Must-Opt Imperatives and Other Stories Make Passengers of Low Cost Carriers' Feel Put-upon: User Perceptions of Compliance with EU Legislation

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1 Introduction

It is reasonable to expect Web technologies to be employed in a manner that enhances the user experience, allowing them to engage in a satisfying and productive interaction. Yet, all is not well with this expectation. To encourage the purchase of optional ancillary services, some low cost carriers (LCCs) are using a new approach of forced choice, which is referred to in this paper as a 'must-opt' selection. Although this approach is clever in persuading consumers to avail of ancillary services, it contravenes European legislation that governs airline ticket sales and is designed to protect consumers from unfair practices. The LCC model, consumer protection regulation, and the 'grey' Web practices of the 'must-opt' are outlined before exploring users' perceptions of two LCCs' compliance with the relevant European legislation.

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2 LCCs' Influence and Ancillary Revenues

Succinctly described, the LCC model offers 'no-frills passenger service within a point-to-point network of short and medium-haul routes that serve secondary airports, using a highly productive homogenous fleet' [1]. The model is designed to have a competitive cost advantage over full service carriers (FSCs) by reducing unit costs while simultaneously increasing output and productivity [2].

An LCC entering a market results in a significant decrease in airfares, a notable increase in passenger volumes and an expansion of the catchment area [2, 3]. Consequently, the LCCs' impact on the airline industry has been profound; they have altered the industry structure and shifted the basis for competition, efficiency and consumers' expectations [4–7].

LCCs have garnered higher market shares on many domestic and intra-European routes [8]. To compete effectively, some European FSCs have created low-cost subsidiaries (e.g., KLM's Transavia, Lufthansa's Germanwings, and SAS's Snowflakes). Even those FSCs without low-cost subsidiaries have adopted certain LCC management practices, such as increasing plane and crew utilisation, eliminating business class, and introducing paid ancillaries.

'Once largely limited to low fare airlines, ancillary revenue is now a priority for many airlines worldwide' [9]. Among the airlines currently accruing the highest levels of ancillary profits are global FSCs (e.g., United, Delta, American, Qantas, Air France and Korean Air) [9]. Baggage fees were once the largest single source of ancillary revenue [10, 11]. Now, various ancillary services (e.g., priority boarding, meals, and seat selection), co-branded credit cards, and third party vendor commissions (i.e., insurance, car and hotel bookings) contribute significantly to airline profitability. Unbundling services boosts profit margins, whereby, 'the most aggressive airlines generate more than 20% of their revenue' through the sale of ancillary services [9]. In 2015, ancillary revenues accounted for 25% of Ryanair's total revenue [12] and 13% of Aer Lingus's total revenue [13]. Global ancillary revenue in the airline industry has more than doubled from $22.6 billion in 2010 to $59.2 billion in 2015 [11, 14].

3 Opt-In, Opt-Out or Must-Opt

The LCCs' adoption of technology, in areas such as electronic ticketing and dynamic pricing, has become essential in offering consumers efficient flight options. Despite these advances, a number of LCCs use their information systems in a conflicting manner, especially when selling ancillary services. The Websites smoothly engage and facilitate customers through the self-service process to commit users to purchase tickets. However, once users move beyond the 'committal' point (i.e., after selecting where and when to travel and receiving an initial

quote) and ancillary services are introduced, the Websites appear more opaque. Research on this phenomenon has found significant disquiet amongst users [15].

Ancillary services are normally offered as optional through some type of opt-in or opt-out mechanism. EU regulation 1008/2008 requires optional extras to be accepted by the consumer on an opt-in basis only [16]. Yet, the legislation does not define what is meant by the term 'opt-in'. The definitions of opt-in and opt-out vary depending on the source. According to the Oxford English Dictionary (OED) [17], the term opt-in means, 'to choose to participate in something', whereas opt-out means 'to choose not to participate in something.' According to Wiktionary [18], opt-in means 'Of a selection, the property of having to choose explicitly to join or permit something; a decision having the default option being exclusion or avoidance.' Whereas, opt-out means 'Of a selection, the property of having to choose explicitly to avoid or forbid something; a decision having the default option being inclusion or permission.' However, the airlines are using a new approach, referred to in this paper as a 'must-opt' selection. This format requires users to explicitly accept or reject the service before continuing with the interaction.

