



EUROPEAN UNION

THE EUROPEAN PARLIAMENT

THE COUNCIL

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Subject: 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

Joint text

approved by the Conciliation Committee

provided for in Article 294(10) of the Treaty on the Functioning of the European Union

This text has not yet undergone legal-linguistic revision.



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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

(2013/0072(COD))

Joint text
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REGULATION (EU) 2026/...

OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of ...

amending Regulation (EC) No 261/2004

establishing common rules on compensation and assistance to passengers
in the event of denied boarding and of cancellation or long delay of flights

and Regulation (EC) No 2027/97

on air carrier liability in respect of the carriage of passengers and their baggage by air
(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the European Commission,

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

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

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure²,

¹ OJ C 327, 12.11.2013, p. 115.

² Position of the European Parliament of 5 February 2014 (OJ C 93, 24.3.2017, p. 336) and position of the Council at first reading of 29 September 2025 (not yet published in the Official Journal). Position of the European Parliament of ... (not yet published in the Official Journal).

Whereas:

- (1) Regulation (EC) No 261/2004 of the European Parliament and of the Council³ and Council Regulation (EC) No 2027/97⁴ have significantly contributed to protecting the rights of air passengers when their travel plans are disrupted by denied boarding, long delays, cancellations or mishandled baggage.
- (2) The Union legislator confirms the aims expressed by Recitals 1 and 4 of Regulation (EC) No 261/2004 in its original version for Union legislation in the field of air transport to ensure a high level of protection for passengers, to fully take into account the requirements of consumer protection in general, in line with Article 38 of the Charter of Fundamental Rights, and to raise the standards of protection set by this Regulation, while ensuring a balanced approach which fosters connectivity and competitiveness of Union air carriers. This should be done by strengthening the rights of air passengers, by improving legal certainty for both air passengers and air carriers taking into account the abundant case-law of the Court of Justice in its interpretation of Regulation (EC) No 261/2004 in its original version, as well as by ensuring that air carriers operate under harmonised conditions in a liberalised market. This also means that standards of protection set by Regulation (EC) No 261/2004 should be strengthened. Accordingly, air passenger rights, as protected under Regulations (EC) No 261/2004 and (EC) No 2027/97, should be realised and a more effective, efficient and consistent application of such rights should be ensured across the Union, while taking into account the interests of air carriers and continuing to strike a balance between the interests of air passengers and those of air carriers.

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

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

- (3) 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.

- (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. In particular, and in accordance with settled Court case-law, the concept of ‘extraordinary circumstances’ should refer to events which, by their nature or origin, are not inherent in the normal exercise of the activity of the air carrier concerned and are beyond that carrier’s actual control. Those two conditions are cumulative. For further clarity and predictability, provision should also be made for a non-exhaustive list of events that should be considered as fulfilling those conditions in line with the case-law of the Court of Justice. The Commission should review the list of extraordinary circumstances every five years and propose, as appropriate, to the European Parliament and the Council to update that list. In order to be invoked as an extraordinary circumstance, an event must meet all elements specified in the list. Where an event not included in the list is invoked as an extraordinary circumstance, fulfilment of the above cumulative conditions should be assessed on a case-by-case basis. The occurrence of an extraordinary circumstance and its invocation by an air carrier in respect of a disruption in a given flight are not sufficient grounds to exempt the air carrier from the obligation to pay compensation provided for in Article 7 of Regulation (EC) No 261/2004. Such an exemption should only arise where the air carrier also proves that the extraordinary circumstances caused the disruption and that the disruption could not have been avoided even if the air carrier had taken all reasonable measures.

- (6) Where an air carrier invokes extraordinary circumstances, a clear and substantiated explanation on the extraordinary circumstances should be provided to the passenger. This explanation should serve to inform the passenger, in a clear and transparent manner, about the circumstances causing the disruption. In this regard, the information provided should be specific to the particular disruption that occurred to the passengers' flight. Air carriers should provide this information in a concise manner using plain language, avoiding sector specific and legal jargon, that is easily understandable for the passenger. That explanation should solely serve as information to the passenger and should be clearly distinguished from the proof that air carriers might be required to provide to national enforcement bodies, other bodies or courts.

- (7) In its judgment in *Case C-173/07 (Emirates Airlines – Direktion für Deutschland v Diether Schenkel)*⁵ 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’.
- (8) In its judgment in *Case C-537/17 (Claudia Wegener v Royal Air Maroc SA)*⁶ 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.

⁵ 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.

⁶ 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.

- (9) 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.

- (10) Passengers should be able to make informed choices when purchasing air tickets and should know whether this Regulation applies in its full scope to an air carrier. Appropriate provision should therefore be made for a voluntary 'Union Air Passenger Rights Label'. The use of the label should remain voluntary for air carriers and intermediaries when displaying different flight options, except where an operating air carrier obliges the air carrier or intermediary to use it under a commercial agreement.

- (11) In its judgment in Case C-22/11 (*Finnair Oyj v Timy Lassooy*)⁷ 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.
- (12) 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.

⁷ Judgment of the Court (Third Chamber) of 4 October 2012, *Finnair Oyj v Timy Lassooy*, Case C-22/11, ECLI:EU:C:2012:604.

- (13) In order to improve levels of protection, passengers should not be denied boarding on any flight of the return journey on the grounds that they did not take one or several flights of the outbound journey covered by the same air transport contract. Moreover, air carriers should not be allowed to charge any fee to passengers on the grounds that they have not taken the outbound journey.
- (14) 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 and should not constitute a ground for denied boarding, provided the correction or change sought would not result in a change of time of flight, date, itinerary or passenger.

- (15) In the case of a cancellation, the choice between receiving reimbursement, continuation of travel by rerouting or travel at a later date should be the decision of the passenger and not that of the air carrier. In certain situations, passengers may prefer to receive reimbursement or compensation in the form of a voucher. In order to increase flexibility for air carriers and consumer choice for passengers, where a disruption occurred that give rise to the passenger's right to reimbursement or compensation, the passenger should have the right to choose, following his/her express consent on a durable medium, to accept such reimbursement or compensation in the form of a voucher of a value corresponding at least to the amount of the reimbursement or compensation due. The option of a voucher should be displayed clearly and on an equal footing to other options for reimbursement and compensation. If the voucher has not been redeemed at the end of its validity period, the air carrier should automatically reimburse its amount in full.

- (16) Airport managing bodies at airports with an annual passenger traffic volume of not less than four million passengers for at least three consecutive years, and airport essential service providers, in particular air carriers and the suppliers of ground handling services, should cooperate to minimise the impact of multiple flight disruptions on passengers. To this end, airport managing bodies should prepare contingency plans for such occurrences and should elaborate those contingency plans with the Airport User Committee and other airport essential service providers, including special assistance providers for passengers with a disability or with reduced mobility. National enforcement authorities should monitor the compliance of the airport managing body as regard contingency plans. At all other airports, the airport managing body should make all reasonable efforts to coordinate and make arrangements with airport users in situations that could lead to a considerable number of passengers being stranded and to keep the stranded passengers informed.

- (17) Regulation (EC) No 261/2004 should explicitly include the right to compensation for passengers experiencing long delays, in accordance with the judgment of the Court of Justice in joined Cases C-402/07 (*Christopher Sturgeon, Gabriel Sturgeon and Alana Sturgeon v Condor Flugdienst GmbH*) and C-432/07 (*Stefan Böck and Cornelia Lepuschitz v Air France SA*)⁸ ('judgment in Joined cases C-402/07 and C-432/07'), encompassing a three hour threshold for all passengers and targeted provisions for long-haul extra-Union flights incentivising carriers to ensure passengers reach their final destination in a timely manner.

⁸ 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.

