



Claim Number CCT 226/13/GB

Christian Ingram

vs

Air Malta plc

Today 27th November 2013

The Tribunal

After taking into consideration the claim in the above-cited names presented on the 8th October 2013, whereby the applicant asked for a refund in the amount of three thousand six hundred Euro (€3,600.00), in representation of the amount which he paid the defendant company for a flight from Malta to Manchester for nine passengers, which flight was cancelled without any prior warning.

The respondent company presented a reply in writing to the claim at hand, and attended the sitting.

That after having heard the testimony on oath of the applicant, who testified in person, and after having heard the testimony on oath of the respondent company, and after having taken into consideration all the facts and circumstances pertaining to the case;

Considered the following:

The applicant submitted in writing that:-

He had attempted a web check-in the night before at the hotel, but the service was unavailable. They arrived at the airport at 3:45pm on the 24th August 2012, to board flight KM146 to Manchester, but no check-in desk was open. People were queuing up to get information as to what was going on. They were advised that the flight was still scheduled to Manchester but was delayed. Another passenger found out via the internet that their flight had not even left the UK. The staff were very unhelpful and just told them to keep checking the board – they did not have any information for them at all.

No food or drinks were offered. Eventually at approximately 8:00pm, they were told that the flight was cancelled until 2:00pm the following day. The staff confirmed that coaches would arrive to take them all to hotels for the night.

They arrived at approximately 10:00pm at the hotel. The following day they arrived at the airport to find that their flight had been delayed again by another forty minutes.

At no point were they offered any explanation or apology.

The applicant exhibited copies of the electronic tickets of the nine passengers included in his claim.

The respondent company submitted in writing that:-

Air Malta plc refuses the claimant's claim as completely unfounded in fact and at law for the following reasons:

1. Air Malta Flight KM0146 of the 24th August 2012 was cancelled due to industrial action taken by Air Malta pilots;
2. Air Malta provided to all passengers affected by the cancellation of Flight KM0146 of the 24th August 2012 all the care and assistance in accordance with REGULATION (EC) No 261/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights;
3. Air Malta offered to all passengers affected by the cancellation of Flight KM0146 of the 24th August 2012, including the claimant, free of any charge or cost, hotel accomodation, breakfast and dinner, and transfers from/to airport/hotel;
4. Air Malta took all measures necessary to minimise the inconvenience caused to all passengers affected by the cancellation;
5. In accordance with Article 5(3) of REGUALTION (EC) No 261/2004, the carrier shall not be obliged to pay monetary compensation in accordance with Article 7 of the said Regualtion if the cancellation of the flight is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken;
6. The preamble to REGULATION (EC) No 261/2004 – at para. 14 – is clear that strikes affecting the operation of an operating air carrier is deemed an extraordinary circumstance;

7. Without prejudice to the above, claimant is claiming, in his own name and on his own behalf, the amount of €3600 without supporting and proving his claim, and without explaining what the amount being claimed actually represents.

Without prejudice to any other pleas allowed by law.

With costs.

The Tribunal notes that:-

After hearing the parties, the Tribunal takes into consideration that in his testimony under oath, the claimant confirmed his written claim.

The claimant exhibited documents, which were marked as Dok.CI1, Dok.CI2, Dok.CI3 and Dok.CI4.

The Tribunal also takes into consideration, that the respondent company confirmed its written reply whilst testifying under oath.

The respondent company exhibited a note of submissions together with attached documents, which was marked as Dok.AM1.

For the above reasons:

The Tribunal, after taking into consideration all of the above, begins by observing that the applicant had the legal right to claim the amount of two thousand Euro (€2,000.00) and not the amount of three thousand six hundred Euro (€3,600.00) as claimed, due to the fact that said applicant had only paid the flights of five (5) of the listed persons. The Tribunal, with reference to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 concludes, that the respondent company abided by the conditions as stipulated therein, whereby accommodation and transport were concerned. The respondent company, however, failed to "*inform passengers of cancellations before the scheduled time of departure*". The Tribunal is thus accepting in part the claim as made by the applicant, and ordering the respondent company to pay the applicant the sum of five hundred Euro (€500.00), with the expenses of the case to be borne in equal parts by the parties.



Avv. Gabrielle Buttigieg
Arbiter