Based on the OED definition, the airlines' must-opt options are both opt-in and opt-out, as the user must choose explicitly whether to participate [17]. Yet, based on the second part of the Wicktionary definition, the must-opt is neither opt-in nor opt-out, as the default option is to prevent the user from continuing until they choose to accept or refuse the option [18]. The airlines are following the OED's definition of opt-in for their optional extras, except they also conform to its definition of opt-out. Airlines would presumably argue, as they comply with the definition of opt-in, they comply with the legislation.

While little research examines the effect of opt-in versus opt-out in retail sales, research in other fields demonstrate their impact on users' decisions. Johnson and Goldstein's study [19] suggest changing the default option for organ donation to opt-out increased organ donation. Madrian and Shea [20] find people are more likely to proceed with the default option, due to inertia and a belief the selected option is recommended. McKenzie et al. [21] concur with this finding, which suggests airline consumers are more likely to purchase ancillary services if they are presented as an opt-out. Consequently, airlines prefer to use opt-out as the default. As EU regulation prevents this approach, airlines needed another way to increase the likelihood of choosing an option.

The airlines looked to instances where the customer must choose an option before proceeding. This forced choice is generally associated with accepting terms and conditions (e.g., licence agreements for a software installation). Airlines have adapted this forced choice by presenting consumers with a must-opt. While the airlines cannot use the implicit recommendation inherent in an opt-out, some use an explicit recommendation to encourage purchase.

4 EU Regulation

The European Commission co-ordinated the airline ticket selling investigation under the auspices of Consumer Protection Co-operation Regulation, which came into force in 2006 [22]. The report identified the most common unfair practices related to price indications, limited availability of special offers, and contract terms. The Commissioner directed airlines to give the total price, including taxes and booking/credit card fees, in the first advertised price on a Website. Other unfair practices include the mandatory purchase of insurance, or presenting optional services (e.g., insurance, priority boarding, seat selection) as opt-outs.

This report led to the introduction of EU regulations to prevent airlines from pursuing these practices [16]. Failure to comply may result in legal action or

Table 1 Research objective and research questions

Research Objective (RO): to identify user perceptions on whether LCC airlines comply with EU regulations in respect of price transparency and fair B2C commercial practices.		
Source	Provision	Research question
Regulation 1008/2008 Article 23	'The final price to be paid shall at all times be indicated and shall include the applicable air fare or air rate as well as all applicable taxes, and charges, surcharges and fees which are unavoidable and foreseeable at the time of publication'	RQ1: Does the first displayed price include all unavoidable and foreseeable charges? Justification: Since the final price, including charges must be visible at all times; the first price must also include this information
Regulation 1008/2008 Article 23	'The final price to be paid shall at all times be indicated and shall include the applicable air fare or air rate as well as all applicable taxes, and charges, surcharges and fees …'	RQ2: Is the total price clear at all times during the booking process?
Regulation 1008/2008 Article 23	'In addition to the indication of the final price, at least the following shall be specified: (a) air fare or air rate; (b) taxes; (c) airport charges; and (d) other charges, surcharges or fees, such as those related to security or fuel …'	RQ3: Is a detailed breakdown of all price elements specified?
Regulation 1008/2008 Article 23	'Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process'	RQ4: Are all optional extras communicated in a clear, transparent and unambiguous way, at the start of the booking process?
Regulation 1008/2008 Article 23	'… their acceptance (optional prices) by the customer shall be on an 'opt-in' basis'	RQ5: Are all optional extras presented as opt-ins?
Directive 2005/29/EC	Derived from Articles 8 on 'Aggressive commercial practices' and Article 9 on the 'Use of harassment, coercion and undue influence'	RQ6: Do users feel harassed or coerced into choosing optional extras?

closure, as well as being 'named and shamed' for failing to comply with EU law. European legislation governing airline price information is found in Article 23(1) of Regulation 1008/2008 [16] and Articles 5–7 of the Unfair Commercial Practices Directive [23]. The first of these, Article 23(1), applies only to Airlines operating in the EU, whereas the second, Articles 5–7, applies to all business to consumer transactions within the EU [23]. These articles provide specific guidance on acceptable pricing and consumer protection practices in the airline sector and e-commerce generally.

