

**Question for written answer E-002544/2013  
to the Commission**  
Rule 117  
**Corien Wortmann-Kool (PPE)**

Subject: Ryanair's airline tickets booking site

The European Directive (Council Regulation (EC) No 1008/2008, Article 23) contains the following provision: 'Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process and their acceptance by the customer shall be on an "opt-in" basis'. This means that booking sites should be clear and transparent and that optional supplements may not be selected by default.

However, if you want to book a ticket on the airline Ryanair's website, you might not necessarily notice that the travel insurance option is selected by default. This has been the case for months. Ryanair has been offering flights in this way in various countries and in various languages. Customers have only been able to disable this option by choosing their country and selecting the 'Without travel insurance' option. Ryanair has now slightly changed this process, but customers still have to select the 'Travel without insurance' option when choosing their country, at a stage when the drop-down menu is likely to cover the instructions. Therefore, Ryanair is selling its tickets through a complicated 'opt-out' and seems to be acting against European legislation.

Ryanair's booking process is pretty unclear and it is not transparent. Travel insurance is automatically activated when you book an airline ticket and the website does not make it easy for you to find out how to disable this option.

1. Does the Commission believe that this method of providing insurance for air travel is in accordance with Regulation (EG) No 1008/2008, Article 23, which clearly states that optional price supplements should be communicated in a clear, transparent and unambiguous way and that passengers should only accept them on an opt-in basis?
2. If the EU believes that this constitutes a breach, can the Commission then explain why no action is being taken against this by NEBs?
3. Who exactly is responsible for cross-border violations in the event of a violation of Article 23 of the Regulation (EG) No 1008/2008?
4. What does Regulation (EC) No 2006/2004 provide in the event of differences of opinion among NEBs?