

**Response of
The Board of Airline Representatives in the UK (BAR UK)
to
The European Commission's public consultation on air passengers' rights**

The Board of Airline Representatives in the UK (BAR UK) is the airline industry's association in the UK for scheduled airlines, and represents c90 carriers (more details at www.bar-uk.org).

BAR UK welcomes the opportunity to respond to this consultation on air passengers' rights

The great majority of BAR UK member airlines are also members of the International Air Transport Association (IATA), so this response will be consistent with theirs.

It is through IATA that standards and procedures have been developed to ensure that passengers and goods can move around the global airline network as easily as if they were on a single airline in a single country. These standards and procedures greatly simplify matters for passengers.

One visit to a travel agent, or a telephone call to an airline can reserve a multiple-sector journey, have one ticket issued, paid for in one currency, and then use it on several different airlines.

However the ability for the industry to voluntarily develop common standards and procedures has been lessened significantly over the past few years. In the past, with competition law exemptions, IATA Members enjoyed considerable freedom to discuss matters pertaining to the handling of passengers and their baggage. As an example, IATA developed Recommended Practice 1724; similarly Baggage Resolutions were agreed which harmonised rules that many airlines applied without question.

Ironically, airlines no longer have that freedom. In the EU, all agreements reached in IATA are now subject to European Competition law. The effect is that many subjects can no longer be discussed by competitors. Even agreements that may be permissible under Article 81¹ of the Treaty, are difficult to achieve as airlines are increasingly reluctant to do so. This is due to the increased risk of litigation and/or the possibility that the courts may not accept the application of Article 81 in that particular case.

As a principle, BAR UK supports marketplace solutions, not imposition, to the issues raised by the Commission in this consultation.

Therefore, we do not share the view that better passenger experiences can be provide through Regulation.

Competition within the industry should be the driver of benefits to the consumer. Competition, and the readiness of media to expose any major shortcomings, effectively and promptly promotes changes to customers' needs and expectations. Indifference to these needs is punished by loss of business to any organisation not meeting customers' needs.

It is also seen that the Commission may be of the view that it is a burden for passengers to consult the airlines Conditions of Carriage. That view is not shared.

¹ Agreements "which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit ..."

Although these are legal documents airlines have made great efforts to make them understandable and, to the extent possible, in non-legalistic language. The Commission is reminded that, at the request of the Office of Fair Trading (OFT) here in the UK, the IATA general conditions of carriage - RP 1724²- (which serve as a model to the carriers' individual conditions of carriage) were completely re-vamped and a new version of RP 1724 was adopted in 2000. This more user-friendly version was developed in full consultation with consumer groups and the European Commission.

The Eurobarometer report suggests that passenger's knowledge of their rights may be insufficient. However, in our view, this isn't because the information isn't easily available or it can't be found. In fact on-line sales invariably require purchasers to check a box, acknowledging that they have read and understood the relative conditions.

Questions relating to mishandled baggage.

Statistics are not yet available for the 2009 calendar year, however preliminary information that we have seen from SITA indicates that the total number of mishandled bags has again declined significantly from the previous year. This is on top of the 20% decline experienced in 2008 from 2007. On a per passenger basis the percentage of passengers affected in 2008 was 1.4% and will be even lower for 2009.

We understand that AEA's baggage statistics shows a significant decline of over 40% for European airlines.

Mishandled baggage is bad for the passenger but it is even worse for IATA member airlines. There is every incentive not to have mishandled baggage.

IATA's Baggage Improvement Program (BIP) has the goal of cutting mishandling in half by 2012 compared to 2007. We are well on our way and are confident of surpassing that goal.

That programme was presented to the Commission in September 2009, after which an update meeting took place in November with the cabinet of Commissioner Tajani. On those occasions, the complexity of the baggage process was explained:

- The check-in agent (either airline or ground-handling staff) accepts the bag and verifies that it complies with the airline's baggage rules, as set out in their conditions of carriage;
- The bag is placed on a system of conveyers, provided by the airport, and is transported to the security screening area;
- In the screening area security personnel (not normally airline staff) will screen the bag to ensure that it is safe for carriage;
- The bags will then be conveyed, using the airport-supplied system, to 'build stations' where airline or ground-handling staff will reconcile the bag to the aircraft and load it into the appropriate container, or onto a baggage cart;
- The containers or carts are taken to the aircraft and the bags are loaded;
- As passengers board the aircraft reconciliation is undertaken to ensure that the checked bags are accompanied by the passenger who checked them in. If a bag is found to be loaded without a passenger, it must be off-loaded;
- On arrival the bags or containers, for that destination, are unloaded by airline or ground-handling staff. Loose bags are loaded onto carts;

² Recommended Practice 1724 General Conditions of Carriage

- Containers and/or carts are taken to the terminal where they are unloaded and placed on airport provided conveyers;
- The bags may be screened by security and/or customs officials;
- The bags are conveyed to the reclaim carousels for the passengers to collect. Passengers are urged to ensure they claim the correct bag, however many bags are similar and it is a common error for passengers to take someone else's bag.