- (18) Delays at arrival should be counted from the scheduled time of arrival at the final destination as indicated on the passenger's ticket. This is the case in particular where, for example, an aircraft took off but was subsequently forced to return to the airport of departure and took off again at a later time. In case of rerouting via another mode of transport, the actual time of arrival of the passenger to his or her final destination should be used to calculate the delay at arrival, regardless of the means of transport used. Where a flight is delayed or rescheduled at a later time less than 14 calendar days before the date of departure indicated on the passenger's ticket as issued at the time of booking, the delay at arrival should be counted from the scheduled time of arrival indicated on the passenger's ticket as issued at the time of booking. In cases where the flight has been rescheduled at least 14 calendar days before the date of departure indicated on the passenger's ticket as issued at the time of booking, or, after that time, where the passenger has taken a flight that has been rescheduled at an earlier time, the delay at arrival should be counted from the scheduled time of arrival indicated on the passenger's ticket as issued at the time of rescheduling. Where passengers are rerouted following a disruption, as regard the rerouting flight, delays at arrival should be counted from the scheduled time of arrival indicated on the ticket issued for the rerouting flight.

- (19) Providing for better transparency on the performance of transport services will give customers more information for their own choices. The Flight Emissions Label established pursuant to Article 14 of Regulation (EU) 2023/2405 of the European Parliament and the Council⁹ is at the disposal of air carriers to display, in an easily accessible format, on their websites and on tickets, accurate and objective information regarding the greenhouse gas emissions related to the air services they operate in a comparable way.
- (20) To ensure legal certainty, Regulation (EC) No 261/2004 should explicitly confirm that the changing of flight schedules has a similar impact on passengers to cancellations or delays and should therefore give rise to the same rights.

⁹ 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>).

- (21) Passengers who miss a connecting flight which is part of a journey as a result of a disruption on a previous flight should be properly assisted while waiting for rerouting. In such cases, in accordance with the principle of equal treatment and with the judgment of the Court of Justice in *Case C-11/11 (Air France v. Folkerts)*¹⁰, 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.
- (22) At the time of booking and prior the purchase of the tickets, air carriers, or, where appropriate, the intermediaries, should clearly inform passengers whether their travel plans would be covered by a single air transport contract and of their rights under Regulation (EC) No 261/2004, particularly regarding missed connecting flights.

¹⁰ Judgment of the Court (Grand Chamber) of 26 February 2013, *Air France v Heinz-Gerke Folkerts and Luz-Tereza Folkerts*, *Case C-11/11*, ECLI:EU:C:2013:106.

- (23) 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.

- (24) With a view to facilitating the submission and initiation of compensation requests following a disruption, air carriers should automatically electronically provide the passengers with information on the passengers' compensation rights and clear instructions on how to submit a request.

- (25) 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 air carrier should also propose other options for rerouting, including to an alternative airport, by a different route, on another air carrier's services or on other transport modes where this can speed up rerouting. Alternative rerouting should be dependent upon the availability of seats. That rerouting should be, subject to certain conditions, at the air carrier's expenses and provided under comparable transport conditions.
- (26) 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').

- (27) 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 ticket. 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. Persons with disabilities or persons with reduced mobility should not be subject to any additional connecting flight when rerouted, unless otherwise agreed by the passenger. The total travel time should be as close as reasonably possible to the scheduled travel time of the original flight, taking into account the options available at the airport where the disruption occurred, 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 the operating air carrier provides the passenger with rerouting under comparable transport conditions, the passenger should accept such rerouting. If the operating air carrier provides the passenger with rerouting options which are not under comparable transport conditions, the passenger could refuse such rerouting. The right to rerouting, including self-rerouting, should be maintained. 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.

- (28) In the case of disruption, and where operating air carriers do not meet their obligations of assistance, passengers should be entitled to make their own arrangements. In such cases, operating air carriers should reimburse passengers for expenses that are necessary, reasonable, and proportionate to the duration of the waiting time. In particular, the specific cost of refreshments and meals at the location of the airport should be taken into account. As regards accommodation, the location where the passengers are stranded, whether or not the disruption occurs during a peak-period, and price increase due to last-minute bookings should be taken into account when assessing whether the expenses are necessary, reasonable, and proportionate.

- (29) Where a passenger informed the operating air carrier of his or her choice to continue his or her journey, and if the operating air carrier has not offered within three hours a rerouting under comparable transport conditions, 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. However, the passenger should remain entitled to rerouting by the operating air carrier until the passenger has informed the operating air carrier of his or her decision to arrange his or her own rerouting. When arranging their own rerouting, passengers should limit the expenses to those that are necessary, reasonable and appropriate.

- (30) Assistance could be limited or declined if its provision would itself cause a further delay to passengers awaiting a delayed flight or rerouting. If a flight is delayed late in the evening but can be expected to depart within a short period of time and if dispatching passengers to hotels and bringing them back to the airport in the middle of the night could lead to a much longer delay, the air carrier should be allowed to decline to provide hotel accommodation and corresponding transfers. Similarly, if an air carrier is about to provide food and drinks but is informed that the flight is ready for boarding, it should be allowed to decline to provide this assistance. Apart from these cases, this limitation should be applied only in very exceptional cases, as every effort should be made to reduce the inconvenience suffered by passengers.

- (31) Air carriers should offer assistance to passengers from the scheduled time of departure until the departure of their flight or alternative transportation. Air carriers currently face unlimited liability for the accommodation of their passengers in the case where the extraordinary circumstances persist for a long period of time. This uncertainty linked with the absence of any foreseeable limit in time may risk endangering a carrier's financial stability, with consequential negative effects for passengers in terms of connectivity. An air carrier should therefore be able to limit the provision of accommodation to three nights. Moreover, contingency planning and speedy rerouting should lessen the risk of passengers being stranded for long periods.

- (32) Passengers with specific needs such as persons with disabilities, persons with reduced mobility, unaccompanied minors, infants, pregnant women and, on the basis of medical clearance, persons in need of specific medical assistance, may require specific attention by the operating air carrier if they are not denied boarding for reasons of safety. In particular, it may be more difficult to arrange accommodation for all these categories of passengers when flight disruptions occur. Therefore, any limitations on the right to be provided with accommodation in case of extraordinary circumstances should not apply to these categories of passengers provided that the operating air carrier is made aware of their situation. While air carriers need to be aware of the presence of these passengers on a flight or connecting flight, the creation of any unnecessary or disproportionate notification requirements should be avoided. For infants, the air carrier is systematically made aware with the indication of their date of birth at the time of booking. For unaccompanied minors, the air carrier is necessarily made aware with the conclusion of the agreement for care between the air carrier and the guardian of the minor. In the case of persons with disabilities and persons with reduced mobility, the air carrier is necessarily made aware with the notification pursuant to Article 6 of Regulation 1107/2006. In the absence of such a notification, and for pregnant women, the form and time of making the air carrier aware should take account of their particular situation, which might only be made known by the passenger at the latest when the passenger is informed of the disruption. For passengers in need of specific medical assistance, the air carrier is necessarily made aware when accepting carriage of these persons. Air carriers should ensure that all information necessary for such notifications can be easily transmitted by the passengers.

- (33) 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 Council¹¹ and Regulation (EC) No 261/2004. In that regard, passengers should be able to choose pursuant to which of those two legal acts they introduce their claims and, where appropriate, make claims pursuant to both legal acts. A passenger who has booked air transport as part of a package may make claims pursuant to both legal acts where, for example, the passenger received compensation from the air carrier for a delayed flight, but is entitled to a price reduction or compensation to be granted by the organiser for specific services, such as a hotel night, meals, an excursion or other events, missed as a consequence of the delayed flight. However, passengers should not be allowed to cumulate rights insofar as the relevant compensation or price reduction granted pursuant to both acts safeguards the same interest or have the same objective. If passengers introduce their claim with the air carrier, the air carrier should pay the full amount of the compensation due in accordance with Regulation (EC) No 261/2004. If passengers make a claim pursuant to Directive (EU) 2015/2302, the compensation paid by the air carrier should be deducted from payments due in accordance with Directive (EU) 2015/2302 insofar as the underlying rights safeguard the same interest or have the same objective.

¹¹ 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>).

