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**NOTE**

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|----------|---|
| From:    | General Secretariat of the Council  |
| To:      | Delegations   |
| Subject: | Proposal for 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<br>- Draft guidelines for second reading |

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Delegations will find, in Annex, the draft guidelines for second reading published by the European Parliament on 3 October 2025.



3.10.2025

**\*\*\*II**

## **DRAFT GUIDELINES FOR SECOND READING**

on the Council position at first reading with a view to the adoption of a Regulation of the European Parliament and of the Council 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

([xx/x/2025] – C[xx-xxxx/2025] – [2013/0072](COD))

Committee on Transport and Tourism

Rapporteur: Andrey Novakov

***Symbols for procedures***

- \* Consultation procedure
- \*\*\* Consent procedure
- \*\*\*I Ordinary legislative procedure (first reading)
- \*\*\*II Ordinary legislative procedure (second reading)
- \*\*\*III Ordinary legislative procedure (third reading)

(The type of procedure depends on the legal basis proposed by the draft act.)

***Amendments to a draft act***

**Amendments by Parliament set out in two columns**

Deletions are indicated in ***bold italics*** in the left-hand column. Replacements are indicated in ***bold italics*** in both columns. New text is indicated in ***bold italics*** in the right-hand column.

The first and second lines of the header of each amendment identify the relevant part of the draft act under consideration. If an amendment pertains to an existing act that the draft act is seeking to amend, the amendment heading includes a third line identifying the existing act and a fourth line identifying the provision in that act that Parliament wishes to amend.

**Amendments by Parliament in the form of a consolidated text**

New text is highlighted in ***bold italics***. Deletions are indicated using either the ¶ symbol or strikeout. Replacements are indicated by highlighting the new text in ***bold italics*** and by deleting or striking out the text that has been replaced.

By way of exception, purely technical changes made by the drafting departments in preparing the final text are not highlighted.

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## DRAFT EUROPEAN PARLIAMENT LEGISLATIVE RESOLUTION

**on the Council position at first reading with a view to the adoption of a Regulation of the European Parliament and of the Council 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**  
**(xxxxx/2025 – C10-0066/2013 – 2013/0072(COD))**

**(Ordinary legislative procedure: second reading)**

*The European Parliament,*

- having regard to the Council position at first reading ([xx/x/2025] – C[xx xxxx/2025]
- [having regard to the opinion of the Commission (COM[(2025)xxx]),]
- having regard to its position at first reading<sup>1</sup> on the Commission proposal to Parliament and the Council (2013/0072(COD))
- having regard to Article 294(7) of the Treaty on the Functioning of the European Union,
- having regard to Rule 74 of its Rules of Procedure,

1. Adopts its position at second reading hereinafter set out;

### **Amendment 1**

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<sup>1</sup> [/Not yet published in the Official Journal]

AMENDMENTS BY THE EUROPEAN PARLIAMENT\*

to the Council position at first reading

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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

(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 Committee<sup>2</sup>,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure<sup>3</sup>,

Whereas:

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\* New or amended text is highlighted in ***bold italics***; deletions are indicated using strikethrough.

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<sup>2</sup> OJ C 327, 12.11.2013, p. 115.

<sup>3</sup> Position of the European Parliament of 5 February 2014 (OJ C 93, 24/03/2017, 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).

- (1) Regulation (EC) No 261/2004 of the European Parliament and of the Council<sup>4</sup> and Council Regulation (EC) No 2027/97<sup>5</sup> 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) ~~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~~

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<sup>4</sup> 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>).

<sup>5</sup> 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>).



~~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).<sup>6</sup> ("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. *The concept of extraordinary circumstances has been subject to abundant case law of the Court of Justice. Greater clarity should be provided on what constitutes extraordinary circumstances to allow air passenger rights to be effectively and consistently enforced. In the light of the case law, events whose origin is 'internal' should be distinguished from those whose origin is 'external' to the operating air carrier. Events should be considered external when they arise from circumstances beyond the air carrier's control and result from a natural event or an act of a third party. Such external events should be generally qualified as extraordinary circumstances. Events that do not meet these criteria should be deemed internal and should not be qualified as extraordinary circumstances. Such distinction should be further clarified by means of an exhaustive list of circumstances that are clearly identified as capable of being considered as extraordinary. In order to amend the list of extraordinary circumstances, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of making additions, where necessary, to that list. It is of*~~

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<sup>6</sup> 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.

*particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council receive all documents at the same time as Member States' experts, and their experts systematically have access to meetings of Commission expert groups dealing with the preparation of delegated acts.*

- (5a) *As under the Montreal Convention, obligations on operating air carriers should be limited or excluded in cases where an event has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. The Court of Justice has provided more detail on the meaning and limits of the obligation to take “reasonable measures” in its case-law.*

- (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)<sup>7</sup> 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.~~

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<sup>7</sup> 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)<sup>8</sup>, C-195/17 (Helga Krüsemann and Others v TUIfly GmbH)<sup>9</sup>, C-613/20 (CS v Eurowings GmbH)<sup>10</sup> and in its order in Case C-287/20 (EL and CP v Ryanair DAC)<sup>11</sup> 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)<sup>12</sup> 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’.

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<sup>8</sup> 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.

<sup>9</sup> 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.

<sup>10</sup> Judgment of the Court (Ninth Chamber) of 6 October 2021, CS v Eurowings GmbH, Case C- 613/20, ECLI:EU:C:2021:820.

<sup>11</sup> 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.

<sup>12</sup> 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*)<sup>13</sup> 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.

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<sup>13</sup> 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.

(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.~~

(11a) *In the interest of fair international competition and in order to ensure that passengers are protected by a uniform and coherent framework of rights, Regulation (EC) No 261/2004 should apply to all flights within the Union, as well as to all flights departing from or arriving in the Union.*

~~(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.~~

- (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*)<sup>14</sup> 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 *and compensated* 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.~~
- (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.~~

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<sup>14</sup> Judgment of the Court (Third Chamber) of 4 October 2012, *Finnair Oyj v Timy Lassooy*, Case C- 22/11, ECLI:EU:C:2012:604.



- (18) In the case of a cancellation, the choice between receiving reimbursement, continuation of travel by rerouting or travel ***later on the same day or*** at a later date should be the decision of the passenger and not that of the air carrier.
- (18a) ***If the passenger opts, in accordance with the agreement reached with the air carrier, to travel at a later time, the costs of travelling to and from the airport for the cancelled flight should always be reimbursed in full. Those costs should always include public transport fares, taxi fares and parking charges at the airport.***
- (18b) ***Where a passenger cancels a flight, air carriers should be obliged to refund, free of charge, taxes which have already been paid.***
- (19) Airport managing bodies at airports ~~that handle more~~ ***with an annual passenger traffic volume of not less than one and a half million passengers for at least three consecutive years*** and airport essential service providers, in particular air carriers and the suppliers of ground handling services, ***navigation service providers and assistance providers for disabled passengers and passengers with reduced mobility*** should ~~cooperate~~ ***take adequate measures to ensure coordination and cooperation between airport users in order*** to minimise the impact of multiple flight disruptions on passengers. To this end, airport managing bodies should ***ensure adequate coordination by means of proper contingency plans for such occurrences and work together with national, regional or local authorities*** in the development of such plans. ***Such plans should be assessed and, where necessary, adapted by the National Enforcement Bodies.*** ~~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.~~
- (19a) ***Air carriers should set up procedures and coordinated action in order to provide adequate information to stranded passengers. Those procedures should clearly indicate who is responsible at each airport for arranging the care, assistance, re-routing or reimbursement and should set out the processes and conditions for the provision of those services.***
- (19b) ***In order to assist passengers in the case of flight disruptions or delayed, damaged or lost baggage, air carriers should set up contact points at airports where their personnel or third parties commissioned by them should provide passengers with the***

*necessary information regarding their rights, including complaint procedures, and assist them to take immediate action.*

- (19c) Given the short deadlines for the submission of complaints for lost, damaged or delayed baggage, ~~air carriers should give passengers~~ *a special baggage claim service should be set up at all airports where passengers have the possibility to submit a complaint by providing upon arrival. For this purpose, air carriers should provide a complaint form at the airport in all EU official languages to passengers.* This could also take the form of the common Property Irregularity Report (PIR). *In order to ensure uniform conditions for the implementation of this Regulation, implementing powers should be conferred on the Commission to lay down the form of the standardised claim form through implementing acts.*
- (20) *The objective of Regulation (EC) No 261/2004 is to strengthen the rights of consumers by ensuring a high level of protection for air passengers within the internal market, in line with Article 38 of the Charter of Fundamental Rights. 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)<sup>15</sup> (“judgment in Joined cases C-402/07 and C-432/07”), the Court of Justice reflected this objective by recognizing that passengers experiencing flight delays of three hours or more suffer damage in the form of irreversible loss of time that must be compensated promptly and in a standardized manner. Relying on the principle of equal treatment, the Court confirmed that long delays cause harm comparable to cancellations and that a difference in treatment could not be objectively justified. Passengers should therefore enjoy equivalent compensation rights, whether their flight is cancelled or subject to a long delay. In accordance with that judgment, and in order to maintain robust safeguards for passengers in line with Article 38 of the Charter, as well as to ensure uniform protection, legal certainty and effective enforcement across Member States, the*

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<sup>15</sup> 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.