The main research objective was to identify user perceptions on whether LCC airlines comply with EU regulations in respect of price transparency and fair B2C commercial practices [24]. The provisions of the articles relevant to the main research objective are laid out in Table 1, along with the research gap and the articles from the regulations that form the basis for this study's research questions.

5   Research Methodology

Verbal protocols involve a typical user thinking out loud while carrying out representative tasks on a system. As they carry out tasks, the participant explains what they are doing and why [25]. This verbalisation helps the evaluator to understand the user's attitudes towards the system and to identify problematic aspects [26]. A key strength of this technique is showing users what their doing and why, while they are doing it [27].

In this study, verbal protocols were used to determine users' opinions as to whether the airlines comply with EU legislation governing the sale of flights via the Internet. Twenty typical users of LCC Websites participated in a series of verbal protocol evaluations. While carrying out the tasks, the participant was prompted to talk aloud and consider the Website's level of adherence to the legislation. Participants were briefed on the verbal protocol approach and were encouraged to think of the session as a structured discussion, where the LCC websites were being examined, not the participant.

Each participant was shown a summary of the legislation. They were then asked to define what they understood by the term opt-in. As the legislation requires consumers only accept optional extras on an opt-in basis [16], it was important to know participants' understanding of the term. This approach permitted the researcher to remind participants of their definition, if necessary.

The participants were required to find and book a flight for each airline. The order of the airlines was counterbalanced to ensure it would not bias the results. As the participants worked through the tasks, they were reminded of the legislations' requirements. When they encountered prices, optional extras or difficulties, they were asked whether they believed the airline complied with legislation. They were also asked why they believed the airline designed the website as they did. To ensure the prompts did not distort or invalidate the user's dialogue, the prompts were developed in advance and used at appropriate times [28]. The participants

completed a short questionnaire after each airline protocol to collect their opinion on each airline's legislative compliance.

5.1   RQ1: Does the First Displayed Price Include All Unavoidable and Foreseeable Charges?

RQ1: Ryanair The first quoted price on Ryanair's website was highlighted in a banner for the first leg of the journey. For a return journey, the second leg was displayed further down the page. The prices did not include taxes, charges or other unavoidable costs. Below each banner, the flight cost was broken down in a box. When participants were asked whether the first quoted price included all unavoidable and foreseeable charges, the responses fell into three categories: (1) an instant positive response followed by caution: 'Yes, I'm hoping everything is included'; (2) a qualified positive response: 'from Ryanair, I don't know. It looks like it' and (3) an instant negative response because of a priori views about Ryanair: 'No. I'm sceptical of Ryanair'.

Views differed on whether Ryanair complied with legislation requiring the first quoted price to include all unavoidable and foreseeable charges. While the first price in the banner included no additional charges, such as taxes or check-in charges, the box below the banner displayed a price breakdown. Although some respondents needed the box's details pointed out to them, most were happy the total price included all unavoidable and foreseeable charges: '*Yes. It's showing me online check-in, taxes and charges, flight cost*'. Nonetheless, many were still sceptical: '*the first price—No, but the total price—Yes. Except, I've had experience of Ryanair before*'.

Others believed the price did not include all unavoidable and foreseeable charges. Many participants believed the handling charge was unavoidable, even though MasterCard Prepaid did not invoke a charge. As one participant stated: '*the administration charge is technically avoidable. [Ryanair is] compliant but it's sneaky*'. Despite the cynicism, many participants thought Ryanair's price breakdown was clearer than Aer Lingus' price breakdown. Nine participants believed Ryanair was compliant, while eleven did not.

