Gmail

M Jones <[redacted]@gmail.com>

Formal Complaint regarding Mytrip's servicing of my return air ticket from Ho Chi Minh City to Shanghai, with order number: 1019-119-342

4 messages

Michael Jones <[redacted]@gmail.com> 16 June 2024 at 11:05
To: customerservice@mytrip.support

Dear Sir or Madam,

I write in order to submit this formal complaint regarding Mytrip's servicing of my air ticket with the above reference number. This complaint relates to events between 2024/05/30 and 2024/06/03, involving my interactions with Mytrip either by phone or through its Chat facility in my attempts to reschedule the dates of the flights in my original booking (please bear in mind that the quoted date and timestamps in the following all relate to times in BST, which is EDT+05.00).

On 2024/05/21 I purchased a return flight ticket from Ho Chi Minh City to Shanghai through Mytrip's website. I purchased a "Flexible Ticket" for the price of USD 259.69; with outbound and return dates for the flights of 2024/06/08 and 2024/07/07 respectively, booked with Xiamen Airlines (ref: OFFANZ) . 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. The Flexible Ticket option cost approximately USD 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 no matter what the airline's rules are. 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.

Due to unforeseen changes in my circumstances after my original booking I needed to change the scheduled dates of my flights to those of outbound and return flights on 2024/06/03 and 2024/07/02 respectively. On 2024/05/30 I searched Mytrip's website for alternative flights with Xiamen Airlines on those dates. There were at least 7 different combinations of flights with Xiamen Airlines on those dates, all available for a flexible ticket price of under USD 290 (i.e., involving a maximum price difference to that of my original booking of around USD 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 2024/05/30), I specified to the agent the details of my requested change in my schedule to the following flights:

OUTBOUND: 2024/06/03: MF842 SGN to XMN 08.00-11.55; with connection: MF8545 XMN to SHA 19.00-20.50.
RETURN: 2024/07/02: MF8518 SHA to XMN 08.10-09.55; with connection: MF841 XMN to SGN 19.45-22.00.

The flights appear in the attached screenshot from Mytrip's website (*Screenshot 2024-05-30 070840.png*), taken from a search conducted during the chat itself, and which shows that this flight combination was available on Mytrip's website (with 5 seats available) for a flexible ticket price of USD 268.24, involving a difference in ticket price to that I had originally paid of USD 8.55 (note that the date & time of creation/modification of this screenshot is 07.08.44 on 2024/05/30 – timed before the end of the second

chat). After specifying these details of my requested change the second chat was also then arbitrarily closed by the agent before the change was agreed.

At 06.42 on 2024/05/30 (i.e., during the period of the second chat) I received an email from support.us.mytrip.com (re: pp.1-2 of the attached file: *Mytrip_emails_30.5.24.pdf*) in which the agent offered a change to my requested dates (not for the specific flights I had requested), but which would have incurred a total charge for the rebooking of USD 330.29. The email states:

"The airline permits changes with the price difference of 330.29 USD per person."

As this is the price *difference*, this can only be interpreted as an *additional* charge of USD 330.29 to my original purchase price for the ticket of USD 259.69, making the total charge for my rebooked flights USD 589.98. The sentence quoted from the email is inconsistent with the terms of the Flexible Ticket arrangement as quoted earlier above from Mytrip's website, which states that such changes are permitted "no matter what the airline's rules are". As my requested changes should, according to the terms of the Flexible Ticket agreement, have been available regardless of airline rules and without any further charge from the airline, there was no reason for Mytrip not to have agreed the specific changes I had requested, and which were clearly available on Mytrip's website with a price difference of only USD 8.55.

Before noticing the email from support.us.mytrip.com timed at 06.42 BST, I made a third attempt use the chat facility to reiterate my request for a change to the flights already specified above, which were still available on Mytrip's website for the flexible ticket price of USD 268.24 (with 5 seats still available). As reported earlier, there were also numerous other flight combinations available for a comparable price. The third chat was timed between 07.13-07.55 on 2024/05/30. The chat was beset (as with the two previous chats) by repeated unreasonable delays by the agent, with no indication of any agreement of my request, and so I ended the chat myself after 42 minutes in frustration at this waste of my time (both previous chats had been aborted arbitrarily by the agent following repeated delays in its response).

