

FLIGHTS 1:

[NOTE TO CONSUMERS:

- **If you have already sent your letter, and have received a response, you can use this “Flights 1” commentary in response to your Airline;**
- **If your flight has been cancelled and they have offered you a CRN and you have yet to send your letter, attach this as an “Annex” and make reference to that attachment;**
- **If your flight is at risk of being cancelled and you are using “Letter Eight”, attach this as an “Annex” and make reference to that attachment;**
- **By using this document it demonstrates your attempt to mitigate your position, your knowledge of the commentary and your ability to see through the arguments that may be presented to you - this comes down to what is “reasonable” in the circumstances;**
- **Please remove my © Copyright Notice before sending;**
- **MAKE SURE YOU DELETE THIS NOTE BEFORE SENDING]**

I have noted the European Commission’s Recommendation dated 13/5/20 (https://ec.europa.eu/info/sites/info/files/recommendation_vouchers_en.pdf).

The recommendation states that:

“Under the Union Legislation, reimbursements can be made in money or in the form of a voucher”.

They then reference Article 7(3). For the sake of clarity, Article 7(3) only allows this for ‘compensation’; a ‘voucher’ or CRN is not referred to in Article 8.

It further states that:

“reimbursement by means of a voucher is only possible if the passenger agrees”.

Again that generally refers to ‘compensation’ scenarios.

The Commission is simply suggesting that CRN’s could be deployed if the Consumer agrees to accept a CRN; I was **never** given the ‘choice’ to accept a CRN or refuse.

Equally, the document acknowledges the difficulties for Industry and the measures that countries can deploy to help the sector; it also acknowledges the financial impact of the crisis upon ‘passengers and travellers’.

Therefore, in this recommendation, the Commission recommends that Article 8 should be read in conjunction with Article 7(3) and lays out how CRN’s can operate:

“subject to the passenger’s or travellers’s voluntary acceptance”.

In my case, it cannot be said that I was offered a choice nor was I ever in a position where I was able to accept your CRN voluntarily.

Further, the recommendation sets out a period of 12 months for the validity of the CRN. At point 4 in their document, it states:

“Carriers and organisers could consider making vouchers refundable at a point in time earlier than 12 months after the issuance of the voucher concerned if the passenger or traveller so requests”

I believe the Commission recommendation is in error and is contradictory (noting the Commission's strong reference to legal rights), because it is not for you to 'consider' any request I make for my money back, the law requires you to return my money.

Further, the recommendation fails to set out a 'reasonable' period for the return of my money, as a result, you will have already noted that I am seeking to compromise this situation by setting out a reasonable period for the return of my money.

This compromise fills the gap in this Recommendation and failure to acknowledge and respond constructively will lead to complaints being submitted to the Authorities, including the European Commission.