This is the simplest of situations. Many journeys, and over 40% of all mishandling involves connecting flights, where many of these processes are repeated with different security, customs, ground handlers and airlines, *with much of the process being outside of the control of the airlines themselves.*

The Commission appears to be of the view that the information provided to passengers regarding lost, damaged or delayed luggage does not seem to be sufficient at present. However it is not stated what studies, if any, were made to support this conclusion. We have found that many of the NEBs provide information on baggage on their websites. Some of these, for example the UK's AUC, provide extensive advice to passengers and appear willing and able to intercede with airlines when appropriate.

A review of the websites of a number of IATA Member airlines also shows that these provide extensive, and easily accessible details of their baggage terms.

The Commission also appears to be of the view that there may be non-compliance with Regulation 889/2002 which implements the Montreal Convention 1999 (MC99) for all air transport within the European Union. However we have seen no evidence of non-compliance and do not believe that a problem exists to any great extent.

Without any quantifiable and qualitative evidence, BAR UK cannot possibly support the Regulation being amended to provide for the creation of national enforcement authorities and/or for sanctions to be applied in cases of non-compliance. Such determinations are more properly addressed by national courts.

However if the Commission believes that consumers would be aided by having additional information we would recommend that the Commission consider publishing information on its website. IATA, which embraces BAR UK airlines, is in a position to assist in that process.

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

Yes

If not, what would be your suggestion to improve the current situation?

Comments The preamble to this question does not address the question of the adequacy of rights enjoyed by passengers. We do, however, believe that they are adequate. We also believe that information provided by airlines is sufficient, as does a majority of EU residents (responses to Eurobarometer Q2.3). The information is available, what appears to be lacking is the willingness or need for consumers to consult this information.

(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?

No

Comments: The question assumes that there is a problem that needs solving. However no evidence of problems is demonstrated in the consultation document. While the Eurobarometer suggests some EU consumers may be dissatisfied this could be more related to their expectations rather than service level. Besides, the intricacies of the baggage process (as described above) would make the handling of complaints by NEB a mission impossible.

The amount of compensation in cases of mishandled baggage

For 2008, SITA calculated that the number of bags that are irretrievably lost globally was 0.32 per thousand passengers, or a completion rate of more than 99.96%. Although it is considered that 0.32/thousand is too high, and that efforts are being made to reduce it further, such a success rate is to very high indeed, and to be commended.

BAR UK is greatly perturbed by the Commission's comments indicating failure by air carriers to 'bring the lost luggage to the passenger's place of residence'. IATA members make a point of delivering the lost baggage to the customer, including to the passenger's residence if that is appropriate.

The Commission speculates that the liability limits set out in MC99, and Regulation 889/2002, may not, in some cases reflect the real economic value of the consumer's loss. Although it has not substantiated these views, it appears to be overlooking the fact that the treaty limits apply on a "strict liability" basis. i.e. the airlines accept responsibility for the loss regardless of culpability, and claimants do not have to prove their case before a court. MC99, and the Regulation, offer the consumer the right to choose a higher liability amount.

PRMs, as with all passengers, have the right to declare a higher liability value for their mobility equipment meaning that they would be compensated by this higher amount. Although IATA hasn't surveyed its Members, it is believed that most, if not all, do voluntarily waive the liability limits in cases of loss or damage to such mobility equipment.

A comparison to the US domestic system, where strict liability does not apply, is not relevant in this context. The maximum liabilities under MC99, and the Regulation, were automatically increased by 13.1% on 30 December 2009, a factor slightly above the Euro-area inflation rate of 12.54% for the same period.

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

(a) Change the current maximum compensation in the European Union:

No

Comments: Maximum compensation is not limited in the EU. Passengers can declare a higher value at check-in.

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

No

Comments In our view this is best dealt with on a case-by-case basis. In many instances, it would be difficult to know how long a bag will be delayed. Additionally a delay at passengers' destination is a completely different situation than a delay on return home. Passengers should be compensated for any reasonable actual incidental expenses as is the case today, based on commercial practices.

- (c) **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:**

No

Comments Passengers should be compensated for any reasonable actual incidental expenses.