I then noticed the email from support.us.mytrip.com timed at 06.42 BST, as well as a subsequent email timed at 07.34 (i.e., sent during the period of the third chat – re: pp.2-3 of: *Mytrip_emails_30.5.24.pdf*). Again, in abrogation of the terms of the flexible ticket agreement, the email timed 07.34 states:

"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."

Although the price for the change is somewhat lower than that quoted in the previous email, it still implied a combined price for my rescheduled ticket of USD 259.69 + 248.92 = USD 508.61; that is, in comparison to the change I had requested, which, had Mytrip observed correctly the terms of its flexible ticket agreement, should have been available to me for the combined price of USD 259.69 + 8.55 = USD 268.24.

The price I was being asked to pay for this change (at variance from the specific change I had requested) was therefore clearly extortionate. To highlight this, suppose that I had purchased my original ticket without the flexibility option for the offered Standard Ticket price of approximately USD 222. Being unable to travel on those dates and being ineligible make changes to the booking, I might then (on 2024/05/30) have purchased the replacement ticket, in addition to my original booking, for the standard ticket price for those requested flights of USD 227.32 (re: the attached screenshot), making my total expense for both bookings approximately USD 449, that is, around USD 60 less than the *minimum* combined price being offered by the agent for my rescheduled single ticket under the Flexible Ticket agreement. This clearly makes a mockery of the Flexible Ticket arrangement, and reveals that arrangement, in this exposed manifestation of it, to be nothing more than a scam, designed to extort unwarranted and unnecessary expense from myself as the customer.

My Request for a Refund

In my frustration over Mytrip's abrogation of both the terms and the spirit of its Flexible Ticket agreement, and the appalling service received at the hands of its chat agents, as I was unable to afford

the rebooking charges I resolved on 2024/06/01 to cancel my booking with the agent entirely and to make alternative arrangements for my travel. I made two telephone calls to its Customer Service number, on 2024/06/01 and 2024/06/02, 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. As a reminder, I had been assured by a 'pop-up' notice during the original booking process that my booking under the flexibility option was eligible for both changes and refunds. The responses to my telephone calls however were that my ticket was "non-refundable", with advice referring me to take up my request with the airline. The response to my enquiries 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.

S. 3.5.3 of Mytrip's Terms & Conditions states that in the case of voluntary cancellations by the customer, Mytrip offers to handle any refund request with the airline provided that the conditions of the airline permit such a cancellation refund (this clearly contradicts the advice given me twice by Mytrip's Customer Service on 1 & 2 June).

With relevance to the above provision in Mytrip's Terms & Conditions, S. 1.2.10.1.1 of Xiamen Airline's Terms & Conditions states that:

"[W]here a passenger requests a voluntary change in his arrangements, a refund for an unused Xiamen Airlines ticket or portion thereof shall be made by Xiamen Airlines in accordance with relevant provisions."

Therefore, had Mytrip observed its own Terms & Conditions in response to my refund request, there was nothing to prevent Mytrip from handling my refund request with the airline, i.e., in accordance with its relevant provisions (anticipated to be an appropriate fee levied by the airline).

Having researched Mytrip's and Xiamen Airline's Terms & Conditions, on 2024/06/02 I engaged in a further chat request on Mytrip's website timed between 03.17-04.03 BST, to request a cancellation of my original booking and request a refund. A transcript of this chat was later supplied to me in an email from support.us.mytrip.com (re: pp.3-5 of the attached file: *Mytrip_email-1_3.6.24.pdf*).

In the transcript, the agent's first response to my cancellation (and refund) request is that such a request is possible subject to an airline fee of USD 80 (this would seem to be in line with the terms & conditions referenced above). Before reading that response, I had left the chat asking that a response and confirmation of the cancellation be sent to me by email. These were not received, hence it required a further chat engagement between 08.35-08.54 BST to insist that a confirmation of the cancellation and transcript of the earlier chat be sent to me by email. Both were then received between 08.51 and 08.53 BST as shown in the attached items: *Mytrip_email-1_3.6.24.pdf* & *Mytrip_email-2_3.6.24.pdf*.