- (34) The reasons for the current level of delays and cancelled flights in the Union are not attributable solely to air carriers. In order to incentivise all actors in the aviation chain to seek efficient and timely solutions to minimise the inconvenience that delays and cancellations cause to passengers, the right of air carriers to seek redress from any third party which contributed to the event triggering compensation or other obligations should not be restricted by Regulation (EC) No 261/2004.
- (35) Regulation (EC) No 2111/2005 of the European Parliament and of the Council¹² requires the air carriage contractor to inform the passenger of the identity of the operating air carrier and Council Directive 93/13/EEC¹³ 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 operating air carrier. 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.

¹² 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>).

¹³ 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>).

- (36) 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.
- (37) 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.
- (38) 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.

- (39) 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 in accordance with Regulation (EC) No 261/2004, in a clear and accessible manner.
- (40) Having regard to the United Nations Convention on the Rights of Persons with Disabilities¹⁴, 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. Air carriers should inform passengers of the possibility to make such a declaration and of the related rights at the time of booking.

¹⁴ OJ L 23, 27.1.2010, p. 37, ELI: [http://data.europa.eu/eli/dec/2010/48\(1\)/oj](http://data.europa.eu/eli/dec/2010/48(1)/oj).

- (41) Persons with disabilities and persons 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.
- (42) 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. 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.

- (43) Without impinging on the possibility for air carriers and intermediaries to offer air fares which do not include a piece of hand baggage, it is appropriate to raise consumer awareness and price transparency with the objective to enhance the level-playing field across the Union. To that extent, passengers should be able to compare air fares including hand baggage (a trolley bag), more easily. An obligation for air carriers, intermediaries and meta search engines to always display by default the air fare including hand baggage should be introduced.
- (44) 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 a streamlined process and preventing any additional burden or miscommunication for passengers.

- (45) Passengers should be informed at booking 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, pursuant to Article 22 of Regulation (EC) No 1008/2008 of the European Parliament and of the Council¹⁵, 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, subject to the capacity of the aircraft cabin, provided that it complies with applicable operational, 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, the feasibility of setting up uniform minimal rules for hand baggage should be assessed.

¹⁵ 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>).

- (46) Appropriate provision should be made for passengers who choose to use a self-printed version of a digitally issued boarding pass or to request a printed copy from the operating air carrier after check-in.

- (47) Musical instruments can be of immense monetary, artistic and historical value. Moreover, musical instruments are the tools of musicians' trade used regularly for rehearsal and performance and cannot be easily replaced. Therefore, passengers should be entitled to carry musical instruments into the cabin under their own responsibility, provided those instruments respect capacity, safety and security rules and the air carrier's maximum baggage allowance policy. When capacity, safety and security requirements are fulfilled, the air carrier should endeavour to allow passengers to carry musical instruments on additional seats, provided that the corresponding fares have been paid. In such a case, the passengers and musical instruments should be seated on adjacent seats, and the musical instrument seated on a window seat. 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.

- (48) 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. At airports with commercial passenger traffic, airport managing bodies should also provide passengers with a common form at their baggage delivery areas. The Commission should adopt implementing acts to establish the template for the common form, which should allow the passenger to immediately file a complaint about damaged, delayed or lost baggage.

- (49) Insurance matters are regulated by Regulation (EC) No 785/2004 of the European Parliament and of the Council¹⁶ and Regulation (EC) No 1008/2008 of the European Parliament and of the Council.
- (50) 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.
- (51) 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 five 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.

¹⁶ Regulation (EC) No 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators (OJ L 138, 30.4.2004, p. 1, ELI: <http://data.europa.eu/eli/reg/2004/785/oj>).

- (52) 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.
- (53) 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 operated between points in Greenland should not be covered by the obligations regarding compensation, including where such flights form part of a journey to or from the territory of a Member State to which the Treaties apply.
- (54) This Regulation is without prejudice to the position of the Kingdom of Spain in its dispute with the United Kingdom of Great Britain and Northern Ireland with regard to sovereignty over the isthmus in which the airport of Gibraltar is situated. Nothing in this Regulation precludes its future application to that airport under the terms of an Agreement in respect of Gibraltar between the European Union and the United Kingdom, reached with the prior agreement of the Kingdom of Spain. In the event that the aforementioned Agreement was terminated this Regulation should only apply to the airport located in the isthmus of Gibraltar after a settlement of that dispute such that the Kingdom of Spain came to be in a position to ensure application of this Regulation to that airport.

- (55) In order to ensure uniform conditions for the implementation of Regulation (EC) No 261/2004 in respect of the design, content and template of the Union air passenger label and practical modalities of reimbursement by the airport managing body to the operating air carrier, implementing powers should be conferred on the Commission. Those powers should be exercised in accordance with Regulation (EU) No 182/2011 of the European Parliament and of the Council¹⁷.
- (56) In order to ensure uniform conditions for the implementation of Regulation (EC) No 2027/94 in respect of the template for common form and the model form of the special declaration of interest, implementing powers should be conferred on the Commission. Those powers should be exercised in accordance with Regulation (EU) No 182/2011.

¹⁷ Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by Member States of the Commission's exercise of implementing powers (OJ L 55, 28.2.2011, p. 13, ELI: <http://data.europa.eu/eli/reg/2011/182/oj>).

- (57) 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 managing body" means an airport managing body as defined in Article 2, point (2), of Directive 2009/12/EC of the European Parliament and of the Council**;
- (d) “organiser” means an organiser 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;

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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 2009/12/EC of the European Parliament and of the Council of 11 March 2009 on airport charges (OJ L 70, 14.3.2009, p. 11, ELI: <http://data.europa.eu/eli/dir/2009/12/oj>);
- *** Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1, ELI: <http://data.europa.eu/eli/dir/2015/2302/oj>).;

(b) point (g) is deleted;

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

- ‘(h) “final destination” means the destination of the flight or of the last connecting flight on a journey;
- (i) “person with disabilities” or “person with reduced mobility” means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers;

- (j) “denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding in accordance with 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 in accordance with 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 concluded, 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, 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;’
- (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 scheduled time of departure indicated on the passenger’s ticket as issued at the time of booking and the actual time of departure of the flight, except where:
- (i) a flight has been rescheduled at least 14 calendar days before the date of departure indicated on the passenger's ticket as issued at the time of booking, or, after that time, has been rescheduled at an earlier time, the difference in time between the scheduled time of departure indicated on the passenger’s ticket as issued at the time of rescheduling and the actual time of departure of the rescheduled flight;
 - (ii) where passengers are rerouted following a disruption, as concerns the rerouting flight, the time difference between the scheduled time of departure indicated on the tickets issued for the rerouting flight and the actual time of departure of the rerouting flight;

- (o) “delay at arrival” means the difference in time between the scheduled time of arrival indicated on the passenger’s ticket as issued at the time of booking and the actual time of arrival of the flight, except where:
- (i) where a flight has been rescheduled at least 14 calendar days before the date of departure indicated on the passenger's ticket as issued at the time of booking, or, after that time, where the passenger has taken a flight that has been rescheduled at an earlier time, the difference in time between the scheduled time of arrival indicated on the passenger’s ticket as issued at the time of rescheduling and the actual time of arrival of the rescheduled flight,
 - (ii) where passengers are rerouted following a disruption, as regard the rerouting flight, the time difference between the scheduled time of arrival indicated on the tickets issued for the rerouting flight and the actual time of arrival of the rerouting flight;

- (p) “class of transport” means a part of the passenger cabin of the aircraft characterised either by a specific code indicated in the air transport contract or a combination of different seats, a different seat configuration and other differences in the service, such as specific catering, 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 or passengers, for the provision of one or more flights;
- (r) “extraordinary circumstances” means 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 the air carrier's actual control;

- (s) “flight” means an air transport operation operated by a single aircraft between two airports as specified on the ticket through a predetermined itinerary, a schedule and a single identification number, regardless of whether there are intermediate stops exclusively for technical and operational purposes;
- (t) “connecting flight” means a flight which, as part of a journey, is intended to enable the passenger to depart from the initial point of departure and to arrive at a transfer point in order to depart on another flight, or is intended to enable the passenger to depart from a transfer point to enable the passenger to reach another transfer point or the passenger’s final destination;
- (u) “stopover” means an intentional interruption by a passenger of a journey under a single air transport contract, agreed to in advance by the air carrier or its authorised agent, between the initial point of departure and the final destination, 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, often including 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 minor" means a person below the age of 18 years as of the date of departure of the flight or first connecting flight under an air transport contract and travelling without an adult guardian, and where the air carrier has accepted responsibility for the care of that person 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.
- (zfa) “personal item” means a piece of unchecked baggage, which complies with security and safety requirements, and either with maximum dimensions of 40x30x15cm or on condition that it fits under the seat in front of the seat in which the passenger is sitting;
- (zfb) “hand baggage” means a piece of unchecked baggage which is not a personal item and which complies with security and safety requirements.

