



This month ECC Ireland is celebrating the arrival of summer with a special summer edition with tips on how to ensure that you enjoy a secure and cost effective holiday. Our Consumer Query of the Month discusses what happens when an airline cancels the return part of a flight when the consumer has not used the outgoing flight while our Success Story concerns a package holiday which was ruined due to poor accommodation. Our consumer survey is available on our website at [www.eccireland.ie](http://www.eccireland.ie) and this month asks if you have ever been billed for additional charges when renting a car.

If you have had a problem with a purchase from another European country, please contact us on 01 8797620 or click [here](#). For information on your consumer rights in Europe, see [www.eccireland.ie](http://www.eccireland.ie)

**Ann Neville**  
**Manager**

### **Don't get burnt. Top tips for secure and value for money holidays from ECC Ireland**

With the holiday season starting many of us are making plans for some time in the sun with our friends and families. But with value for money more important than ever, knowing your rights and entitlements can make the difference between coming home with happy memories, or having to face a hefty bill. For this reason ECC Ireland has prepared tips to ensure that you get the most from your holidays without incurring unnecessary expenses.

### **How you book your holidays can impact on the level of legal protection you enjoy if things go wrong**

The growth of internet booking means that for many people the way we organise our holidays has changed. Booking each element of your holiday independently can offer greater flexibility and choice and sometimes better value. However many consumers don't realise that by booking your holiday independently, you may find yourself with reduced levels of legal protection if something goes wrong. In fact less than half of consumers polled by ECC Ireland in May did not know that different legal rights applied depending on how they booked their holidays.

It is important to be aware of this distinction so that you can make an informed choice and avoid a costly surprise should something go wrong. For this reason it may be prudent to take out travel insurance if you are booking your holiday independently.

### **Bring a European Health Insurance Card**

If you are travelling to a European destination a European Health Insurance Card (EHIC) will allow you to access healthcare in the public system of any EU/European Economic Area country (Norway, Iceland) and Switzerland if you become ill or injured while on a temporary visit to that country. The EHIC is free of charge. For more information see [www.ehic.ie](http://www.ehic.ie)

### **Know your passenger rights**

If your flight is cancelled or significantly delayed EU legislation states that you must be given a choice between re-routing to your final destination or a refund. While awaiting a re-routed or significantly delayed flight you have the right to receive care and assistance from the airline. If this is not provided and you incur expenses as a result make sure you keep receipts. If your luggage is lost, damaged or delayed by the airline you can claim compensation.

### **Avoid holiday scams**

Many consumers are subject to scams and pressure selling while on holidays. These scams can take many forms including free scratch cards offering prizes. In reality these can be designed to make you enter into contracts for expensive holiday clubs which provide you with very little in return for your money. Please be aware that a number of EU countries have yet to implement the new European Directive extending the protection of consumers in such situations. Other common scams are free trips which take you to a warehouse where you are subject to pressure selling. Remember if offered something for free on holidays that if something seems too good to be true it probably is.

For more information on your holiday rights see ECC Ireland's [Summer Survival Kit](#).

### **Consumer Query of the Month**

**I booked a return flight with a Hungarian airline. I became ill and was unable to travel on the outward leg of my trip. As my fare class did not permit any modifications to my ticket, I booked a separate one way flight out to my destination a few days after I was due to leave. When I arrived at the airport for my flight home I was informed by the airline that my entire flight had been cancelled because I failed to take the first leg. The airline never informed me that they had cancelled my flight and I had to pay a fortune to get home. Can the airline do this?**

Many airlines, in their conditions of carriage, provide that they will cancel reservations for all subsequent flight legs if a passenger "no-shows" for their outbound flight. Airlines claim that this is to prevent passengers from booking flight segments which they actually don't want to use in order to benefit from lower prices.

According to Directive 93/13/EEC, on unfair terms in consumer contracts, a contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer. Terms which are found by a national court, tribunal or competent administrative body to be unfair under the Directive are not binding on consumers.

The German Supreme Court has recently ruled in case Xa ZR 5/09, that while airlines have a legitimate interest in protecting their tariff structures, the term providing that the whole ticket is void if a coupon is not used in sequence, is unfair. The court ruled that to protect the rights of the airlines, it would be sufficient if the airline imposed a higher fare for non-sequential-use of the flight coupons. Similar decisions have also been reached in Denmark and Spain. These decisions have no legal value in other countries, nonetheless, it could be argued that EU passengers should be offered the same conditions of carriage without any unjustified discrimination based on their nationality or place of residence.

Following an investigation by the UK Office of Fair Trading, IATA has amended its recommended general conditions of carriage, ensuring that reservations are not

cancelled if the consumer warns the airline that a part of a ticket is not to be used for reasons of 'force majeure'.

The issue was also considered by the European Commission in its consultation on Air Passenger Rights which was published last year. It recommended that the cancellation of a ticket after a "no-show" situation should only be made with the agreement of the passenger, and the rules should be communicated to passengers more clearly.

The European Consumer Centre is concerned about this potentially unfair practice since it can frequently happen, as in this case, that a passenger cannot take their first flight for personal reasons. Significant detriment can be caused to a consumer if their flight is cancelled unilaterally, without prior notice. It is essential that airlines' policies are transparent to ensure that consumers are well informed of the applicable conditions. Conditions which impose an obligation on a consumer should be not only transparent but should have the pertinent information displayed in a prominent manner.

We would recommend that you write to the airline to seek an explanation of what occurred in this case. You should be aware however that if the airline's terms were sufficiently clear and you failed to notify the airline that you were unable to travel on the outbound flight, you might find it difficult to secure a refund.

### **Success story of the Month**

A UK consumer booked a package holiday through a company based in Ireland. Upon arrival at her destination in Morocco, the consumer was informed about a change in accommodation due to bad weather conditions at the time (i.e. torrential rain). The replacement, however, was not up to standard, the rooms were flooded with rain water and there was limited access to hot water. The consumer requested a full refund, but was offered a free week's holiday instead.

The consumer contacted ECC UK, which in turn sought assistance from ECC Ireland. While we appreciated that every effort had been made to minimise the negative consequences of the bad weather conditions, we contacted the trader on the consumer's behalf and sought a partial refund of the cost of her holiday. The trader initially offered to refund half of the cost of the holiday, and following negotiation, ECC Ireland managed to secure a reimbursement of 75% of the cost of the holiday.

### **This month's survey**

Here in ECC Ireland we are always interested to hear what you think. This month, we are asking if you have ever been charged unexpected additional amounts for your car rental? Such charges can be imposed by the car rental company for alleged damages to the vehicle or for extras which may not always be obvious to the consumer at the time of booking. To take part in the survey just go to our home page [www.eccireland.ie](http://www.eccireland.ie).

**If you want more information about this or any other cross-border consumer issue you can contact us on 01 8797620 or at [www.eccireland.ie](http://www.eccireland.ie).**

The European Consumer Centre is funded by the European Commission and the National Consumer Agency.

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