After then reading the transcript I became aware of the agent's first response as described above, as well as the agent's subsequent apology in what appears as a secondary revision of that response, in which the agent now declares that the ticket is "nun refundable" (sic) (re: p.5 of *Mytrip_email-1_3.6.24.pdf*). But why? What about this particular ticket made it an exception to the terms & conditions referenced above, as well as to the usual expectations as expressed in the agent's initial response? That exceptionality is nowhere explained, and was even precluded by the assurance provided during the original booking process that this flexible ticket was eligible for both changes and refunds.

The final email received from Mytrip confirming my requested cancellation (*Mytrip_email-2_3.6.24.pdf*) states, in its third paragraph:

"As always, we are required to follow the airline's rules for your booking. According to these policies, passengers are ineligible for a refund in cases of cancellation."

But this is simply an abrogation of both Mytrip's and the airline's Terms & Conditions as referenced above. Importantly, what all of these responses to my refund request fail to acknowledge are the grounds of that request itself. Those grounds (as laid out in detail in the first part of this complaint) were not simply that my cancellation of the booking was due to a change in my requirements that rendered the original booking unsuitable for me, but that Mytrip had refused to honour the terms and the spirit of

its Flexible Ticket agreement, and instead had used that agreement as a scam, in order to extort unwarranted and unnecessary expense from me. As I was unable to afford the options being offered to me under the supposed flexible ticket arrangement, I was compelled to cancel my booking and make alternative arrangements. Hence, this was not a 'voluntary' cancellation in the usual sense of the word, as it was a direct consequence of Mytrip's perverse and unreasonable handling of my request to reschedule my flight dates.

In response to my ticket purchase of 2024/05/21, Mytrip has not made an amendable ticket available to me in accordance with the terms described in its publicity or as described during the booking process. That is, I have not received the goods as described, and am therefore due a refund for the full amount paid on 2024/05/21. I demand therefore a refund from Mytrip for the amount of USD 259.69, to be made as a cash refund direct to my debit card account. I will not accept any refund in the form of a credit note or voucher to be used against future purchases with Mytrip.

Yours faithfully,
Michael Jones
[redacted]@gmail.com

4 attachments

Screenshot 2024-05-30 070840.png
99K

Mytrip_emails_30.5.24.pdf
143K

Mytrip_email-1_3.6.24.pdf
118K

Mytrip_email-2_3.6.24.pdf
72K

Customer Service <customerservice@mytrip.support> 16 June 2024 at 11:05
Reply-To: customerservice@mytrip.support
To: Michael Jones <[redacted]@gmail.com>

Hi,

Thank you for your email. Due to European data protection legislation, we require your consent to process any special categories of personal data (for example information concerning your health) before answering your request. You can provide your consent by responding this email.

When/if you respond to this email, you agree to the following:

I provide consent for the processing of my personal data. If the information I have provided contain any so called special categories of personal data (for example information concerning my health), I hereby consent to the handling of such data (including the necessary sharing with other parties to fulfill my request). I can read more about the personal data handling and on how to withdraw my consent here.

If you do not provide us with your consent, we will unfortunately not be able to handle your request but your email will be deleted automatically. This is an automatic response.

Please note that you can also contact us via the online contact forms for customer support, Click here.

Michael Jones <[redacted]@gmail.com> 16 June 2024 at 11:13
To: customerservice@mytrip.support

Dear Sir or Madam,

In response to your auto-reply to my email with today's date, I hereby give my consent for Mytrip's processing of my personal data as detailed in your auto-response.

Michael Jones
[redacted]@gmail.com
[Quoted text hidden]

Customer Service <customerservice@mytrip.support> 17 June 2024 at 07:37
Reply-To: customerservice@mytrip.support
To: Michael Jones <[redacted]@gmail.com>

Hi Michael,

Thank you for your email.

We apologize for the inconvenience caused to you.

As agreed, we were canceled the booking under OFFANZ / the tickets for Michael Jones.

As always, we are required to follow the airline's rules for your booking. According to these policies, passengers are ineligible for a refund in cases of cancellation.

We would like to inform you that if you would like compensation, for example, in the event of lost/damage or delayed baggage, delays or other disruptions that are down to the airline, please direct these request to the airline directly. Your airline reference number is PGKPWH.

They will be able to advise you how to proceed to receive Compensation, if applicable.

As a travel agent, we are not responsible for events and incidents that are to do with air travel itself.

If you have any other query please contact us again we will be glad to assist you.

We appreciate your patience and cooperation in the challenging time.

Kind regards,
Gautam K