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LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject:	Position of the Council at first reading with a view to the adoption of a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air
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REGULATION (EU) 2025/...
OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of ...

amending Regulation (EC) No 261/2004
establishing common rules on compensation and assistance to passengers
in the event of denied boarding and of cancellation or long delay of flights
and Regulation (EC) No 2027/97
on air carrier liability in respect of the carriage of passengers and their baggage by air

(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 100(2) thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national Parliaments,

Having regard to the opinion of the European Economic and Social Committee¹,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure²,

¹ OJ C 327, 12.11.2013, p. 115.

² Position of the European Parliament of 5 February 2014 (OJ C 93, 24.3.2017, p. 336) and position of the Council at first reading of ... (not yet published in the Official Journal).
Position of the European Parliament of ... (not yet published in the Official Journal).

Whereas:

- (1) Regulation (EC) No 261/2004 of the European Parliament and of the Council³ and Council Regulation (EC) No 2027/97⁴ have significantly contributed to protecting the rights of air passengers when their travel plans are disrupted by denied boarding, long delays, cancellations or mishandled baggage.
- (2) A number of shortcomings, revealed during the implementation of the rights under Regulations (EC) No 261/2004 and (EC) No 2027/97, have however prevented the full potential of those rights in terms of passenger protection from being realised. In order to ensure a more effective, efficient and consistent application of air passenger rights across the Union, a series of adjustments to the current legal framework is required. This was underlined in the communication from the Commission of 27 October 2010 entitled ‘EU Citizenship Report 2010 Dismantling the obstacles to EU citizens’ rights’ which announced measures to ensure a set of common rights notably for air passengers and the adequate enforcement of these rights.

³ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1, ELI: <http://data.europa.eu/eli/reg/2004/261/oj>).

⁴ Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air (OJ L 285, 17.10.1997, p. 1, ELI: <http://data.europa.eu/eli/reg/1997/2027/oj>).

- (3) The Study on the current level of protection of air passenger rights in the EU mandated and published by the Commission in 2020 (hereafter ‘the Study’) showed that passengers’ main priority is to be provided with assistance in the event of travel disruption and to be offered rerouting so that they arrive at their destination as soon as possible. The Study showed that the payment of compensation comes third in terms of the passengers’ priorities. On the other hand, the Study also showed that the absolute and relative costs incurred by air carriers through the implementation of Regulation (EC) No 261/2004 have grown significantly since 2011 which could result in a restriction on the number of routes operated or a reduction in connectivity offered by air carriers to passengers in the long term. The revision of Regulation (EC) No 261/2004 should therefore focus particularly on passengers’ rights to assistance and rerouting, while taking into account economic incentives of air carriers and impacts on connectivity.
- (4) Passengers travelling on a flight covered by Public Service Obligations, either at a full or at a reduced fare, should be subject to the same rights under Regulation (EC) No 261/2004.
- (5) In order to increase legal certainty for air carriers and passengers, a definition of the concept of ‘extraordinary circumstances’ is needed, which takes into account the judgment of the Court of Justice in Case C-549/07 (*Friederike Wallentin-Hermann v Alitalia – Linee Aeree Italiane SpA*)⁵ (‘judgment in Case C-549/07’) on the interpretation of Regulation (EC) No 261/2004. The concept of ‘extraordinary circumstances’ should be clarified through non-exhaustive lists of circumstances that constitute extraordinary circumstances or that do not constitute extraordinary circumstances. The Commission should review the list of extraordinary circumstances every three years and propose, as appropriate, to the European Parliament and the Council to update that list.

⁵ Judgment of the Court (Fourth Chamber) of 22 December 2008, *Friederike Wallentin-Hermann v Alitalia – Linee Aeree Italiane SpA*, Case C-549/07, ECLI:EU:C:2008:771.

- (6) In its judgment in Case C-549/07 the Court of Justice held that an unexpected technical problem did not constitute an extraordinary circumstance, except when the unexpected technical problem arose from a hidden manufacturing defect revealed by the manufacturer of the aircraft or by a competent authority, or damage to the aircraft caused by acts of sabotage or terrorism. However, in the light of experience gained and given the overriding importance of ensuring that the rights granted to passengers under this Regulation are not detrimental to safety, in certain conditions technical issues with certain equipment should constitute extraordinary circumstances.
- (7) In its judgment in Joined Cases C-156/22, C-157/22 and C-158/22 (*TAP Portugal v flightright GmbH and Myflyright GmbH*)⁶ on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that an unexpected absence due to illness or even an unexpected death, shortly before the departure of a flight, of a crew member whose presence is essential to its operation did not constitute an extraordinary circumstance. Nonetheless, even though air carriers have the duty to take all reasonable measures to ensure replacement of the pilot, co-pilot or minimum required cabin crew, ensuring compliance with that obligation in practice outside the air carrier's home bases requires considerable time and high financial cost. Therefore, it is appropriate to provide that the unexpected illness or death of a crew member whose presence is essential, for example when it occurs the day before the departure of the flight, outside the home bases of an air carriers should constitute an extraordinary circumstance.

⁶ Judgment of the Court (Third Chamber) of 11 May 2023, *TAP Portugal v flightright GmbH and Myflyright GmbH*, Joined Cases C-156/22 to C-158/22, ECLI:EU:C:2023:393.

- (8) In its judgments in Cases C-28/20 (*Airhelp Ltd v Scandinavian Airlines System Denmark – Norway – Sweden*)⁷, C-195/17 (*Helga Krüsemann and Others v TUIfly GmbH*)⁸, C-613/20 (*CS v Eurowings GmbH*)⁹ and in its order in Case C-287/20 (*EL and CP v Ryanair DAC*)¹⁰ on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that strikes by staff of the air carrier did not constitute extraordinary circumstances. Nonetheless, when a strike occurs, certain demands made by airline staff do not fall within the remit of the air carrier and are outside its control, such as changes to the retirement age or to financial contributions that can only be addressed by public authorities. Therefore, it is appropriate to provide that certain strikes by airline staff should constitute extraordinary circumstances.
- (9) In its judgment in Case C-173/07 (*Emirates Airlines – Direktion für Deutschland v Diether Schenkel*)¹¹ on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that concept of a ‘flight’ within the meaning of Regulation (EC) No 261/2004 was not defined but the Court of Justice interpreted it as consisting essentially of an air transport operation, as a ‘unit’ of such transport, performed by an air carrier which fixes its itinerary. In order to avoid uncertainty and in the light of experience gained, a clear definition of a ‘flight’ should now be provided, as well as the associated notions of a ‘connecting flight’ and a ‘journey’.

⁷ Judgment of the Court (Grand Chamber) of 23 March 2021, *Airhelp Ltd v Scandinavian Airlines System Denmark – Norway – Sweden*, Case C-28/20, ECLI:EU:C:2021:226.

⁸ Judgment of the Court (Third Chamber) of 17 April 2018, *Helga Krüsemann and Others v TUIfly GmbH*, Case C-195/17, ECLI:EU:C:2018:258.

⁹ Judgment of the Court (Ninth Chamber) of 6 October 2021, *CS v Eurowings GmbH*, Case C-613/20, ECLI:EU:C:2021:820.

¹⁰ Order of the Court (Eighth Chamber) of 10 January 2022, *EL and CP v Ryanair DAC*, Case C-287/20, ECLI:EU:C:2022:1.

¹¹ Judgment of the Court (Fourth Chamber) of 10 July 2008, *Emirates Airlines – Direktion für Deutschland v Diether Schenkel*, Case C-173/07, ECLI:EU:C:2008:400.

- (10) In its judgment in Case C-537/17 (*Claudia Wegener v Royal Air Maroc SA*)¹² on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that Regulation (EC) No 261/2004 applied to a part of any flight which was part of one journey, regardless of where the flight took place, including flights fully operated outside the Union. When either the initial point of departure is located in the territory of a Member States to which the Treaties apply, or, when the operating air carrier is a Union operating air carrier, when the final destination of the journey is located in the territory of a Member State to which the Treaties apply, this Regulation should apply.
- (11) The Study has shown varying levels of compliance with Regulation (EC) No 261/2004 by air carriers, with Union air carriers generally showing a higher level of compliance than third country air carriers. Therefore, restoring the level playing field between Union and third country air carriers and improving the economic sustainability of Union air carriers will support Union competitiveness and ultimately improve the protection of passengers overall.
- (12) Article 349 of the Treaty on the Functioning of the European Union recognises the special characteristics of the outermost regions, in particular due to their remoteness. In light of experience gained with Regulation (EC) No 261/2004, it is necessary to ensure territorial connectivity for the outermost regions and enhance cohesion across the Union, which would ultimately benefit passengers. Due to the specific features of journeys between outermost regions and another territory of a Member State to which the Treaties apply, the amount of compensation should be determined on the basis of the actual distance of the journeys.

¹² Judgment of the Court (Eighth Chamber) of 31 May 2018, *Claudia Wegener v Royal Air Maroc SA*, Case C-537/17, ECLI:EU:C:2018:361.

- (13) Tickets are issued or authorised by an operating air carrier following the conclusion of an air transport contract with a passenger. They should be identifiable through a unique ticket number and contain a unique reference related to a single air transport contract issued at the time of booking. They should cover one flight or a connecting flight, without taking into account intermediate stops for technical and operational purposes. They should contain several pieces of information regarding that flight or that connecting flight such as the flight date, airports of departure and arrival, the scheduled times of departure and arrival, the passenger's name, surname, the flight number and the name of the operating air carrier.
- (14) In its judgment in Case C-22/11 (*Finnair Oyj v Timy Lassooy*)¹³ on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that the concept of 'denied boarding' must be interpreted as relating not only to cases where boarding is denied because of overbooking but also to those where boarding is denied on other grounds, such as for operational reasons. Passengers who have presented themselves for boarding and are denied boarding or who have been informed in advance that they would be denied boarding against their will should be reimbursed without undue delay.
- (15) At the same time, there are reasonable grounds to deny passengers boarding, such as health, safety, security or inadequate travel documentation. Air carriers have also reasonable grounds to deny boarding to passengers displaying unruly behaviour threatening the safety or security of a flight, as referred to in the amended Convention on Offences and Certain Other Acts Committed on Board Aircraft signed in Tokyo on 14 September 1963. In those cases, the operating air carrier should bear the burden of proof.

¹³ Judgment of the Court (Third Chamber) of 4 October 2012, *Finnair Oyj v Timy Lassooy*, Case C-22/11, ECLI:EU:C:2012:604.

- (16) In order to improve levels of protection, passengers should not be denied boarding on a return flight on the grounds that they did not take the outbound flight covered by the same air transport contract.
- (17) At present, passengers are sometimes charged punitive administrative fees for the correction of spelling mistakes in their names. Reasonable corrections of booking errors, or administrative changes, should be provided free of charge provided the correction or change sought would not result in a change of time of flight, date, itinerary or passenger.
- (18) In the case of a cancellation, the choice between receiving reimbursement, continuation of travel by rerouting or travel at a later date should be the decision of the passenger and not that of the air carrier.
- (19) Airport managing bodies at airports that handle more than five million passengers per year, and airport essential service providers, in particular air carriers and the suppliers of ground handling services, should cooperate to minimise the impact of multiple flight disruptions on passengers. To this end, airport managing bodies should prepare contingency plans for such occurrences and work together in the development of such plans. At all other airports, the airport managing body should make all reasonable efforts to coordinate and make arrangements with airport users in situations that could lead to a considerable number of passengers being stranded and to keep the stranded passengers informed.

