

Fair rules for all players - Plugging the gap on passenger rights

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Double reimbursement risk must be addressed. Airlines should also not be liable for reimbursing intermediation fees applied by third parties, in line with recent CJEU ruling.



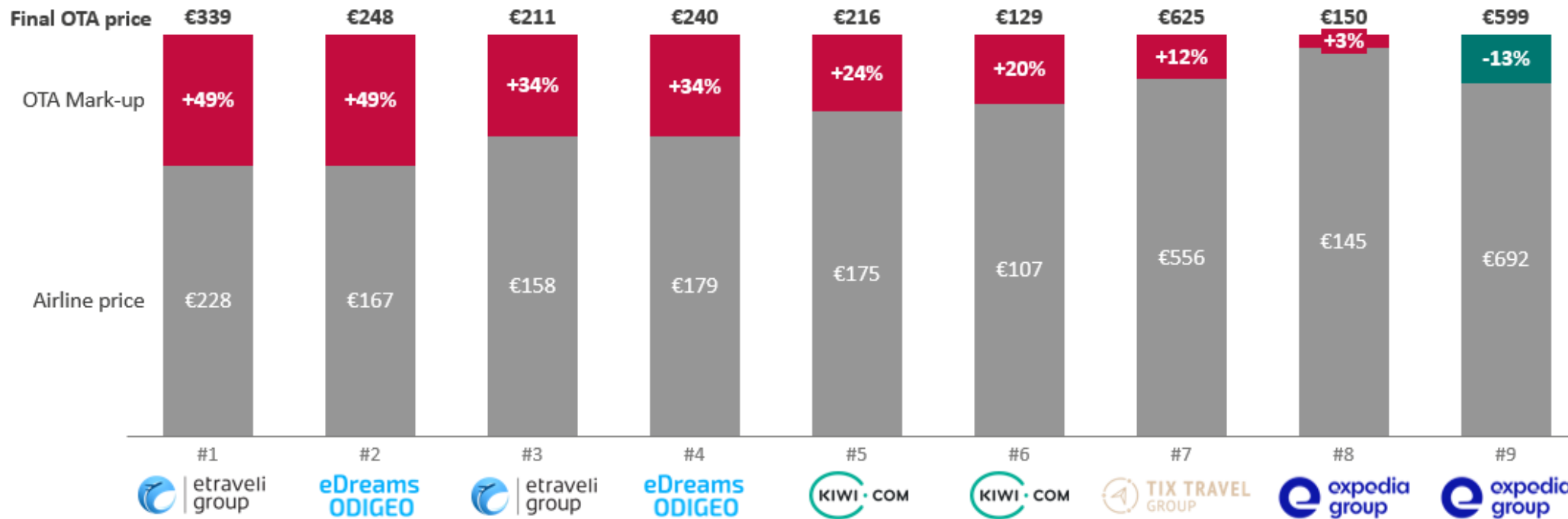
Intermediaries should be obliged to inform passengers on whether they have a commercial relationship with the carrier and of intermediation fees they are charging. Intermediaries must also inform airlines that they intend to book as intermediaries.



Airlines should only be forced to share information with intermediaries if they have an existing commercial relationship. In a multimodal context, this will be key for carriers to know their offers are being bundled as combined journeys.



The proposal should **create a liability regime** against intermediaries' repeated misconduct when failing to meet their reimbursement and information sharing obligations.



Study prepared for A4E by Syntesia Policy & Economics, on behalf of the European airline industry

Often **opaque mark-ups and charges** that consumers are wrongly led to believe come from airlines **result in Online Travel Agents' (OTA) prices being on average 23% more expensive** than direct bookings.

Other observed OTA practices include:

- Withholding or appropriating / part-appropriating refunds
- Failing to provide consumers with information on delays, gate changes or cancellations

The proposals should preserve flexibility among partners and incentivize integrated multimodal offers



Set out clear objectives for passenger care and information and allow partnering carriers to allocate responsibilities in the most efficient way.

Multimodal



Information sharing obligations imposed on airlines should remain limited to what is practical and feasible. This is particularly important in the context of the nascent sector of integrated multimodal transport.



Reimbursement and re-routing obligations should be limited to integrated multimodal contracts, when transport operators have an established agreement with each other.



Liability regime should be limited in case of missed connections due to extraordinary circumstances, the fault of the passenger or action of third parties beyond the control of the carrier.