

AIRE's perspective on the Proposal for a Regulation on passenger rights in the context of multimodal journeys

Airlines International Representation in Europe warmly welcomes the European Commission's Proposal for a Regulation on passenger rights in the context of multimodal journeys, which was officially unveiled on 29 November 2023. This proposal represents a crucial step towards achieving a balanced and fair approach to passenger rights that aligns with the realities of today's interconnected transport systems. We strongly advocate for its swift approval to ensure a more cohesive and efficient travel experience for all.

- **AIRE welcomes this classification as it provides legal certainty about the different types of transport contracts (art. 3 (7), (8), (9)):**

(7) '**Single multimodal contract**' means a transport contract for a multimodal journey containing successive transport services operated by one or more carriers;

(8) '**Combined multimodal ticket**' means a ticket or tickets for a multimodal journey representing separate transport contracts which are combined by a carrier or intermediary on its own initiative, and which are purchased by means of a single payment by the passenger;

(9) '**Separate multimodal tickets**' mean tickets for a multimodal journey representing separate transport contracts which are offered together by a carrier or intermediary, and which are purchased by means of separate payments by the passenger.

In terms of Category B - '**Combined multimodal ticket**'- AIRE would consider adding a more precise definition, as it is problematic for the operator to have intermediaries selling tickets without authorization or a commercial agreement, having no relationship with the operator. In this context, single-payment acquisition should not be the primary definition.

- **AIRE agrees with the provision for a complete refund of costs by the intermediary at no charge (art. 8. 3).** Previously, the challenge of refunding agency tickets without knowing the ticket prices or the agent's margin was a significant issue, often resulting in legal disputes.

- **AIRE welcomes the limitation of accommodation to a maximum of three nights in the event of a missed connection** on a subsequent transport service during a multimodal journey, where such a stay becomes necessary (*art. 9.1*). This is particularly the situation as it already exists for rail transport (EU Regulation 2021/782).
- AIRE agrees that the **compensation depends on the ticket price** (*art. 10.1*)
- **AIRE welcomes the idea of a common reimbursement form** (*art. 11.1*). This unification will help both passengers and airlines in the procedure and may also contribute to a more uniform implementation of the regulation.
- AIRE considers a good advance **the deadline of one month to respond to National Enforcement Bodies, extendable to three months** (*art. 23.1*)

Nonetheless, AIRE has identified the following areas that may pose challenges for the industry:

- AIRE considers that there is a **lack of definition of the contractual carrier, which would be liable for a specific part of the journey** (*Art. 3.2*).
- **We believe that the requirement to delete contact details within 72 hours after the completion of the contract may conflict with the obligation to report to National Enforcement Bodies** (*art. 5.8*). Complaints are not limited to cases of flight delays or cancellations; passengers may also file complaints regarding the quality of services. Since passengers are not obligated to submit a complaint within 72 hours, the carrier may face difficulties in fully verifying the report if the passenger's contact details are deleted, particularly in the event of a lawsuit. Retaining contact information is essential not only to confirm whether a complaint is from a passenger but also to verify the connections.
- **AIRE considers that the proposed requirement for airlines to monitor reimbursements through intermediaries would be highly complex and should not fall within the airlines' responsibilities** (*art. 8.5.b*). Specifically, the obligation for the contracting carrier to ensure that the passenger is contacted within 14 days and provided with reimbursement details places an undue burden on airlines. In this context, AIRE proposes the following paragraph: The company from which the passenger purchased the ticket is responsible for processing the refund of the ticket. Monitoring whether the intermediary has refunded the passenger's account is beyond the capacity of air carriers and should not be their responsibility. This process would be extremely difficult to manage and enforce consistently.
- **AIRE believes that offering a free ticket to the person accompanying a disabled passenger could lead to potential misuse and should not be provided at no cost** (*art. 12.5*). We think that seating the assistant next to the passenger with reduced mobility may require adjustments to the airline's systems, so we suggest offering the ticket at a discounted price. It is mandatory to pay taxes and airport charges for each passenger, so it is not possible to make a completely free trip. In this context, AIRE proposes the following change to the paragraph:

“The person accompanying the disabled passenger purchases the ticket at a reduced price, which includes applicable taxes and airport charges”. Additionally, according to Article 3.3 of Regulation 261/2004, if the accompanying person travels for free, they would not be covered by this Regulation: *"This Regulation shall not apply to passengers traveling free of charge or at a reduced fare not available directly or indirectly to the public."*

- **AIRE strongly disagrees with the liability placed on air carriers for "dog damage," replacement costs, or injuries (art. 16.1).** While the intention behind this may be positive, AIRE believes there is a risk of these regulations being grossly overinterpreted, leaving carriers with no opportunity for a proper defence, as they cannot predict the condition of an animal prior to transport. Furthermore, AIRE notes the lack of uniformity in the definition of an assistance dog. There is a need to introduce a uniform EU certification for assistance dogs.

For similar reasons, **AIRE also disagrees with the requirement to cover the costs for temporary replacement of equipment for disabled passengers**, including liability for loss, damage, injury, and immediate compensation (*art. 16.1*) Regarding liability, AIRE recalls that these issues are regulated by the Montreal Convention. In 1997, the EU adopted Regulation (EC) No 2027/97 (on air carrier liability in the event of accidents) imposing unlimited liability on EU air carriers in the event of the death or injury of a passenger. Regulation (EC) No 889/2002 amends Regulation (EC) No 2027/97 and makes the Montreal Convention rules applicable to all flights - domestic as well as international - operated by EU air carriers. The current proposal does not indicate a liability limit and is contrary to current legal requirements for air carriers.

- **AIRE strongly disagrees with the fact that Member States may establish some penalties for violations of this Regulation to ensure its enforcement**, since it may lead to unequal treatment within individual countries (*art. 25*). AIRE believes that penalties are unnecessary, as passengers have the freedom to choose alternative carriers. Therefore, underperforming air carriers would naturally face consequences without the need for additional penalties.

The approval of the proposal for a regulation on passenger rights in the context of multimodal journeys is of utmost importance to AIRE. We consider that by making thoughtful amendments, the regulation can be better aligned with the practical realities of the aviation and transport industries, ensuring that it delivers on its promises of passenger protection without causing unnecessary disruptions.

AIRE looks forward to engaging in constructive discussions regarding the regulation's provisions and ensuring that its implementation aligns with the operational realities of the aviation industry.