Important information and statement of evidence regarding my recent visit to China

From <[redacted]>
To <ipc@mfa.gov.cn>
Date 2024-07-04 02:29

[redacted] Mytrip_Dispute_folio.pdf (~16 MB)

Dear Sir or Madam,

My name is Michael Stanley Jones, date of birth: 17 April 1961; British passport number: [redacted]. I am currently in China on a 30-day tourist visa which ends on 5 July 2024.

[redacted]

The purpose of this email communication is to convey to the government of the PRC documentary information to add detail and support to the serious allegation I had made in part 2 of my letter of 13 June 2024 (re: pp.5-6 of that letter). That allegation was with regard to alleged malfeasance in the management of my flight booking with Xiamen Airlines by the booking agent Mytrip.com.

The following account begins with a preliminary explanation of the circumstances of my two applications for Chinese visas through the Visa Application Service office in Ho Chi Minh City – the first submitted online dated 29 December 2023, the second submitted online dated 22 May 2024.

1. An account of the circumstances surrounding my two applications for a visa for China, in January and May 2024

While in Hong Kong between May and July 2023, I had been ineligible to apply for a Chinese visa as my passport at that time had only a single blank page remaining. I successfully renewed my passport in London during November 2023, and thereafter I travelled via Athens and Rome to Ho Chi Minh City during December 2023, with the intention of applying for a visa for China while in Vietnam.

On 29 December I completed an online application form for a Chinese tourist visa, and attended the Visa Application Service in Ho Chi Minh City on 2 January to submit the application in person. I had not prepared any of the required supporting documents – return flight ticket, proof of hotel bookings, and detailed tour itinerary – in advance of my visit as the task was onerous to me (I am not in the habit of making such predetermined plans for my travel and generally consider it as an essential security measure against organised attempts on my life to avoid doing so). The visa application cannot be submitted in the absence of the supporting documents, and so it was fortunate that there was in attendance at the Chinese Visa Service a Vietnamese agent offering an impromptu service in generating the required documents on my behalf, with essentially counterfeit details, for a fee of VND 500,000. This I gladly paid and was then able to submit my completed application on 2 January. My visa was then granted on 4 January and I was able to collect it the following day. The same day I booked a one-way flexible ticket with the agent Mytrip.com from Ho Chi Minh City to Beijing, travelling by China Southern Airlines on 13 January 2024. On the date of that flight I booked a return ticket from Beijing to Ho Chi Minh City with Xiamen Airlines for 9 February 2024, also through Mytrip, together with a "Cancellation Guarantee" for an additional £13.

I have explained in my letter to the Shanghai Immigration authority of 13 June 2024 why after arriving in Beijing on 13 January I felt it necessary to abort that trip after only 3 days and return to Ho Chi Minh City on 16 January. I had then cancelled my return ticket from Beijing booked for 9 February, and received a refund in the form of a voucher from Mytrip.com. I also explained in that letter how after then travelling to Sri Lanka on 29 January and during my stay there until May this year, I became particularly vulnerable to organised attempts on my life at the behest of affiliated western corporate interests, which were able to exploit my dependence upon access to emergency dental services while in Sri Lanka, by manipulating those services in efforts to administer poison to me by way of dental interventions.

On 10 May 2024 I booked an Air Asia flight back to Ho Chi Minh City departing Colombo that same night, arriving in Ho Chi Minh on 11 May via connection in Kuala Lumpur. Once again I booked the ticket through Mytrip.com, as I was able to use the agent's voucher from my earlier cancelled flight in part payment for the ticket.

I anticipated I would require further dental treatment following the fiasco of my treatment in Sri Lanka, and as I was wary that the evident intensification in attempts on my life through the corruption of dental services in that country would continue to pursue my treatment options also in Vietnam, I resolved to once more apply for a Chinese visa, in order that I might pursue safer treatment options in China.

I completed the online visa application form on 20 May and attended the Chinese Visa Application Service the following day with the printed form, but again without the required supporting documents, anticipating that I would be able once again to make use of the impromptu service provided by the Vietnamese agent, just as I had done on 2 January. The agent however was absent on

this occasion, which meant that I was unable to submit a completed application on 21 May. I could obtain no information from anyone present about the agent's current availability. I resolved to return the next day with the intention of producing overnight a return flight booking to Shanghai, hotel reservations, and detailed tour itinerary in support of my visa application.