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

No

Comments Most, if not all, IATA Members already waive the maximum liability in these cases.

- (e) **Other measures.**

Conditions on the carriage of baggage

At one time IATA Members were able to agree standard conditions for the acceptance of baggage. These were submitted to national governments for approval before implementation. However, the irony is that such agreements are now viewed as being contrary to European Competition law and are no longer made.

The conditions of carriage of baggage, including fees and charges, are a matter for each airline to determine and to apply.

It is known that IATA recognises the challenges passengers travelling on two or more airlines may encounter when these airlines offer different conditions. Consequently, IATA is working with its Members to facilitate the process for passengers travelling on more than one airline on a single ticket. However passengers should take these rules into consideration when they choose to make separate contracts with more than one airline.

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

Yes

Comments: It is in the airline's interest to ensure that its customers are fully aware of this information. This allows the check-in process to be handled expeditiously and will avoid situations where passengers may be required to repack on-site or find themselves with unexpected extra charges. Many airlines include excess baggage options offering substantial discounts in their booking process.

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

No

Comments: It has been determined that such harmonisation is contrary to European Competition laws. Airlines must now be free to set their own conditions and charges for carriage of their passengers' baggage.

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

- (a) **EU law:**

No

Comments This is not a matter for Regulation at European or Member State level.

(b) Voluntary agreements:

No

Comments The European Commission has determined that voluntary agreements between airlines on customer service matters could be contrary to European Competition law. This is a competitive matter that is regulated best by the marketplace.

(c) Other measures:

Directive 96/97

IATA and the ground handling industry have agreed, through the development of the audit standards for the IATA Safety Audit for Ground Operations (ISAGO) program, that proper qualification and training (in all relevant areas including baggage handling) for ground handling staff is essential and should be based on common, agreed protocols. The training provisions are included in the IATA Airport Handling Manual 611 and in the ISAGO Standards Manual (which is available as a free download at www.iata.org/isago). Since the start of the ISAGO audit program in mid-2008, over 150 audits have been undertaken in all parts of the world. All major ground handling companies (as well as many smaller players) are on board with the programme and are progressively submitting their numerous stations for the ISAGO audit. Additionally, the ECAST (European Strategic Safety Initiative - Commercial Aviation Safety Team) Plenary, has endorsed the ISAGO training material, which will be incorporated in the future guidance material from ECAST on training for GSPs.

(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)?

Yes

Comments: It should not be legally and specifically prescribed by the Ground Handling Directive but the existing and already widely used industry standards could be part of the ground handler selection procedure.

(8) If yes, under Directive 96/67, 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?

Yes

Comments: See Q7

Reporting obligations under the APR Regulation

According to the Eurobarometer³ 19% of passengers experienced an inconvenience when travelling by air. Of those that did just over 1/3rd (34%)⁴ of these, or 6.46% of the total, considered their treatment to be less than satisfactory.

It doesn't appear that Eurobarometer has attempted to quantify the reasons for this dissatisfaction and it is almost certain that a good proportion of the causes would be matters completely outside of the control of the airlines, such as where an airport is closed because of weather conditions, reduced runway capacities, or highway problems to and at airports.

³ QG7a

⁴ QG4.3

The Commission appears to suggest that the performance of NEBs could be improved if only they had more statistics. However seeing as only a very small proportion of total travellers actually experience an inconvenience, and as many inconveniences are due to non-airline reasons it is questionable if this is the case. Statistics are of no value whatsoever if they do not provide the core reason for why any underperformance may occur. Late flights, for example, are often due to passengers arriving late for boarding. Statistics would show a late departure, yet the cause could be the one passenger affecting everybody else.

The Commission also indicates that according to the Eurobarometer, “64% of those polled feel that they are not informed”. With due respect, such “feeling” does not at all mean that there is a lack of information. What may lack is an interest to use the available information in advance of an incident.

There is some doubt that the information that is suggested to be collected would actually improve the ability for consumers to choose. Collecting information, for example, on the number of cancelled flights without taking into consideration the reasons for the cancellations does not seem to suit any purpose.

Requiring airlines to collect, collate and publish this information will come at a cost and will be extremely burdensome (besides, many airlines have no centralised way to collect the kind of information that would be required). Adding costs will increase the price consumers pay for travel. While some may wish more information most customers simply want lower prices.

(9) Do you think that air carriers should regularly report 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?

No

Comments: Collecting and distributing such information is of highly questionable value, and could be at considerable cost. The Regulation would then seemingly make airlines liable for matters entirely out of their control.

(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 et the PRM Regulations, details of the sanctions applied, statistics on complaints and sanctions applied, and information on major court cases?