- (20) Regulation (EC) No 261/2004 should explicitly include the right to compensation for passengers experiencing long delays, in accordance with the judgment of the Court of Justice in joined Cases C-402/07 (*Christopher Sturgeon, Gabriel Sturgeon and Alana Sturgeon v Condor Flugdienst GmbH*) and C-432/07 (*Stefan Böck and Cornelia Lepuschitz v Air France SA*)¹⁴ ('judgment in Joined cases C-402/07 and C-432/07'). In accordance with the principle of equal treatment referred to in that judgment, the same rules should apply for reimbursement, rerouting and compensation.
- (21) The judgment in joined Cases C-402/07 and C-432/07 referred to a one-trigger time threshold of three hours for compensation in cases of delay. However, experience gained since the adoption of Regulation (EC) No 261/2004 shows that many delays cannot be resolved within the three hours referred to in that judgment and that a short threshold may increase the number of flight cancellations where air carriers reduce the knock-on effects of delayed flights on the subsequent flights by cancelling one or several flights to reposition the aircraft for a next flight. In most circumstances, the passenger would still prefer a delay over a cancellation because the passenger has more certainty as to the arrival at the relevant destination at the earliest opportunity. On many routes, the frequency of flights is limited, and, in cases of cancellation, the passenger cannot be immediately rerouted. Increasing the time threshold therefore presents an advantage for the passenger.

¹⁴ Judgment of the Court (Fourth Chamber) of 19 November 2009, *Christopher Sturgeon, Gabriel Sturgeon and Alana Sturgeon v Condor Flugdienst GmbH* (C-402/07), and *Stefan Böck and Cornelia Lepuschitz v Air France SA* (C-432/07), Joined Cases C-402/07 and C-432/07, ECLI:EU:C:2009:716.

- (22) With a view to maintaining connectivity, the thresholds above which delays give rise to a right to compensation should be increased to take account of the financial and competitiveness impact on the sector. In this way, it will be possible to avoid incentivising any increase in the frequency of cancellations or restrictions in the number of routes operated or reductions in connectivity offered to passengers in the long term. To ensure that passengers travelling within the Union face homogenous conditions for compensation, the threshold should be the same for all travel within the Union.
- (23) The standardised compensation in Regulation (EC) No 261/2004 serves to compensate for a loss of time which is common to all passengers. The amounts fixed in Regulation (EC) No 261/2004 could, in many cases, go beyond the value of the damage incurred by passengers as established by economic studies. It is therefore appropriate to define different thresholds for compensation according to the distance of the flight disrupted and the delay at arrival.
- (24) In accordance with the Union's efforts to promote climate-neutral and environmentally friendly mobility, it is also appropriate to ensure that regulatory frameworks for passenger rights of transport modes converge to the extent possible and that the compensation provided between different modes of transport is levelled.
- (25) To ensure legal certainty, Regulation (EC) No 261/2004 should explicitly confirm that the changing of flight schedules has a similar impact on passengers to cancellations or delays and should therefore give rise to the same rights.

- (26) Passengers who miss a connecting flight which is part of a journey as a result of a disruption on a previous flight should be properly assisted while waiting for rerouting. In such cases, in accordance with the principle of equal treatment, passengers should be entitled to compensation upon reaching the final destination of their alternative flight or transportation, on a similar basis to passengers experiencing disruptions on direct flights.
- (27) At the time of booking and prior the purchase of the tickets, air carriers, or, where appropriate, the intermediaries, should clearly inform passengers whether their travel plans would be covered by a single air transport contract and of their rights under Regulation (EC) No 261/2004, particularly regarding missed connecting flights.
- (28) In order to enhance passenger protection, it should be clarified that passengers whose flight was delayed should benefit from rights to assistance and compensation irrespective of whether they are waiting in the airport terminal or are already seated on board the aircraft. However, as the latter have no access to the services available in the terminal, their rights should be reinforced with regard to basic needs and with regard to the right to disembark. The right to disembark may only be limited if there are safety, immigration, air traffic control or security-related reasons. If an air carrier is about to disembark passengers but is informed by air traffic control authorities that the flight is authorised to take-off imminently, it should be allowed to decline to disembark passengers.

- (29) Where a passenger has opted for rerouting at the earliest opportunity, the air carrier often makes the rerouting conditional upon the availability of seats on its own services, thereby denying its passengers the option of being rerouted more quickly by alternative services. Therefore, the carrier should also propose other options for rerouting, including to an alternative airport, by a different route, on another carrier's services or on other transport modes where this can speed up rerouting. Alternative rerouting should be dependent upon the availability of seats. If the air carrier has not offered a rerouting and the cumulated waiting time is prolonged by at least three hours, the passenger should have the right to arrange his or her own rerouting in order to reach his or her final destination without further delay. That rerouting should be, subject to certain conditions, at the air carrier's expenses and provided under comparable transport conditions.
- (30) When rerouting passengers, air carriers should seek to ensure that passengers can travel with their baggage, including checked and unchecked baggage. An air carrier should be allowed by the passenger to proceed otherwise if restrictions on baggage transportation could cause further delays to passengers awaiting rerouting, without prejudice to its liability in respect of passengers' baggage governed by Regulation (EC) No 2027/97 and by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, agreed at Montreal on 28 May 1999 ('the Montreal Convention').

- (31) Whether transport conditions are comparable could depend on a number of factors and on the particular circumstances. Where possible and where it does not entail further delay, passengers should not be downgraded to transport services of a lower class compared with the one on the reservation. Rerouting should be offered at no additional cost to the passenger, even if passengers are rerouted with another air carrier or on a different transport mode or in a higher class or at a higher fare than the one paid for the original service. Reasonable efforts should be made to avoid additional connections. When using another air carrier or an alternative mode of transport for rerouting, the total travel time should be as close as reasonably possible to the scheduled travel time of the original flight, in the same class of transport or a higher one if necessary. If several flights are available with comparable timings, passengers having the right to rerouting should accept the offer of rerouting made by the air carrier, including on those air carriers cooperating with the operating air carrier. If assistance for persons with disabilities or persons with reduced mobility was booked for the original flight, such assistance should also be available on the alternative route in accordance with Regulation (EC) No 1107/2006 of the European Parliament and of the Council¹⁵.

¹⁵ Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1, ELI: <http://data.europa.eu/eli/reg/2006/1107/oj>).

- (32) Air carriers should offer assistance to passengers from the scheduled time of departure until the departure of their flight or alternative transportation. Air carriers currently face unlimited liability for the accommodation of their passengers in the case where the extraordinary circumstances persist for a long period of time. This uncertainty linked with the absence of any foreseeable limit in time may risk endangering a carrier's financial stability, with consequential negative effects for passengers in terms of connectivity. An air carrier should therefore be able to limit the provision of accommodation to three nights. Moreover, contingency planning and speedy rerouting should lessen the risk of passengers being stranded for long periods.
- (33) Passengers with specific needs such as persons with disabilities, persons with reduced mobility, unaccompanied children, infants, pregnant women and persons in need of specific medical assistance such as people with severe diabetes or epilepsy, may require specific attention by the operating air carrier. In particular, it may be more difficult to arrange accommodation when flight disruptions occur. Therefore, any limitations on the right to be provided with accommodation in cases of extraordinary circumstances should not apply to these categories of passenger provided they have informed the operating air carrier in due time.
- (34) Regulation (EC) No 261/2004 also applies to passengers who have booked their air transport as part of a package travel. This amending Regulation aims to further improve the coherence between Directive (EU) 2015/2302 of the European Parliament and of the Council¹⁶ and Regulation (EC) No 261/2004. In that regard, passengers should not be allowed to cumulate corresponding rights, in particular under both legal acts.

¹⁶ Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1, ELI: <http://data.europa.eu/eli/dir/2015/2302/oj>).

- (35) The reasons for the current level of delays and cancelled flights in the Union are not attributable solely to air carriers. In order to incentivise all actors in the aviation chain to seek efficient and timely solutions to minimise the inconvenience that delays and cancellations cause to passengers, the right of air carriers to seek redress from any third party which contributed to the event triggering compensation or other obligations should not be restricted by Regulation (EC) No 261/2004.
- (36) In its judgment in Case C-502/18 (*CS and Others v České aerolinie a.s.*)¹⁷ on the interpretation of Regulation (EC) No 261/2004, the Court of Justice held that, in the case of connecting flights, within the scope of that Regulation, any operating air carrier which participated in the performance of at least one of those connecting flights is liable to compensate the passenger under that Regulation whether or not the flight which that air carrier operated was disrupted. Even if Regulation (EC) No 261/2004 provides that operating carriers fulfilling duties under it may seek compensation from any third party, the Study has shown poor effectiveness of the right of redress provided for in that Regulation. As a result, Union air carriers bear a disproportionate financial burden compared to third country air carriers. With a view to restoring Union air carriers' competitiveness in accordance with the recommendations of the report entitled 'Future of European competitiveness' of September 2024 ('Draghi report'), and to maintaining, in the long run, connectivity, the revision of Regulation (EC) No 261/2004 should therefore limit the liability of an air carrier to the flights it operates as operating air carrier.

¹⁷ Judgment of the Court (Ninth Chamber) of 11 July 2019, *CS and Others v České aerolinie a.s.*, Case C-502/18, ECLI:EU:C:2019:604.

- (37) Regulation (EC) No 2111/2005 of the European Parliament and of the Council¹⁸ requires the air carriage contractor to inform the passenger of the identity of the operating air carrier and Council Directive 93/13/EEC¹⁹ requires the seller or supplier to provide information to the consumer on the terms and conditions of the contract. Passengers should be informed in more detail about their rights in cases of flight disruption, and should also be adequately informed about the cause of the disruption itself, as soon as the information becomes available. That information should also be provided where the passenger has acquired the ticket through an intermediary established in the Union. That information should, at a minimum, be provided by the air carrier or the intermediary in an accessible format and, where appropriate, through so-called ‘push’ notifications from mobile applications or by other digital means.
- (38) In order to ensure better enforcement of passenger rights, the national enforcement bodies should monitor the enforcement of Regulation (EC) No 261/ 2004 and decide on appropriate sanctions to incentivise compliance with that Regulation.
- (39) In order to ensure better enforcement of passenger rights, Member States should ensure that consumers have access to mechanisms for an out-of-court resolution of disputes after those consumers have unsuccessfully complained or submitted a request to the air carrier or the intermediary. Those mechanisms should be without prejudice to the right of the Member States to determine whether the participation of the air carriers or intermediaries should be mandatory.

¹⁸ Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ L 344, 27.12.2005, p. 15, ELI: <http://data.europa.eu/eli/reg/2005/2111/oj>).

¹⁹ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29, ELI: <http://data.europa.eu/eli/dir/1993/13/oj>).