RQ1: Aer Lingus Aer Lingus displayed prices in a similar way to Ryanair. The price for the date selected was presented in a banner with the detailed price displayed below. In contrast to Ryanair, the initial responses to Aer Lingus were more positive, falling into the following categories: (1) an instant positive response followed by a change of mind later in the process: '*Yes. I am going to trust them. From experience, I like them a bit more*' (when this user saw the handling charge added on at a later stage in the process, they said: '*If I hadn't read the footer I'd be surprised. It [the handling charge] is unavoidable.*'; (2) a qualified positive response where having to scroll to see a price inclusive of taxes and charges was considered acceptable: '*Yes, if it's on one screen*', '*It would be better if it were all*

up on top since they know the charges'; and (3) an instant negative response because of a priori views about Aer Lingus: '*The price should [contain all unavoidable charges]. As a regular user, I expect other foreseeable charges. A first time user might have different expectations*'.

As the process continued, no participants believed Aer Lingus was compliant. The handling fee was not added until the third 'total price' was displayed. However, a footnote stated a handling charge would be added, unless the flight originated in the USA or Canada or was paid by Visa Electron. This footnote was in small, light grey text and positioned below the continue button of each page. The text position and pale colour meant many participants did not see the statement: '*I don't think anyone will read the extra information at the bottom of the screen*' and were surprised when it was added at a later stage: '*Handling fee? I thought that was included. It's a surprise*'. Most participants believed the handling fee was unavoidable and should have been included in the initial price. However, some did believe it could be avoided, but were unsure how. The footnote stated there was no handling charge, if the customer paid by Visa Electron. This was not the case, as one participant stated: '*Visa Electron is not removing the handling charge*'. The only way to avoid the handling charge was by booking a flight that originated in the US or Canada. For flights originating in Ireland, the handling fee was unavoidable, but was not included until the third time the 'total price' was displayed.

The participants were more negatively disposed to Ryanair initially. Although, when the booking process was complete, participants were more negatively disposed towards Aer Lingus because of the way it managed the handling charge. Many participants were surprised Ryanair was more compliant than Aer Lingus, particularly given their initial negative disposition towards Ryanair.

The participants believed Aer Lingus displayed the prices in a way to mislead people, as one participant stated: '*to make the price look more attractive than it is*'. Even though this approach resulted in annoyed customers when the 'total price' was revealed, participants believed Aer Lingus used this design deliberately to lure customers further into the booking process. As one participant stated: '*[it is part of] the psychology of presenting the lowest figure. You are committed to the process. They know you have wasted time and probably won't go elsewhere*'. Aer Lingus appears less concerned with customer satisfaction and more concerned with enticing the customer in; as one respondent put it: '*puffery and gimmicky*' on the presumption the customer would continue once they commit sufficient time to the booking process.

5.2 RQ2: Is the Total Price Clear at All Times During the Booking Process?

RQ2: Ryanair This question was asked at several points during the interaction. The initial responses for Ryanair were positive. Some participants were unhappy

the total for each leg was displayed and the user then had to scroll down to see the full total. Once this initial page is passed, Ryanair provide a running total at the side of the screen. Participants were satisfied with this easy-to-read approach.

As the process continued, it became less clear because the customer must first select the number of bags to see the cost. At the payment screen, it became 'fuzzy' because an administration charge is added once the customer selects a payment type other than MasterCard Prepaid, which was not obvious until it was pointed out to participants.

RQ2: Aer Lingus There was a mixture of initial responses for Aer Lingus, with some participants initially believing it was compliant, but changing their mind once the handling fee was added. Others believed it was non-compliant from the beginning as it was necessary to scroll down to see the total price on the first screen. There was significant dissatisfaction with the way the handling fee was administered, with most participants not noticing the statement regarding the fee, which was positioned low on the screen and in grey text. One participant stated the text was greyed '*so that you don't read it*'.

Another irritant was the booking process for two passengers; the price displayed was the total price per passenger until the third time it was presented, when it doubled and the handling charge was added. Most participants believed the original 'total price' was for two people and were shocked when the price doubled. At this point, none believed Aer Lingus complied with the requirement for the total price to be clear throughout the booking process. Most participants believed the price displayed was deliberately confusing to make customers feel committed and conclude the purchase.

