

## Your Legal Entitlements as a Consumer

### Information airlines must provide to you:

If your flight is delayed by two hours or over or you are denied boarding due to over-booking you must be given a written note stating your entitlements.

### How to claim for damaged, delayed or lost luggage:

You can make a claim up to a maximum of 1,000 SDRs (approx €1,200) for checked baggage whether the baggage is lost, delayed or missing. However, the airline is not liable if it can prove that it took all necessary steps or that it was impossible to take such measures. The value of an SDR is based on a basket of international currencies. The calculation is made daily by the International Monetary Fund and is available on [www.imf.org](http://www.imf.org)

It is crucial to follow the steps as outlined;

- *You must complete a Property Irregularity Report or PIR at the airport, which should be provided to you by the airline and keep a copy of same.*
- *In case of damaged luggage, you have to write a letter to the airline within 7 days from the date of the receipt of the luggage including a copy of the PIR.*
- *In case of delay, a written complaint must be made to the airline within 21 days of receipt of the luggage including a copy of the PIR.*

Rights to compensation for lost luggage only arises if the airline admits the loss of the checked baggage and/or the checked luggage has not arrived at the expiration of 21 days from the date it was supposed to have arrived.

### Flight Delays

Your rights begin after a delay of 2 hours in flights of less than 1,500km, 3 hours for EU flights greater than 1,500km and non-EU flights of less than 3,500km and 4 hours for all flights of more than 3,500km.

If a flight is delayed for the length of time outlined above an airline may be obliged to provide the following to you:

- *Free meal and refreshments*
- *Two free telephone calls, faxes or emails*
- *Free hotel accommodation if departure is delayed until the next day*
- *Free transport between airport and accommodation*

If a flight is delayed by **5 hours** or more you are entitled to look for a refund of the un-used part of the ticket if you decide not to travel or you can choose to be re-routed by the airline later.

### Under EU regulations you are not entitled to financial compensation if your flight is delayed.

Under the Montreal Convention of 1999 however, there is provision for air passengers to seek compensation from the carrier for delays. If a passenger is delayed, financial compensation must be offered. However the carrier is not liable if it can show that it took all reasonable measures to avoid the delay or that it was impossible to do so.

## Cancellations

If an airline cancels a flight at the last minute, all passengers should be offered:

- *A choice between refund of their ticket or re-routing to final destination. Free meals and refreshments as well as two free phone calls/emails/faxes should also be provided when waiting time for the re-routed flight/flights requires.*
- *In the event of re-routing where the re-routed flight is the next day, free accommodation and transfer to and from that accommodation should be provided by the airline. In addition, compensation is owed at the following levels:*
- *€250 per ticketed passenger for flights of 1,500km or less*
- *€400 for intra-community flights of more than 1,500km or for other flights between 1,500km and 3,500km*
- *€600 for all other flights*

**Note:** Passengers are not entitled to financial compensation if a flight is cancelled due to bad weather, political unrest, a security threat, unexpected flight risk or strikes.

## Denied boarding due to over-booking

Under *EC Regulation 295191*, when a flight is overbooked the airline must call on passengers to volunteer their seats to other passengers. If volunteers come forward they are entitled to financial compensation for not boarding, which is agreed between the airline and passenger. The volunteers are also entitled to choose between an alternative flight or a refund of the ticket. If not enough volunteers come forward the airline can refuse to board passengers but must offer these passengers compensation for their inconvenience as follows:

- *€250 for flights of 1,500km or less*
- *€400 for intra-community flights of more than 1,500km or for other flights between 1,500km and 3,500km*
- *€600 for all other flights and an alternative flight or refund of the ticket and overnight accommodation if necessary while waiting for an alternative flight and food, refreshments and access to telephone/e-mail/etc. in reasonable proportion to the length of the wait.*

## Air Carrier Liability

Under the *Montreal Convention 1999* and *Council Regulation EC 2027197* on Air Carrier Liability in the event of accidents, a passenger is entitled to compensation in case of an accident on board, embarking or disembarking the airplane. Up-front payments can be made if needed to help the passenger with immediate economic hardship.

## Package Holidays

You are protected under the Package Holiday and Travel Trade Act 1995 when you book and pay for a 'package holiday' within the jurisdiction of the Republic of Ireland. A package holiday may be taken at home in Ireland or abroad and covers holidays which are sold in Ireland, whether or not the companies are operating in Ireland or in another country. A package holiday is a combination of two or more components that are pre-arranged when sold to you by a travel agent or tour operator and will last for a period of more than 24 hours. A package can be made up of the following:

- *Transport*
- *Accommodation*
- *Other tourist services (e.g. guided tours)*

It does not matter if you are asked to pay separately for different components of the package - it still remains a 'Package'. However, any arrangements made for you by a travel agent or tour operator, which are your specifically requested requirements are not regarded as a package holiday.

## Pitfalls to watch out for when booking a package holiday

1. *All members of a party are subject to a tour operators' booking conditions when the booking form is signed by one of the party on behalf of all of the party travelling together.*
2. *The contract represented by the booking form does not become a legally binding contract until the full booking deposit amount is received by the tour operator.*
3. *It is the responsibility of all individual members of a party to pay a balance by the due date specified. The tour operator or agent is not obligated to issue a reminder.*
4. *The pricing of a holiday may increase if the occupancy of an apartment or hotel room changes.*

## Changes to the Package Holiday

If an organiser significantly alters a term of the contract (e.g. price or accommodation) or cancels the contract, you must be given the option of one of the following:

- *A replacement package of equivalent or superior quality or,*
- *A lower grade package and a refund of the difference in price between the two packages or;*
- *A full refund.*

## Price Alterations

Price revisions are only allowed in a number of specific circumstances (e.g. currency fluctuations, variations in the cost of fuel, changes in government tax or duty). No price changes are allowed within 20 days of the departure date.

## If things go wrong while you're on holiday:

If you run into difficulties while on holiday, you should ;

- *Report the problem immediately to the local resort rep and/or the management of the hotel/apartment/property that you are staying in.*
- *Provide the resort rep reasonable time/opportunity to remedy the situation, at no extra cost to you.*
- *If the problem is not resolved, gather as much evidence as possible to support your case (e.g. take photographs).*
- *Submit your complaint in writing to the tour organiser/tour operator within 28 days of your return home. If the tour operator or travel agent refuses to offer any compensation for your problems, which you encountered while on holidays, you are entitled to pursue the matter through the Small Claims Court or Arbitration. You should refer to your contract terms.*