On 21 May I booked a return flight ticket from Ho Chi Minh City to Shanghai, once again using the agent Mytrip, with outbound and return dates for the flights of 8 June 2024 and 7 July 2024 respectively, booked with Xiamen Airlines (re: item 01 of the attached folio: *Mytrip_Dispute_folio.pdf*). I also made hotel reservations, payable on arrival, for the 30-day duration of the visa, and scripted a perfectly imaginary tour itinerary for the trip. I noticed that the online form I had completed contained an error, which could not now be amended, and so I completed a fresh application form dated 21 May (reference: SGN3240521AL9400372) re-printed the new form, and attended the visa office once again to submit the application on 22 May.

On this second attendance I noticed that the Vietnamese agent was now present, and providing his regular service to applicants. I regretted having attended when he was absent as I would have preferred to delay making any genuine flight reservation until some date much closer to my intended departure, rather than permit the 18-day interval which now loomed between the date of my purchase and the scheduled departure date. Nevertheless, I submitted my application on 22 May together with my own 'genuine' supporting documents. I was then given the date of 30 May to return to collect my passport and visa.

2. My dispute with Mytrip.com over requested changes to my flight schedule

I had taken the precaution of purchasing a "Flexible Ticket" with Mytrip, for the price of $259.69, so that following my receipt of the visa on 30 May I had the option of bringing forward the dates of my flights. During the booking process, as a feature of the flexible ticket option, there appeared a 'pop-up' window which stated that the booking was eligible for both changes and refunds (there was however no "Cancellation Guarantee" offered during the process, as there had been with my previous booking with Mytrip). The flexible ticket option cost approximately $38 more than the standard ticket option, and permitted changes to the scheduled flight dates (with the same airline) while incurring no additional airline fees except for the difference in ticket price for the rescheduled flights. On Mytrip's website, under *Products and Services: What does the Flexible ticket Service mean?*, it states:

"A Flexible (rebookable) Ticket allows you to change your flight tickets <u>no matter what the airline's rules are</u>. If the price of the new ticket is higher you only pay the difference."

That is to say, the flexible ticket arrangement is a service made available by Mytrip itself, independently of the airline. Therefore, the ticket price of prospective rescheduled flights can only refer to prices offered by Mytrip itself – i.e., those commonly displayed on its website.

On 30 May I searched Mytrip's website for alternative flights with Xiamen Airlines with outbound and return dates of 3 June and 2 July respectively. There were at least 7 different combinations of flights with the airline on those dates, all available for a flexible ticket price of under $290 (i.e., involving a maximum price difference to that of my original booking of around $30). Simultaneously with this search, I made three attempts through Mytrip's online chat facility to request the changes to my scheduled flights.

My first attempt to use the chat facility was aborted arbitrarily by the chat agent before any change was agreed. During my second attempt (made between 06.09-07.11 BST on 30 May), I specified to the agent the details of the requested change in my schedule to those shown in the screenshot made from my concurrent search of Mytrip's website (re: item 03 of the attached folio). As displayed in the screenshot, there were 5 seats available in my requested flights at the time involving a price difference to my original ticket price of $8.55. After specifying these details of my request, the second chat was also then arbitrarily closed by the agent before the change was agreed. I made a third attempt to use the chat facility, but after repeated unreasonable delays by the agent, with no indication of any agreement of my request, I ended the chat myself after 42 minutes in frustration.

As a result of these requests using the chat facility, I received a series of 4 emails from support.us.mytrip.com (re: item 04 of the attached folio) in which the agent declared that my requested flights were not available (although they clearly were, along with numerous others at a comparable price), while offering changes to my flights which would have incurred *additional* charges for the difference in ticket price of between $248.92 and $330.29. These responses were clearly not in line with the terms of the flexible ticket arrangement – for example in its second email to me on 30 May (timed at 07.34 BST – re: pp.2-3 of item 04) Mytrip stated:

"According to the rules set out by the airline it is possible to make changes to your booking with the airline fee of 248.92 USD."

which is inconsistent with its published policy regarding the Flexible Ticket agreement as quoted earlier above (after all, had I purchased *both* the original and rescheduled tickets separately without the flexible option, I could have done so for the combined price of approximately $222 + $227 = $449; while with the flexible option, Mytrip was asking me to pay a *minimum* combined price of $259.69 + $248.92 = $<u>508.61</u>, for a single flexible ticket with amendments).

3. My decision to cancel the booking and request a refund

Mytrip's responses to my requests for a change in my flight schedule were clearly irregular and an abrogation of the terms of its Flexible Ticket agreement. It seemed as though I was being arbitrarily compelled by Mytrip to stick to the dates in my original schedule, i.e., in spite of my possession of a flexible ticket and my desire to change that schedule.