5.3   RQ3: Is a Detailed Breakdown of All Price Elements Specified?

RQ3: Ryanair Ryanair was more transparent than Aer Lingus in outlining taxes and charges. They are listed as part of the total and when the user clicks on the Taxes/Fees hyperlink, they are broken down into 'taxes and fees' and 'aviation insurance/PRM levy'. However, most participants believed this approach did not add clarity to their understanding of what the different components were. As one participant stated: 'I have no idea what the PRM levy or the Aviation Insurance is'. While the majority of participants believed Ryanair was non-compliant, they were more concerned a true total for taxes and charges was displayed.

RQ3: Aer Lingus Aer Lingus listed taxes and charges as a hyperlink in the table displaying the price, where additional information about taxes and charges may be found. However, it does not state the charges. One participant stated: '*it's just telling me I have to pay charges*'. Another participant believed Aer Lingus were hiding the charges, stating: '*(they are) trying to blindside you and not disclose what*

charges apply to you', while another believed Aer Lingus was simply being lazy by including details of charges for US flights in the pop-up window.

Although a breakdown was not important to participants, they did want to see a total for all taxes and charges. Aer Lingus not including the handling charge within this total was unexpected and unacceptable to most participants. Many participants initially believed the handling charge was included in the taxes and charges and were surprised when it was added at a later stage. Some participants believed the handling charge was added separately to fool the customer into believing the taxes and charges were less than they were: '*[it is done] so that the taxes and charges don't appear large*'.

5.4 RQ4: Are All Optional Extras Communicated in a Clear, Transparent and Unambiguous Way, at the Start of the Booking Process?

RQ4: Ryanair Unanimously, participants believed neither airline complied with the provision that all optional extras be communicated in a clear, transparent and unambiguous way at the beginning of the booking process. Ryanair's flight selection screen displayed the message '*Optional charges such as administration and checked baggage fees are not included*' beneath the total flight cost. Despite its proximity to the flight cost most did not see the message and found it unhelpful in clarifying specific optional charges. Nine other optional charges or services were not mentioned. A 'detail' link invokes a pop-up window where fees (i.e., not optional extras) were explained. Some participants thought the pop-up acceptable in presenting detail of optional charges and others believed the information value was lost because the content was extensive and superfluous.

RQ4: Aer Lingus With Aer Lingus, no indication other than a handling charge was displayed on the initial selection page, which was difficult to see because it was at the bottom of the screen and greyed out. On the next screen many participants expressed severe annoyance the total flight price had changed with the addition of an unexplained handling fee. Many believed optional extras were introduced incrementally so the price would change gradually and users would be less likely to back out of the process. In this regard, participants believed such design to be deliberate.

5.5 RQ5: Are All Optional Extras Presented as Opt-Ins?

RQ5: Ryanair This question dealt with the 'services' pages and generated enormous confusion, ignominy and anger. Ten decisions on optional extras must be negotiated. Seven of them were 'must-opt' because they forced a choice before

proceeding. The mechanism for enforcing a must-opt is a pop-up error window when the 'Continue' button is pressed detailing the option has not been selected. Barring Terms and Conditions, no indication is given that any must-opt demands an interaction on the part of the user. The remaining three options (i.e., baggage, sport equipment and special assistance) are opt-in and can be by-passed without any required interaction.

Participants were unclear and wary about the nature of options and spent some time reading them to avoid choosing them. Participants were asked what they understood by an opt-in and opt-out selection. Nearly all defined opt-in and opt-out in a way consistent with the definitions in the literature review. There was clarity and satisfaction amongst participants that the bag option was actually opt-in. Priority boarding presents the first must-opt decision point. Five participants believed it was an opt-in decision, but as their comment was queried, they reversed their initial view. More believed it was either opt-out or at least forcing them to make a decision, coming close to the definition that opting-out was explicitly choosing to avoid or forbid something. Others expressed confusion about the exact nature of the interaction with comments like: '*it's making me choose*'; '*it's forcing me to make an option*'; and '*it's making me read through it.*' Participants were uneasy about the design of priority boarding and the predominant view was the option neither complied with the letter nor the spirit of the law.