No

Comments: BAR UK shares the IATA view, which sees little value in NEBs reporting this information.

Air carrier complaint handling and settlement of disputes

These questions address customer service matters. It is unlikely that voluntary industry agreements would be in line with European Competition law.

The airline industry did work with the NEBs and the Commission in the promulgation of the European Complaint form. It is understood that IATA is prepared to continue the process of providing complainants with tools that may assist them. However, BAR UK further shares the IATA view which sees no need to introduce regulations to achieve this.

**(11) Do you think the complaint handling procedures of air carriers should be harmonised through:
EU law:**

No

Comments: According to the Eurobarometer the vast majority of European air travellers either experience no problems or are satisfied with the way their airline has dealt with any issue. There appears to be little benefit from harmonisation. It is ironic that, having required airlines not to consort on matters such as this, that there is now a school of thinking that would reverse the situation.

Voluntary agreements:

No

Comments: It is doubtful that any voluntary agreement could be reached without risking conflicts with European Competition law.

Air carriers who may regularly seem to provide poor customer service, which includes complaint handling, tend to be publicly identified, and then suffer commercial loss as a result. Legislation is not required.

- (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?**

No

Comments: The Commission has not identified how this would improve the current situation, where most passengers are satisfied with their treatment. It also needs to be recognised that many airlines centrally handle complaints from Head Offices. It is difficult to see how EU legislation could be effective for those Head Offices outside of the EU.

Questions relating to the PRM Regulation

Although laudable the objective of harmonising airline's policies relates to customer service issues, and this is not something that can be done without an exemption from European competition law.

Pre-notification of a PRM's intention to travel without doubt does improve passengers' experience. To require a minimum notification period appears to limit the options of passengers who, in many cases, could be accommodated.

- (13) For PRMs using mobility or respiratory equipment or required to travel with an assistant during flights, do you think that air carriers should harmonise their policies or provide better information on these issues?**

No

Comments Respiratory equipment involving compressed oxygen is a dangerous good and rules involving carriage of dangerous goods must be applied without exception. This is not a passenger rights issue, it is a safety issue. Harmonisation of carrier rules, while laudable, would likely breach European competition law.

- (14) Do you think the pre-notification at least 48 hours encouraged by Regulation 1107 should be made compulsory, in order to provide better assistance to PRMs?**

No

Comments This suggestion appears to limit the opportunities of some PRMs many of which can be accommodated within 48 hours. A 48 hours stipulation could have adverse effects for such passengers.

Reservations and check-in on-line

This section again touches on a number of issues related to airlines' customer service. These purely commercial decisions should be left to the marketplace and for individual airlines to decide. Voluntary industry agreements would likely not be permitted under European competition laws. We find it worrying that the Commission would even think of regulating/harmonising every single new commercial/facilitation service that appears on the market.

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

EU law:

No.

Comments: Customer service standards and facilities are NOT matters for Regulation at European or Member State level.

Voluntary agreements:

No

Comments: European competition law would prohibit such agreements. Carriers should have the freedom, when permitted by law, to work together such as in an alliance. However, that is still done as a competitive offering, and not as adherence to any proposed legal standard.

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

(a) 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?

No

Comments: This is a matter between the airline and its customers.

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

No

Comments: What is an unreasonable fee? And who decides? Charging high fees may have the objective of encouraging changed behaviour by passengers which could have important cost saving results.

(c) Other measures

Rescheduling of flights

IATA's Recommended Conditions of Carriage contain the following provisions in respect of schedule changes. We believe that many IATA Member carriers duplicate these provisions in their own Conditions of Carriage.

ARTICLE 9 — SCHEDULES, DELAYS,

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the

scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable you will be entitled to a refund in accordance with Article 10.2.

[...]

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

We believe these provisions address the issues identified by the Commission:

- Provided the passenger has given contact information the airline will endeavour to notify the passenger.
- If the changed schedule is unacceptable to the passenger the airline will attempt to rebook the passenger on an acceptable flight without additional charge.
- If a flight acceptable to the passenger cannot be found a full (for unused tickets) or a partial (for partially used tickets) refund will be made.

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

No

if yes, through EU law:

No

Voluntary agreements:

No

Comments We see no need for standard rules to apply to all airlines. It is not a burden for passengers to familiarise themselves with an airline's conditions of carriage. This also allows passengers to compare and choose the airline(s) whose provisions best suit their particular needs.

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

(a) 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.

No

Comments The 5 hour period suggested is arbitrary. In some case a 15 minute change could be 'significant' to the passenger while in others a 24 hour delay may not be. Each case needs to be determined on its merits. Airlines voluntary commitments to rebook, reroute or refund the ticket appear to be sufficient.