During my searches of Mytrip's website on 30 May 2024 for alternative flights, I had searched for flights combinations with outbound departures on all dates between 2 & 7 June, and generally found there to be a preponderance of flight combinations with Xiamen Airlines on *all* those dates with prices comparable to those of my original booking. Following my repeated requests on 30 May for a change in my schedule and following Mytrip's refusal to agree that change in accordance with its published policy, on 31 May I repeated my searches of the previous day. In stark contrast with those of 30 May, searches conducted on 31 May now showed an almost complete absence of alternative flights with Xiamen Airlines with departure dates of 2, 3, 4, 6, & 7 June – only those of 5 June showed availability of flights with Xiamen. It was unthinkable that all of the flights shown on 30 May as available with Xiamen Airlines on the quoted dates had suddenly become unavailable overnight.

I saved the results of my searches made on 31 May as printed PDF files, but the size of the files limits what is possible to include in this submission as email attachments. Items 07-08 in the attached *Mytrip_Dispute_folio.pdf* show the results of searches made on 31 May for outbound departure dates of 2 & 3 June (the return dates are 30 days hence in each case). The searches made for departure dates of 4, 5, 6, & 7 June I shall attach to a follow-up email to this one (as *Mytrip_Dispute_folio(2).pdf*), with the addition of one made for the departure date of 8 June (the date of my original booking) for comparison (unfortunately, the pdf print process has removed the names of the airlines from the flight entries in all these files – only the airlines' logos remain as identification).

On 1 June I decided to cancel my flight booking altogether and request a refund. I made two telephone calls to Mytrip's Customer Service number (+17864058511), on 1 and 2 June, to enquire about a refund for the original cost of my booking, explaining that the reason for my request was Mytrip's refusal to honour the terms of its flexibility agreement. The responses to my telephone calls were that my ticket was "non-refundable", with advice referring me to take up my request with the airline. The response to my enquiry with the airline was predictably that, as the booking had not been made directly with the airline, that any refund request could only be handled by the agent itself. The progress of my refund request, as well as Mytrip's handling of my original request for changes in my schedule, are expressed in greater detail in my subsequent complaint sent to Mytrip by email on 16 June 2024 (re: pp.1-4 of item 02 of the attached folio).

It was during my first call to Mytrip on 1 June that I was referred to the airline to pursue my refund request. This involved the call handler communicating to me the airline's own booking reference for the flights, which does not appear on my ticket. In response to my personal details, she first quoted to me the letters: "KG7EUI" as the airline reference for the booking. However, she then corrected these details with an alternative reference: "PGKPWH", but without explaining the initial 'incorrect' reference. It was the second reference that I gave to the airline when I phoned them on 2 June and which did correspond to my booking. The airline appropriately referred me back to the agent over the refund request, resulting in my second call to Mytrip, but during which I found it impossible to reason with the call handler over the justification for a refund in view of the grounds of that request – I was basically 'gaslighted' throughout the call over the 'non-refundability' of my ticket, despite that advice being in conflict with both Mytrip's and the airline's terms and conditions, as well as the assurance I had received during the booking process itself.

With reference to the allegation made in my letter to the Shanghai Immigration authority of 13 June 2024 (re: p.6 of that letter), having successfully cancelled my flight booking on 3 June 2024 (re: item 06 of the folio), for implicit security reasons I then made alternative arrangements to travel overland from Ho Chi Minh City to China, crossing the border to China from northeast Vietnam on 6 June.

I received two responses from Mytrip to my complaint email sent on 16 June (re: pp.4-5 of item 02 in the folio) – the first its auto-response email requesting my consent for Mytrip to process my personal data, failing which Mytrip would have deleted my complaint email; followed by its written response of 17 June, the active content of which is a blank restatement of its previous responses by phone and by email to my requests for a refund – that the airline's rules make passengers ineligible for a refund in the case of [voluntary] cancellation. As already pointed out in my complaint this statement is simply untrue with reference to s.3.5.3 of Mytrip's Terms & Conditions in combination with s.1.2.10.1.1 of Xiamen Airline's Terms & Conditions; but anyway the response misses the point of my complaint entirely (as expressed in its final paragraph on p.4 of item 02) that Mytrip had failed to provide me with a flexible ticket in the terms in which its publicity defines that agreement, and hence that the goods as described in the booking process have not been received by myself. Following my receipt of Mytrip's written response I was then enabled to open a dispute with my bank for recovery of the funds, which is now in process.

Yours faithfully,

Michael S. Jones

[redacted]

To follow: *Mytrip_Dispute_folio(2).pdf* (5 items)