Travel insurance caused considerable resentment and anger amongst participants. The design is at first curious and ultimately devious. The user is invited to buy travel insurance using neither Yes/No radio buttons nor a check box, but rather a drop down list with the default option to 'Please select a country of residence', a supposition the service has been chosen. Users were drawn to the alphabetically ordered drop down list to look for an avoidance mechanism. About half way down, between Latvia and Lithuania was a 'country' called 'No Travel Insurance Required.' Most did not notice the line beneath the drop down list that informed participants that 'If you do not wish to buy insurance select No Travel Insurance in the drop down menu.' Participants described this feature in trenchant terms, commenting: '*it's buried into the drop down list*'; and '*this should be illegal!*' It drew a torrent of adjectives such as: underhand, sneaky, aggressive, extremely dodgy, tricky and deceptive. Participants wholly agreed the design was intentional and was not legislatively compliant.

Regarding the SMS optional extra, participants were presented with two unchecked radio buttons with no indication it bears a cost. Several participants found this feature useful; none believed the charge appropriate. While it was a must-opt, several believed it was opt-in, some believed it was opt-out and others believed it was neither opt-in nor opt-out. Participants did not express strong emotions on compliance, although more believed it was not compliant.

The approved Ryanair cabin bag elicited substantial emotional reaction. Participants believed it was marketing gimmickry and, at worst, pushy marketing. What annoyed them most was that it delayed the booking process. A few believed it gave the impression it was an official cabin bag.

Regarding sports equipment and special assistance, general comments were benign and participants quickly realised they were genuine opt-in decisions. Ryanair use a must-opt check box for Terms and Conditions, a widely employed convention in transactional activity and for registration purposes.

There was surprise and annoyance when a pop-up page reminded the participant to make selections on the must-opt decisions that were overlooked: '*it is making me read all the options*'; '*[it] didn't say it was compulsory to answer travel insurance*'; '*you should not be forced to decide*.' A further inconvenience for participants was that going back a screen involved re-entering all decisions except the passenger's name. On declining the must-opts and choosing 'Continue' on the main services page, a pop-up must-opt decision for travel insurance appeared. Participants were implored to '*Wait!*' asking if they were prepared to risk not buying travel insurance. Most believed the reminder was pushy and did not conform to an opt-in decision.

The second service page is devoted to selling a Hertz rent-a-car. The first reaction of participants to the first named traveller pre-selected as the main driver and one of three cars highlighted, was it had been chosen. One commented '*Oh my God—it looks like they rented a car for me!*' At this point participants were irritated and exhausted, one wearily commenting there's '*a lot of reading to make sure I don't miss something*.' Participants believed such heavy selling was inappropriate in the middle of the process of booking a flight and that it would be better placed after the flights were reserved. The general view was that it was non-compliant.

RQ5: Aer Lingus Users navigate through four screens that deal with the booking process up to card payment. Fourteen decisions on optional extras must be negotiated. Of these, three are must-opt, one opt-out and the remainder opt-in. Participants defined the concepts of out-in and opt-out consistently with the definitions in the literature review.

Participants agreed the 'flex fare' optional extra (i.e., offering free date changes and lounge access) on the first page was opt-in. Some believed it slightly pushy as it was embedded within the booking process. On the next page the participant encountered another invitation to choose a flex fare for each leg of the journey. It was not immediately obvious to participants that it was the same flex option from the previous screen. Many were irritated they had to consider the option twice. Aer Lingus also used a must-opt check box for Terms and Conditions to confirm they were read.

Participants agreed SMS was opt-in and there were no significant issues. They believed it consistent with their definition at the outset. One reported '*it's opt-in, that's the default. You have to knowingly choose it.*' It was also positively noted by several the SMS price was shown before it was selected. Participants believed the mailing list opt-out option was unclear and 'tricky' since previous optional extras were opt-in. Several expressed dissatisfaction with the way it was designed, immediately beneath the SMS option in lighter grey text, and header-less. Three opt-in options (i.e., frequent flyer, special assistance and voucher submission) followed, that participants easily by-passed, and drew no comment.

Most participants believed baggage was compliant, as it was a clear opt-in decision. However, to see the price participants had to click a drop down list. It was

mentioned this approach was preferable to Ryanair's design, whereby the baggage had to be selected before a price appeared.