*same rules should apply for compensation. Accordingly, Regulation (EC) No 261/2004 should explicitly set out a common three-hour threshold for compensation in the event of cancellation and long delays.*

~~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)<sup>16</sup> (“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.~~

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<sup>16</sup> 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.

- (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.~~
- (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 **levels** 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.~~ ***The Flight Emissions Label established pursuant to Article 14 of Regulation (EU) 2023/2405 of the European Parliament and the Council<sup>17</sup> is at the disposal of the service providers should they want to display, in an easily accessible format on their websites and on tickets, accurate and objective information regarding the environmental impact of their travel in a comparable way.***
- (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 ***or denied boarding*** and should therefore give rise to the same rights.

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<sup>17</sup> Regulation (EU) 2023/2405 of the European Parliament and of the Council of 18 October 2023 on ensuring a level playing field for sustainable air transport (ReFuelEU Aviation) (OJ L, 2023/2405, 31.10.2023, ELI: <http://data.europa.eu/eli/reg/2023/2405/oj>).

- (26) Passengers who miss a connecting flight which is part of a journey as a result of a disruption, ***a change of schedule or a delay*** on a previous flight should be properly assisted while waiting for rerouting. In such cases, in accordance with the principle of equal treatment ***and with the judgement of the European Court of Justice in Case C-11/11 (Air France v. Folkerts)***<sup>18</sup>, 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 ***in light of the delay upon reaching the final destination of their journey.***
- (26a) ***Disabled passengers or passengers with reduced mobility who miss a connecting flight due to a delay caused by airport assistance services should be adequately cared for while they are waiting for re-routing. Such passengers should be able to claim compensation from the airport managing body on a similar basis to passengers whose flights are delayed or cancelled by the air carrier.***
- (27) At the time of booking and prior the purchase of the tickets, air carriers, /or, where appropriate, the intermediaries/<sup>19</sup>, 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.~~

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<sup>18</sup> Judgment of the Court (Grand Chamber), 26 February 2013. Air France v Heinz-Gerke Folkerts and Luz-Tereza Folkerts, Case C- 11/11, ECLI:EU:C:2013:106.

<sup>19</sup> ***To be negotiated under the enforcement Regulation.***



- (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 Council<sup>20</sup>.
- (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 care as regards the duration of accommodation and, in cases where passengers arrange the accommodation themselves, as regards costs and care to* ~~of accommodation to three~~ **five** nights. Moreover, contingency planning and speedy rerouting should lessen the risk of passengers being stranded for long periods.

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<sup>20</sup> 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>).

- (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 on no account~~ apply to these categories of passenger ~~provided they have informed the operating air carrier in due time.~~
- (33a) *The service providers should ensure that persons with disabilities and persons with reduced mobility have the right, at all times, to use safety-approved respiratory devices on aircraft, free of charge. The Commission should draw up a list of approved medical oxygen equipment in cooperation with the industry and organisations representing persons with disabilities and persons with reduces mobility, taking due account of safety requirements.*
- (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 Council<sup>21</sup> and Regulation (EC) No 261/2004. In that regard, *passengers should be able to choose under which of those two legal acts they introduce their claims, but should not have the right to cumulate compensation for the same problem under both legal acts. Air carriers and tour operators should give passengers the evidence necessary for them to finalise their claims without delay.*
- (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

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<sup>21</sup> 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>).

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.)<sup>22</sup> 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.~~

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<sup>22</sup> ~~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 Council<sup>23</sup> requires the air carriage contractor to inform the passenger of the identity of the operating air carrier and Council Directive 93/13/EEC<sup>24</sup> 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 *by the air carrier* 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.]<sup>25</sup>

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<sup>23</sup> 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>).

<sup>24</sup> 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>).

<sup>25</sup> *All provisions on intermediaries should be negotiated under the enforcement Regulation.*

- (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.~~
- (38a) *The Special Report 15/2021 of the European Court of Auditors concluded that national enforcement bodies lack a good overview of operators' compliance with passenger rights. The Commission in its evaluations also concluded that the overall approach of national enforcement bodies toward monitoring the implementation of the Regulations varies significantly: while some national enforcement bodies tend to be very proactive, others seem only to react to complaints which they receive. To address these shortcomings and to ensure better enforcement of passenger rights, enforcement mechanisms should be strengthened by granting national enforcement bodies independence, establishing a cross-border cooperation mechanism, enhancing their power to obtain information from carriers, and implementing a more effective penalty regime.*
- (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 *The participation of air carriers [and intermediaries] under the scope of this Regulation in alternative dispute resolution procedures should be mandatory and their decisions binding.* ~~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.~~
- (39a) *As commercial aviation is an integrated Union market, measures to guarantee enforcement of this Regulation should be more effective at Union level with increased involvement of the Commission. Specifically, the Commission should increase public awareness of compliance by air carriers with passenger rights requirements by publishing a list of carriers that systematically fail to comply with this Regulation.*
- (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 Disabilities<sup>26</sup>, 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 for loss or damage. ***Air carriers should inform passengers of that declaration and of the related rights whenever they make a ticket booking.***
- (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.

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<sup>26</sup> 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)<sup>27</sup>, 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.~~
- (46a) *Regulation (EC) No 261/2004 should ensure its objective of raising standards of protection and of information for passengers, strengthening their rights and ensuring that air carriers operate under harmonised conditions, including hand baggage dimensions. In accordance with the judgement of the Court of Justice in case C-487/12(Vueling Airlines SA v Instituto Galego de Consumo de la Xunta de GaliciaVueling)<sup>28</sup>, hand baggage (i.e. baggage that is not checked in) should be considered as constituting a 'necessary aspect' of the carriage of passengers on condition that such baggage meets 'reasonable requirements' in terms of its weight and dimensions, and that its carriage should not, therefore, be made subject to a price supplement. Airlines should also communicate carry-on baggage dimensions clearly to passengers.*
- (46b) *Greater clarity should be provided where a personal item or hand baggage is left behind or lost in the aircraft cabin in order to facilitate the handling of such requests, ensuring*

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<sup>28</sup> 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.

*a streamlined process and preventing any additional burden or miscommunication for passengers.*

- (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 Council<sup>29</sup>, the feasibility of setting up uniform minimal rules for hand baggage should be assessed.~~

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<sup>29</sup> ~~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, ELL: <http://data.europa.eu/eli/reg/2008/1008/oj>).~~

- (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. ***In order to allow the passengers concerned to assess whether their musical instrument can be stored in the cabin, air carriers should inform them about the size of storage facilities.*** 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.
- (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 Council<sup>30</sup>. 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.~~

~~(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.~~

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OJ L 165, 18.6.2013, pp. 63

OJ L 165, 18.6.2013, pp. 63

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>).