- (40) When passengers choose to be reimbursed as opposed to being rerouted, they should be automatically reimbursed, in a timely manner, without an obligation to submit a dedicated request.
- (41) Passengers should be adequately informed by the air carrier or the intermediary about the relevant procedures for submitting requests for compensation and complaints to air carriers or the intermediaries and should receive a reply from the air carriers or the intermediaries within a timely manner. Where the airport managing body activates its airport contingency plan, deadlines for replying could be extended.
- (42) Passengers should also have the option to submit individual disputes to a body or bodies responsible for the out-of-court resolution of disputes following complaints to the air carrier. However, since the right to an effective remedy before a tribunal is a fundamental right recognised in Article 47 of the Charter of Fundamental Rights of the European Union, those measures should neither prevent nor hinder passengers' access to courts.
- (43) In order to enable passengers to exercise their rights regarding requests, complaints and individual disputes, passengers should be able to directly and personally make an application to the air carriers, intermediaries, or the relevant bodies under Regulation (EC) No 261/2004, in a clear and accessible manner.

- (44) Having regard to the United Nations Convention on the Rights of Persons with Disabilities²⁰, and in order to ensure that the damage to, destruction or loss of mobility equipment or the injury to or death of a recognised assistance dog is compensated to its full replacement cost, air carriers should offer to persons with disabilities and persons with reduced mobility, as defined in Regulation (EC) No 1107/2006, the opportunity to make a special declaration of interest free of charge, which pursuant to the Montreal Convention allows them to seek full compensation.
- (45) The person with disabilities and the person with reduced mobility should be entitled to immediately receive a temporary replacement of mobility equipment from the air carrier to replace checked mobility equipment in the case of loss of, destruction or damage to the checked mobility equipment. Given that recognised assistance dogs cannot be easily replaced, other temporary solutions should be provided where a recognised assistance dog is lost, dies or is injured.

²⁰ OJ L 23, 27.1.2010, p. 37, ELI: [http://data.europa.eu/eli/dec/2010/48\(1\)/oj](http://data.europa.eu/eli/dec/2010/48(1)/oj).

- (46) It is not always clear to passengers which baggage they are allowed to take on board an aircraft, in terms of dimensions, weight or number of items permitted. In order to ensure that passengers are fully aware of the baggage allowances included in their ticket, both for unchecked and checked baggage, air carriers should clearly indicate these allowances at booking and at the airport. In order to ensure sufficient personal comfort during passengers' travel, and as recognised by the Court of Justice in its judgment in Case C-487/12 (*Vueling Airlines SA v Instituto Galego de Consumo de la Xunta de Galicia*)²¹, passengers should be allowed to take personal items constituting a necessary aspect of their carriage into the cabin at no cost, provided that the personal items comply with applicable safety and security requirements and meet reasonable requirements in terms of weight and dimensions. Personal items constituting a necessary aspect of the carriage of passengers are understood to be those items that are essential for the duration of the journey and may include passports and other travel documents, essential medicines, personal devices and reading materials as well as food and beverage appropriate to the duration of the flight.

²¹ Judgment of the Court (Fifth Chamber) of 18 September 2014, *Vueling Airlines SA v Instituto Galego de Consumo de la Xunta de Galicia*, Case C-487/12, ECLI:EU:C:2014:2232.

- (47) Passengers should be informed at booking, in clear and accessible format, of the maximum dimensions and weight of the baggage they can bring with them in the cabin. Without prejudice to the freedom of pricing principle, air carriers should define a reasonable policy in terms of dimensions of hand baggage which enables passengers to take a piece of hand baggage into the cabin, provided that it complies with applicable safety and security requirements. Given the diversity of the air carriers' policies, it is appropriate that in the review of Regulation (EC) No 1008/2008 of the European Parliament and of the Council²², the feasibility of setting up uniform minimal rules for hand baggage should be assessed.
- (48) Musical instruments can be of immense monetary, artistic and historical value. Moreover, musical instruments are the tools of musicians' trade used regularly for rehearsal and performance and cannot be easily replaced. Therefore, passengers should be entitled to carry musical instruments into the cabin under their own responsibility, provided those instruments respect capacity, safety and security rules and the air carrier's maximum baggage allowance policy. When capacity, safety and security requirements are fulfilled, the air carrier should endeavour to allow passengers to carry musical instruments on additional seats, provided that the corresponding fares have been paid. Where this is not possible, musical instruments should, where possible, be carried under the appropriate conditions in the cargo compartment of the aircraft. Therefore, Regulation (EC) No 2027/97 should be amended accordingly.

²² Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3, ELI: <http://data.europa.eu/eli/reg/2008/1008/oj>).

- (49) Given the short deadlines for the submission of complaints for the rights and obligations covered by Regulation (EC) No 2027/97, air carriers should provide passengers with the possibility to submit a complaint by providing them with a complaint form in formats which are accessible to persons with disabilities and persons who do not use digital tools. Air carriers should, at a minimum, make the complaint form available on the air carriers' mobile applications and on their websites. That complaint form should allow the passenger to immediately file a complaint about damaged, delayed or lost baggage.
- (50) Article 3(2) of Regulation (EC) No 2027/97 has become obsolete as insurance matters are now regulated by Regulation (EC) No 785/2004 of the European Parliament and of the Council²³. It should therefore be deleted.
- (51) It is necessary that the monetary limits referred to in the Annex to Regulation (EC) No 2027/97 be regularly amended by air carriers in order to take into account economic developments, as reviewed by the International Civil Aviation Organization (ICAO) pursuant to Article 24(2) of the Montreal Convention.

²³ Regulation (EC) No 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators (OJ L 138, 30.4.2004, p. 1, ELI: <http://data.europa.eu/eli/reg/2004/785/oj>).

- (52) The Draghi report emphasised the critical role of transport for Union competitiveness. It also outlined the risk of business diversion, resulting from asymmetric regulations, from transport hubs in the Union to hubs in the Union's neighbourhood. Regulation (EC) No 261/2004 applies to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaties apply, only if the operating air carrier of the flight concerned is a Union air carrier. Within three years of the application of Regulation (EC) No 261/2004, the Commission should assess the feasibility of revising the scope of that Regulation with a view to further enhancing the level of passengers' protection and the level playing field between Union and third country air carriers.
- (53) A mechanism to safeguard passengers in the event of air carrier insolvency should be assessed in the context of the revision of Regulation (EC) No 1008/2008.
- (54) Greenland is subject to particularly harsh meteorological conditions, and is characterised by very low population density and the remoteness of its populated places. To ensure connectivity and to maintain the availability of flights within Greenland, flights within Greenland should not be covered by the obligations regarding compensation, including where those flights are connecting flights which arrive at or depart from the territory of a Member State to which the Treaties apply.

- (55) Regulation (EC) No 261/2004 should be without prejudice to the status of and sovereignty over the isthmus of Gibraltar in which the airport of Gibraltar is located and the legal position of the Kingdom of Spain in that regard. Taking into account the current circumstances and in order to provide legal certainty, it should be specified that the rules in Regulation (EC) No 261/2004 should only apply to Gibraltar airport when, following a settlement of the dispute between the Kingdom of Spain and the United Kingdom, the Kingdom of Spain is in a position to exercise effective control over the airport of Gibraltar and to ensure the application of the rules set out in Regulation (EC) No 261/2004 to that airport and a notification of the resolution of the dispute has been published in the *Official Journal of the European Union*.
- (56) Since the objectives of this Regulation, namely protecting air passenger rights in a fair and balanced manner, ensuring the competitiveness of the Union's aviation sector and maintaining connectivity for passengers in the long term, cannot be sufficiently achieved by the Member States but can rather, by reason of its scale, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve those objectives,

HAVE ADOPTED THIS REGULATION:

Article 1

Regulation (EC) No 261/2004 is amended as follows:

- (1) Article 1 is replaced by the following:

‘Article 1

Subject matter

This Regulation establishes, under the conditions specified herein, minimum rights for air passengers in the event that:

- (a) they are denied boarding;
- (b) their flight is cancelled, delayed or rescheduled;
- (c) they miss a connecting flight;
- (d) they are upgraded or downgraded.’;

- (2) Article 2 is amended as follows:

- (a) points (b) to (f) are replaced by the following:

‘(b) “operating air carrier” means an air carrier that performs or intends to perform a flight under an air transport contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger, including an air carrier that uses the aircraft of another air carrier, with or without crew of that other air carrier, for the performance of its flights;

- (c) “Union air carrier” means an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Regulation (EC) No 1008/2008 of the European Parliament and of the Council*;
- (d) “organiser” means a person within the meaning of Article 3, point (8), of Directive (EU) 2015/2302 of the European Parliament and of the Council**;
- (e) “package” means a combination of travel services as defined in Article 3, point (2), of Directive (EU) 2015/2302;
- (f) “ticket” means valid evidence, regardless of its form, of an air transport contract;

* Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3, ELI: <http://data.europa.eu/eli/reg/2008/1008/oj>).

** Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1, ELI: <http://data.europa.eu/eli/dir/2015/2302/oj>).’;

- (b) point (g) is deleted;

(c) points (h) to (l) are replaced by the following:

- ‘(h) “final destination” means the destination of the flight or of the last connecting flight on a journey;
- (i) “person with disabilities” and “person with reduced mobility” mean any person who has a permanent or temporary physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder that person’s full and effective use of transport on an equal basis with other passengers or whose mobility when using transport is reduced due to age;
- (j) “denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Article 4(1), or where they were informed in advance that they will be denied boarding against their will, except where there are reasonable grounds to deny them boarding, such as health, safety, security or inadequate travel documentation;
- (k) “volunteer” means a passenger who has presented himself or herself for boarding under the conditions laid down in Article 4(1) and responds positively to the air carrier’s call for passengers who are prepared not to board the aircraft for their flight in exchange for benefits;

- (l) “cancellation” means the non-operation of a flight which was previously planned and for which an air transport contract was issued, and includes situations where:
 - (i) the aircraft took off but, for whatever reason, either diverted to an airport other than the airport of arrival indicated on the ticket, or returned to the airport of departure, and could not continue to the airport of arrival indicated on the ticket, unless the actual airport of arrival and the airport of arrival indicated on the ticket serve the same town, city or region and the air carrier provided transport to the passenger to the airport of arrival indicated on the ticket, or
 - (ii) a passenger has been issued a ticket for a flight and the time of departure indicated on the passenger’s ticket has been brought forward by more than one hour, unless the check-in and boarding times remain unchanged, or unless the passenger has taken the rescheduled flight;’;
- (d) the following points are added:
 - ‘(m) “third country” means any country or part of a territory of a Member State to which the Treaties do not apply;
 - (n) “delay at departure” means the difference in time between the time of departure indicated on the passenger’s ticket and the actual time of departure of the flight;