Travel insurance was presented in a confusing manner and invoked annoyance amongst participants. The amount appeared pre-selected in a right hand column, but was not included in the total price, further down the page. Two Yes/No options appeared with un-checked radio buttons; thus it was a must-opt. There was disagreement on how to describe the decision. While few believed it was opt-in, participants were fairly evenly split as to whether it was opt-out, neither, or unsure. Many changed their minds during the interaction. The confusion was more exaggerated with Aer Lingus than Ryanair because the cost was pre-selected alongside other charges.

Participants dealt with opt-in lounge access speedily. Parking was presented as a must-opt selection, displayed identically to the travel insurance. Thus, the cost was shown in the right hand side of the page as if it had already been selected. By the time participants dealt with the task of contemplating parking, many were weary. Once again they were required to read text carefully to avoid a charge and confirm they did not want it. Some believed it was presumptuous to ask them about parking. When asked why parking and travel insurance were designed in this way, one participant cynically observed '*they prioritise what they want to sell and then choose different technology [to sell it].*' On compliance, participants were of two views on Aer Lingus's travel insurance and parking options: they either wholly contravened the legislation or were designed to get around it.

5.6   RQ6: Do Users Feel Harassed or Coerced into Choosing Optional Extras?

RQ6: Ryanair Decisions on baggage, SMS, sports equipment and special assistance presented no problems. There were a few concerns over priority boarding, namely the way in which it was phrased and presented. The option to purchase a Ryanair approved cabin bag was more problematic. Participants believed it was inappropriate and described it as pushy and annoying. Some believed there was an element of coercion to ensure their bag would be acceptable to Ryanair. Regarding travel insurance, where the option to avoid insurance was half way down a drop down list, many were annoyed and believed it was unacceptable design; several believed it was deceptive. On declining travel insurance, the pop-up reminder was widely cited by participants as aggressive and coercive. Strong emotions were also evinced on the design and colour choices that suggested danger for declining travel insurance. Participants agreed Ryanair were non-compliant on this question.

Most participants reacted to the Hertz rental page with distaste. Views ranged from pushy but compliant, to aggressive and non-compliant, to extremely aggressive and non-compliant. Comments included: '*a little bit aggressive and harassing at this stage*'; '*this is aggressive selling. It's moving towards coercion. [They] pre-*

selected my name!'; '*[it's] aggressive marketing. It's definitely non-compliant*'; and '*it's pushy, aggressive, in my face.*'

RQ6: Aer Lingus Generally, participants believed Aer Lingus was more compliant than Ryanair. Most believed Aer Lingus's site was not usually harassing or coercive. However, there were areas of concern. The first flex fare was thought acceptable, but when it appeared a second time, most thought it was pushing the boundaries of compliance; '*(it's) pushy. A bit aggressive, borderline compliant*'; '*it's designed to be close to the border of coercive. Still it is pushing it.*' Some believed the must-opts (e.g., insurance and parking) with Aer Lingus were borderline compliant, while others believed they were outright non-compliant. The pre-selected nature of the cost was thought to be pushy: '*they are hoping people will take it. It's a little aggressive*'; '*it's designed to just meet the terms of the legislation.*' Others complained about the must-opt design of these optional extras, one declared: '*it's aggressive. I shouldn't have to tell them I don't want it.*'

6 Discussion and Conclusions

Respondents expressed differing initial views on whether they believed the first quoted price on Ryanair included all unavoidable and foreseeable charges. A few believed optimistically it did; but most had varying degrees of scepticism. After some time spent perusing the screen, participants began to take in more of the breakdown details displayed. Despite the reasonable granularity of taxes and charges, more than half of the participants did not believe Ryanair was in compliance with the legislation requiring the first quoted price to include all unavoidable and foreseeable charges. A positive disposition was expressed towards Aer Lingus in respect of this price compliance; but, as the interaction continued, this predisposition of greater trust evaporated. In summary, Ryanair exceeded users' low expectations and Aer Lingus fell short of matching expectations.

Regarding consistent clarity of the total price, including all charges and selected extras, any early positivity melted away as participants navigated the booking process. Efforts to increase price visibility were negated by tricky navigation and irksome features. Participants seemed unbelieving even when early pages offered some clarity.

