

European Commission
Secretary-General
B-1049 Brussels
Belgium

[INSERT YOUR NAME & ADDRESS]

Date:

Dear Sirs

Complaint concerning the Application of Union Law - Regulation (EC) 261/2004 - Air Passenger Rights

I am writing to you about what I consider to be a failure in the application and enforcement of the above named Regulation.

In writing to you, I am conscious that as a Citizen of the United Kingdom, my country is no longer a Member State, but, under the terms of the Withdrawal Agreement, the United Kingdom is obligated to follow and implement Union Law until its full withdrawal on 31/12/2020 or until a new Treaty exists between the European Union and the United Kingdom.

The issue in hand relates to the affect of the COVID19 crisis upon my rights as an air passenger.

In writing to you, I am extremely concerned that my rights under Regulation are not being delivered or are subject to a wholly industry-driven decision to determine what is reasonable.

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);
4. I attach copies of receipts for this flight(s);
5. I also attach a copy of my letter to the UK's Civil Aviation Authority seeking their assistance as the National Enforcement Body (NEB).

I refer you to my letter to the airline, 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), 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 consider that Union Law is being breached and that has seriously caused detriment and inconvenience to me, whatever about the wider cohort of UK and European Citizens.

I would be grateful if you could investigate and where possible, intervene to ensure uniform and just application of Union Law.

I look forward to hearing from you

Yours Sincerely,