectively? Have you noticed improvements since they came into force? Please give reasons for your answer (max. 1000 characters). (optional)

As an Organisation we are aware of EU Directive 1008/2008, however, the same cannot be said for the Consumer! This is an issue of confidence and the restoring of that confidence. If 1008/2008 only provides for a dialogue between an airline, the national civil aviation authority and the EU Commission, how can that be said to instil confidence within Consumers? It appears to this Organisation that bland statements providing assurance on financial fitness is no longer an appropriate dialogue with Consumers. Consumers need to see that enforcing authorities are indeed providing a proactive service, demonstrating that they are actively monitoring the financial fitness of any airline. If the Commission needs persuading on Consumer detriment, then they should read the case studies within our full report that accompanies their questionnaire!

(5) Do you think it should be compulsory, optional or not required at all when offering standalone airline tickets (i.e. not part of a package) to provide specific protection (or insurance), so that passengers would be reimbursed for money paid over or repatriated if the airline went bankrupt? (compulsory)

Response: It should be compulsory and included in the price.

(6) If compulsory, what kind of protection schemes against airline insolvency would be most adequate? Please choose only one option. (compulsory)

Response: Pan-European Guarantee Fund

Comments (max. 1000 characters) (optional)

We take the view that an EU administered fund would be more likely to contain standard rules and universal applicability, by comparison to national schemes. We think that this is an important issue; as the single market takes shape, would airlines centre their operations in a Member State with a more favourable national scheme? We would also refer to the current UK ATOL scheme and the difficulties experienced by Consumers on the question of qualification for payment from the scheme! We believe that a centrally constructed and operated scheme is likely to create greater clarity for Consumers and Airlines alike. We also believe that it would promote a wider acceptance on the need for good protection and perhaps enhance public confidence on the financial viability of EU airlines.

(7) At which level do you think that rules on insolvency protection should be adopted? Please choose only one option. (compulsory)

Response: EU harmonisation of rules.

Comments (max. 1000 characters) (optional)

Given the collapse of public confidence it is important that if a pan-European scheme is established that it is done so through the harmonisation or creation of EU rules or laws. Given the collapse in Consumer confidence we would not recommend self-regulation by the airline industry, or the operation of the scheme at national level.

(8) In your experience, what would be the cost of the different insolvency protection schemes (see Q5 & Q6) for the industry, public authorities and passengers? Please quantify if possible. (max. 1000 characters) (optional)

As a Consumer Organisation, we do not have the resources to be able to quantify industry or public authority costs. We can say however, that to date it is the Consumer who pays the premium for such protection and thereby offsets the aforementioned costs. Different insurance schemes would in our view only cause variances amongst Consumers, both on cost and on protection levels. If Consumers must pay a premium for such cover (for example, pan-European cover), then we would suggest that the appropriate level be €5 (€1 for administrative costs, €4 covering the relevant insurance premium). Whilst this may appear to be high, it would promote the certainty amongst Consumers that they would 'enjoy' real and valuable protection. One caveat, it should be applied to all airline ticket sales!

(9) In your experience, what would be the benefit of the different insolvency protection schemes (see Q5 & Q6) for the industry, public authorities and passengers? Please quantify if possible. (max. 1000 characters) (optional)

We would refer the Commission to our response at Question 8. We take the view that one simple scheme, administered on a pan-European basis, with the requirement that it would be a compulsory element in all air ticket sales, has further benefits for national authorities and possibly airlines. It would be clear to all Consumers that a universal system applies; it would be easy for airlines and travel industry providers to administer and advise potential travellers. National authorities would be freed of the burden of administering a national scheme and could concentrate on other issues, such as financial fitness of airlines!

(10) How much do you think the price of a single air ticket might increase as a result of introducing protection (guarantee fund or insurance) against airlines going bankrupt to cover repatriation, reimbursement or money paid prior to departure and accommodation and meals where necessary? (max. 1000 characters) (optional)

The Commissions attention is drawn to our response at Question 8 above. We would simply add that whatever costs are claimed within this consultation, this must be balanced against the Consumer misery suffered to date. We would also suggest that consideration be given to the costs incurred by the Consumer, attempting to resolve their post-insolvency difficulties; we would estimate that cost (this will include telephone calls, postage costs, time expended, initial legal advices etc) to be an average of €50 per passenger!

(11) As to the answer to question 10, should the cost of such protection in your opinion be charged as either (compulsory)

Response: A standardised lump sum

Comments (max. 1000 characters) (optional)

We would refer the Commission to our responses at Questions 8, 9 & 10 above.

(12) Do you think the same remedies/protection measures should apply for both repatriation and reimbursement? (compulsory)

Response: Yes.

Final comments (max. 4000 characters) (optional)

One issue not covered by the Consultation is the definition of 'extraordinary circumstances' within 261/2004. We would strongly recommend that this issue also be considered and consultation be carried out on how this issue can be redefined. We believe that work on this important issue would prevent the current 'one size fits all' rationale, as to why compensation should not be paid!

We note the reference to EU Directive 2111/2005. Whilst the Directive has created the potential to improve safety issues, it has poor recognition amongst Consumers. We would suggest that it requires re-examination and perhaps strengthening on how information is shared by the Consumer. On this issue alone, we would suggest that the Commission consider our responses at Questions 9 & 10 (Section 3) and how these suggestions could be applied to enabling Consumer access to information on safety issues!

The Commission should note that we have re-produced this questionnaire within our full report. That report has been published on our website and e mailed to the team at DG Mobility & Transport.

CONCLUSION

Travel Consumers have been patient on the issue of failing 261/2004 rights and the failures of financial protection! There is growing concern amongst Consumers on accessing information, particularly on the issue of their rights, the financial fitness of airlines and safety issues.

Consumers have a sense that there is a 'cosy' relationship between the airline industry and National/EU governmental representation. Whether this is correct or not, it is beholden upon all stakeholders to create the conditions of fairness within airline contracts, otherwise misconceptions will continue unabated!

We recommend that all stakeholders engage and embrace in the creation of transparent conditions, that will restore confidence and create the conditions that promote a sustainable recovery for the airline industry within the EU!

Frank Brehany
Senior Consumer Advocate
MD – HolidayTravelWatch
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