- (o) “delay at arrival” means the difference in time between the time of arrival indicated on the passenger’s ticket and the actual time of arrival of the flight;
- (p) “class of transport” means a part of the passenger cabin of the aircraft characterised by different seats, a different seat configuration or any other difference in the service provided to passengers compared to other parts of the cabin;
- (q) “air transport contract” means a contract of carriage concluded between an air carrier or its authorised agent and a passenger, for the provision of one or more flights;
- (r) “extraordinary circumstances” means circumstances which by their nature or origin are not inherent in the normal exercise of the activity of the air carrier concerned and are beyond its actual control, such as the circumstances in the non-exhaustive list of extraordinary circumstances set out in point 1 of the Annex, but excludes the circumstances in the non-exhaustive list of circumstances set out in point 2 of the Annex;
- (s) “flight” means an air transport operation operated by a single aircraft between two airports as specified on the ticket through a predetermined itinerary, a schedule and a single identification number, regardless of whether there are intermediate stops exclusively for technical and operational purposes;

- (t) “connecting flight” means a flight which, as part of a journey, is intended to enable the passenger to depart from the initial point of departure and to arrive at a transfer point in order to depart on another flight, or is intended to enable the passenger to depart from a transfer point to enable the passenger to reach another transfer point or the passenger’s final destination;
- (u) “stopover” means an intentional interruption of a journey under a single air transport contract for a period of time beyond that required for direct transit through or, when changing flights, for a period normally extending to the time of departure of the next connecting flight and including, in exceptional cases, an overnight stay;
- (v) “journey” means a flight or connecting flights transporting the passenger from the initial point of departure to the passenger’s final destination in accordance with a single air transport contract, with outbound and return flights being separate journeys;
- (w) “time of departure” means the time when the aircraft leaves the departure stand, either by being pushed back or on its own power (off-block time);
- (x) “time of arrival” means the time when the aircraft reaches the arrival stand and its parking brakes are engaged (on-block time);

- (y) “tarmac delay” means a period of time exceeding 30 minutes during which the aircraft remains on the ground between the closing of the aircraft doors and the take-off time of the aircraft, at departure, or a period of time exceeding 30 minutes between the touch-down of the aircraft and the opening of the aircraft doors, at arrival;
- (z) “night” means the period between midnight and 06:00;
- (za) “child” means a person below the age of 14 years as of the date of departure of the flight or first connecting flight under an air transport contract;
- (zb) “infant” means a person below the age of two years as of the date of departure of the flight or first connecting flight under an air transport contract;
- (zc) “durable medium” means any instrument which enables the passenger to store information in a way accessible for future reference, for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- (zd) “accessible format” means a format that gives a person with disabilities or a person with reduced mobility access to any relevant information, including by providing that person with access in as feasible and as comfortable a manner as a person without an impairment or disability, and which meets accessibility requirements defined in accordance with the applicable legislation, in particular Directive (EU) 2019/882 of the European Parliament and of the Council*;

- (ze) “disruption” means denied boarding, cancellation, delay at departure, delay at arrival or tarmac delay;
- (zf) “initial point of departure” means the departure point of the flight or of the first connecting flight on a journey.

* Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70, ELI: <http://data.europa.eu/eli/dir/2019/882/oj>).’;

(3) Article 3 is replaced by the following:

‘Article 3

Scope

1. This Regulation shall apply:

- (a) to passengers departing from an airport located in the territory of a Member State to which the Treaties apply;
- (b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaties apply, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is a Union air carrier.

2. Paragraph 1 shall apply on the condition that passengers:
 - (a) have a ticket for the flight concerned; or
 - (b) have been transferred by an air carrier or an intermediary from the flight for which they held a ticket to another flight, irrespective of the reason.
3. This Regulation shall not apply to passengers travelling free of charge or at a reduced fare not available, directly or indirectly, to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or intermediary.
4. Without prejudice to Article 8(2), point (d), this Regulation shall only apply to passengers transported by motorised fixed wing aircraft.
5. Unless otherwise specified, the operating air carrier shall be responsible for meeting the obligations under this Regulation.
6. Without prejudice to Article 12 of this Regulation, this Regulation shall also apply to passengers transported on a flight covered by a package travel contract as defined in Article 3, point (3), of Directive (EU) 2015/2302, unless that package travel contract is terminated or its performance is affected for reasons other than a disruption of that flight.
7. Article 7 of this Regulation shall not apply, if the disruption occurs on a connecting flight that both departs from and arrives at an airport in Greenland.

8. This Regulation is without prejudice to the legal position of the Kingdom of Spain regarding the territory of Gibraltar, as well as the isthmus and the airport constructed thereon.

It shall apply to Gibraltar airport when, following a settlement of its dispute with the United Kingdom, the Kingdom of Spain is in a position to exercise effective control over that airport and to ensure the application of this Regulation to that airport. The Kingdom of Spain shall notify the Commission when these conditions are met and the Commission shall publish a notification regarding the resolution of the dispute in the *Official Journal of the European Union*. This Regulation shall apply to that airport from first day of the month following the date of the publication of that notification in the *Official Journal of the European Union*.’;

- (4) Article 4 is replaced by the following:

‘Article 4

Denied boarding

1. This Article shall apply to passengers that present themselves for boarding at the gate, after they have completed an online check-in or a check-in at the airport, as stipulated and at the time indicated in advance and in writing (including by electronic means) by the operating air carrier, or the intermediary, or, if no boarding time is indicated, not later than 45 minutes before the time of departure indicated on the passenger’s ticket. This Article shall also apply to passengers who do not present themselves for boarding when they were informed in advance that they will be denied boarding against their will.

2. When an operating air carrier reasonably expects to deny boarding on a flight, it shall immediately inform the passengers concerned. The operating air carrier shall, at the same time, specify to the passengers concerned their specific rights under this Regulation applicable to the case, in particular as regards the right to reimbursement or rerouting under Article 8 and the right to assistance under Article 9.

The operating air carrier shall call for volunteers under conditions to be agreed between each volunteer and the operating air carrier. This agreement with each volunteer regarding the benefits shall only replace the volunteer's right to compensation as laid down in Article 7(1) if the volunteer explicitly approves of it by means of a signed document or any digital means on a durable medium. In absence of such an approval, the volunteer shall be, without undue delay and at the latest within seven calendar days of the denied boarding, compensated by the operating air carrier denying boarding in accordance with Articles 7(1).

3. If the number of volunteers who come forward is insufficient to allow the remaining passengers with tickets to board the flight, the operating air carrier may then deny boarding to passengers against their will, with the exception of passengers referred to in Article 11.
4. The operating air carrier denying boarding shall immediately specify to the passengers concerned the information on the handling of complaints under Articles 15a and 16a.

The operating air carrier denying boarding shall, without undue delay, offer to the passengers concerned, in a clear manner, the choice between reimbursement and rerouting in accordance with Article 8. By way of derogation from Article 8(1), point (a), when the passengers who were denied boarding are entitled to reimbursement it shall be granted without undue delay and at the latest within seven calendar days of the denied boarding.

The operating air carrier denying boarding shall offer assistance in accordance with Article 9 to the passengers concerned. By way of derogation from Article 9(1), point (a), refreshments shall be granted immediately.

The operating air carrier denying boarding to passengers against their will shall compensate the passengers concerned in accordance with Article 7(1), without undue delay and at the latest within seven calendar days of the denied boarding.

5. Paragraphs 3 and 4 shall also apply to return flights where the passenger is denied boarding on the ground that the passenger did not take an outbound flight covered by the same air transport contract.
6. Where the passenger, or an intermediary, demands the correction of a spelling mistake in the name or given name(s) of one or several passengers or in case of administrative change to those names, the operating air carrier shall correct or change this at least once up until 48 hours before departure without any additional charge to the passenger or the intermediary.';

- (5) Article 5 is replaced by the following:

‘Article 5

Cancellation

1. In case of cancellation of a flight, the operating air carrier of the cancelled flight shall immediately inform the passengers concerned. The operating air carrier shall, at the same time, specify to the passengers concerned their specific rights under this Regulation applicable to the case, in particular as regards reimbursement or rerouting under Article 8 and assistance under Article 9, as well as the information on the process for requesting compensation defined in Article 7 and on the handling of complaints under Articles 15a and 16a.

The operating air carrier shall, without undue delay, specify to the passengers concerned the reasons for the cancellation. The passengers shall be entitled, upon request, to receive in writing the reasons for the cancellation. The operating air carrier shall provide such information in a clear manner within seven calendar days of the submission of the request.

2. The operating air carrier of the cancelled flight shall, without undue delay, offer the passengers concerned, in a clear manner, the choice between reimbursement and rerouting in accordance with Article 8.
3. The operating air carrier shall offer assistance to the passengers concerned in accordance with Article 9.

4. Passengers shall have the right to receive compensation from the operating air carrier of the cancelled flight in accordance with Articles 7(1) and 7(3) when they choose a reimbursement in accordance with Article 8(1), point (a) or rerouting in accordance with Article 8(1), point (c), or, when they reach their final destination with a delay at arrival exceeding the thresholds set out in Article 7(2) after they choose rerouting in accordance with Article 8(1), point (b). To that end, the air carrier shall systematically provide the passenger with a pre-filled form in an accessible format and on a durable medium. The air carrier shall provide a reply within the deadline set out in Article 7(5).
5. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7 if it can prove that the cancellation was caused by extraordinary circumstances and the cancellation could not have been avoided even if the air carrier had taken all reasonable measures. Such extraordinary circumstances may only be invoked in so far as they affect the flight concerned or at least one of the three preceding flights in the rotation sequence planned to be operated by the same aircraft, and provided that there is a direct causal link between the occurrence of that circumstance and the cancellation of the flight. The burden of proof regarding the existence of that direct causal link shall rest with the operating air carrier.

6. The right to receive assistance under paragraph 3 and compensation under paragraph 4 shall not apply if the passengers have been informed of the cancellation at least 14 calendar days before the date of departure indicated on the passenger's ticket. The burden of proof concerning the questions of whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.';

(6) Article 6 is replaced by the following:

'Article 6

Delay

1. When an operating air carrier expects a flight to be delayed, it shall inform the passengers concerned immediately, where possible, but at the latest, by the time of departure indicated on the passenger's ticket. To the extent possible, passengers shall receive regular updates in real-time. The operating air carrier shall, at the same time, inform the passengers concerned of their specific rights under this Regulation applicable to the case, in particular as regards assistance under Article 9, the information on the process for requesting compensation defined in Article 7 and on the handling of complaints under Articles 15a and 16a.

The operating air carrier shall, without undue delay, specify to the passengers concerned the reasons for the delay of the flight. The passengers are entitled, upon request, to receive in writing the reasons for the delay at arrival. The operating air carrier of the delayed flight shall provide such information in a clear manner within 7 calendar days of the submission of the request.

2. The operating air carrier shall offer to the passengers concerned assistance in accordance with Article 9.
3. When the delay reaches the thresholds set out in Article 7(2) calculated from the time of departure indicated on the passenger's ticket, the operating air carrier shall, without undue delay, offer the passengers concerned the choice between reimbursement and rerouting in accordance with Article 8.
4. Passengers shall have the right to receive, upon request, compensation from the operating air carrier of the delayed flight in accordance with Articles 7(1) and 7(3) when they reach their final destination with a delay at arrival exceeding the thresholds set out in Article 7(2).