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

(3) Article 3 is replaced by the following:

‘Article 3

Scope

1. This Regulation shall apply:

- (a) to passengers departing from an airport located in the territory of a Member State to which the Treaties apply;
- (b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaties apply, unless they received benefits, compensation and assistance in that third country that are equivalent and correspond to the purpose of this Regulation, 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, except for:
- a) passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or intermediary, to whom the Regulation shall fully apply, and
 - b) infants travelling free of charge or at a reduced fare not available, directly or indirectly, to the public, and to persons travelling free of charge or at a reduced fare not available, directly or indirectly, to the public on account of accompanying a person with disabilities or person with reduced mobility in accordance with the conditions referred to in Article 4(2) of Regulation 1107/2006, to whom this Regulation shall apply with the exception of Article 7.

4. Without prejudice to Article 8(2), point (d), this Regulation shall only apply to passengers transported by motorised fixed wing aircraft.
5. Unless otherwise specified, the operating air carrier shall be responsible for meeting the obligations pursuant to this Regulation.
6. Without prejudice to Article 12 of this Regulation, this Regulation shall also apply to passengers transported on a flight covered by a package travel contract as defined in Article 3, point (3), of Directive (EU) 2015/2302, unless that package travel contract is terminated or its performance is affected for reasons other than a disruption of that flight.
7. Article 7 of this Regulation shall not apply, if the disruption occurs on a connecting flight that both departs from and arrives at an airport in Greenland.’

(3a) The following article is inserted:

‘Article 3a

Union Air Passenger Rights Label

1. A voluntary ‘Union Air Passenger Rights Label’ (‘label’) is hereby established.
2. The label shall enable passengers to be quickly informed of the application of this Regulation (EC) No 261/2004 to a journey in order to facilitate comparison and choice between ticket offers.
3. Air carriers or intermediaries, when offering tickets to passengers for journeys within the scope of this Regulation performed by Union air carriers, may use the label.
4. The use of the label by an air carrier or intermediary shall be on a voluntary basis, except where an operating air carrier obliges to use the label on the basis of a commercial agreement.
5. The label shall only be displayed during sales and marketing activities next to or directly connected to a journey within the scope of this Regulation performed by a Union air carrier. When displaying multiple journey offers, it shall be clear to which journey the label applies.

6. Any false or misleading advertising or use of any label or logo which leads to confusion with the label shall be prohibited.
7. The Commission shall promote the use of the label by air carriers or intermediaries.
8. In order to ensure the uniform implementation of this Article, the Commission shall adopt by one year from entry into force implementing acts laying down detailed provisions concerning the design, content and template of the label made available pursuant to this Article.

Those implementing acts shall be adopted in accordance with the advisory procedure referred to in Article 16ac(2).'

- (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 air carrier, or the intermediary, or, if no boarding time is indicated, not later than 45 minutes before the time of departure indicated on the passenger’s ticket. This Article shall also apply to passengers who do not present themselves for boarding when they were informed in advance that they will be denied boarding against their will.

2. When an operating air carrier reasonably expects to deny boarding on a flight, it shall immediately inform the passengers concerned. The operating air carrier shall, at the same time, specify to the passengers concerned their specific rights pursuant to this Regulation applicable to the case, in particular as regards the right to compensation under Article 7, the right to reimbursement or rerouting in accordance with Article 8, and the right to assistance in accordance with Article 9.

The operating air carrier shall call for volunteers under conditions to be agreed between each volunteer and the operating air carrier. The operating air carrier shall inform the volunteers of their rights in accordance with this Regulation. 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 on a durable medium. In absence of such an approval, the volunteer shall be, without undue delay and at the latest within seven calendar days of the denied boarding, compensated by the operating air carrier denying boarding in accordance with Article 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 provide the passengers concerned with the information on the handling of complaints in accordance with Article 15a.

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

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

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

- 5a. Passengers shall not be denied boarding and shall not be charged any fee on the inbound journey, including one which consists of connecting flights, on the grounds that they did not take the outbound journey under the same air transport contract.'

(5) Article 5 is replaced by the following:

‘Article 5

Cancellation

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

The operating air carrier shall, without undue delay, specify to the passengers concerned the reason for the cancellation.

2. The operating air carrier of the cancelled flight shall, without undue delay, offer the passengers concerned 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, upon request, compensation from the operating air carrier of the cancelled flight in accordance with Articles 7(1) and 7(3).
6. The right to receive 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 or if they are informed of the cancellation less than 14 days before the scheduled time of departure and are offered rerouting, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival. 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.

- 6a The right to receive reimbursement and rerouting under paragraph 2 and compensation under paragraph 4 shall not apply where the aircraft took off but diverted to an airport other than the airport of arrival indicated on the ticket, if 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, under the condition that the delay at arrival at the airport of arrival indicated on the ticket does not exceed three hours. For this purpose, the burden of proof for the time of arrival, by alternative means of transport, at the airport of arrival indicated on the ticket shall lay with the operating air carrier.

The first sub-paragraph shall not apply in cases where passengers with special needs referred to in Article 11(2) or any persons accompanying those passengers are either denied reservation of, ticket to, or embarkation upon the alternative means of transport on the grounds of any applicable safety requirement or physical impossibility of embarkation, or are unable to use that transport service due to unavailability of assistance. The operating air carrier shall make reasonable efforts to enable such passengers access to alternative means of transport within the meaning of the previous subparagraph. The delay in arrival at the airport of arrival indicated on the ticket shall be calculated based on the time of arrival of the transport service which was provided by the operating air carrier and which passengers with special needs or, if applicable, any persons accompanying them, actually took or could take in order to reach that airport.’

(6) Article 6 is replaced by the following:

‘Article 6

Delay

1. When an operating air carrier expects a flight to be delayed at departure or at arrival, 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 Article 15a.

The operating air carrier shall, without undue delay, specify to the passengers concerned the reasons for the delay at departure or at arrival of the flight.

2. The operating air carrier shall offer assistance to the passengers concerned in accordance with Article 9.
3. When the delay at departure reaches five hours, the operating air carrier shall, without undue delay, offer the passengers concerned reimbursement in accordance with Article 8(1), second subparagraph, point (a).
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 three hours'

(7) the following articles are inserted:

‘Article 6a

Tarmac delay

1. In the event of a 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 drinking water free of charge on board.

3. Where a tarmac delay reaches two hours in an airport with commercial passenger traffic situated in a territory of a Member State to which the Treaties apply, the aircraft shall proceed to the gate or to another suitable disembarkation point where passengers shall be allowed to disembark. Beyond that deadline, a tarmac delay can only be prolonged if there are safety, immigration, air traffic control or security-related reasons why the aircraft cannot leave its position on the tarmac.
4. Passengers disembarked in accordance with paragraph 3 shall be entitled to the rights provided for pursuant to Article 6 and, where applicable, Article 11, taking into account the tarmac delay and the time of departure indicated on the passenger's ticket.

Article 6b

Missed connecting flight during journeys performed pursuant to a single air transport contract

1. Where a passenger misses a connecting flight during a journey as a result of a disruption to the preceding flight, the operating air carrier of the preceding flight shall be responsible for rerouting the passenger in accordance with Article 8(1), first subparagraph, point (b), and for providing assistance in accordance with Article 9.
2. Where the operating air carrier cannot reroute the passenger within five hours from the time of departure indicated on the passenger's ticket of the missed connecting flight, the operating air carrier shall, without undue delay, also offer the passengers concerned reimbursement in accordance with Article 8(1), first subparagraph, point (a).

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 three hours.

