



Top five to look out for in an airline's small print

The summer is finally here and you can't wait to hop on that plane and fly away. You've been planning this for weeks – the perfect beach wear, the travel insurance, the sun screen, got the passports. What more is there to do? Unfortunately, many holidaymakers find themselves faced with a problem and don't know what to do only to later find out (sometimes too late) that it was all there in black and white in the small print.

ECC Ireland is always trying to remind consumers to read the terms and conditions for any goods or services they buy but, there is a lot of information. So, for this month's post we thought it may be helpful to narrow down some of the top things to look out for in an airline's conditions of carriage.

The consumer success story of the month is about how ECC Ireland secured a refund for an airport taxi transfer service that didn't show up while the consumer query looks at the options available to a passenger who had to pay an excess baggage charge when the dimensions of his luggage didn't comply with the airline's policy.



They say when 'you break it, you've bought it' but here it's more like, 'you bought it, you've read it'. Of course, you may not have read it at all, and just ticked the box to move on to the purchase stage, however, if something does go wrong later on you may find that your particular situation was outlined in the small print and therefore it can prove more difficult to seek redress. Why? Well, when you tick the box to say you've read the terms and/or continued on to the purchase stage then you've essentially agreed to those terms.

However, sometimes this little box or request to confirm may not be always obvious when scrambling to get the best flight deal. That's why it's always wise to take matters into your own hands by searching for the conditions of carriage yourself before going ahead with any flight purchase. In most cases, you'll find this important information before you even search for the flight by scrolling down to the bottom of the website (there may be clear link or you might have to go to the help/contact us section or similar). However, you may have another opportunity usually at the page where you enter your personal and payment details – for example, you may be asked to tick a box before you hit that 'pay now' button. So, that's at least two chances.

The top five things to look out for when reading the conditions of carriage:

1. Check the refund/cancellation policies

The refund and cancellation policy should always be the first thing to read no matter what good or service you are buying. You may mistakenly think that you can get a refund if you change your mind but think again (travel tickets are excluded from the [right to withdrawal/14 day cooling off in online purchases](#)). Taking one popular airline as an example, tickets with this trader are non-refundable except in certain circumstances such as death of an immediate family member who is travelling or death or serious illness of a booked passenger. However, these special circumstances have strict conditions attached to them, for example, your right to refund and the type/severity of illness that is acceptable to make such a claim is very often up to the discretion of the airline. Consumers should follow the procedure outlined by the airline which often involves putting the claim in writing (e.g. a form) and providing documentation such as a medical certificate.

Another major airline allows for partly refundable tickets if you bought a flexible ticket and even if you have there are of course conditions that apply and the airline's right to refuse the refund for certain situations. Other airlines may allow you to cancel your booking altogether, depending on the type of ticket you bought, but it's subject to a fee and notification period. As you can see, policies can vary depending on the airline and so it's always best to check.

2. Hand luggage and check-in baggage policies

This is something that catches consumers out quite a lot. Some airlines may have changed their policy since the last time you flew with them (for example, [Ryanair changed its hand luggage rules twice in 2018 alone](#)) or passengers are simply not aware of what they are allowed to bring on board with them, the dimensions of the baggage, weight, where to drop the bag off or when does the bag drop desk open and close. You should therefore look to the conditions of carriage to find out all of this information, specifically to know the difference between the rules for checked-in luggage and the baggage that you're allowed to bring on the plane with you. Failure to comply could result in extra charges being applied and if it has been clearly outlined in the conditions of carriage it could prove very difficult to dispute the charges.

Other important baggage information to look for is the airline's liability for fragile and/or expensive items or damage to the baggage itself. For example, an airline might state that its liability for damage to baggage shall be capped, as per the liability limit set out under the Montreal Convention, at 1,131 SDR (approximately €1,400) per passenger unless you have made a declaration of higher

value by check-in at the latest and have paid a supplementary fee. It may also be stated that the airline has no liability whatsoever for damage to articles not permitted to be contained in checked baggage and are considered unsuitable for carriage for reasons which include being fragile or perishable. So, if you decide to pay extra for checked-in luggage (dropped off at the bag drop desk) then you should take care when deciding what to put in it. For expensive items, such as jewellery or a laptop, it's advisable to carry it with you and/or for delicate items, such as a musical instrument or a wedding dress, to contact the airline to seek permission to carry it on board and find out if any fees/requirements apply. You should also consider purchasing travel insurance.

Check out ECC-Net's video below for more luggage tips



3. Check-in requirements

This is another issue that regularly confuses consumers. In any case, it's always a good idea to double check because airlines can differ in their approach to this. For example, the customers of one airline have different lengths of time for check-in depending on what type of ticket they have; if they've purchased an allocated seat then they have 60 days before departure to check-in while those who opt for a free seat only have between two days and two hours before departure to check in. Another airline states that their check-in deadline is 70 minutes before departure but that check-in deadlines for other carriers operating your flight can be different and so you need to familiarise yourself with them. So, you see, it can vary widely. However, what is usually common practice is that failure to check-in and/or have a boarding pass may result in an extra fee being charged at the airport. Some airlines even go as far as to state that they reserve the right to cancel the reservation.