Passengers shall have the right to receive, upon request, compensation from the operating air carrier of the delayed flight in accordance with Articles 7(1) and 7(3) when they choose a reimbursement in accordance with Article 8(1), point (a) or rerouting in accordance with Article 8(1), point (c), or, when they reach their final destination with a delay at arrival exceeding the thresholds set out in Article 7(2) after they choose rerouting in accordance with Article 8(1), point (b).

5. This Article shall also apply if the time of departure indicated on the passenger's ticket was postponed by the operating air carrier.

The right to receive assistance under paragraph 2 and compensation under paragraph 4 shall not apply if the passenger has been informed of such a change at least 14 calendar days before the time of departure indicated on the passenger's ticket. The burden of proof concerning the questions as to whether and when the passenger has been informed of the change in time shall rest with the operating air carrier.

6. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7, if it can prove that the delay at arrival was caused by extraordinary circumstances and the delay could not have been avoided even if the air carrier had taken all reasonable measures. Such extraordinary circumstances can only be invoked in so far as they affect the flight concerned or at least one of the three preceding flights in the rotation sequence planned to be operated by the same aircraft and provided that there is a direct causal link between the occurrence of that circumstance and the delay at departure of the subsequent flight. The burden of proof regarding the existence of that direct causal link shall rest with the operating air carrier.';

- (7) the following articles are inserted:

'Article 6a

Tarmac delay

1. In the event of tarmac delay, the operating air carrier shall, to the extent possible, provide passengers with regular and real-time updates.

2. Subject to safety or security constraints, where a tarmac delay occurs, the operating air carrier shall ensure adequate heating or cooling of the passenger cabin, free of charge access to toilet facilities on board and shall ensure that passengers referred to in Article 11 receive the required attention. Unless it would extend the tarmac delay or unless it cannot be reconciled with air safety or air security requirements, the operating air carrier shall provide free of charge drinking water on board.
3. Where a tarmac delay reaches three hours in an airport situated in a territory of a Member State to which the Treaties apply, the aircraft shall proceed to the gate or another suitable disembarkation point where passengers shall be allowed to disembark. Beyond that deadline, a tarmac delay can only be prolonged if there are safety, immigration, air traffic control or security-related reasons why the aircraft cannot leave its position on the tarmac.
4. Passengers disembarked in accordance with paragraph 3 shall be entitled to the rights provided for under Article 6 and, where applicable, Article 11, taking into account the tarmac delay and the time of departure indicated on the passenger's ticket.

Article 6b

Missed connecting flight during journeys performed under a single air transport contract

1. Where a passenger misses a connecting flight during a journey as a result of a disruption on the preceding flight, the operating air carrier of the preceding flight shall be responsible for providing to the passenger rerouting in accordance with Article 8(1), point (b), and assistance in accordance with Article 9.

2. Where the operating air carrier cannot reroute the passenger within the time period set out in Article 7(2), points (a) and (b), calculated from the time of departure indicated on the passenger's ticket of the missed connecting flight, the operating air carrier shall, without undue delay, offer the passengers concerned, in a clear manner, the choice between reimbursement and rerouting in accordance with Article 8.
3. Passengers shall also have a right to receive, upon request, compensation from the air carrier operating the disrupted flight in accordance with Articles 7(1) and 7(3), if they reach their final destination with a delay at arrival exceeding the thresholds set out in Article 7(2).

Passengers shall have the right to receive, upon request, compensation from the air carrier operating the disrupted flight in accordance with Articles 7(1) and 7(3) when they choose a reimbursement in accordance with Article 8(1), point (a) or rerouting in accordance with Article 8(1), point (c), or, when they reach their final destination with a delay at arrival exceeding the thresholds set out in Article 7(2) after they choose rerouting in accordance with Article 8(1), point (b).

4. Where a passenger plans, and makes, a stopover, the airport where the stopover is made shall be regarded as the final destination of the passenger.';

- (8) Article 7 is replaced by the following:

‘Article 7

Right to compensation

1. In the case of a disruption, the following compensation amounts shall apply under the conditions defined in Articles 4, 5, 6 or 6a and in this Article:

- (a) 300 EUR for all intra-Union journeys and for journeys of 3 500 kilometres or less;
 - (b) 500 EUR for journeys above 3 500 kilometres.

By way of derogation from point (a), for journeys between outermost regions and another territory of a Member State to which the Treaties apply, the compensation amounts shall be determined on the basis of the actual distance of the journeys.

2. In the case of a delay at arrival after rerouting following a cancellation under Article 5, a delay at arrival under Article 6 or a delay at arrival after a missed connecting flight under Article 6b, the right to compensation shall arise for delays at arrival of more than:

- (a) four hours for all intra-Union journeys and for journeys of 3 500 kilometres or less;
 - (b) six hours for journeys above 3 500 kilometres.

3. In determining the distances for the purpose of this Regulation, the basis for the calculation shall be the distance between the initial point of departure and the final destination. In the case of a connecting flight, only the initial point of departure and the airport of the final destination shall be taken into consideration. Those distances shall be measured by the great circle route method.
4. Where the passengers have chosen to continue the journey pursuant to Article 8(1), point (b), and a further disruption occurs during rerouting, the passenger's right to compensation can only arise once during the journey to the final destination.
5. Requests for compensation under this Article shall be submitted by the passenger within six months of the actual date of departure indicated on the passenger's ticket. Within 14 calendar days of the submission of the request, the operating air carrier shall either pay the compensation or provide the passenger with a justification for not paying the compensation in accordance with Article 5(5) or Article 6(6), including, if applicable, a clear and substantiated explanation on extraordinary circumstances. Where the airport managing body activates its contingency plan, that deadline may be extended to 30 calendar days.

Where the operating air carrier does not pay the requested compensation, the passenger may submit a complaint in accordance with Article 16a.
6. The compensation shall be paid in cash or, if agreed by the passenger in a signed document or any digital means on a durable medium, by other means.';

(9) Article 8 is replaced by the following:

‘Article 8

Right to reimbursement or rerouting

1. In the case of a disruption, passengers shall be offered, free of charge, the choice between the following options under the conditions defined in Articles 4, 5, 6, or 6b and in this Article:
 - (a) automatic reimbursement within 14 calendar days from the date of departure-of the disrupted flight indicated on the passenger’s ticket, in cash, or, if agreed by the passenger in a signed document or any other digital means on a durable medium, by other means, of the full cost of the tickets, for the part or parts of the journey or journeys not made, and for the part or parts of the journey or journeys already made if the flight is no longer serving any purpose in relation to the passenger’s original travel plans, together with, where relevant, a return flight to the initial point of departure, at the earliest opportunity after the time of departure indicated on the passenger’s ticket or, in agreement with the passenger, before that time.
 - (b) continuation of the passenger’s journey by rerouting the passenger to his or her final destination at the earliest opportunity after the time of departure indicated on the passenger’s ticket or, in agreement with the passenger, before that time;
or

- (c) rerouting to their final destination at a later date at the passenger's convenience, subject to availability of seats.

Where the airport managing body activates its contingency plan in accordance with Article 10a, the deadline referred to in point (a) of this paragraph may be extended to 30 calendar days.

2. In order for the passenger to reach his or her destination as determined under paragraph 1 at the earliest opportunity, the operating air carrier shall, subject to availability and provided that these are under comparable transport conditions as set out in the air transport contract, offer at least one of the following alternative options for the passenger's consideration and agreement in a signed document or any other digital means on a durable medium:
 - (a) a flight or connecting flights, following the same route as set out in the air transport contract;
 - (b) a different routing, including to or from alternative airports to the airport stated in the air transport contract, in which case, the operating air carrier shall bear the cost of transferring the passenger from the airport stated in the air transport contract to the alternative airport or to the airport stated in the air transport contract from the alternative airport;
 - (c) the use of services operated by another air carrier; or
 - (d) where appropriate for the distance to be travelled, the use of another mode of transport.

3. Where a passenger informed the operating air carrier of his or her choice to continue his or her journey in accordance with paragraph 1, point (b) and paragraph 4, and if the operating air carrier has not offered within three hours a rerouting, the passenger may arrange his or her own rerouting in accordance with paragraph 2.

In the case of a cancellation, the first subparagraph shall apply from the time of departure indicated on the passenger's ticket.

When arranging their own rerouting, the passengers shall limit the expenses to those that are necessary, reasonable and appropriate. The operating air carrier shall reimburse the expenses not exceeding 400 % of the full cost of the ticket or tickets incurred by the passenger within 14 calendar days of the submission of the request. Where the airport managing body activates its contingency plan, that deadline may be extended to 30 calendar days.

4. A passenger may choose between reimbursement in accordance with paragraph 1, point (a), or rerouting at a later date in accordance with paragraph 1, point (c), until when the passenger has accepted a rerouting at the earliest opportunity offered by the operating air carrier in accordance with paragraph 1, point (b) or until when the passenger has decided to self-reroute in accordance with paragraph 3.

The passenger shall inform the operating air carrier of his or her choice.';

(10) Article 9 is replaced by the following:

‘Article 9

Right to assistance

1. In the case of a disruption and subject to the conditions referred to in Articles 4, 5, 6, 6a and 6b and in this Article, and when the waiting time for their flight or alternative transportation is prolonged by at least two hours, passengers shall be offered, free of charge, the following:

- (a) refreshments every two hours of waiting time;
- (b) a meal after three hours and then every five hours of waiting time with a maximum of three meals per day;
- (c) text messages, internet access and two telephone calls.

The operating air carrier may limit or decline the assistance provided under the first subparagraph if its provision would further delay the departure of the delayed flight or the rerouting, including the departure of the alternative transportation.

2. In addition, where a stay of one or more nights becomes necessary while waiting for the flight or alternative transportation, passengers shall be offered, free of charge, the following:

- (a) hotel accommodation;
- (b) transport from the airport to the hotel accommodation and return.

3. The operating air carrier may use vouchers to meet its obligations under paragraph 1, points (a) and (b) and paragraph 2. The vouchers provided in accordance with paragraph 1 shall be able to be used in all shops providing food and refreshments at the airport where the passengers concerned are stranded, on board their flight, and, as appropriate, at the accommodation provided pursuant to paragraph 2, point (a).
4. Where the operating air carrier does not meet its obligations under paragraphs 1, 2 and 3, the passengers concerned may make their own arrangements. The air carrier operating the disrupted flight shall reimburse the expenses incurred by the passengers within 14 calendar days of the submission of the request for reimbursement, to the extent those expenses are necessary, reasonable and proportionate to the duration of the waiting time and to the costs of refreshments and meals at the location of the airport or the location of the accommodation where the passengers are stranded. Where the airport managing body activates its contingency plan, that deadline may be extended to 30 calendar days.
5. At all Union airports, the airport managing body shall put in place arrangements to ensure that drinking water and recharging stations for electronic devices can be made available, free of charge, regardless of the time of day, flight or terminal.
6. If the disruption is caused by extraordinary circumstances and the disruption could not have been avoided even if the air carrier had taken all reasonable measures, the air carrier may limit the accommodation provided in accordance with paragraph 2, point (a) to a maximum of three nights.