(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.~~

(53a) *The financial protection of passengers in the event of airline failure is a key component of an effective passenger rights regime. In order to strengthen air passengers' protection in the event of cancellations of flights due to the insolvency of an air carrier or the suspension of an air carrier's operations due to the revocation of its operating licence, air carriers should be obliged to provide sufficient evidence of security for the reimbursement of passengers or their repatriation.*

(53b) *The creation of a guarantee fund or a compulsory insurance scheme should for example enable air carriers to ensure that passengers can be reimbursed or repatriated when their flights are cancelled due to the insolvency of an air carrier or the suspension of its operations as the result of the revocation of its operating licence.*

~~(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.~~

**(55a) *In order to ensure the continued correspondence between Regulation (EC) No 2027/97 and the Montreal Convention, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of amending the monetary limits expressed in Regulation (EC) No 2027/97 in case they are adapted by the International Civil Aviation Organization (ICAO) pursuant to Article 24(2) of the Montreal Convention. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council receive all documents at the same time as Member States' experts, and their experts systematically have access to meetings of Commission expert groups dealing with the preparation of delegated acts.***

**(55b) *This Regulation should respect fundamental rights and observe the principles recognised in particular by the Charter of Fundamental Rights of the European Union, notably consumer protection, the right to protection of personal data, the prohibition of any form of discrimination and the integration of persons with disabilities, the right to an effective remedy and to a fair trial.***

- (55c) *In order to improve air passenger protection beyond Union borders, such rights should also be addressed in bilateral and international agreements.*
- (55d) *Specific facilities for severely disabled passengers requiring changing and toilet facilities (so-called 'changing places') should be provided at no cost to the passenger at all Union airports with an annual passenger traffic volume of more than 1 million passengers.*
- (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\*;

*(ca) "airport" means any area specifically adapted for the landing, taking-off and manoeuvring of aircraft, including the ancillary installations which these operations may involve for the requirements of aircraft traffic and services, including the installations needed to assist commercial air services;*

*(cb) "airport managing body" means a body which, in conjunction with other activities or not as the case may be, has as its objective under national laws, regulations or contracts the administration and management of the airport or airport network infrastructures and the coordination and control of the activities of the different operators present in the airports or airport network concerned in accordance with its powers;*

- (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;
- (fa) *“cost of the air ticket” means final price to be paid at the end of the reservation process that includes the air fare and all applicable taxes, charges, surcharges and fees paid for all optional and non-optional services included in the ticket, excluding intermediation fees, regardless whether those extras and fees have been paid together with the fares for the transport service or separately at a later stage;*<sup>31</sup>
- (fb) *“reservation” means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or organiser;’.*

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\* 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;~~

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<sup>31</sup> *To be negotiated under the enforcement Regulation.*

(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, ***any other cause of disability, or due to age*** which, in interaction with various barriers, may hinder that person’s full and effective use of transport on an equal basis with other passengers ***and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all 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;~~<sup>2</sup>
- (iii) *a passenger of the flight concerned was transferred to departure on other 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; a *flight where the aircraft took off but was subsequently forced to return to the airport of departure and took off again at a later time is considered to be delayed at arrival; equally, a flight which is deviated but ultimately reaches its final destination or an airport in the neighbourhood of the final destination is considered to be delayed at arrival;*
- (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 under a single contract of carriage *or a single booking reference, or both*, 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;
- (zaa) *“unaccompanied child” means a child who travels without an accompanying parent or guardian and where the air carrier has accepted responsibility for care in accordance with its published rules;***
- (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.
- (zg) ***‘personal item’: means a small bag or an article that the air carrier shall allow the passenger to carry on board, on condition that it fits under the front seat and complies with applicable security requirements;***
- (zh) ***‘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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\* 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 *equivalent* 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. *However, where a part of the journey is carried out, in accordance with a single contract of carriage and on the basis of a single reservation, by another mode of transport or by helicopter, Article 6b shall apply to the whole journey provided that that other mode of transport was indicated in the contract of carriage. The air carrier shall be responsible for ensuring that this Regulation applies for the whole journey.*



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.~~

**6a. *This Regulation shall also apply to air passengers that booked their transport as part of a package travel but it shall not affect the rights of passengers under Directive (EU) 2015/2302. The passenger shall be entitled to present claims under this Regulation to the air carrier and under Directive (EU) 2015/2302 to the organiser, but may not in relation to the same facts cumulate rights under both legal acts if the rights safeguard the same interest or have the same objective. This Regulation shall not apply in cases where a package tour is cancelled or delayed for reasons other than cancellation or delay of the 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,~~<sup>32</sup> 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~~ **and compensation** ~~under Article 8~~ and the right to assistance **under this Regulation** ~~under Article 9~~.

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<sup>32</sup> *To be negotiated under the enforcement Regulation.*

The operating air carrier shall call for volunteers under conditions to be agreed between each volunteer and the operating air carrier. ***The air carrier shall inform the volunteers of their rights in accordance with this Regulation.*** ~~This~~ ***The*** 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,~~ ***immediately*** 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 16f.

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 ***immediately*** ~~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 ***immediately*** 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.~~

5a. *Passenger shall not be denied boarding at the return journey, including one which consists of multiple flights, on the grounds that the passenger did not take the outbound flight of a return ticket or did not pay an additional charge for this purpose. If boarding is denied to passengers against their will on such grounds, this Article shall apply. In addition, the operating air carrier shall immediately compensate the passengers concerned in accordance with Article 7 and shall assist them in accordance with Articles 8 and 9.*

6. Where the passenger, ~~/or an intermediary/~~<sup>33</sup>, demands the correction of a spelling ~~mistake~~ *mistakes* 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~~ *those mistakes* at least once up until 48 hours before departure without any additional charge to the passenger or the intermediary.’;

6a. *Air carriers or their agents may not deny boarding on domestic flights on grounds of invalid documentation if the passenger proves his identity by means of the documents required under the national law of the State where boarding takes place.*

(5) Article 5 is replaced by the following:

‘Article 5

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<sup>33</sup> *To be negotiated under the enforcement Regulation.*



## *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 16f.

The operating air carrier shall **inform** the passengers concerned **by electronic means of** the reasons for the cancellation **as soon as this information is available, and in any event no later than 30 minutes after the scheduled departure time**. ~~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), **and/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 **in accordance with Article 16aa of Regulation [2023/..] on enforcement of passenger rights in the Union**.

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~~ **the preceding flight operated by the same aircraft** ~~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. *Where no proof of the existence of extraordinary circumstances is provided by the air carrier in a written form, the compensation referred to in Article 7 shall be paid by the air carrier.*

- 5a. *In view of possible situations of multiple cancellations and/or delays of flights leading to a considerable number of passengers being stranded at the airport, including in cases of airline insolvency or revocation of operating licences, airport management bodies shall ensure adequate coordination of airport users by means of a proper contingency plan, at Union airports with an annual passenger traffic volume of not less than one and a half million passengers for at least three consecutive years. The contingency plan shall be set up by the airport management body in cooperation with the airport users, in particular the air carriers, the suppliers of ground handling services, the air navigation service providers, the airport retail outlets, and special assistance providers for disabled passengers or passengers with reduced mobility, and with the participation of the relevant national, regional or local authorities and organisations when appropriate.*

*The airport managing body shall communicate the contingency plan and any amendments thereto to the national enforcement body designated pursuant to Article 16. Member States shall ensure that the national enforcement body have both the capability and resources to act effectively*

*in connection with the contingency plans and to adapt them, if necessary.*

*5b. While air carriers may not reduce their obligations as set out under this Regulation, the contingency plan provided for by paragraph 5 shall be set up to define coordinated action where this is necessary in order to ensure the provision of adequate information and assistance to stranded passengers and in particular to disabled persons and persons with reduced mobility, notably with regard to:*

- a) the provision of information to passengers stranded at or heading towards the airport to begin their air journey;*
- b) the provision of on-the-spot accommodation where large numbers of stranded passengers exceed the availability of hotel accommodation;*
- c) the provision of information and assistance to passengers affected by the limitations laid down in Article 9(4) and (5);*
- d) re-routing of stranded passengers by alternative carriers and transport modes, at limited or no cost for passengers, where the operating carrier has ceased operations.*

*5c. Air carriers shall develop and put in place detailed procedures which allow them to comply in an effective and consistent manner with this Regulation, especially in cases of delays, cancellations, denied boarding, mass disruptions and insolvency. Those procedures shall clearly indicate the contact person of the airline at each airport who is responsible for providing reliable information concerning care, assistance, re-routing or reimbursement and for taking the necessary immediate measures. The air carrier shall define the processes and conditions for the provision of those services in such a way that this representative is able to fulfil this obligation without delay. The air carrier shall communicate those procedures and any changes thereto to the national enforcement body designated pursuant to Article 16.*

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 16f.

