

Civil Aviation Authority  
PACTS  
Crawley  
Gatwick  
RH6 0YR

[INSERT YOUR NAME & ADDRESS]

Date:

Dear Sirs

**Formal Complaint against [INSERT THE NAME OF YOUR AIRLINE]**

**Booking Reference Number:** [INSERT REFERENCE NUMBER]

**Flight Number:** [INSERT FLIGHT NUMBER]

**Date of Flight:** [INSERT DATE]

**Departure Airport:** [INSERT NAME OF AIRPORT]

**Destination Airport:** [INSERT NAME OF AIRPORT]

**Number of Passengers:** [INSERT THE NUMBER OF PASSENGERS ON THE BOOKING]

I am writing to you as the current National Enforcement Body (NEB) for the Airline Industry and their duties and obligations under the current Regulation (EC) 261/2004.

I have attached the following documentation in support of my complaint:

1. Copies of letters or emails to the airline;
2. Copies of the letters or emails the airline has sent to me;
3. Details of my/our flight(s) (flight number, date, time, route, airline reference, number of passengers on the booking) have been set out above;
4. I also attach copies of receipts for this flight(s).

I refer you to my letter dated [INSERT DATE], which sets out the following issues:

1. Acknowledgement that the airline, by offering me a Credit Refund Note (CRN) is offering me a 'choice' under Article 8 of the aforementioned Regulation;
2. I have acknowledged their difficulties during the COVID19 crisis;
3. Referring to my 'choice', which is to seek a refund of the monies I have paid, I have made clear that waiting for a period of [INSERT THE NUMBER OF DAYS] days for the return of my monies could not be considered reasonable;
4. I have sought to compromise the '7 day' expectation (stated in Regulation) for the refund of my money, to 45 days beyond the date of my flight;
5. In offering this compromise, I am providing recognition for the difficulties presented by COVID but also to allow the airline to seek support funding to help them with operational issues at this time;
6. At this point in time, the airline has rejected my reasonable compromise and is maintaining their own unilateral payment schedule - this is not reasonable, even under these circumstances.

I have noted the European Commission's Communication dated the 18 March 2020 ([https://ec.europa.eu/transport/sites/transport/files/legislation/c20201830\\_en.pdf](https://ec.europa.eu/transport/sites/transport/files/legislation/c20201830_en.pdf)), advising that where a CRN is offered, the right to reimbursement remains. This guidance is silent on the period for any reimbursement, therefore, it must follow that the '7 day' period within regulation stands, or, by implication, a reasonable period is to be considered by all the parties.

Such a reasonable period in my view must take into account the current factors and must absolutely take into account Consumer opinion; it is not in the remit of any airline to define that 'reasonable' period.

In my opinion, from the many views I have seen, there appears to be a cartel-like agreement between Industry participants to define what is a 'reasonable period'; this cannot be held to be fair or reasonable to Consumers.

To date, I have sought to find a reasonable compromise to this complaint.

I therefore request that you examine and intervene and help me to recover my refund in a timely manner and within the spirit of regulation, and secondly, that you define what constitutes a reasonable period, not industry dictated, but by reference also to Consumer difficulties and opinion.

**I have noted that PACTS will assess this complaint. I have also noted that Arbitration may be suggested.**

**For the sake of clarity, this is not a complaint appropriate for Arbitration and I will not accept the Arbitration route.**

**This is a complaint about the reinterpretation of Regulation and I am calling on you as the NEB, to help resolve my problem and create a greater certainty for Consumers.**

If you require further information, please do not hesitate to ask.

Yours Sincerely,