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WORKING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Aviation
N° prev. doc.:	ST 7503/25 REV1 + ST 7503/25 ADD1 to ADD4 REV 1
N° Cion doc.:	ST 7615 2013 INIT
Subject:	Proposal for a regulation 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
	- Comments from Portugal on the compromises proposed by the Polish Presidency

Delegations will find, in annex, comments from Portugal on the compromise proposed by the Polish Presidency.

PORTUGUESE DELEGATION

Compromise proposed by the Polish Presidency regarding amendments to Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air

Comments on doc. ST 7503/25 ADD 2 REV 1

Point (i) Paragraph 1 of Article 2

'(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.'

PT suggests that this definition should explicitly exclude emotional support animals.

Point (l) Paragraph 1 of Article 2

'(l) 'personal item' means a piece of unchecked baggage, which complies with security and safety requirements, with minimum dimensions of 40x30x15cm or on condition that it fits under the front seat.'

PT proposes: *'personal item' means a piece of unchecked baggage, which complies with security and safety requirements, with **maximum** dimensions of **45x35x20cm and on condition that it fits under the front seat**. A personal item should always fit under the seat in front.*

Point (m) Paragraph 1 of Article 2

'(m) 'hand baggage' means a piece of unchecked baggage which is not a personal item and which complies with security and safety requirements, with a total sum of its height, width and depth not exceeding 115cm, with each of those dimensions not exceeding 56cm and with maximum weight of 10kg.'

PT proposes: *'hand baggage' means a piece of unchecked baggage which is not a personal item and which complies with security and safety requirements, **with maximum dimensions of 55x40x25 and with maximum weight of 10kg** .'* This wording is aligned with the previous indent and is less confusing for passengers.

Nr. 4 of Article 6

As previously mentioned, PT disagrees with including intermediaries in this Regulation.

Nr. 1 b of Article 6d

Without prejudice to Regulation (EC) No 1107/2006, Union air carriers shall permit passengers to carry hand baggage in the cabin.

PT believes that due to the wording in nr. 2, nr. 1b) is not necessary. Nevertheless, if MS still want to maintain nr. 1b, PT proposes the following wording:

*Without prejudice to Regulation (EC) No 1107/2006, **and subject to safety and security requirements, as well as available space**, Union air carriers shall permit passengers to carry hand baggage in the cabin.*

Nr. 2 of Article 6d

PT welcomes the new wording of this article, as previously proposed.

Annex 2 – Liability of Contracting and Actual Carriers

Even though this article reflects the provisions of the Montreal Convention, we propose that regardless of liability (both air carriers may be liable) the complaint should only be addressed to the operating air carrier.

In fact, allowing passengers to choose between the operating air carrier and the contracting air carrier may result in a “*blame game*” between both air carriers, therefore causing a much more time consuming procedure.