The operating air carrier shall, ~~without undue delay~~, ***as soon as this information is available, and in any event no later than 30 minutes after the scheduled departure time***, 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 ***send to passengers the pre-filled common form within 48 hours following travel disruption for the purpose of reimbursement and compensation in accordance with Article 6c.*** ~~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). ***To that end, the operating air carrier shall, systematically within 48 hours following the delay, provide the passenger with a pre-filled form in accordance with Article 16aa of Regulation [2023/..] on enforcement of passenger rights in the Union.***

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 the preceding flight*** ~~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. ***Where no proof of the existence of extraordinary circumstances is provided by the air carrier in a written form, the compensation referred to in Article 7 shall be paid by the air carrier. The above does not exempt air carriers from the requirement to provide passengers with assistance in accordance with Article [5(1)(b)].;***



(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 ~~two~~ **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-**related**, ~~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.~~ ***After a total delay of more than three hours from the initial departing time, passengers shall be entitled to the*** rights provided for under Article 6 ***and assistance as specified in Art 9***, and, where applicable, ***in*** Article 11, taking into account the tarmac delay and the time of departure indicated on the passenger’s ticket, ***and they shall be informed accordingly.***

*Article 6b*

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

1. Where a passenger misses a connecting flight ***for which he has a reservation, including when he has been booked on an alternative flight in case of a re-routing,*** during a journey as a result of a disruption on the preceding flight, the operating air carrier of the preceding flight ***which is responsible for that delay or that change of schedule*** shall be responsible for providing to the passenger: ~~rerouting in accordance with Article 8(1), point (b), and assistance in accordance with Article 9.~~
  - (i) ***the assistance specified in Article 9(1) if the passenger's waiting time for the connection is prolonged by at least two hours;***
  - (ii) ***re-routing as specified in Article 8(1)(b); and***
  - (iii) ***when the scheduled time of departure of the alternative flight or other transport offered under Article 8 is at least 3 hours after the scheduled time of departure of the flight missed and the delay includes night-time hours, the assistance specified in Article 9(1) and 9(2).***
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).

***3a. Where paragraphs 2 and 3 apply, the operating air carrier shall, systematically within 48 hours following the missed connecting flight, provide the passenger with a pre-filled form in accordance with Article 16aa of Regulation [2023/..] on enforcement of passenger rights in the Union].***

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.

## ***Article 6c***

### ***Extraordinary circumstances***

- 1. Extraordinary circumstances shall be considered to be events which, by their nature or origin, are not inherent in the normal exercise of the activity of the air carrier concerned and are outside that air carrier's actual control. For the purposes of this Regulation, extraordinary circumstances are limited to the circumstances set out in the Annex ;***
- 2. When a passenger has a right to compensation from the air carrier in accordance with Articles 4, 5 and 6, the air carrier shall send to the passenger in a written form, within 48 hours, the information about the presence or absence of extraordinary circumstances and provide access to a pre-filled common form in accordance with [16aa of Regulation [2023/..] on enforcement of passenger rights in the Union].***
- 3. Where an unusual event outside the control of one or more Member States has occurred, which has a major impact on air travel with major unfavourable consequences for the aviation sector and which is not covered under Annex to this Regulation, the Commission is empowered to adopt a delegated act in accordance with Article 16h in order to amend the exhaustive list set out in that Annex by adding the relevant extraordinary circumstance, provided that this is strictly necessary to respond to such an unusual event. ';***

(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 3500 kilometres or less;~~

~~(b) 500 EUR for journeys above 3500 kilometres.~~

*(a) EUR 300 for all journeys of 1 500 kilometres or less;*

*(b) EUR 400 for all journeys between 1 500 km and 3 500 km;*

*(c) EUR 600 for all journeys above 3 500 km;*

*1a. Every three years, the Commission shall adopt a delegated act automatically adjusting the amounts of compensation referred to in this paragraph to the combined overall inflation rate of the three preceding years based on the European Index of Consumer prices published by Eurostat pursuant to Regulation (EU) 2016/792.*

~~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 ***or a delay at departure due to tarmac delay under Article 6a***, the right to compensation shall arise for delays ~~at arrival~~ of ***three hours or more, regardless of the distance of the journey*** ~~more than:~~

~~(a) four hours for all intra-Union journeys and for journeys of 3500 kilometres or less;~~

~~(b) six hours for journeys above 3500 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. In case of connecting flights, the distance in relation to compensation should be calculated from the airport where the disruption occurred to the final destination.~~

- ~~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.~~

- 4a. ***In agreement with the passenger, the compensation referred to in paragraph 1 of this Article shall only be paid by electronic bank transfer, credit card refund or bank order to the account indicated by the authorised passenger.***

- 4b. The burden of proof of when and how the passenger accepted the form of payment of compensation or of reimbursement of ticket costs set out in Article 7(6), as well as if and when the passenger accepted the agreement referred to in paragraph 5 of this Article, shall rest with the operating air carrier.'*

5. Requests for compensation under this Article shall be submitted by the passenger using the *pre-filled common form sent by the operating air carrier* within ~~six months~~ *one year from the date on which the flight was performed or was scheduled to be performed*. Within ~~14 calendar days~~ *7 working 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) *and Article 6c*, 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 16*f*.

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, ***automatically, by electronic means and free of charge, in a clear and unambiguous way,*** the choice between the following options under the conditions defined in Articles 4, 5, 6, or 6b and in this Article:
  - (a) automatic reimbursement ***following the completion via the pre-filled common form*** within ~~14 calendar~~ ***seven working*** days from the ~~date of departure~~ ***passenger’s request*** 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~~ ***only by electronic bank transfer, credit card refund or bank order to the account indicated by the authorised passenger,*** 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 ***under comparable transport conditions***, 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.

***Paragraph 1(b) shall also apply in cases where the aircraft took off but was subsequently forced to land at an airport other than the airport of destination. Pursuant to paragraph 3, the air carrier shall bear the costs of transferring the passenger from that alternative airport to the airport in respect of which the reservation was made.***

~~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 ***and within equivalent travel time***, the use of another mode of transport.

***The air carrier shall inform the passenger, within 30 minutes after the scheduled departure time, whether it will transport the passenger on its own services within the time limit. The passenger shall have the right to refuse the re-routing via another mode of transport, and, in such case, shall maintain his rights to care as specified in Article 9 while waiting for the re-routing.***

***The air carrier shall continue to be responsible for application of this Regulation for the whole of the journey.***

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~~ **seven** 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. ***Where reference is made to this article*** ~~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) ***drinking water and*** 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 **point (b)**. 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).

**3a. *Where the passenger demonstrably incurs costs as a result of this decision in travelling to and from the airport, the passenger shall receive a full reimbursement thereof in the case of such travel to the airport in relation to the journey not taken.***

~~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, **internet access** and recharging stations for electronic devices can be made available, free of charge, regardless of the time of day, flight or terminal.

***5a. When applying this Article, the operating air carrier shall pay particular attention to the needs of disabled persons, persons with reduced mobility and all persons accompanying them, as well as to the needs of parents, grandparents or other guardians travelling with children and of unaccompanied children. Airport management bodies shall provide specific facilities for severely disabled passengers requiring changing and toilet facilities at no cost to the passenger at all Union airports with an annual throughput of more than one million passengers.***

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~~ **five** 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~~ **seven working** days of the downgrading, by the means provided for in Article 7(6), ~~provide the passenger with compensation at least equivalent to~~ **reimburse**:

~~(a) 40% of the flight price for flights of 3500 kilometres or less; or~~

~~(b) 75% of the flight price for flights above 3500 kilometres.~~

*(a) 30 % of the cost of the air ticket for all flights of 1 500 kilometres or less, or*

*(b) 50 % of the cost of the air ticket for all intra-Union flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres, or*

*(c) 75 % of the cost of the air ticket for all flights not falling under (a) or (b), including flights between the European territory of the Member States and the French overseas departments.*

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.<sup>2</sup>~~

(12) the following article is inserted:

*‘Article 10a*

*Airport contingency plans*

1. At a Union airport ***with an annual passenger traffic volume of not less than one and a half million passengers for at least three consecutive years*** ~~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.