4. No-show clauses

This was an issue that was brought to the fore quite recently by [Which? UK who wrote to several major airlines warning that the 'no-show clauses' in their terms and conditions/conditions of carriage are potentially breaking consumer law](#). Essentially these clauses mean that if you miss an outbound flight it's considered a 'no-show' and you may not be able to use your return flight and/or connecting flights (if applicable). There is no refund issued to you and your seat can also be resold. The terms and conditions of some airlines may state that passengers have to inform the airline if they are prevented from flying all of the individual flight segments or flying them in the sequence specified on the ticket. So, if something happens that prevents you from using the outbound flight, and you think you can just simply book another outbound flight at a different time/date and still take the original return flight home, it is advisable to check first if you can do this.

You may wonder if airlines are allowed to do this? Well, there is currently no specific legislation at EU level banning 'no-show clauses' providing for the cancellation of the entire itinerary when one of the flight segments is not used and so it can be regulated by the air carrier in their general conditions of carriage. However, that is not to say that it cannot be challenged if deemed to be unfair. Indeed, a number of national courts have found in favour of consumers (including the German courts - [Urteil v. 29.04.2010, Xa ZR 5/09](#)) and, according to a Court of Justice of the European Union case ([C-290/16](#)), the pricing freedom recognised for air carriers to determine air fares and the conditions under which prices apply ([EU Regulation 1008/2008 on air services](#)) does not preclude the application of [EU Directive 93/13/EEC on unfair terms in consumer contracts](#), as transposed by the Member States.

5. Complaint/claims procedures

Unfortunately, problems with your flight, baggage or other issues can arise from time-to-time but very often consumers are uncertain as to how to make a complaint. Each airline has their own complaints or claims procedure and so it is important to follow this. Usually it involves putting your complaint in writing to the airline (for example, by filling in a provided form or emailing a dedicated address); you should always do this when you have a consumer dispute with any trader giving them the opportunity to rectify the situation and/or provide remedies. Obviously, sometimes you may have a more immediate problem (for example, the flight is cancelled while you're at the airport and you need to arrange rerouting) or you can't find the information you need in the conditions of carriage. In this situation, then you should certainly try to contact the airline by other available means such as an online customer service form or through live chat but make sure you keep evidence of this correspondence (for example, by taking screenshots).

You can find out about your [air travel rights](#) or how to avail of the [ECC-Net Travel app](#), and much more, on the [ECC Ireland website](#).

Consumer success story of the month:

A week before he was due to fly, a consumer booked a taxi transfer via the airline's website and an additional charge of €133.90 was taken from his account. However, he did not receive a confirmation email in relation to the taxi service. Contact with the airline and the taxi transfer service was made but no assistance was forthcoming and when the consumer arrived at the airport there was no taxi waiting for him and he had to make his own arrangements. After failed attempts to secure a refund from the airline, the consumer contacted ECC Hungary and the issue was brought to the attention of ECC Ireland who contacted the travel service provider on his behalf, providing evidence that the service was not provided and requesting a full refund. The consumer was subsequently refunded in full.

Consumer query of the month:

Q: When I was travelling with two other passengers recently our carry-on luggage was checked by ground staff on the outward flight from Dublin and all was okay but when ground staff at Exeter

checked the same luggage on the return leg it was deemed to not comply with the baggage policy and we were charged an excess baggage fee totalling £120. We bought this luggage from another airline and have never had any problems before. It seems the dimensions for this airline only allows for a width of just 35cm whereas our luggage is 40cm. I realise of course that we accepted the terms and conditions when purchasing the flight but why was the baggage okay going over but not on the way back? Airlines should do more to make their policies clearer. What can I do to find out and what are my rights?

A: Unfortunately, if you've failed to comply with the baggage policy and the baggage does not fit the dimensions stated then it may be very difficult to request a refund from the airline as you agree to these terms when you enter into the contract (purchase the flight). Therefore, it is up to the passenger to ensure that he/she reads the conditions of carriage and checks, by perhaps measuring, that the baggage being used complies. As well as checking the dimensions of the baggage passengers should also weigh it to avoid incurring additional charges at the airport. You may consider contacting the airline in writing (for example, by email) to outline what occurred and to seek clarification as to why the baggage was deemed suitable for the outbound flight but not for the return journey and to see if they would be willing to refund the fee, at least partially, as a goodwill gesture. It must be noted that the airline is under no obligation to provide this refund if the passenger has failed to comply with the baggage policy.

If you want more information about this or any other cross-border consumer issue, please go to our online contact us page on www.eccireland.ie. You can also follow us on [Twitter](#).

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The European Consumer Centre is part of the European Consumer Centres Network (ECC-Net), which covers 30 countries (all EU countries plus Norway and Iceland), and offers a free and confidential information and advice service to the public on their rights as consumers, assisting customers with cross-border disputes. ECC Ireland is funded by the European Commission and the Competition and Consumer Protection Commission.

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