(b) 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 decide whether to accept them.

No

Comments There is no obligation for the passengers to provide contact information to the airline. Voluntary commitments appear to be sufficient.

(c) Other measures

The so called “no-show policy”

Many airlines, in their conditions of carriage, provide that they will cancel reservations for all subsequent flight sectors if the passenger “no-shows” and *they fail to advise the airline*. The airline is acting under the very reasonable assumption that if a passenger fails to use one flight, and also fails to contact the airline, they too will fail to use their subsequent reservations. Many airlines have modelled their Conditions of Carriage after IATA’s RP1724 which provides:

3.3.6 Please be advised that in the event you do not show up for any flight *without advising us in advance*, we may cancel your return or onward reservations. *However, if you do advise us in advance, we will not cancel your subsequent flight reservations. (Emphasis added)*

This allows the airline to accommodate other passengers who may wish to secure reservations on the flights in question. The Commission notes that not all airlines apply these policies and indeed they are less relevant to airlines which follow a completely non-refundable ticket business model – these airlines are assured of being paid regardless if the passenger actually travels or not. However this is not the case for airlines following a network business model which have no means of securing payment from flexible tickets or tickets issued by other airlines.

The Commission comments that airlines apply this practice differently depending on the type of flight or ticket. We do not believe that this is the case. We agree that not all airlines apply these provisions, however those that do apply them to all flights and tickets.

Fares differ by point of origin, destination, intermediate stopping or connecting points and the actual characteristics of the journey. Should a passenger choose to change any of these features this is likely to change the price. For this reason airlines do not permit passengers to change core contract terms without their knowledge and prior agreement. Airlines reasonably set out in their Conditions of Carriage provisions the same as, or similar to IATA’s RP 1724:

3.3.2 Should you wish to change any aspect of your itinerary *you must contact us in advance*. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of transportation due to Force Majeure, *you must contact us as soon as practicable* and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare. *(Emphasis added)*

The key concept here is that passengers who wish to change their journey should responsibly do so only by informing the airline of their intentions.

The Commission suggests that the question of fairness of these terms currently needs to be assessed on a case-by-case basis. We respectfully disagree:

- In the context of UK action under EC Directive 93/13 on unfair contract terms, The UK Office of Fair Trading (OFT) reviewed in 1999 IATA’s Recommended Practice 1724 and requested changes which were done. The OFT agreed that pricing of the airline product was a “core term” and acknowledged that the contract was for transportation from the point of origin via agreed connecting points to the destination as shown on the ticket. It did not question the concept of sequential use of coupons accepting that “*different ticket configurations may constitute different products, each with its own price*”.

- In its Consultation Paper on Airline Contracts with Passengers in 2002, the Commission examined the sequential use concept and whether Community legislation should prevent the practice. The conclusion was that restrictions were legitimate and contributed to the existence of a wider choice of fares.
- In the Commissions review of the now-expired Block Exemption for Passenger Tariff Coordination the conclusion, in respect of these provisions, was that they were pro-competitive and increased competition.
- As the Commission notes in paragraph 2.1.3 of the Consultation one fundamental principle is that Community air carriers freely set air fares and related conditions. Any restriction of the use of “no-show”, or “sequential use of coupons” policies will significantly interfere with this fundamental principle and will likely result in higher fares and reduced competition.

We are unaware of any case where these provisions have been deemed to be contrary to Council Directive No 93/13/EEC (or equivalent national law) on unfair terms in consumer contracts.

We also draw the attention to a recent correspondence with DG-TREN on this issue where all our arguments have been explained in detail (letter to D.Calleja of 15 July 2009+ annexes). Attached as Annex A.

(19) Do you think that minimum rules regarding passengers’ rights should be agreed, through EU law or voluntary agreements, to restrict and clarify conditions for the use of a “no-show policy”?

No

Comments This would interfere with a core term of an airlines contract with its customer. It would reduce competition and increase prices.

Reduced space between plane rows

Again, this is not a passenger rights issue. This role of regulation of these matters must be limited to safety and security. Voluntary agreements on these issues would not be permitted under European Competition laws.

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

No

Comments Airlines must operate their aircraft in accordance with safety and certification standards.

If yes, through EU law:

No

Voluntary agreements:

No

Comments Voluntary agreements on these issues would not be permitted under European Competition laws.

Questions relating to air carrier insolvency

Attached in Annex B is IATA’s response to the identical questions in context of the Package Travel Directive. These views are shared by BAR UK.