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\* 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*

***-1a. The rights of persons with disabilities and persons with reduced mobility laid down under this Article shall be without prejudice to the rights they enjoy under Regulation (EC) No 1107/2006.***

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. ***Allocation of seats for the persons referred to in paragraph 2 as well as children with the accompanying passenger, made under the same booking, shall be provided free of charge by the air carrier.*** ~~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.
  - 4a. ***Air carriers shall also endeavour to ensure good care is taken of recognised assistance dogs. Information about assistance and the arrangements available shall be made known through various accessible means of communication.***
  - 4b. ***Flight crews shall be trained to help passengers with disabilities or with reduced mobility, so as to make it easier for them to board and disembark from aircraft.***
  - 4c. ***In cases of delays of any length and missed flight due to a lack of airport assistance services, persons with disabilities and persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to compensation, reimbursement or re-routing as provided for in Article 7 and 8 and the right to care in accordance with Article 9 as soon as possible.***

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.’;

***(13a) the following articles are inserted :***

***‘Article 11a***

***Right to personal item and hand baggage***

1. ***Passengers shall always have the right to carry on board one personal item, such as a small bag, handbag, backpack or laptop bag, provided that it can be safely stowed under the seat in front of the passenger. Air carriers shall not charge the passenger any supplement or additional fees on top of the price of the flight ticket for this personal item. It is mandatory that carriers provide clear, transparent, and easily accessible information on the weight and dimension requirements for the personal item at the time of booking and after the booking is completed, ensuring passengers are fully informed before their journey.***
2. ***Passengers shall always have the right to carry on board one piece of hand baggage. The hand baggage shall not be subject to price supplement on the price of the flight ticket within the maximum dimensions of 100 cm (sum of length, width, and height) and maximum weight of 7 kilos. Air carriers may apply different provisions regarding additional or larger hand baggage.***

***The hand baggage may be stored either in the aircraft cabin (as carry-on baggage) or in the aircraft hold. The carrier may refuse to allow the hand baggage on board only on grounds of security connected with the weight or size of the hand baggage in relation to the characteristics of the aircraft.***

***Air carriers shall provide clear, transparent, and easily accessible information on***

*the weight and dimension requirements for the hand baggage at the time of booking and after the booking is completed, ensuring passengers are fully informed before their journey.*

3. *For the event that a personal item or hand baggage is left behind in the aircraft cabin, the operating and contracting air carriers shall establish in advance which party is responsible for handling any subsequent requests. The designated responsible air carrier shall automatically inform the passengers, upon the completion of booking, regarding the procedure for retrieving forgotten personal items or hand baggage. This information shall be communicated in a clear and comprehensive manner and shall include electronic contact details, applicable forms, and any other pertinent details necessary for the passenger to initiate a request.*

***‘Article 11b***

***Right of passengers to transfer their ticket to another holder in exceptional circumstances and change of name of the ticket holder***

1. *Passengers who, for exceptional reasons, are no longer able to make a journey they have booked, shall be entitled to request a change in the name of the ticket holder.*
2. *Air carriers, operators or intermediaries shall be obliged to offer one of the following two options, made available at the time of reservation:*
  - (a) *change in the name of the ticket holder free of charge in justified cases of force majeure, such as:*
    - (i) *death of the passenger or of a close family member;*
    - (ii) *serious medical problems preventing travel (proven by medical certificates);*
    - (iii) *other exceptional circumstances set out in national law or by the carrier; or*
  - (b) *transfer of the ticket to another passenger.*
3. *Passengers may transfer the ticket to another person after providing reasonable notification to the carrier or intermediary on a durable medium prior to the flight. Notification provided at least 72 hours prior to the flight shall in all cases be considered reasonable and shall not be subject to any additional charge.*
4. *Where passengers transfer a ticket in the 72 hours prior to departure, the intermediary’s carrier may charge fees. The intermediary’s carrier shall inform the transferor of the actual costs of the transfer. These costs must*

*not be unreasonable and must not exceed the actual cost borne by the carrier or intermediary for transfer of the ticket.*

5. *The transferor and the transferee shall be jointly and severally liable for payment of the balance due and for any additional charges.*
6. *The organiser shall provide the transferor with proof of any additional fees arising from transfer of a package travel contract.*
7. *Passengers shall be informed at the pre-contractual stage, and in the booking confirmation, of the possibility of transferring their ticket under this Article.*
8. *The passenger shall have the possibility to change name of the ticket holder against payment of a transparent and fair fee set by the carrier and clearly communicated at the time of purchase of the ticket. This option must be made available to passengers at the time of reservation of the ticket and must be indicated in the air carrier's terms and conditions.*
9. *Member States shall monitor the implementation of this Article to ensure that air carriers respect the right of passengers to transfer tickets under fair conditions.* ”;

#### **‘Article 11c**

##### **Check-in**

1. *Passengers shall have the right to check in either online or at the airport without incurring any additional charges. For this purpose, air carriers may provide self-service check-in stations at the airport to facilitate the check-in process.*
2. *Passengers shall have the right to choose, at their discretion, to use a boarding pass either in paper format or in digital format.*

(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).~~ ***This Regulation shall apply irrespective of any further claim to compensation by the passenger. The compensation provided pursuant to this Regulation must not be offset against such a compensation claim.***

~~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, ***and without prejudice to contracts of disclaimer with third parties in force at the time of the dispute***, no provision of this Regulation or of national law may be interpreted as restricting its right to seek compensation ***for, or to recover in their entirety, the costs incurred under this Regulation*** from any person, including ***any*** third parties, ***which contributed to the event triggering compensation or other obligations*** in accordance with the applicable Union ~~or national law~~.’; ***In particular, this Regulation shall in no way restrict the right of the operating air carrier to seek compensation or to recover its costs from an airport or other third party with whom the operating air carrier has a contract.”;***

(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 *and operating air carrier* shall ensure that at the check-in desks (including at self-service check-in machines), on *website* and at the boarding gate, the following text is ***displayed in a manner clearly visible to passengers in a clear manner***: “If you are denied boarding or if your flight is cancelled or delayed for at least two hours ***at departure, or of more than 3 hours at arrival at your final destination***, 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. ***The airport managing body and operating air carrier shall also ensure that at the check-in desks, next to the text, a QR code or any other technical means is displayed to access the mobile application of the Commission on passenger rights containing a summary of this Regulation.*** To that end, airport managing bodies shall cooperate with operating air carriers.

- 4a. Air carriers shall set up, at each airport where they operate, contact points at which they shall ensure the presence of contact personnel or a third parties commissioned by the air carrier concerned, to provide passengers with the***

*necessary information regarding their rights, including complaint procedures, to assist them and to take immediate action in the event of cancelled or delayed flights, denied boarding and lost or delayed baggage. During the air carriers operating hours and until the last passengers disembark from the last plane, those contact points shall be available for the purpose of assisting passengers inter alia concerning reimbursement, re-routing, rebooking and of accepting the lodging of their complaints.*

- 4b. The operating air carrier shall provide the passengers with clearly legible and transparent information about passenger rights and contacts for help and assistance on electronic tickets and electronic and printed versions of a boarding card.*
- 4c. In the event of denied boarding or flight cancellation, delay or change of schedule the operating air carrier shall as soon as possible fully inform the passenger affected and provide him with a written notice or a notice in electronic form setting out the rules for compensation and assistance in line with this Regulation, including information on possible limitations pursuant to Articles 9(4). Air carriers shall clearly inform passengers of the procedure for requesting compensation, reimbursement or rerouting and assistance under, respectively, Article 7 and Articles 8, [8a]<sup>34</sup>, 9 and 10 of this Regulation. The contact details of the national enforcement body or other body designated under Article 16 shall also be given to the passenger in written form.*
- 4d. In respect of blind and visually impaired persons, persons with cognitive or intellectual disabilities, and persons with reduced mobility, this Article shall be applied using appropriate alternative and accessible means.*
- 4e. The airport managing body shall ensure that general information on passenger rights is clearly and visibly displayed within the passenger areas of the airport. On the basis of the information received, it shall also ensure that passengers present at the airport are informed about the causes in cases of delays and flight disruptions,*