By way of derogation from the definition of delay at arrival, in case of missed connecting flights, the delay at arrival shall be calculated from the time of arrival at the final destination, as indicated on the passenger's ticket prior the missed connecting flight.

Article 6c

Extraordinary circumstances

1. For the purpose of this Regulation, extraordinary circumstances include, but are not limited to the list of extraordinary circumstances set out in the Annex.

- 1a. An operating air carrier shall be obliged to pay compensation in accordance with Article 7, unless it can prove that the cancellation, delay or missed connecting flight was caused by extraordinary circumstances and it could not have been avoided even if the air carrier had taken all reasonable measures. Extraordinary circumstances may only be invoked provided that there is a direct causal link between the occurrence of that circumstance and the disruption of the flight. The burden of proof regarding the existence of that direct causal link and that the air carrier has taken all reasonable measures to avoid the disruption shall rest with the operating air carrier.’

(8) Article 7 is replaced by the following:

‘Article 7

Right to compensation

1. Where reference is made to this Article, passengers shall receive compensation amounting to:
 - (a) EUR 250 for journeys of 1 500 kilometres or less;
 - (b) EUR 400 for all intra-Union journeys of more than 1 500 kilometres, and for all other journeys between 1500 kilometres and 3 500 kilometres;
 - (c) EUR 600 for all journeys not falling under points (a) or (b);
2. In the case of journeys not falling under paragraph 1, points (a) or (b), operating air carriers may reduce the compensation provided for in paragraph 1 by 50%
 - where passengers are offered rerouting at a later time to their final destination on an alternative flight pursuant to Article 8(1), first subparagraph, point (b)

- or in case of delays at arrival of the journey originally booked,

if the arrival time does not exceed the scheduled arrival time of the journey originally booked by four hours.

2c. In the case of a rerouting in accordance with Article 8(1), first subparagraph, point (b), after a cancellation, where the rerouted journey is scheduled to depart more than one hour before the scheduled departure time of the original journey or flight, the operating air carrier may reduce the compensation provided for in article 5:

(a) by 50% if the scheduled time of departure is brought forward by less than two hours and the passenger has taken the flight;

- (b) by 25% if the scheduled time of departure is brought forward by less than three hours and the passenger has taken the flight.
- 2a. Where a passenger may have a right to compensation in accordance with Article 5(4), Article 6(4), or Article 6b(3), the operating air carrier shall, within 96 hours of the termination of the journey, electronically provide the passenger, on a durable medium, with information on the passenger's compensation rights, and clear instructions on how to submit a request for compensation.
- 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 final destination shall be taken into consideration. Those distances shall be measured by the great circle route method.

4. Where the passengers have chosen to continue their journey pursuant to Article 8(1), first subparagraph, points (a), (b) or (c), and a further disruption occurs during rerouting, the passengers shall retain their right to receive any further compensation during rerouting to their initial point of departure or to their final destination.
- 4a. The compensation shall be paid by electronic bank transfer or, if explicitly agreed by the passenger on a durable medium, by other means.
- 4b. The burden of proof in establishing when and how the passenger accepted the agreement concerning the form of payment of compensation set out in paragraph 4a shall rest with the operating air carrier.

5. Requests for compensation under this Article shall be submitted by the passenger within nine months of the actual date of departure indicated on the passenger's ticket. Where a request is submitted by a third party on behalf of passengers, the operating air carrier may require evidence of a valid mandate to act. Operating air carriers shall immediately acknowledge receipt of the request on a durable medium. Within 30 calendar days of the reception 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 which case a reference to the handling of complaints under Articles 15a must be provided. If, under the conditions set out in Article 6c(1a), the operating air carrier invokes an extraordinary circumstance, it shall specify which extraordinary circumstance listed in Annex I it invokes and, if it invokes an event which is not on that list, it shall specify what event it invokes and the reasons why it should be considered an extraordinary circumstance. Whenever the operating air carrier invokes an extraordinary circumstance, it shall provide a clear and substantiated explanation, including a concise explanation on how the extraordinary circumstance invoked meets the conditions on direct causal link and all reasonable measures set out in Article 6c(1a).

Where the operating air carrier does not pay the requested compensation, the passenger may submit a complaint in accordance with Article 15a.'

(9) Article 8 is replaced by the following:

‘Article 8

Right to reimbursement or rerouting

1. In the case of a disruption, the operating air carrier shall, without undue delay and under the conditions defined in Articles 4, 5, 6, or 6b and in this Article, offer the passengers a choice between the following options, to be provided free of charge:
 - (a) automatic reimbursement within seven calendar days from the passenger’s request, by electronic bank transfer or, if explicitly agreed by the passenger on a durable medium, by other means, of the full price of the tickets and the intermediation fees, where applicable, 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, under comparable transport conditions, the passenger to his or her final destination at the earliest opportunity after the time of departure indicated on the passenger's ticket or, in agreement with the passenger, before that time; or
- (c) rerouting, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to the availability of seats.

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

2. In order for the passenger to reach his or her destination as determined pursuant to paragraph 1, point (b), at the earliest opportunity and with a total travel time as close as reasonably possible to the scheduled total travel time of the original flight, the operating air carrier shall, subject to availability, offer at least one of the following alternative options for the passenger's consideration, and explicit agreement 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 between the same airport of departure and of arrival as stated in the air transport contract;
- (ba) rerouting to or from alternative airport to the airport stated in the air transport contract, in which case, the operating air carrier shall bear the cost of transferring the passenger between the airport stated in the air transport contract and the alternative airport;
- (c) the use of services operated by another air carrier; or
- (d) where appropriate for the distance to be travelled, the use of another mode of transport.

In the event of rerouting via another mode of transport or with another air carrier, the operating air carrier shall remain responsible for information, assistance and rerouting only until the departure of that rerouting service. The operating air carrier shall remain responsible for compensation for delay at arrival at the final destination in accordance with Article 7. The carrier operating the rerouting service shall be responsible for all other rights connected to that service in accordance with the applicable Union law on passenger rights for that mode of transport.

3. Where a passenger informed the operating air carrier of his or her choice to continue his or her journey in accordance with paragraph 1, point (b) and paragraph 4, and if the operating air carrier has not offered within three hours, rerouting under comparable transport conditions, the passenger may arrange his or her own rerouting in accordance with paragraph 2. If the passenger chooses to arrange his or her own rerouting, the passenger shall inform the operating air carrier accordingly. The passenger shall have the right to refuse rerouting options if those rerouting options are not under comparable transport conditions, and, in such case, shall maintain his or her rights to assistance in accordance with Article 9 while waiting for the rerouting.

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 price of the ticket or tickets and the intermediation fees, where applicable, incurred by the passenger within 14 calendar days of the submission of the request. Where the airport managing body activates its contingency plan, that deadline may be extended to 30 calendar days.

- 3a. Without prejudice to the other provisions of this Article, where a passenger organises a stopover, he or she shall have the additional right to refuse rerouting options, if those rerouting options omit that stopover.

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.

- 4a. The operating air carrier shall, at the passenger's request, provide the information pursuant to this Article in a paper form. The operating air carrier shall ensure that the choice made by the passenger pursuant to this Article is explicitly confirmed on a durable medium.

4aa. The options under paragraph 1 shall be clearly displayed, without being subject to pre-selection, default settings or additional procedural burdens which favour one option.’

(9a) Article 8a is inserted:

‘Article 8a

Vouchers

1. Where a passenger is entitled to reimbursement in accordance with Article 8(1) first subparagraph, point (a), or Article 10(2), or compensation in accordance with Article 7, the operating air carrier may offer the passenger the choice of a voucher of a value corresponding to at least the amount of the reimbursement or to the compensation due.
2. The passenger shall not be obliged to accept a voucher instead of payment. Acceptance shall be valid only if the passenger has given explicit consent on a durable medium. All options under Article 8(1), first subparagraph, point (a), and Article 7(4a) shall be clearly displayed, without being subject to pre-selection, default settings or additional procedural burdens which favour one option.

