

# IALPA (Pilot) Potential Industrial Action & Aer Lingus

## Background

Talks between Aer Lingus management and Irish Air Line Pilots' Association (IALPA) ended on 13<sup>th</sup> June 2024 without agreement. Further to the recent ballot by the IALPA members, they have announced their intention to strike over the coming months. This is being widely covered across all the main media outlets who are reporting that this action could impact tens of thousands of Aer Lingus passengers, including holidaymakers. At this time, there is no impact to Aer Lingus schedules. Any industrial action would require at least 7 days' notice to the airline and its customers. The airline has asked the Irish Air Line Pilots' Association (IALPA) to give it at least 15 days' notice of any action so it can help affected passengers.

Customers may have entitlements arising from a flight disruption under EU Regulation 261/2004.

Aer Lingus will keep customers updated on developments on their website and will alert customers directly should there be any change to this situation. Further information is available on: <https://www.aerlingus.com/support/disrupted-flights/latest-travel-updates/>

From our perspective as Travel Insurers, all customers must stay in contact with their Airline and/or Tour Operator for advice on the options available to them if they experience a delay or potentially, a cancelled flight.

## Policy Cover

This paper provides general advice only. Agents should refer to each customer's specific coverage level and policy when giving advice. Additionally, customers may not be able to make claims under multiple claim sections, depending on the circumstances of the claim. WHIID underwritten policies cover irrecoverable costs only. Any costs incurred by customers which are recoverable from the public transport operator or for which customers receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, or other assistance is not covered.

Cover where appropriate, will be considered only where the flight or holiday was booked, and the insurance was purchased, prior to June 13, 2024 - the date these strikes were publicly announced. In summary:

- Policies purchased on or after June 13, 2024, will not provide coverage for claims related to this industrial action.
- Policies purchased before June 13, 2024, will be reviewed according to the policy's terms and conditions related to this industrial action.

Please note the following regarding the specific sections in the event that strikes, or industrial action go ahead:

## Cancellation / Curtailment

There is no cover for customers wishing to cancel or curtail their holidays due to their disinclination to travel or due to this strike action. All claims and claim queries must be answered in line with the cover offered under this policy section, which does not include strike as a covered event. As stated above, customers who decide not to travel should first contact their Airline or Tour Operator to inquire about refunds or rescheduling their trip dates.

## Travel Delay / Travel Abandonment

If a customer who is booked on a flight that is delayed for at least 12 hours because of this strike action, then we will pay the applicable delay compensation per insured customer per complete 12-hour period that they are delayed. The amount that we will pay is confirmed within our Schedule of Cover tables in our policy wordings, and this amount is dependent upon the cover level purchased.

If a customer is delayed for at least 12 or 24 hours, as specified in their policy wording, and they choose to abandon their trip, we will pay their claim under our Abandonment section.

Please note under our policies it is a Special Condition that all customers who claim for a Travel Delay or Abandonment, must check in with their Airline / according to their travel itinerary before we can confirm cover.

Please also note if a customer's flight is cancelled before its booked departure, because of this strike, we will not automatically decline this claim. Instead, please consider under the Travel Delay / Abandonment comments above. (only covered for Irrecoverable travel or accommodation costs).

## Non-Operation of flight

This policy covers reasonable additional travel and accommodation expenses incurred to reach the customers booked destination only if a customer's booked flight is cancelled or delayed by more than 12 hours.

If a customer arrives at their international departure point and/or any intermediate departure point en-route on either their outward or return journey and the flight on which they are booked, is not operating and the first available flight offered to them by the Carrier is more than 12 hours later than their original scheduled time of departure, we will reimburse the customer up to the amount shown in the Schedule of Cover for any necessary and unavoidable additional travel and accommodation expenses incurred subject to provision of original receipts, and written evidence from the Carrier confirming the cancellation/non-operation of the original booked flight. The amount we pay depends on the customer's level of coverage as shown in the Schedule of Cover.

There is no cover if a customer's claim arises from a strike or industrial action existing or known of on the date, they purchased this insurance or at the time of booking any trip whichever is later.

Customers may not claim under both this section and claim under Section 11 - Travel Delay/Abandonment.

## Medical Expenses

Normal cover applies.

## Baggage & Baggage Delay

Cover will be provided for any baggage delayed, stolen, lost or damaged during transit throughout the course of a strike subject to the individual terms and conditions of cover.

## Extension of Cover

Under our policies a customer's "Period of Insurance" is automatically extended (free of charge) for the period of delay in the event that a customer's return home is unavoidably delayed due to an event insured under the insurance contract. In this instance therefore, a customer's booked return flight to the UK / ROI must have been delayed for at least 12 hours.

## Cruise Cover

If a customer fails to arrive at the original embarkation point in time to board their booked cruise ship; or they fail to disembark at the original disembarkation location and time to reach their international flight departure point, and the failure is directly caused by strike or industrial action, they are covered for reasonable additional accommodation (room only) and travel expenses incurred to reach the next available embarkation point of their cruise itinerary, up to the amount shown in the Schedule of Cover.

We will not cover claims resulting from strikes or industrial action that were already occurring or publicly announced by the later of the date the customer purchased this insurance or the date they booked their trip. We also do not cover additional expenses when the public transport provider offers reasonable alternative travel options.

Under the European Union (EU) travel regulations, customers are entitled to claim compensation from their carrier if their flight is cancelled or delayed for a specified period. The carrier must offer customers financial compensation. Customers must notify the carrier or travel agent immediately once they know the trip is to be cancelled, to minimise their loss as far as possible. If customers fail to notify the carrier or travel agent immediately it is found necessary to cancel the trip, WHIID liability shall be restricted to the cancellation charges that would have applied had such failure not occurred.

## White Horse Insurance Ireland Dac

**14<sup>th</sup> June 2024**