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<sup>34</sup> *To be negotiated under the enforcement file.*

*such as the cancellation of their flight, and their rights in relation to those delays and disruptions, and about their rights in the event that the airline unexpectedly ceases operations, for example in the event of its insolvency or revocation of its operating licence.*

**4f.** *In the event of cancellation or delay at departure, passengers shall be informed by the operating air carrier of the situation, including of the cause of the disruption, as soon as this information is available, and in any event no later than 30 minutes after the scheduled departure time, and of the estimated departure time, provided that the air carrier has received the passenger's contact details in accordance with [\*Enforcement Regulation] in case the ticket was acquired via an intermediary.*

**4g.** *Air carriers shall provide accessible and effective telephone assistance for all passengers once a flight has been booked; this service shall provide information and alternative proposals in the event of flight disruption and shall under no circumstances exceed the cost of a local call.*

**4h.** *Any electronic communication to the passenger notifying him or her of cancellation, long delay, or change of schedule shall state prominently that the passenger may be entitled to compensation and/or assistance under this Regulation.*

(17) the following article is inserted:

[‘Article 15a<sup>35</sup>

*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. *At the time of booking, they shall provide information to passengers in the language of the air transport contract and a language that is internationally used on the complaint handling processes and the relevant time limits under this Article. Information on complaint handling shall also be accessible on the air carriers’ and intermediaries’ websites and applications and shall be communicated*

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<sup>35</sup> Articles 15a, 16, 16a, 16b, 16c, 16d, 16e and 16ea are put on hold as they are to be negotiated under Enforcement regulation.

*in the email that notifies any event that could give rise to the rights enshrined in this Regulation.*~~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 16~~f~~ 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 ***one year from the date on which the flight was performed or was scheduled to be performed*** ~~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.~~ ***Within seven working days of receiving the complaint, the addressee shall confirm the receipt of the complaint to the passenger. Within two months of receiving the complaint, the addressee shall provide a reasoned reply to the passenger. Where the addressee does not provide that full reply within that two-month period, it shall be deemed to have accepted the passenger's claims.*** The ***reply*** 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 16f, including postal address, ***phone number***, website and e-mail address of such body or bodies. ***On receipt of the reasoned reply from the air carrier or the intermediary, the passenger concerned may complain to any national enforcement body and/or to any national out-of-court dispute resolution body designated under Article 16 within a time limit, which shall be set in advance at not less than one year from the date on which the passenger submitted the complaint to the air carrier or the intermediary concerned.***
- 2a. ***Where the air carrier invokes extraordinary circumstances, it shall inform the passenger in its reply of the specific circumstances responsible for the cancellation or delay. The air carrier shall also show that it took all reasonable measures to avoid the cancellation or delay.***
- 2b. ***The burden of proof regarding the provision of the requisite information to passengers shall be on the air carrier and the intermediary.***
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*~~ ***Designation of national enforcement bodies***

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 ***and of its or their respective responsibilities. The Commission and the designated bodies shall publish that information on their websites.***
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.

***2a new. Each designated body shall be independent in its organisation, funding decisions, legal structure and decision-making of any air carrier, airport managing body and intermediary.***

~~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.’;

**(18a) the following article is inserted :**

***’Article 16a***

***Enforcement tasks***

- 1. The national enforcement body shall closely monitor compliance with this Regulation and shall take the measures necessary to ensure that the rights of passengers are upheld. For this purpose, air carriers, airport managing bodies and intermediaries shall provide the national enforcement body with relevant documents and information at their request within one month of its request. In complex cases, the national enforcement body may extend this period to a maximum of three months from the receipt of the request. In carrying out their functions, the national enforcement bodies shall take account of the information submitted to them by the other body designated to handle complaints as defined in Article 16 paragraph 1.***
- 2. Monitoring activities may be performed jointly by national enforcement bodies in***

*the event of air services between two or several Member States.*

3. *Member States shall ensure that their respective National Enforcement Bodies are given sufficient power to penalise effectively infringements. National Enforcement Bodies shall be able to take enforcement actions based on individual complaints as defined in Article 16b.*
4. *In the event that the air carrier invokes extraordinary circumstances as a justification for refusing compensation under this Regulation, the carrier shall substantiate its claim by providing adequate evidence on those circumstances and related technical issues to the National Enforcement Body within 48 hours. Furthermore, the carrier shall demonstrate that all reasonable measures were taken to prevent the cancellation or delay of the flight in question.*
5. *The national enforcement body shall disseminate such information to the bodies designated for alternative dispute resolution pursuant to this Regulation, where available.*
6. *Every two years, the national enforcement bodies shall publish reports with statistics on their activity, including on penalties applied, by 30 June of the following calendar year. Those reports shall be made available on the website of the European Union Aviation Safety Agency.*
7. *On the basis of data which air carriers, airport managing bodies, intermediaries are required to provide on service quality standards as defined in Article 15a,) the national enforcement body shall publish statistics concerning the number and nature of complaints, the number of cancellations, denied boardings and delays and their duration and data on lost, delayed or damaged baggage.*
8. *Air carriers and intermediaries shall give their contact details to the national enforcement body or bodies of the Member States in which they operate. ’;*

*(18b) the following article is inserted :*

*‘Article 16b*

## ***Complaint handling by national enforcement bodies and other bodies***

- 1. Without prejudice to the rights of consumers to seek alternative redress pursuant to Directive 2013/11/EU of the European Parliament and of the Council<sup>36</sup>, after having complained unsuccessfully to the air carrier or intermediary pursuant to Article 13a, the passenger may complain to the national enforcement body or any other body designated under paragraph 2 of this Article no later than one year from receiving information on the rejection of the original complaint by the air carrier or the intermediary.***
- 2. Any passenger may complain about an alleged infringement of this Regulation at any airport situated on the territory of a Member State or concerning any flight from any airport situated on the territory of a Member State or of a third country to such airports, either to the national enforcement body, or to any other body designated by a Member State for that purpose.***
- 3. The national enforcement body or any other body designated under paragraph 2 shall acknowledge receipt of the complaint within two weeks of receiving it. The complaint-handling procedure shall take a maximum of three months from the date of the establishment of the complaint file. The complaint-handling procedure shall be made accessible to persons with disabilities and to persons with reduced mobility in accessible format.***
- 4. Where a complaint relates to alleged infringements by airport managing body, the complaint shall be handled by the national enforcement body or any other body designated under paragraph 2 of the Member State on whose territory the incident occurred.***
- 5. National Enforcement bodies or any other body designated under paragraph 2 of this Article shall be able to deal with individual passenger complaints and be granted, at least, with the minimum investigative and enforcement powers defined***

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<sup>36</sup> Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63, ELI: <http://data.europa.eu/eli/dir/2013/11/oj>).

*in article 9 of the Regulation (EU) 2017/2394 of the European Parliament and of the Council<sup>37</sup>.*

- 6. Decisions of national enforcement bodies or of any other body designated under paragraph 2 shall be binding on both parties and enforceable, without prejudice to the right of parties to access the judicial system.’;*

*(18c) the following article is inserted*

*‘Article 16c*

*Exchange of information and cross-border cooperation between national enforcement bodies*

- 1. Where different bodies are designated under Articles 16 and 16b of this Regulation, reporting mechanisms shall be set up to ensure the exchange of information between them, in accordance with Regulation (EU) 2016/679 of the European Parliament and the Council<sup>38</sup>, in order to help the national enforcement body to carry out its tasks of supervision and enforcement, and so that the complaint-handling body designated under Article 16b can collect the information necessary to examine individual complaints.*
- 2. National enforcement bodies shall exchange information on their work and decision-making principles and practices for the purpose of coordination. The Commission shall support them in that task.’;*

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<sup>37</sup> Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No 2006/2004 (OJ L 345, 27.12.2017, p. 1, ELI: <http://data.europa.eu/eli/reg/2017/2394/oj>).