3. Before the passenger exercises the choice referred to in paragraph 1, the operating air carrier shall inform the passenger clearly on a durable medium, of the information set out in paragraphs 2, 4 to 6.
4. A voucher shall:
 - (a) have a maximum validity period of 12 months from the date of the passenger's acceptance; that validity period may be extended once only, for an additional maximum period of 12 months, provided that both parties explicitly agree on a durable medium to that extension;
 - (b) be useable in full or in part for any services of the air carrier during its validity period including services booked during the validity of the voucher but performed after the expiry date;
 - (c) be issued on a durable medium and clearly state its value, validity period and the conditions of use; if the value is higher than the payment to which the passenger is entitled under Article 7, Article 10(2) or Article 8(1), first subparagraph, point (a), the voucher shall indicate this.

5. The parties may agree to a full or partial payment at any time before the voucher is redeemed or expires despite the initial choice by the passenger of a voucher.
6. The air carrier shall automatically reimburse the amount of the voucher concerned to the passenger without undue delay and, in any event, at the latest within seven calendar days:
 - (a) after the end of its validity period, if the voucher has not been redeemed; this also applies to any remaining amount of the voucher concerned in the case of previous partial redemption;
 - (b) when, before the validity period of a voucher expires, the parties agree on such reimbursement; or
 - (c) in the case of death of the passenger concerned, following the request of the person handling the deceased passenger's affairs on presentation of appropriate supporting documentation on a durable medium.'

(10) Article 9 is replaced by the following:

‘Article 9

Right to assistance

1. Where reference is made to this Article, passengers shall be offered, free of charge, the following:

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

The operating air carrier may limit or decline the assistance provided pursuant to 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 pursuant to paragraph 1, points (a) and (b) and paragraph 2. The vouchers provided in accordance with paragraph 1 shall be able to be used in all shops providing food and refreshments at the airport where the passengers concerned are stranded, on board their flight, and, as appropriate, at the accommodation provided pursuant to paragraph 2, point (a). A voucher provided in accordance with paragraph 2, point (a) can only be issued if the operating air carrier has pre-booked a room for the passenger concerned.
- 4. Where the operating air carrier does not meet its obligations pursuant to 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 with commercial passenger traffic, the airport managing body shall put in place arrangements to ensure that drinking water and recharging stations for electronic devices can be made available, free of charge, regardless of the time of day, flight or terminal.
6. If the disruption is caused by extraordinary circumstances and the disruption could not have been avoided even if the air carrier had taken all reasonable measures, the air carrier may limit the accommodation provided in accordance with paragraph 2, point (a) to a maximum of three nights.
7. Where a passenger opts for reimbursement pursuant to Article 8(1), first subparagraph, point (a), while being at the initial point of departure, or opts for rerouting at a later date pursuant to Article 8(1), first subparagraph, point (c), the passenger shall have no further rights with regard to assistance pursuant to 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, within 14 calendar days of the downgrading, provide the passenger with an automatic reimbursement at least equivalent to:
 - (a) 30 % of the flight price for flights of 1 500 kilometres or less, or
 - (b) 50 % of the flight price 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 flight price for all flights not falling under points (a) or (b), including flights between the European territory of the Member States and the French outermost regions.
- 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 ancillary services, such as specific seating or catering, which are independent from the class of transport and are sold separately.'

(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 four million passengers for at least three consecutive years, 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 and assistance 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, including special assistance providers for passengers with a disability or with reduced mobility. The contingency plan shall be set up with the participation of the relevant authorities, where appropriate. 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 designated pursuant to Article 16 of this Regulation. The national enforcement body shall monitor the compliance of the airport managing body with the requirements of this Article.
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 pursuant to paragraph 5, the airport managing body shall make all reasonable efforts to coordinate airport users and to make arrangements with airport users to inform stranded passengers in the case of multiple cancellations, of multiple delays of flights, or both, leading to a considerable number of passengers being stranded at the airport.

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

(13) Article 11 is replaced by the following:

‘Article 11

Passengers with specific needs

- 1. The rights of persons with disabilities and persons with reduced mobility laid down in this Article shall be without prejudice to the rights they enjoy in accordance with Regulation (EC) No 1107/2006.
1. All information provided to passengers in accordance with this Regulation shall be provided in an accessible format.
2. This Article shall apply to persons with disabilities, persons with reduced mobility, and pregnant women, provided that the operating air carrier has been informed of their particular needs for assistance, if possible at booking or at check-in, and at the latest when the passenger is informed of a disruption pursuant to Article 4(2), Article 5(1) and Article 6(1) or misses a connecting flight pursuant to Article 6b(1), as well as to infants and unaccompanied minors. It shall also apply to persons in need of specific medical assistance on the basis of medical clearance, if they are not denied boarding for reasons of safety.

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

3. Any person accompanying the persons referred to in paragraph 2 or accompanying a child, under the same air transport contract, shall be offered by the air carrier, free of charge, the possibility of being seated in a seat adjacent to that person or child. Where adjacent seats are unavailable, the air carrier shall endeavour to assist the accompanying person or persons to find adjacent seats.
4. At boarding, operating air carriers shall give priority to persons referred to in paragraph 2 and to any person or recognised assistance dogs accompanying them, as well as to children in a pram or a pushchair with their accompanying person.

- 4a. Operating air carriers shall ensure, at no additional cost, that infants and children in need of a pram or a pushchair can be transported in a pram or a pushchair, up to the boarding gate or aircraft door, and that this pram or pushchair is returned to them at the aircraft door, unless there are safety, security, capacity or operational constraints.
- 4b. Where the airport managing body does not fulfil its obligations under Articles 7 and 8 of Regulation 1107/2006 and, as a result, persons with disabilities and persons with reduced mobility miss their flight, the operating air carrier shall be responsible for compensation, rerouting and assistance of those passengers in accordance with Articles 7, 8 and 9 of this Regulation. The operating air carrier shall also provide this rerouting and assistance to their accompanying person in accordance with the conditions referred to in Article 4(2) of Regulation 1107/2006.

The airport managing body shall reimburse the operating air carrier for the costs incurred by that carrier in accordance with subparagraph 1. By the date of application of this Regulation, the Commission shall adopt an implementing act in accordance with the examination procedure referred to in Article 16ac(3) laying down the practical modalities for this reimbursement. This implementing act shall not undermine the air carrier's responsibilities in relation to the compensation, rerouting and assistance of passengers under this paragraph.

- 4e. Where the air carrier, or its authorised agent, concludes a contract with a person acting on behalf of unaccompanied minors with a view to providing those minors with specific assistance for their journey, and, as a result of a failure to provide specific assistance, those minors miss their flight, the operating air carriers shall be responsible for compensation, rerouting and assistance to those minors in accordance with Articles 7, 8 and 9 of this Regulation.

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

Personal item and hand baggage

1. Without prejudice to Regulation (EC) No 1107/2006, air carriers shall permit passengers to carry a personal item in the cabin and at no extra cost.

Without prejudice to Regulation (EC) No 1107/2006, air carriers shall, subject to the capacity of the aircraft cabin, permit passengers to carry a piece of hand baggage in the cabin.

Whenever air fares are offered or published, air fares including allowance for a piece of hand baggage shall be displayed by default before the start of any booking process.

This paragraph shall not prevent air carriers or intermediaries from offering commercially differentiated offers to passengers who voluntarily choose to travel without hand baggage.

2. 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 or a piece of hand baggage referred to in paragraph 1, the air carrier may require at check-in or at gate, as appropriate, that unchecked baggage be carried in the hold of the aircraft, but at no further cost to the passenger.

3. 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.
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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);

Article 11b

Boarding passes

1. Passengers shall not be denied boarding on the grounds that they used their own printed version of a digitally issued boarding pass on condition that it is printed in a clear and machine readable way. Passengers shall not be denied boarding on the grounds that they did not pay an additional charge for using their own printed version of a digitally issued boarding pass.

Where air carriers provide for digital boarding passes, passengers shall be able to obtain their boarding passes digitally, upon check-in, without any further request and shall not be obliged to have a user account or a specific application to obtain and print their boarding passes.

Air carriers may not impose an additional charge for providing the passenger with a printed version of a boarding pass if the passenger has already checked in.’