7. Where a passenger opts for reimbursement pursuant to Article 8(1), point (a), while being at the initial point of departure, or opts for rerouting at a later date pursuant to Article 8(1), point (c), the passenger shall have no further rights with regard to assistance under paragraphs 1 and 2 in relation to the relevant flight.’;

(11) Article 10 is replaced by the following:

‘Article 10

Upgrading and downgrading

1. If an operating air carrier places a passenger in a class of transport higher than that for which the ticket was purchased, it shall not request any supplementary payment.
2. If an operating air carrier places a passenger in a class of transport lower than that for which the ticket was purchased, it shall, without request, within 14 calendar days of the downgrading, by the means provided for in Article 7(6), provide the passenger with compensation at least equivalent to:
 - (a) 40 % of the flight price for flights of 3 500 kilometres or less; or
 - (b) 75 % of the flight price for flights above 3 500 kilometres.
3. Where the flight price is not indicated on the ticket, the compensation referred to in paragraph 2 shall be calculated based on the relevant proportion of the distance of the flight when compared to the total distance covered by the air transport contract, calculated in accordance with Article 7(3).

4. The flight price referred to in this Article excludes taxes and charges indicated on the ticket, as long as neither the requirement to pay those taxes and charges nor their amount depend on the class of transport for which that ticket has been purchased.
5. This Article shall not apply to advantages included in a higher fare within the same class of transport such as specific seating or catering.’;

(12) the following article is inserted:

‘Article 10a

Airport contingency plans

1. At a Union airport which has annual passenger traffic of more than 5 million passengers, the airport managing body shall ensure that the operations of the airport managing body and of airport essential service providers, in particular the air carriers, and the suppliers of groundhandling services, are coordinated through a proper contingency plan in view of possible situations of multiple cancellations, of multiple delays of flights, or both, leading to a considerable number of passengers being stranded at the airport. The contingency plan shall be set up to ensure that adequate information is given to stranded passengers and shall contain arrangements in order to minimise their waiting time and discomfort.
2. Airport contingency plans shall take into account the particular and individual needs of the passengers referred to in Article 11.

3. The contingency plan shall be set up in particular with the participation of the Airport Users Committee referred to in Council Directive 96/67/EC*, of the providers of groundhandling services, and of other airport essential service providers. The contingency plan shall also contain the contact data of the person or persons designated by the air carriers participating in the Airport Users Committee in order to represent them on the spot in the case of multiple cancellations, of multiple delays of flights, or both. The air carrier shall ensure that any designated person has the necessary means to assist passengers in accordance with the obligations arising from this Regulation in the case of a disruption.
4. The airport managing body shall communicate the contingency plan to the Airport Users Committee referred to in Directive 96/67/EC and, upon request, to the national enforcement body entrusted with the enforcement of this Regulation under Article 16(1) of this Regulation.
5. A Member State may decide that an airport not covered by paragraph 1, located on its territory, is to meet the obligations laid down in paragraphs 1 to 4.
6. At Union airports with annual passenger traffic below the threshold set in paragraph 1 or not covered by a decision of a Member State under paragraph 5, the airport managing body shall make all reasonable efforts to coordinate airport users and to make arrangements with airport users to inform stranded passengers in the case of multiple cancellations, of multiple delays of flights, or both, leading to a considerable number of passengers being stranded at the airport.

* Council Directive 96/67/EC of 15 October 1996 on access to the groundhandling market at Community airports (OJ L 272, 25.10.1996, p. 36, ELI: <http://data.europa.eu/eli/dir/1996/67/oj>).’;

(13) Article 11 is replaced by the following:

‘Article 11

Passengers with specific needs

1. All information provided to passengers under this Regulation shall be provided in an accessible format.
2. This Article shall apply to persons with disabilities, persons with reduced mobility, infants, unaccompanied children and pregnant women, provided that the operating air carrier has been notified of their particular needs for assistance at the time when the disruption is announced, at the latest. It shall also apply to persons in need of specific medical assistance provided that the operating air carrier has been notified of their needs for specific medical assistance at check-in, at the latest. Operating air carriers may require a proof of such needs.

Such notification shall be deemed to cover all journeys under an air transport contract.

3. At the latest at check-in, and subject to seat availability, any person accompanying the persons referred to in paragraph 2 or accompanying a child shall be offered, free of charge, the possibility of being seated in a seat adjacent to that person or child.

4. At boarding, operating air carriers shall give priority to persons referred to in paragraph 2 and any person or recognised assistance dogs accompanying them.
5. In applying the rerouting and assistance in accordance with Articles 8 and 9, the operating air carrier shall pay particular attention to the needs of the persons referred to in paragraph 2. Air carriers shall provide this rerouting and assistance to those persons, including to any persons or recognised assistance dogs accompanying them, as soon as possible.
6. Article 9(6) shall not apply to a passenger referred to in paragraph 2, or to any persons or recognised assistance dogs accompanying them.’;

(14) Article 12 is replaced by the following:

‘Article 12

Further rights

1. This Regulation shall not affect rights of passengers granted under other legal acts including Directive (EU) 2015/2302, unless otherwise provided for in this Article.

The compensation granted under Article 7 or Article 10(2) of this Regulation shall be deducted from compensation or price reduction granted under other legal acts such as Directive (EU) 2015/2302, if the rights for which the compensation or price reduction is granted safeguard the same interest or have the same objective.

Similarly, the compensation or price reduction granted under other legal acts such as Directive (EU) 2015/2302 shall be deducted from compensation granted under Article 7 or Article 10(2) of this Regulation, if the rights for which the compensation or price reduction is granted safeguard the same interest or have the same objective.

Notwithstanding the right of a package travel organiser to seek redress or refunds in accordance with Article 22 of Directive (EU) 2015/2302, without prejudice to Article 13 of this Regulation, and by way of derogation from Article 8(1), point (a), if the flight is part of a package travel contract as defined in Article 3, point (3) of Directive (EU) 2015/2302, passengers shall have no right to reimbursement under this Regulation insofar as a corresponding right arises from Directive (EU) 2015/2302.

2. Without prejudice to relevant principles and rules of national law, including case-law, paragraph 1 shall not apply to volunteers under the conditions set out under Article 4(2).
3. When compensation or a reimbursement has already been paid to the passenger under the legislation of a third country, the amount of such compensation or a reimbursement shall be deducted from the amount of the compensation or a reimbursement granted under this Regulation.’;

(15) Article 13 is replaced by the following:

‘Article 13

Right of redress

In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this Regulation or of national law may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the applicable Union or national law.’;

(16) Article 14 is replaced by the following:

‘Article 14

Obligations to inform passengers

1. The operating air carrier shall include on its website and mobile application an information notice specifying rights under this Regulation, including complaint handling process.
2. When offering tickets for a flight or connecting flights and prior to the purchase, air carriers and intermediaries shall inform the passenger of the following:
 - (a) the type of ticket or tickets being offered, in particular whether the ticket or tickets are covered by a single air transport contract or a combination of separate air transport contracts;
 - (b) the rights and obligations of the passenger, the operating air carrier and the intermediary under this Regulation, as attached to the air transport contract, including information on the reimbursement process;
 - (c) the deadline and the procedure by which passenger can request a change in name as specified in Article 4(6), without any additional charge; and
 - (d) the terms and conditions of the air transport contract.

In order to comply with the information requirement set out in point (b) of the first subparagraph, the air carrier and the intermediary may use a summary of the provisions of this Regulation prepared and made available to the public by the Commission in all official languages of the Union.

3. An intermediary or an air carrier which sells tickets covered by a combination of air transport contracts shall inform the passenger prior to the purchase, that the tickets are covered by separate air transport contracts and that the rights under Articles 7, 8 and 9 relating to compensation, reimbursement, rerouting or assistance in the case of a missed subsequent flight do not apply under the separate air transport contract. That information shall be provided in a clear manner when selling the tickets.

Air carriers and intermediaries shall provide the information pursuant to this paragraph in the language of the air transport contract and a language that is internationally used on a durable medium.

4. The airport managing body shall ensure that at the check-in desks (including at self-service check-in machines) and at the boarding gate, the following text is displayed in a clear manner: “If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the information notice stating your rights, particularly with regard to reimbursement or rerouting, assistance and possible compensation”. That text shall be displayed at least in the language or languages of the location of the airport and in a language that is internationally used. To that end, airport managing bodies shall cooperate with operating air carriers.’;

(17) the following article is inserted:

‘Article 15a

Complaint to the air carrier or the intermediary

1. Each air carrier and each intermediary shall set up a complaint-handling mechanism for the rights and obligations covered by this Regulation in their respective fields of responsibility. They shall make their contact details available in the language of the air transport contract and a language that is internationally used. Details of the complaint-handling procedure shall be accessible to the public, including in an accessible format for persons with disabilities and persons with reduced mobility. They shall also inform passengers in a clear manner of the contact details of the body or bodies designated by Member States pursuant to Article 16 and of the body or bodies responsible for the out-of-court resolution of disputes under Article 16a and, where relevant, their respective responsibilities. That information shall be available in the official language or languages of the Member States in which the air carrier and the intermediary are operating.

2. When passengers submit a complaint using the mechanism referred to in paragraph 1, such a complaint shall be submitted within six months of the disruption concerned. Within 30 calendar days of the submission of the complaint, the air carrier, or the intermediary, to which the complaint is addressed shall either provide a reasoned reply or, in duly justified exceptional cases, inform the passenger that the passenger will receive a final reply within a period of less than two months of the date of submission of the complaint. The answer shall also contain, in a case where the dispute could not be resolved, the relevant contact details of the body or bodies designated under Articles 16 or of the body or bodies responsible for the out-of-court resolution of disputes under Article 16a, including postal address, website and e-mail address of such body or bodies.
3. The submission of complaints by passengers using the mechanism referred to in paragraph 1 shall be without prejudice to their right to submit disputes for out-of-court resolution in accordance with Article 16a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.’;

(18) Article 16 is replaced by the following:

‘Article 16

Enforcement

1. Each Member State shall designate a national enforcement body or national Enforcement Bodies responsible for the enforcement of this Regulation as regards journeys to and from airports situated on its territory. The Member States shall inform the Commission of the body or bodies that have been designated in accordance with this paragraph.