<sup>38</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.5.2016, p. 1, ELI: <http://data.europa.eu/eli/reg/2016/679/oj>).

*(18d) the following article is inserted:*

*'Article 16d*

*Inspections of national enforcement bodies*

- 1. The Commission may conduct inspections of national enforcement bodies in order to monitor the application by Member States of the Regulation and to make recommendations to improve its enforcement.*
- 2. The Commission shall in good time before an inspection inform the Member State concerned thereof.*
- 3. Each Commission inspection report shall be communicated to the national enforcement authority of the Member State concerned, which shall, in its reply, set out the measures taken to remedy the non-compliances identified and address the recommendations.*
- 4. The report, together with the reply of the national enforcement body, shall subsequently be communicated to the national enforcement bodies of the other Member States, where appropriate. ';*

*(18e) the following Articles are inserted*

*'Article 16e*

*Penalties*

- 1. Member States shall lay down the rules on penalties applicable to infringements of this Regulation and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.*
- 2. In the framework of cooperation referred to in Article 16c the national enforcement body which is competent for the purposes of Article 16 b (4) or (5)*

*shall, at the request of the national enforcement body handling the complaint, investigate the infringement of this Regulation identified by that body and, if necessary, impose penalties. ’;*

#### *Article 16ea*

##### *Cooperation between Member States and the Commission*

- 1. The Member States shall regularly send relevant information concerning the application of this Regulation to the Commission, which will make this information available in electronic form to other Member States.*
- 2. At the request of the Commission, the national enforcement bodies shall investigate specific suspected practices of non-compliance with the obligations laid down in this Regulation by one or several air carriers, airport managing bodies and report its findings to the Commission within four months of the request.*
  - 2a. The Commission shall support dialogue and promote cooperation between Member States concerning national interpretation and application of this Regulation through the Committee referred to in Article 16a of [Enforcement Regulation].*
  - 2b. At the request of a Member State, a National Enforcement body, or on its own initiative, the Commission shall examine cases where differences in the application and enforcement of any of the provisions of this Regulation arise.*
  - 2c. The Commission may, where appropriate, adopt guidelines with a view to promote common application of this Regulation. ]*

(19) the following article is inserted:

#### *‘Article 16a16f*

##### *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.~~; ***The participation of air carriers and intermediaries under the scope of this Regulation in alternative dispute resolution procedures shall be mandatory and their decisions binding, without prejudice to the right of parties to access the judicial system.***

***(19a) the following article is inserted:***

***‘Article 16g***

***Compliance***

***documents***

- 1. Union air carriers shall prepare and submit to the national enforcement body of the Member State that issued their operating licence pursuant to Regulation (EC) No 1008/2008 and to the Commission by [1 January xxxx] a document that demonstrates in reasonable detail that their operating procedures are sufficient to ensure that they consistently comply with all relevant Articles of this Regulation.***
- 2. The Commission may adopt implementing acts, laying down the minimum contents of such compliance documents. The minimum contents shall at least contain contingency plans for major disruptions, identify those responsible for providing assistance and other rights, the practical arrangements and procedures by which complaints are handled and assistance and compensation are provided, and procedures and templates for communication with passengers. Those implementing acts shall be adopted in accordance with the advisory procedure referred to in Article 16c (2).***
- 3. Any other carrier providing services from a Union airport shall submit a***

*compliance document to the National Enforcement Body s of all Member States in which they operate and to the Commission.*

4. *Air Carriers shall review their compliance documents and submit updated versions to the relevant national enforcement body or bodies and to the Commission every three years starting on 1 January 2019.*
5. *The national enforcement body shall take account of the compliance documents submitted by air carriers, checking, where possible, the validity of compliance documents against complaints information.'*

#### *'Article 16h*

##### *Exercise of delegation*

1. *The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.*
2. *The power to adopt delegated acts referred to in Article 6c and Article 7 shall be conferred on the Commission for a period of five years from [...]. The Commission shall draw up a report in respect of the delegation of power not later than nine months before the end of the five-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.*
3. *The delegation of powers referred to in Article 6c and Article 7 may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the*



*validity of any delegated acts already in force.*

- 4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making.*
- 5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.*
- 6. A delegated act adopted pursuant to Article 6c and Article 7 shall enter into force only if no objection has been expressed by either the European Parliament or by the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.' ;*

#### *Article 16i*

##### *Committee procedure*

- 1. The Commission shall be assisted by the Passenger Rights Committee, composed of two representatives of each Member State and of which at least one will represent a National Enforcement Body. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011.*
- 2. Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.*

(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\*;

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\* 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<sup>\*</sup>, 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<sup>\*\*</sup>;

- (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~~ ***a small bag or an article*** ~~with maximum dimensions of 40x30x15 cm or~~ on condition that it fits under the seat in front of the seat in which the passenger is sitting ***and complies with applicable security requirements.***;
- (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.’;~~

(2a) *in Article 3, paragraph 2 is replaced by the following:*

***'2. At all airports within the Union, the Union air carrier and the ground handlers acting on its behalf shall establish a service that provides passengers with complaint forms which allow them to immediately submit a complaint about damaged or delayed baggage upon arrival. Likewise, the Union air carrier shall ensure that passengers are provided with easy and user-friendly access to the complaint form referred to in this paragraph through the use of QR codes. Such QR codes shall be communicated and displayed in a clear and visible manner, including at check-in desks, airport service desks, boarding gates and on the air carrier's website or equivalent online platform, so as to allow passengers to access the complaint form swiftly and without undue difficulty. The complaint form, which may take the form of a Property Irregularity Report (PIR), shall be accepted by the air carrier at the airport as a complaint pursuant to Article 31(2) of the Montreal Convention. This possibility shall not affect the right of the passenger to submit a complaint via other means within the deadlines prescribed by the Montreal Convention.***

***2a. The Commission may adopt implementing acts to lay down the form of the standardised claim form. Those implementing acts shall be adopted in accordance with the advisory/examination procedure referred to in Article 6f(2).'***

~~(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.’;

**3a. *The Commission is empowered to adopt delegated acts in accordance with Article 6d, to adjust the amount for compensation in light of a decision by the International Civil Aviation Organisation pursuant to Article 24(2) of the Montreal Convention. Any adjustment in the before mentioned amount shall also modify the corresponding amount in the Annex.***

**3b. *If baggage is lost, delayed or damaged, airlines shall first compensate the passengers with whom they have concluded a contract before being able to bring any claim against the airports or service providers for the damage, for which they are not necessarily responsible.***

(6) *Article 6(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 via 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. The Commission is empowered to adopt delegated acts in accordance with Article 6d to adjust the amounts mentioned in the Annex, with the exception of the amount mentioned in Article 5(2), in light of a decision by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention.'*

~~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.’]~~ *provide passengers in a clear and accessible manner with comprehensive information on the applicable procedures to be followed in the event of lost, delayed or damaged baggage. Such information shall be made available on a durable medium and published in an easily accessible form on the air carrier’s website or equivalent online platform, so that passengers have all necessary guidance readily available in case such issues arise.*

- (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 ***make passengers aware of their rights and*** 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 recognised assistance dog, at boarding. In that case, the Union air carrier shall not charge the passengers concerned an additional fee. ***The Commission shall adopt implementing acts laying down the model form to be used for such a declaration of interest. Those implementing acts shall be adopted in accordance with the advisory procedure referred to in Article [6f(2)].*** 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 ***make passengers aware of their rights and*** 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 6aa***

##### ***Use of mobility equipment***

***Airline companies shall ensure, at no additional cost, that passengers are able to use their wheelchairs, including pushchairs for children, up to the boarding gate, and that these are returned to them at the aircraft door. If for safety reasons this is impossible, air carriers shall, at no additional cost, provide wheelchair users with an alternative means of mobility at the airport terminal until such time as they are able to collect their wheelchairs. If such safety reasons relate directly to the terminal itself, the airport management authority shall be responsible for providing the alternative means of mobility referred to in this paragraph.***

#### ***Article 6ab***

**1. The national enforcement body designated under Article 16 of Regulation (EC) No 261/2004 shall ensure compliance with this Regulation. For this purpose, it shall monitor:**