(14) Article 12 is replaced by the following:

‘Article 12

Further rights

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

The compensation granted in accordance with Article 7 or reimbursement granted in accordance with Article 10(2) of this Regulation shall be deducted from compensation or price reduction granted in accordance with 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 in accordance with other legal acts such as Directive (EU) 2015/2302 shall be deducted from compensation granted in accordance with Article 7 or reimbursement granted in accordance with 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), first subparagraph, 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 in accordance with 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 in accordance with the conditions set out in Article 4(2).

3. When compensation or a reimbursement has already been paid to the passenger in accordance with 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 in accordance with this Regulation.;

(14a) the following article is inserted:

'Article 12a

Correction of names

1. The operating air carrier shall, upon receipt of a request submitted at the latest 48 hours before the scheduled time of departure, correct spelling mistakes in a passenger's name or update a passenger's name in the case of an administrative change. Such a correction or update shall be made free of charge at least once and shall not constitute grounds for denied boarding in accordance with Article 4.

2. The request referred to in paragraph 1 may be submitted by:
 - (a) a passenger in relation to that passenger's name and name of any passenger whose ticket is part of the same air transport contract as the ticket of the passenger submitting the request;
 - (b) an intermediary in relation to the name of a passenger in respect of whom the intermediary has made the booking.
3. Any correction or update made pursuant to paragraph 1 may not constitute a transfer of ticket from the passenger to another person.'

(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 pursuant to this Regulation, no provision of this Regulation or of national law may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the applicable Union or national law. 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 concluded a contract.’

(16) Article 14 is replaced by the following:

‘Article 14

Obligations to inform passengers

1. The operating air carrier and the intermediary shall include on its website and mobile application an information notice specifying rights under this Regulation, including information on the complaint handling process. In order to comply with this requirement, the operating 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.
2. When offering tickets for a flight or connecting flights and prior to the purchase of the tickets of such flights, 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 complaint handling and on the reimbursement processes;
- (c) the deadline and the procedure by which passenger can request a correction of name as specified in Article 12a;
- (d) the terms and conditions of the air transport contract;
- (da) the procedure for retrieving forgotten personal items or hand baggage in the cabin; this information shall include electronic contact details, applicable forms, and any other pertinent details necessary for the passenger to initiate a request; and

- (db) the contact details for help and assistance in case of disruption.
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 clearly stated and provided on a durable medium when selling the tickets.
 4. The airport managing body, or where relevant the operating air carrier, shall ensure that at the check-in desks (including at self-service check-in machines) and at the boarding gate, the following text is displayed in a clear manner: “If you are denied boarding or if your flight is cancelled or delayed for at least two hours at departure, or of more than three 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 shall also ensure that at the check-in desks, next to the text, a QR code or any other digital 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. Following the purchase of the tickets, the operating air carriers shall without undue delay provide passengers with the information provided for in paragraph 2 on a durable medium.
- 4e. Air carriers and intermediaries, where relevant, shall provide the information pursuant to this Article in the language of the air transport contract and a in language that is used internationally.
- 4f. The information for, the correspondence or the exchange of forms or documents with passengers under this Regulation, including communication under Article 7(2a) and offers for choices or agreements under Articles 4, 5, 6b, 7, 8, 8a of this Regulation shall be easily available and provided in a clear and unambiguous manner. Where information, correspondence, forms or documents are provided by electronic means, air carriers and intermediaries shall provide them on a durable medium, including the date and time.

For these purposes, air carriers and intermediaries shall ensure that a passenger is not obliged to have a user account or a specific application as a precondition for accessing or receiving information, correspondence, forms or documents under this Regulation, including boarding passes, but excluding information and documents relating to matters such as frequent flyer programmes or other commercial programmes by an air carrier or intermediary.

The burden of proof concerning the questions as to whether and when they have provided the necessary information, correspondence, forms or documents including as regards the communication under Article 7(2a) and boarding passes or offers for choices or agreements under Articles 4, 5, 6b, 7, 8, 8a of this Regulation to passengers shall rest with air carriers and intermediaries.

For the purpose of this Regulation, all means of communication shall enable the passenger to contact air carriers and intermediaries quickly, free of charge and to communicate effectively.’

(17) the following article is inserted:

‘Article 15a

Complaint to the air carrier or the intermediary

1. Each air carrier and intermediary shall set up a complaint-handling mechanism for the rights and obligations covered by this Regulation in their respective fields of responsibility.
2. Passengers may submit a complaint to any air carriers or intermediaries regarding their respective fields of responsibility by means of the mechanism referred to in paragraph 1. Such a complaint shall be submitted within 12 months from the date on which the flight was performed or was scheduled to be performed, or three months after submitting a request for compensation, whichever is the later.

Within seven working days of receiving the complaint, the addressee shall confirm receipt of the complaint to the passenger. Within one month of receiving the complaint, the addressee shall either provide a reasoned reply or, in duly justified cases, inform the passenger that they will receive a final reply within a period of less than two months from the date of receipt of the complaint.

The final reply shall also contain the relevant contact details of the body or bodies responsible for the handling of complaints pursuant to this Regulation. This obligation may be fulfilled by referring the passenger to the list of complaint-handling bodies made available by the Commission.

- 2a. The burden of proof with regard to the provision of the requisite information to passengers shall rest with the air carrier and the intermediary.’

(19) the following Article is inserted:

‘Article 16ac

Committee procedure

1. The Commission shall be assisted by a committee. That committee shall be a committee within the meaning of Regulation (EU) No 182/2011 of the European Parliament and of the Council *.
2. Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.
3. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 of the European Parliament and of the Council¹ shall apply.

Where the committee delivers no opinion, the Commission shall not adopt the draft implementing act and the third subparagraph of Article 5(4) of Regulation (EU) No 182/2011 shall apply.

* Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by Member States of the Commission’s exercise of implementing powers (OJ L 55, 28.2.2011, p. 13), ELI: <http://data.europa.eu/eli/reg/2011/182/oj>.’

(20) Article 17 is replaced by the following:

‘Article 17

Review and report

1. By ... [five 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 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 years preceding each report.

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

2. By ... [five 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 thresholds, the amounts set out in this Regulation, 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 ... [five 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;

- (c) the feasibility of further automation of requests for or payments of compensation for delays.

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

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

Article 2

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

- (1) in Article 2, paragraph 1 is amended as follows:

- (a) point (b) is replaced by the following:

‘(b) “Union air carrier” shall mean an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Regulation (EC) No 1008/2008 of the European Parliament and of the Council*;

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

(b) the followings points are added:

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

- (k) “intermediary” means any natural or legal person, other than an air carrier, which is acting, for purposes relating to their trade, business or profession, on behalf of an air carrier or a passenger for the conclusion of a transport contract.

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

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

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

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

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

2. The obligation of insurance set out in Article 6 of Regulation (EC) No 785/2004 of the European Parliament and of the Council* and Article 11 of Regulation (EC) No 1008/2008 as far as it relates to liability for passengers shall be understood as requiring that a Union air carrier shall be insured up to a level that is adequate to ensure that all persons entitled to compensation receive the full amount to which they are entitled in accordance with this Regulation.

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

(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 an air carrier when a passenger makes a special declaration of interest in delivery of their baggage at destination, shall, for Union air carriers, 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 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

2. Without prejudice to paragraph 1, an advance payment in the case of death of passengers, shall not be less than 16 % per passenger, of the minimum amount of liability set under Article 21(1) of the Montreal Convention and by the International Civil Aviation Organization pursuant to Article 24(2) of the Montreal Convention.
3. An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of Union air carrier liability, but is not returnable, except in the cases prescribed in Article 20 of the Montreal Convention or where the person who received the advance payment was not the person entitled to compensation.;

(6) Article 6 is amended as follows:

(a) paragraph 1 is replaced by the following:

‘1. All air carriers shall, when selling carriage by air in the Union, 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. Air carriers shall 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.’

(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, on their mobile applications and on their websites, and the airport managing bodies at all Union airports with commercial passenger traffic, in their baggage delivery areas, shall provide a form which allows the passenger to immediately file an online or a hardcopy complaint about damaged, delayed or lost baggage.