2. The national enforcement body shall closely monitor the compliance with the requirements of this Regulation and take the measures necessary to ensure that the rights of passengers are respected.
3. Passengers may report alleged infringements of this Regulation to the national enforcement body. The national enforcement body may investigate the alleged infringements reported and decide on enforcement actions based on information contained in those reports.
4. The sanctions laid down by Member States for infringements of this Regulation shall be effective, proportionate and dissuasive. In particular, such sanctions shall be sufficient to provide carriers and intermediaries with a financial incentive to consistently comply with this Regulation.
5. By ... [6 years from the date of entry into force of this amending Regulation] and every five years thereafter, the national enforcement bodies shall publish on their websites a report on their activity, on the enforcement action and its outcome, including on sanctions applied. These reports shall also be submitted to the Commission.
6. Operating air carriers and intermediaries shall communicate the required contact data of the person or persons, or of a body designated to act and to receive documents issued by the national enforcement body or bodies on their behalf on a permanent basis, in the Member State where they operate, for matters covered by this Regulation, to the national enforcement bodies. National enforcement bodies may exchange this information with each other for the purpose of enforcing this Regulation.’;

- (19) the following article is inserted:

‘Article 16a

Out-of-court resolution of disputes

Member States shall ensure that air passengers can submit individual disputes following complaints or requests under this Regulation to a body or bodies responsible for the out-of-court resolution of disputes. Member States shall inform the Commission of the body or bodies responsible for the handling of disputes under this Article. Member States may decide to apply this Article to disputes between air carriers or intermediaries, on the one hand, and consumers only, on the other hand.’;

- (20) Article 17 is replaced by the following:

‘Article 17

Review and report

1. By ... [5 years from the date of entry into force of this amending Regulation] and every three years thereafter, the Commission shall report to the European Parliament and the Council on the list of extraordinary circumstances set out in the Annex, in the light of the events affecting the timely and effective operation of flights having occurred during the two years preceding each report.

The report shall be accompanied, where necessary, by a legislative proposal.

2. By ... [5 years from the date of entry into force of this amending Regulation] and every five years thereafter, the Commission shall report to the European Parliament and the Council on the operation, enforcement, and the results of this Regulation. The Commission shall include in that report information on the enhanced protection of air passengers on flights to and from third countries operated by third country air carriers.

That report shall also include a review of the amounts set out in Article 7(1) and the percentages set out in Article 10(2), taking into consideration inter alia the evolution of air fares, the inflation rate and statistics on denied boarding, cancellations, delays and missed connecting flights imputable to air carriers, as well as statistics on downgrading, during the five preceding years.

In the report to be submitted by ... [5 years from the date of entry into force of this amending Regulation] pursuant to the first subparagraph, the Commission shall also assess:

- (a) the necessity and the feasibility of revising the scope of this Regulation with a view to further enhancing the protection of passengers and the level playing field between Union and third country air carriers, as well as connectivity aspects. In particular, the Commission shall assess the risks of conflict of jurisdictions and difficulties related to enforcement and shall recommend ways to mitigate those risks and address those difficulties;

- (b) the necessity of adjusting the thresholds set out in Article 7(2) on the basis of statistics regarding the evolution of delays and cancellations during the five years preceding the Commission assessment and every year from ... [2 years from the date of entry into force of this amending Regulation];
- (c) the feasibility of further automation of requests for or payments of compensation for delays.

The report shall be accompanied, where necessary, by legislative proposals.’;

- (21) the text set out in Annex I to this Regulation is added as the Annex to Regulation (EC) No 261/2004.

Article 2

Regulation (EC) No 2027/97 is amended as follows:

- (1) in Article 2, paragraph 1 is amended as follows:
 - (a) point (b) is replaced by the following:
 - ‘(b) “Union air carrier” shall mean an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Regulation (EC) No 1008/2008 of the European Parliament and of the Council*;

* Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3, ELI: <http://data.europa.eu/eli/reg/2008/1008/oj>).’;

(b) the followings points are added:

- ‘(h) “mobility equipment” shall mean any equipment that is intended to assist persons with disabilities or persons with reduced mobility, within the meaning of Article 2, point (a) of Regulation (EC) No 1107/2006 of the European Parliament and of the Council*, with their mobility;
- (i) “recognised assistance dog” means a dog specifically trained to increase independence and self-determination of persons with disabilities, officially recognised in accordance with applicable national rules, where such rules exist;
- (j) “accessible format” means a format that gives a person with disabilities or a person with reduced mobility access to any relevant information, including by providing that person with access in as feasible and as comfortable manner as a person without an impairment or disability, and which meets accessibility requirements defined in accordance with the applicable legislation, in particular Directive (EU) 2019/882 of the European Parliament and of the Council**;
- (k) “intermediary” means any natural or legal person, other than a carrier, which is acting, for purposes relating to their trade, business or profession, on behalf of a carrier or a passenger for the conclusion of a transport contract;

- (l) “personal item” means a piece of unchecked baggage, constituting a necessary aspect of the carriage of passengers, which complies with security and safety requirements, and either with maximum dimensions of 40x30x15cm or on condition that it fits under the seat in front of the seat in which the passenger is sitting;
- (m) “hand baggage” means a piece of unchecked baggage which is not a personal item and which complies with security and safety requirements.

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- * Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1, ELI: <http://data.europa.eu/eli/reg/2006/1107/oj>).
- ** Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70, ELI: <http://data.europa.eu/eli/dir/2019/882/oj>).’;

- (2) in Article 3, paragraph 1 is replaced by the following:

‘The liability of a Union air carrier in respect of passengers and their baggage shall be governed by all provisions of the Montreal Convention relevant to such liability. This includes the liability of a Union air carrier concerning passenger or baggage delay.’;

- (3) in Article 3, paragraph 2 is deleted;

- (4) Article 3a is replaced by the following:

‘Article 3a

The supplementary sum which, in accordance with Article 22(2) of the Montreal Convention, and without prejudice to Article 6a, may be demanded by a Union air carrier when a passenger makes a special declaration of interest in delivery of their baggage at destination, shall be based on a tariff which reflects the additional costs of transport and insurance for baggage valued above the liability limit. The tariff shall be made available to passengers on request.’;

- (5) Article 5 is replaced by the following:

‘Article 5

1. In the case of death or injury of passengers, the Union air carrier shall without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.
2. Without prejudice to paragraph 1, an advance payment in the case of death of passengers, shall not be less than 16 % per passenger, of the minimum amount of liability set under Article 21(1) of the Montreal Convention and by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention.

3. An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Union air carrier liability, but is not returnable, except in the cases prescribed in Article 20 of the Montreal Convention or where the person who received the advance payment was not the person entitled to compensation.’;

(6) Article 6 is amended as follows:

- (a) paragraph 1 is replaced by the following:

‘1. All air carriers shall, when selling carriage by air in the Union, ensure that a summary of the main provisions governing liability for passengers and their baggage, including deadlines for filing an action for compensation and the possibility of making a special declaration for baggage, is made available to passengers at all points of sale, including sale by telephone and through the Internet. In order to comply with this information requirement, Union air carriers shall use the notice contained in the Annex. Such summary or notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of this Regulation or the Montreal Convention.’;

- (b) in paragraph 2 the following indent is added:

‘— the right to make, free of charge, a special declaration of interest on the value of their mobility equipment where the passenger is a person with disabilities or a person with reduced mobility.’;

(c) paragraph 3 is replaced by the following:

- ‘3. In the case of all carriage performed by Union air carriers, the limits indicated in accordance with the information requirements of paragraphs 1 and 2 shall be those established by this Regulation unless the Union air carrier applies higher limits by way of voluntary undertaking. In the case of all carriage performed by third country air carriers, paragraphs 1 and 2 shall apply only in relation to carriage to, from or within the Union.’

(d) the following paragraphs are added:

- ‘4. All air carriers shall, on their mobile applications and on their websites, provide a form which allows the passenger to immediately file an online or a hardcopy complaint about damaged, delayed or lost baggage. The date of submission of the form shall be considered by the air carrier as the filing date of the complaint pursuant to Article 31(2) and 31(3) of the Montreal Convention, even if the air carrier requests further information at a later date. This paragraph shall not affect the right of the passenger to submit a complaint through other means within the deadlines given by the Montreal Convention.
5. All information provided pursuant to this Article, and complaint forms, shall be in an accessible format and made available also to persons who do not use digital tools.
6. All information obligations pursuant to this Article shall also apply to intermediaries, when selling carriage by air to, from or within the Union.’;

(7) the following articles are inserted:

‘Article 6a

1. Whenever carrying checked-in mobility equipment or recognised assistance dogs, the Union air carrier shall ensure that each person with disabilities or person with reduced mobility is offered the option to make a special declaration of interest in delivery at destination, in an accessible format, pursuant to Article 22(2) of the Montreal Convention, at booking, at the same time as the notification pursuant to Article 6 of Regulation (EC) No 1107/2006, and at the latest when the equipment is handed over to the air carrier and, in the case of a recognised assistance dog, at boarding. In that case, the Union air carrier shall not charge the passengers concerned an additional fee. Where the equipment is destroyed, lost, damaged or delayed, or in the case of the death of, or injury to, a recognised assistance dog, the Union air carrier may require proof of the cost of replacement, including temporary replacement, of the mobility equipment or the recognised assistance dog from the person with disabilities or person with reduced mobility to support the amount declared in the special declaration of interest.

When selling carriage by air on behalf of the Union air carrier, intermediaries shall offer the passengers concerned the option to make a special declaration of interest, in an accessible format, pursuant to Article 22(2) of the Montreal Convention, at booking and at the same time as the notification pursuant to Article 6 of Regulation (EC) No 1107/2006. This special declaration of interest shall be given under the same conditions as set out in the first subparagraph. The intermediary shall transmit the declaration to the Union air carrier as soon as possible.

2. In the case of destruction, loss, damage or delay in the carriage of checked mobility equipment or in case of death of or injury to a recognised assistance dog, the Union air carrier shall be liable to pay a sum not exceeding the sum declared by the passenger; unless it proves that the sum claimed is greater than the person's actual interest in delivery at destination.
3. Where paragraph 2 applies, and without prejudice to Articles 7, 8 and Annex I, fourth subparagraph, of Regulation (EC) No 1107/2006, the Union air carriers shall rapidly make all reasonable efforts to provide immediately needed temporary replacements for checked mobility equipment and temporary solutions in replacement of recognised assistance dogs. The person with disabilities or the person with reduced mobility shall be permitted to keep that temporary replacement free of charge until the compensation referred to in paragraph 2 has been paid or until the Union air carriers have compensated the legal or natural persons for the costs of needed temporary replacement of mobility equipment or of a recognised assistance dog.
4. Compliance with paragraph 3 shall not constitute a recognition of liability of the Union air carrier.

Article 6b

1. Without prejudice to Regulation (EC) No 1008/2008, when selling carriage by air to, from or within the Union, all air carriers and intermediaries shall clearly indicate in an accessible format at booking, as well as on their mobile applications and on their website, and furthermore, in the case of air carriers, make available on request at the airport (including at self-service check-in machines):
 - the maximum baggage allowance in terms of dimension and weight that passengers are permitted to carry within the cabin, and in the hold of the aircraft, corresponding to the fare for the class of transport for each of the flights included within a passenger's reservation;
 - any restrictions on the number of items that would be applied within a given maximum baggage allowance;
 - the conditions under which fragile or valuable items, such as musical instruments, sports equipment, children's pushchairs and infant seats shall be transported in the passenger cabin or in the cargo hold of the aircraft;
 - without prejudice to paragraph 2, potential additional charges applied for the carriage of checked and unchecked baggage, including musical instruments referred to in Article 6c,
 - the specific reasons which may preclude the carriage in the cabin of unchecked baggage pursuant to paragraph 3.