**–the terms and conditions of air transport contracts;**

**–the systematic offer of a special declaration of interest for checked mobility equipment, and of an appropriate level of compensation in case of damage caused to mobility equipment;**

**–the payment of an advance payment under Article 5(1) when applicable**

**–the application of Article 6.**

**2. For the purpose of monitoring the protection of passengers with reduced mobility and disabled passengers in case of damage to their mobility equipment or assistive devices, the national enforcement body shall also examine and take account of the information on complaints concerning mobility equipment submitted to the bodies designated under Article 16a of Regulation (EC) No 261/2004.**

**3. The sanctions laid down by Member States for infringements of this Regulation shall be effective, proportionate and dissuasive.**

**4. In their annual reports pursuant to Article 16(6) of Regulation (EC) No 261/2004, the National Enforcement Bodies shall also publish statistics on their activity and on the sanctions applied with regard to the application of this Regulation.**

#### *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.

***Core travel services and additional charges must be clearly identifiable and capable of being purchased separately from each other.***

***If hand baggage is moved from the cabin of the aircraft to its hold before boarding or take-off, it must be returned to passengers as they disembark the aircraft, as hand baggage.***

2. Without prejudice to Regulation (EC) No 1107/2006, air carriers shall permit passengers to carry a personal item ***and hand baggage within the maximum dimensions of 100 cm (sum of length, width, and height)*** in the cabin and at no extra cost ***in accordance with (EC) No 261/2004. Carry-on baggage allowances may be expressed in maximum dimensions or maximum weights of the total carry-on allowance per passenger, or both, but without any restriction on the specific number of items carried.***
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.



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.~~ ***When accepted for carriage within the aircraft cabin, a musical instrument shall form part of a passenger's hand baggage allowance. The air carrier may determine that additional charges are to apply for hand baggage to 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~~ ***hand baggage*** on a second seat. ***Such additional fare shall not be subject to the payment of the relevant airport departure tax. Where a second seat is purchased an air carrier shall make reasonable efforts to seat the passenger and the musical instrument concerned together.*** ~~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.~~

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\* 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](http://data.europa.eu/eli/reg_impl/2015/1998/oj)).';



*2a. Where space is 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. Air carriers shall provide special tags for clear display on musical instruments to ensure that they are handled with the necessary care. Only instruments that are properly packaged in a rigid and/or hard-shell container specifically designed for such items shall be allowed to be carried as aircraft cargo.*

*2b. An air carrier shall clearly indicate at booking and in its terms and conditions the basis on which musical instruments will be transported, including the applicable charges, the facilities for the carriage of musical instruments that are available on the aircraft concerned and the dimensions of these facilities. Where a second seat needs to be booked, passengers shall be offered the possibility of booking that second seat online.*

#### *Article 6d*

- 1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.*
- 2. The power to adopt delegated acts referred to in Article 5(2) and 6(1) shall be conferred on the Commission for an indeterminate period of time from [the date of entry into force of this Regulation].*

3. *The delegation of power referred to in Article 5(2) and 6(1) may be revoked at any time by the European Parliament or by the Council. A decision of revocation shall put an end to the delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.*
4. *Before adopting a delegated act, the Commission shall consult experts designated by each Member State in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making.*
5. *As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.*
6. *A delegated act adopted pursuant to Article 5(2) and 6(1) shall enter into force only if no objection has been expressed either by the European Parliament or by the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or the Council.*

#### **Article 6e**

1. *The Commission shall be assisted by the Passengers Rights Committee. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011.*
2. *Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.*

(8) Article 7 is replaced by the following:

*‘Article 7*

The Commission shall report to the European Parliament and the Council by ... [3 years from the date of entry into force of this amending Regulation] on the operation and the results of this Regulation.'; ***The report shall be accompanied, where necessary, by legislative proposal.'***

- (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~~ ***capable of being considered*** as extraordinary circumstances ~~and circumstances not to be considered as extraordinary~~ for the purposes of this Regulation

1. The following circumstances shall be ***capable of being*** 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 ***incompatible with flight safety or that have damaged the aircraft in flight or on the tarmac after service release and rendering the safe operation of the flight impossible*** ~~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, ***political unrest, acts of sabotage or terrorism rendering the safe operation of the flight impossible;*** ~~or insurrection which are incompatible with the safe operation of the flight;~~
- (iv) ***health risks or medical emergencies necessitating the interruption or deviation of the flight concerned;*** ~~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 Council<sup>39</sup> which are incompatible with the safe operation of the flight; and~~

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<sup>39</sup> 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) *damage to an aircraft caused by a foreign object lying on an airport runway*  
~~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:~~

- (vi) *unruly behaviour of a passenger which causes the pilot in command of the  
aircraft to divert the flight concerned to an airport other than the airport of  
arrival in order to disembark this passenger or passengers and their baggage*  
~~; 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;~~

~~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;~~

~~(e) other incidents, such as:~~

~~security risks, damage caused by acts of sabotage or terrorism, or unlawful acts,  
which are incompatible with the safe operation of the flight;~~

- (vii) hidden manufacturing or design defects, revealed by the manufacturer or a  
competent authority, and which are incompatible with the safe operation of the  
flight;

(viii) *unforeseen* air traffic management or airport capacity restrictions, or  
*unforeseen* closure of airspace, *including runway closures by the authorities*;

~~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;~~

(ix) *unforeseen labour disputes at the operating air carrier or at essential service providers such as airports and Air Navigation Service Providers, excluding strikes by airline staff unless originating from demands that only public authorities can satisfy*; ~~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;~~

~~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;~~

(x) *a collision of an aircraft in a parking position with an aircraft of another airline caused by the movement of the aircraft of the other airline*; ~~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;~~

~~damage to an aircraft tyre caused by a foreign object which is incompatible with the safe operation of the flight;~~

(xi) *the presence of petrol on a runway resulting in the closure of the airport and, consequently, the significant delay of a flight to or from this airport, provided the petrol does not come from an aircraft of the air carrier operating the flight* ~~contaminated runway of an airport which is incompatible with the safe operation of the flight;~~

~~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~~

~~after departure, health risks or medical emergencies (such as serious illness) of a crew member necessitating the interruption or deviation of the flight.~~

*(xii) collision between an aircraft and a bird and any damage caused by such a collision ;*

*(xiii). shortage of staff at the airport providing baggage loading services;*

*(xiv) airport congestion due to meteorological conditions, resulting in an obligation on the aircraft operator to delay or cancel the flight;*

*(xv). a generalised breakdown of the aircraft refuelling system, where the airport of origin of the flight or aircraft concerned is responsible for the aircraft refuelling system*

~~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 (e)(v) or unexpected absences due to illness or death referred to in paragraph 1, point (e)(vi)).<sup>2</sup>~~

**/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 baggage), 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 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 ON 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 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) <sup>+</sup>) and in the Member States by their national legislation.’

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<sup>+</sup> OJ: please insert the reference number of this amending Regulation.

## **ANNEX: ENTITIES OR PERSONS FROM WHOM THE RAPPORTEUR HAS RECEIVED INPUT**

Pursuant to Article 8 of Annex I to the Rules of Procedure, the rapporteur declares that he received input from the following entities or persons in the preparation of the draft guidelines, prior to the adoption thereof in committee:

| <b>Entity and/or person</b>  |
|--|
| The International Air Transport Association (IATA)                   |
| Airlines for Europe (A4E)  |
| The European Consumer Organisation (BEUC)                            |
| Live Performance Europe (PEARLE)                                     |
| European Disability Forum  |
| Bulgaria Air   |
| Ryanair  |
| Lufthansa  |
| KLM Royal Dutch Airlines   |
| European Consumer Centre, Bulgaria                                   |
| The European Travel Agents' and Tour Operators' Associations (ECTAA) |

The list above is drawn up under the exclusive responsibility of the rapporteur.

Where natural persons are identified in the list by their name, by their function or by both, the rapporteur declares that he has submitted to the natural persons concerned the European Parliament's Data Protection Notice No 484 (<https://www.europarl.europa.eu/data-protect/index.do>), which sets out the conditions applicable to the processing of their personal data and the rights linked to that processing.

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