

Extraordinary circumstances

The overarching principle of air passenger rights guaranteed by the EU is the right to standard compensation if a flight is delayed or cancelled. Air passenger rights are based on the Regulation (EC) No 261/2004 (Regulation).

According to the Regulation, an air carrier is not required to pay standard compensation only if it can prove that both of the following conditions are met:

1. The delay or cancellation of the flight was caused by **extraordinary circumstances**.
2. The delay or cancellation could not be avoided even though the air carrier had taken all **reasonable measures**.

If an air carrier invokes extraordinary circumstances, it must give a sufficient account of the matter.

These guidelines present examples of situations that can be considered extraordinary circumstances. The guidelines are only indicative.

Examples of situations that may constitute extraordinary circumstances

The Regulation includes examples of extraordinary circumstances. Such circumstances may occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes that affect the operation of an operating air carrier and as a result of the impact of air traffic management decisions.

Meteorological conditions

Bad weather that is unsuitable for flying is usually considered an extraordinary circumstance (e.g. storms, snowstorms, dense fog and difficult wind conditions). The air carrier must prove that it has taken all reasonable measures to avoid the cancellation or delay of the flight. However, difficult weather conditions may make such measures impossible.

Restrictions imposed by air traffic control

Air traffic management decisions, such the air traffic control's decision to suspend flight operations at an airport, are usually considered extraordinary circumstances.

Collision between an aircraft and a bird

According to a judgement of the EU Court of Justice (C-315/15), a collision between an aircraft and a bird constitutes an extraordinary circumstance within the meaning of the Regulation and an air carrier does not have to pay standard compensation.

Technical defect in an aircraft

Technical defects rarely constitute extraordinary circumstances. The Court of Justice has given its interpretation on the matter in two preliminary rulings (C549/07, C-257/14).

Unexpected technical defects and the premature malfunction of certain parts are inherent in the normal exercise of an air carrier's activity and are not considered extraordinary circumstances. For example, manufacturing defects do not automatically exempt air carriers from their obligation to pay standard compensation.

However, technical defects can be considered extraordinary circumstances for example if the aircraft manufacturer or a competent authority reports that aircraft that are already in service are affected by a hidden manufacturing defect affecting flight safety. Such defects must concern more than one aircraft. Similarly, damage to aircraft caused by acts of sabotage or terrorism are considered extraordinary circumstances.

Please note

These Traficom guidelines are not legally binding. They are intended for passengers and to help assess which situations may be considered extraordinary circumstances. Please also refer to updated legislation and the case-law of the EU Court of Justice.