



Press and Information

Court of Justice of the European Union

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Judgment in Case C-832/18  
A and Others v Finnair Oyj

**An air passenger who is compensated for the cancellation of a flight and who has agreed to travel on an alternative flight is entitled to compensation for a delay in the re-routing flight.**

A number of travellers booked a direct flight from Helsinki (Finland) to Singapore with Finnair. That flight, scheduled to depart on 11 October 2013 at 11.55 pm, was cancelled due to a technical defect that appeared in the aircraft. After accepting Finnair's offer, the travellers were re-routed on the Helsinki-Singapore connecting flight via Chongqing (China), with a scheduled departure the next day, 12 October 2013, at 5.40 p.m., and with an expected arrival in Singapore on 13 October at 5.25 p.m. Finnair was the operating carrier for the Helsinki-Chongqing-Singapore re-routing flight. However, due to the failure of a rudder steering servo on the aircraft in question, their re-routing was delayed. They therefore arrived in Singapore at 12.15 a.m. on 14 October 2013.

The travellers brought an action against Finnair seeking to have the airline ordered to pay them, under the air passenger regulation<sup>1</sup>, the sum of €600 each, together with interest, on account of the cancellation of the original Helsinki-Singapore flight. In addition, they requested that Finnair should also be ordered to pay them the sum of €600 each, together with interest, on account of the delay of more than three hours in the arrival of the Helsinki-Chongqing-Singapore re-routing flight.

Finnair awarded compensation of €600 in respect of the cancellation of the original Helsinki-Singapore flight. However, the company refused to grant their second claim on the ground, first, that they were not eligible for a second compensation payment under the regulation and, secondly, that the re-routing flight had been delayed due to 'extraordinary circumstances' within the meaning of that regulation. It contends that one of the three rudder steering servos used to control the aircraft on that flight had failed, stating in this regard that the aircraft manufacturer had indicated that several aircraft of this type had a hidden manufacturing or planning defect that affected the rudder steering servos. In addition, the rudder steering servo is a so-called 'on condition' part, which is only replaced by a new part when it becomes defective.

In those circumstances, the Helsingin hovioikeus (Court of Appeal, Helsinki, Finland) asks the Court of Justice whether an air passenger, who has received compensation for the cancellation of a flight and has accepted the re-routing flight offered to him is entitled to compensation for the delay of the re-routing flight, where that delay is of such duration as to give rise to entitlement to compensation and the air carrier of the re-routing flight is the same as that of the cancelled flight.

In that regard, the Court notes that the regulation does not contain any provision intended to limit the rights of passengers who find themselves in a situation of re-routing, such as that at issue, including a possible limitation of their right to compensation.

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<sup>1</sup> Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

It follows that, under the case-law of the Court, **an air passenger who, having accepted the re-routing flight offered by the air carrier following the cancellation of his flight, reaches his final destination three hours or more after the arrival time originally scheduled by that air carrier for the re-routing flight, is entitled to compensation.**

Passengers who have been exposed to cancellations or long delays have suffered inconvenience both in relation to the cancellation of their initially booked flight and subsequently, as a result of the long delay of their re-routing flight. Therefore, it is in line with the objective of addressing that serious inconvenience to grant those passengers a right to compensation for each of those successive inconveniences.

The referring court also asks whether an air carrier may rely, in order to be released from its obligation to pay compensation, on 'extraordinary circumstances', arising from the failure of a part which is only replaced when it becomes defective, provided that it permanently stocks a spare part.

The Court notes that, according to its case-law, events may be classified as 'extraordinary circumstances' if, by their nature or origin, they are not inherent in the normal exercise of the activity of the air carrier concerned and are outside that carrier's actual control, both conditions being cumulative. Technical shortcomings inherent in aircraft maintenance cannot, in principle, constitute, as such, 'extraordinary circumstances'.

The failure of a so-called 'on condition' part, which the air carrier has prepared to replace by permanently stocking a spare part, constitutes an event which, by its nature or origin, is inherent in the normal exercise of the activity of the air carrier concerned and is not outside its actual control, unless such a failure is not intrinsically linked to the operating system of the aircraft, which it is for the referring court to determine. **An air carrier may not rely, therefore, for the purposes of being released from its obligation to pay compensation, on 'extraordinary circumstances' arising from the failure of a so-called 'on condition' part.**

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**NOTE:** A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of European Union law or the validity of a European Union act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text](#) of the judgment is published on the CURIA website on the day of delivery.

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