Participants were also sceptical as to whether the airlines complied with the EU legislation governing the requirement for the components of taxes and charges to be clear throughout the quote and booking process. The airlines displayed composite taxes and charges, but did not provide a clear and comprehensive breakdown of charges. However, participants displayed little enthusiasm for the minutia of taxes and charges. While neither airline particularly impressed participants, Ryanair communicated greater transparency than Aer Lingus who irritated with murky design features.

No participant believed the airlines complied with the requirement to communicate all optional extras in a clear, transparent and unambiguous way at the

beginning of the booking process. Apparently the airlines ignored this EU legislative obligation [23] governing airlines' price information. Perhaps they do so to maintain the low cost perception as long as possible in the booking process. By delaying the user from realising the true flight cost until late in the interaction, it makes comparisons across airlines more difficult. Therefore users are less likely to quit the process, having invested heavily in time and emotional capital.

The findings are conclusive that all optional extras are not presented as opt-in decisions to users. A key finding in this study is that a novel device, a 'must-opt', has been deployed, perhaps to circumvent the legislation. Must-opt decisions are both opt-in and opt-out and are also neither opt-in nor opt-out. Strictly speaking a user does not need to read opt-in or opt-out decisions, which is most decidedly not the case with a must-opt decision. A user may not proceed to the next screen without making a selection. Users failure to do so means they enter an endless loop until they comply. Hence, users are forced to engage intellectually and mechanically with the Web page. Must-opt decisions apply pressure on users to take seriously the option placed before them. In some cases this approach is justifiable, such as the requirement that users read terms and conditions of a 'contract'. The must-opt is clever; it does not pre-select an option for a user, so ostensibly it is not an opt-out optional extra. More importantly, it does not allow the user to lazily scroll through unwanted services seeking the continue button and an exit from the page. It presents a juncture in the workflow of the transaction where a user must select either service inclusion or exclusion.

At the outset participants were clear about their definition of opt-in. However, this understanding often changed during the verbal protocol session, sometimes shifting towards an acceptance of must-opt as a characteristic of the opt-in process. This uncertainty surrounding users' understanding of choice led to confusion, wariness and frustration. Ryanair presenting the must-opts in a variety of design forms added further confusion. The reason for this design is unclear, but poor systems development practices would be the most innocent explanation. Given LCCs' awareness of certain industry conventions, such as enforcing users to agree terms and conditions have been read, means they appreciate what a must-opt construct is designed to achieve. However, as ancillaries increase their contributions to the airlines' bottom-line, it can be expected airlines will continue to find creative ways to circumvent the legislation's ethos.

Participants' opinions were mixed as to whether the airlines were using harassment or coercion to convince them to purchase optional extras. Most issues arose around the must-opt selections. Participant views ranged from deeming them pushy to harassing and non-compliant. While insurance on both Websites is presented as a must-opt, participants responded more negatively to Ryanair's handling of the option. Re-presenting the option again after users have clearly made a decision questions the merit of their action rather than pointing out something they have overlooked. The offer of parking on Aer Lingus can be seen as similar to the offer of car hire on Ryanair in that both are tangential to the task of booking a flight. However, even though Aer Lingus use the must-opt feature for parking, the reactions of the respondents were not as negative as they were for car hire on Ryanair.

Presumably this reaction is because, although both use a must-opt selection, Aer Lingus present it in a more muted way, as an option in the flow of the purchase; Ryanair presents it as a separate window using bold black and yellow lettering.

This study set out to explore user views on whether two Irish LCCs were acting in good faith in implementing consumer protection legislation, enacted once the European Commission recognised new technologies were used to nudge consumers to behave in ways airlines preferred. While ancillaries have become an essential and growing component of airlines' revenues, it should be expected they are implemented in a way where consumers do not perceive them as a barrier to securing flights. Although regulations specifically recommend optional charges be accepted on an opt-in basis, the airlines in this study may have found a technological by-pass of the regulations—the must-opt construct. This approach and the ambiguity of the definition of opt-in and opt-out decisions allow airlines to exploit the legislation to serve their own ends. The airlines' lack of full compliance with EU legislation suggests forthcoming EEC-Net reports are likely to reiterate the same recommendations. The game of catch-up between regulation and technology continues.

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