2. Without prejudice to Regulation (EC) No 1107/2006, air carriers shall permit passengers to carry a personal item in the cabin and at no extra cost.
3. Where specific reasons, such as safety reasons, capacity reasons or a change of the aircraft type since the reservation was made, preclude the carriage in the cabin of a personal item referred to in paragraph 2 or of hand baggage, the air carrier may carry that unchecked baggage in the hold of the aircraft, but at no further cost to the passenger.
4. Paragraphs 2 and 3 shall apply to all air carriers departing from an airport located in the territory of a Member State to which the Treaties apply and to all Union air carriers arriving in the territory of a Member State to which the Treaties apply.
5. This Article does not affect the restrictions on unchecked baggage established by Union rules such as those laid down in Regulation (EC) No 300/2008 of the European Parliament and of the Council* and Commission Implementing Regulation (EU) 2015/1998** and by international security and safety rules.

Article 6c

1. A Union air carrier shall permit a passenger to carry a musical instrument in the passenger cabin of an aircraft subject to applicable security and safety rules and the technical specifications and constraints of the aircraft concerned. Musical instruments shall be accepted for carriage within an aircraft cabin provided that those instruments can be stowed safely in a suitable baggage compartment within the cabin or under an appropriate passenger seat. An air carrier may determine that a musical instrument shall form part of a passenger's unchecked baggage allowance and shall not be carried in addition to that allowance.
2. Subject to applicable security and safety rules, where a musical instrument is too large to be stowed safely in a suitable baggage compartment within the cabin or under an appropriate passenger seat, an air carrier may request the payment of a second fare where such musical instruments are carried as unchecked baggage on a second seat. Furthermore, passengers may be required to select and purchase adjacent seats for both the passenger and the musical instrument, one always being a window seat for the musical instrument. Where available and if requested, musical instruments shall be carried in a heated part of an aircraft cargo hold subject to applicable safety rules, space constraints and the technical specifications of the aircraft concerned.

* Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security and repealing Regulation (EC) No 2320/2002 (OJ L 97, 9.4.2008, p. 72, ELI: <http://data.europa.eu/eli/reg/2008/300/oj>).

** Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security (OJ L 299, 14.11.2015, p. 1, ELI: http://data.europa.eu/eli/reg_impl/2015/1998/oj).’;

(8) Article 7 is replaced by the following:

‘Article 7

The Commission shall report to the European Parliament and the Council by ... [5 years from the date of entry into force of this amending Regulation] on the operation and the results of this Regulation.’;

(9) the Annex to Regulation (EC) No 2027/97 is replaced by the text set out in Annex II to this Regulation.

Article 3

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

It shall apply from ... [2 years from the date of entry into force of this amending Regulation].

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at ..., ...

For the European Parliament
The President

For the Council
The President

ANNEX I

‘ANNEX

Non-exhaustive lists of circumstances considered as extraordinary circumstances
and circumstances not to be considered as extraordinary
for the purposes of this Regulation

1. The following circumstances shall be considered as extraordinary:
 - (a) circumstances not connected with the operation of the aircraft, such as:
 - (i) natural or environmental disasters which are incompatible with the safe operation of the flight;
 - (ii) meteorological conditions and damage to the aircraft linked to meteorological events which are incompatible with the safe operation of the flight (such as lightning strikes, hailstones, thunderstorms, severe turbulence or strong wind);
 - (iii) war or insurrection which are incompatible with the safe operation of the flight;
 - (iv) cross-border threats to health falling within the scope of Articles 2(1) or 2(4) of Regulation (EU) 2022/2371 of the European Parliament and of the Council¹ which are incompatible with the safe operation of the flight; and

¹ Regulation (EU) 2022/2371 of the European Parliament and of the Council of 23 November 2022 on serious cross-border threats to health and repealing Decision No 1082/2013/EU (OJ L 314, 6.12.2022, p. 26, ELI: <http://data.europa.eu/eli/reg/2022/2371/oj>).

- (v) collisions between the aircraft and a bird or another foreign object which are incompatible with the safe operation of the flight;
- (b) incidents related to a passenger, including:
 - (i) unruly passenger incidents within the meaning of the Montreal Protocol 2014 which are incompatible with the safe operation of the flight or which delay the flight departure;
 - (ii) health risks or medical emergencies (such as serious illness) discovered at short notice before the flight departure, or necessitating the interruption or deviation of the flight;
- (c) other incidents, such as:
 - (i) security risks, damage caused by acts of sabotage or terrorism, or unlawful acts, which are incompatible with the safe operation of the flight;
 - (ii) hidden manufacturing or design defects revealed, by the manufacturer or a competent authority, and which are incompatible with the safe operation of the flight;
 - (iii) air traffic management or airport capacity restrictions, or closure of airspace;
 - (iv) partial or full unscheduled closure of an airport, including a general airport system failure, a power outage and an electronic communications collapse, or the activation of the contingency plan by the airport managing body;

- (v) strikes at essential service providers such as airport managing body, Air Navigation Service Providers, groundhandling service providers, or at the operating air carrier where strikes are linked to demands outside the remit of the operating carrier;
- (vi) unexpected absence of a crew member essential to the operation of the flight, due to illness or death, when it occurs outside the operating air carrier's home bases or due to a pandemic;
- (vii) damage to the aircraft caused while the aircraft is on the ground by third parties for whom the air carrier is not responsible and which is incompatible with the safe operation of the flight;
- (viii) damage to an aircraft tyre caused by a foreign object which is incompatible with the safe operation of the flight;
- (ix) contaminated runway of an airport which is incompatible with the safe operation of the flight;
- (x) unexpected flight safety shortcomings on aircraft equipment not within acceptable levels of operation as defined in the Master Minimum Equipment List or the minimum equipment operating conditions established therein and that could not have been remedied during preventive maintenance (as provided for under paragraph 2, point (a)); and
- (xi) after departure, health risks or medical emergencies (such as serious illness) of a crew member necessitating the interruption or deviation of the flight.

2. The following list of circumstances shall not be considered as extraordinary circumstances:
- (a) technical problems that could have been remedied during preventive maintenance in accordance with Union rules and procedures for the continuing airworthiness management of aircraft;
 - (b) operational decisions and late crew, check-in and boarding procedures; and
 - (c) unavailability of flight crew or cabin crew (unless caused by strikes referred to in paragraph 1, point (c)(v) or unexpected absences due to illness or death referred to in paragraph 1, point (c)(vi)).’
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ANNEX II

‘ANNEX

Information notice as referred to in Article 6

INFORMATION NOTICE ON AIR CARRIER LIABILITY FOR PASSENGERS AND THEIR BAGGAGE

This information notice summarises the liability rules applied by Union air carriers as required by European Union legislation and the Montreal Convention.

COMPENSATION IN THE CASE OF DEATH OR INJURY

There are no financial limits to the liability for passenger injury or death caused by an accident on board the aircraft or during any of the operations of embarkation and disembarkation.

Without prejudice to Article 20 of the Montreal Convention on the exoneration of the air carrier, for damages up to the limit under Article 21 of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency], the air carrier cannot exclude or limit its liability. Above that amount, the air carrier is not liable if it proves that:

- the damage was not due to the negligence or other wrongful act or omission of the air carrier or its servants or agents, or
- that the damage was solely due to the negligence or other wrongful act or omission of a third party.

ADVANCE PAYMENTS

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 % of the limit under Article 21 of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency].

DELAYS CAUSED TO PASSENGERS

In the event of a passenger being delayed, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or unless it was impossible to take such measures. The liability for passenger being delayed is limited to the limit under Article 22(1) of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets approximate amount in local currency].

BAGGAGE DELAYS

In case of baggage delay, the air carrier is liable for damage up to the limit under Article 22(2) of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency], the compensation limit being applicable per passenger and not per piece of checked baggage. The air carrier shall not be liable when it has taken all reasonable measures to avoid the damage resulting from such delay or when it was impossible to take such measures.

DESTRUCTION, LOSS OR DAMAGE TO BAGGAGE

The air carrier is liable for damage up to the limit under Article 22(2) of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency], the compensation limit being applicable per passenger and not per piece of baggage.

In the case of damaged or lost checked baggage, the air carrier is liable unless the damage is caused by an inherent defect, quality or vice of the baggage.

In case of unchecked baggage (hand luggage), including personal items, the air carrier is only liable if the damage has resulted from its fault or that of its servants or agents.

HIGHER LIMITS FOR BAGGAGE

A passenger can benefit from a higher liability limit by making a special declaration at check-in, at the latest, and by paying a supplementary fee if so required. That supplementary fee shall be based on a tariff which is related to the additional costs involved in transporting and insuring the baggage concerned over and above the liability limit of the limit under Article 22(2) of the Montreal Convention as updated by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency]. The tariff shall be made available to passengers upon request.

Persons with disabilities and persons with reduced mobility shall systematically be offered at booking, at the same time as the notification pursuant to Article 6 of Regulation (EC) No 1107/2006, and at the latest when the equipment is handed over to the air carrier and, in the case of a recognised assistance dog, at boarding, the option of making a special declaration of interest, in an accessible format, for the transportation, at no additional cost, of their mobility equipment or of their recognised assistance dog.

EXONERATION

If the carrier proves that any damage covered by the liability rules applied by Union air carriers as required by Regulation (EC) No 2027/97 and the Montreal Convention, including death or injury, was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

TIME LIMIT FOR COMPLAINTS REGARDING BAGGAGE

If the baggage is damaged, delayed, lost or destroyed, the passenger must in all cases complain to the air carrier as soon as possible. The passenger must complain within a time limit of 7 days in case of damage to checked baggage and within a time limit of 21 days in case of delayed baggage, in both cases from the date on which the baggage was placed at the passenger's disposal. To that extent, passengers may find a dedicated form on the websites and on the online applications of air carriers which can either be submitted on paper or online. Such complaint form must be accepted by the air carrier at the airport as a complaint. The date of submission of such a complaint shall be considered by the air carrier as the filing date of the complaint pursuant to Articles 31(2) and 31(3) of the Montreal Convention, even if the air carrier requests further information at a later date.

LIABILITY OF CONTRACTING AND ACTUAL CARRIERS

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either carrier. This includes cases where a special declaration of interest at delivery has been agreed with one or the other of the two carriers.

TIME LIMIT FOR ACTION

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

MOBILITY EQUIPMENT DESTRUCTION, LOSS, DAMAGE OR DELAY

The air carrier is liable for the destruction, loss, damage or delay of mobility equipment up to the limit under Article 22(2) of the Montreal Convention pursuant to Article 24(2) of the Montreal Convention [the air carrier shall indicate between brackets the approximate amount in local currency], the compensation limit being applicable per passenger and not per piece of baggage.

A passenger can benefit, at no additional cost, from a higher liability limit by making a special declaration specifying the cost of replacement of its mobility equipment, at the latest at check-in.

In case of the destruction, loss, damage or delay of mobility equipment, the air carrier shall pay compensation not exceeding to the sum declared in the special declaration.

Before the payment of this compensation, the air carrier shall make all reasonable efforts to provide immediately needed temporary replacements for mobility equipment beyond the termination of the journey of the passengers concerned.

BASIS FOR THE INFORMATION

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Union by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002 and by Regulation (EU) .../...⁺) and in the Member States by their national legislation.’

⁺ OJ: please insert the reference number of this amending Regulation.