The form to be provided to passengers by the airport managing bodies shall be the common form. Passengers shall have the right to submit their complaint to the air carriers using that common form. Air carriers may provide passengers with their own form on their websites, on their mobile applications or on paper, provided that such form offers, in an accessible format, the choice and information set out in the common form and is available in at least the language of the booking.

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.

- 4a. In order to ensure uniform application of paragraph 4, the Commission shall adopt an implementing act establishing the common form. That common form shall be established in an accessible format. The Commission shall make the common form available in all official languages of the Union on its website. The implementing act shall be adopted in accordance with the advisory procedure referred to in Article 6d(2).

5. All information provided pursuant to this Article, and complaint forms, shall be in an accessible format and made available also to persons who do not use digital tools.
6. All information obligations pursuant to this Article shall also apply to intermediaries, when selling carriage by air to, from or within the Union.'

(7) the following articles are inserted:

‘Article 6a

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

- 1a. In order to ensure uniform application of paragraph 1 of this Article, the Commission shall adopt an implementing act establishing a model form for the special declaration. That model form shall be established in a format which is accessible to persons with disabilities and persons with reduced mobility. That implementing act shall be adopted in accordance with the advisory procedure referred to in Article 6d(2).

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

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

4. Compliance with paragraph 3 shall not constitute a recognition of liability of the Union air carrier.

Article 6b

1. Without prejudice to Regulation (EC) No 1008/2008, when selling carriage by air to, from or within the Union, all air carriers and intermediaries shall clearly indicate in an accessible format at booking, as well as on their mobile applications and on their website, and furthermore, in the case of air carriers, make available on request at the airport (including at self-service check-in machines):
 - the maximum baggage allowance in terms of dimension and weight that passengers are permitted to carry within the cabin, and in the hold of the aircraft, corresponding to the fare for the class of transport for each of the flights included within a passenger's reservation;

- any restrictions on the number of items that would be applied within a given maximum baggage allowance;
- the conditions under which fragile or valuable items, such as musical instruments, sports equipment, children's pushchairs and infant seats shall be transported in the passenger cabin or in the cargo hold of the aircraft;
- without prejudice to paragraph 2 of this Article, 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.

Article 6c

1. A Union air carrier shall permit a passenger to carry a musical instrument in the passenger cabin of an aircraft subject to applicable security and safety rules and the technical specifications and constraints of the aircraft concerned. Musical instruments shall be accepted for carriage within an aircraft cabin provided that those instruments can be stowed safely in a suitable baggage compartment within the cabin or under an appropriate passenger seat. Musical instruments shall form part of a passenger's unchecked baggage allowance. The air carrier may give passengers the possibility to carry another piece of hand baggage in addition to that allowance, subject to possible additional charges.

2. Subject to applicable security and safety rules, where a musical instrument is too large to be stowed safely in a suitable baggage compartment within the cabin or under an appropriate passenger seat, an air carrier may request the payment of a second fare where such musical instruments are carried as unchecked baggage on a second seat. Such second fare shall not be subject to the payment of taxes referred to in Article 23(1), point (b), Article 23(1), point (c), and Article 23(1), point (d), of Regulation 1008/2008. The passenger and the musical instrument shall be seated on adjacent seats and the musical instrument seated on a window seat. 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;

Article 6d

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

* Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by Member States of the Commission's exercise of implementing powers (OJ L 55, 28.2.2011, p. 13), ELI: <http://data.europa.eu/eli/reg/2011/182/oj>.'

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

‘Article 7

The Commission shall report to the European Parliament and the Council by ... [five 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 ... [12 months 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 list of circumstances considered as extraordinary circumstances

1. The following circumstances shall be considered as extraordinary:
 - (a) circumstances not arising from the operation of the aircraft:
 - (i) natural disasters which are incompatible with the safe operation of the flight;
 - (ia) environmental disasters that do not originate from the operating air carrier and which are incompatible with the safe operation of the flight;
 - (ii) meteorological conditions or damage to the aircraft caused by meteorological events which are incompatible with the safe operation of the flight;
 - (iii) war or insurrection which are incompatible with the safe operation of the flight;
 - (iv) serious 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 which are incompatible with the safe operation of the flight;

- (b) incidents related to a passenger:
 - (i) unruly passenger incidents within the meaning of the Montreal Protocol 2014 which are incompatible with the safe operation of the flight, which necessitate the interruption or deviation of the flight, or which delay the flight departure, unless the operating air carrier caused the occurrence of that behaviour;
 - (ii) health risks or medical emergencies discovered at short notice before the flight departure, or necessitating the interruption or deviation of the flight;
- c) other incidents:
 - (i) damage caused by acts of sabotage or terrorism, which are incompatible with the safe operation of the flight;
 - (ia) security risks, damage caused by other unlawful acts which are incompatible with the safe operation of the flight, provided that the situation is beyond the actual control of the operating air carrier;

- (ii) hidden manufacturing or design defects, revealed by the manufacturer or a competent authority, which are incompatible with the safe operation of the flight;
- (iii) air traffic management or airport capacity restrictions, or closure of airspace, including runway closures by the authorities, provided that the event results from a decision that was beyond the actual control of the operating air carrier;
- (iv) partial or full unscheduled closure of an airport, including a general airport system failure, a power outage, and an electronic communications collapse, or the activation of the contingency plan by the airport managing body incompatible with the scheduled and safe operation of the flight;

- (iva) a generalized breakdown of the refueling system provided that the situation is not intrinsically linked to the operation of the aircraft and that it is beyond the actual control of the operating air carrier;
- (v) strikes at essential service providers such as airport managing body, Air Navigation Service Providers, groundhandling service providers which air carriers do not effectively choose within the meaning of Directive 96/67, provided that those strikes are beyond the actual control of the operating air carrier or the group of companies to which that air carrier belongs;
- (va) strikes at the operating air carrier, provided that those strikes originate from demands that only public authorities can satisfy and are therefore beyond the actual control of the operating air carrier or the group of companies to which that air carrier belongs;

- (vii) damage to the aircraft, on the ground or in the air, caused by third parties for whom the air carrier is not responsible, by animals or by foreign objects, and which is incompatible with the safe operation of the flight;
- (ix) contaminated runway of an airport which is incompatible with the safe operation of the flight, provided the contamination does not originate from the air carrier;
- (xi) after departure, serious health risks or medical emergencies of a crew member necessitating the interruption or deviation of the flight;
- (xib) operational shortcomings of airport essential service providers, such as the airport managing body, air navigation service providers and groundhandling service providers which air carriers do not effectively choose within the meaning of Directive 96/67, provided that the operating air carrier was unable to exercise effective control over that essential service provider.

* 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>).

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 in accordance with 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 cannot exclude or limit its liability. The air carrier shall indicate between brackets the approximate amount of that limit in local currency. 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 set in 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 of the payment 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 a passenger being delayed is limited to the limit set in 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 the approximate amount of that limit in local currency.

BAGGAGE DELAYS

In case of baggage delay, the air carrier is liable for damage up to the limit set in 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 compensation limit being applicable per passenger and not per piece of checked baggage. The air carrier shall indicate between brackets the approximate amount of that limit in local currency. 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 set in 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 compensation limit being applicable per passenger and not per piece of baggage. The air carrier shall indicate between brackets the approximate amount of that limit in the local currency.

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 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 set in 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 of that limit in the local currency. The tariff shall be made available to passengers upon request.

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

EXONERATION

If the air 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 air carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

TIME LIMIT FOR COMPLAINTS REGARDING BAGGAGE

If the baggage is damaged, delayed, lost or destroyed, the passenger must in all cases complain to the air carrier as soon as possible. The passenger must complain within a time limit of seven 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 at the baggage delivery area at all Union airports with commercial passenger traffic, as well as 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 set in Article 22(2) of the Montreal Convention pursuant to Article 24(2) of the Montreal Convention the compensation limit being applicable per passenger and not per piece of baggage. The air carrier shall indicate between brackets the approximate amount of that limit in the local currency.

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

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

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

BASIS FOR THE INFORMATION

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

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