



Press and Information

Court of Justice of the European Union

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Judgment in Case C-12/11

Denise McDonagh v Ryanair Ltd

An air carrier must provide care to passengers whose flight has been cancelled due to extraordinary circumstances such as the closure of airspace following the eruption of the Eyjafjallajökull volcano

EU law does not provide for a temporal or monetary limitation on that obligation to provide care to passengers (accommodation, meals, refreshments)

In the event of cancellation of a flight, the air carrier is obliged, under EU law¹, to provide care to passengers as well as to provide compensation. As regards the **obligation to provide care**, the air carrier must provide free of charge, in light of the waiting time, refreshments, meals and, where appropriate, hotel accommodation and transport between the airport and place of accommodation, as well as means of communication with third parties. The air carrier is obliged to fulfil that obligation even when the cancellation of the flight is caused by extraordinary circumstances, that is to say circumstances which could not have been avoided even if all reasonable measures had been taken. The air carrier is, however, exempt from its **obligation to provide compensation** if it is able to prove that the cancellation of the flight was caused by such circumstances.

Following the eruption of the Eyjafjallajökull volcano in Iceland, airspace over a number of Member States – including Ireland – was closed between 15 and 22 April 2010, because of the risks to aircraft.

Ms McDonagh was one of the passengers on the Faro to Dublin flight scheduled for 17 April 2010 which was cancelled following the volcanic eruption. Flights between continental Europe and Ireland did not resume until 22 April 2010 and Ms McDonagh was not able to return to Dublin until 24 April 2010. During that period, Ryanair did not provide her with any care. Accordingly, she is of the opinion that that airline is obliged to pay her compensation of almost €1,130, corresponding to the costs of meals, refreshments, accommodation and transport incurred by her between 17 and 24 April 2010.

The Dublin Metropolitan District Court (Ireland), the court before which the case was brought, has asked the Court of Justice whether the closure of airspace as a result of a volcanic eruption comes under the notion of 'extraordinary circumstances', obliging the air carrier to provide care to passengers, or whether, on the contrary, that situation comes under circumstances which go beyond 'extraordinary circumstances' and exempt the air carrier from its obligation to provide care to passengers. Furthermore, if the Court finds that such circumstances do come under the notion of 'extraordinary circumstances', it is also asked to rule on the question whether, in such a situation, the obligation to provide care must be subject to a temporal and/or a monetary limitation.

The Court responds, first, that EU law does not recognise a separate category of 'particularly extraordinary' events, beyond 'extraordinary circumstances', which would lead to the air carrier being exempted from all its obligations under the regulation, including those to provide care. If circumstances such as those at issue in the present case went beyond, due to their origin and scale, the scope of 'extraordinary circumstances', it would in fact mean that air carriers would be

¹ 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 (OJ 2004 L 46, p. 1).

required to provide the care referred to in the regulation only to air passengers who find themselves, due to cancellation of a flight, in a situation causing limited inconvenience. On the other hand, passengers who find themselves in a particularly vulnerable state in that they are forced to remain at an airport for several days would be denied that protection. Therefore the Court replies that circumstances such as the closure of part of European airspace as a result of a volcanic eruption such as that of the Eyjafjallajökull volcano constitute 'extraordinary circumstances' which do not release air carriers from their obligation to provide care.

Next, the Court states that the regulation does not provide for any limitation, either temporal or monetary, of the obligation to provide care to passengers whose flight is cancelled due to extraordinary circumstances. Thus, all the obligations to provide care to passengers are imposed on the air carrier for the whole period during which the passengers concerned must await their re-routing. The Court states that the provision of care to passengers is particularly important in the case of 'extraordinary circumstances' which persist over a long time and it is precisely in situations where the waiting period occasioned by the cancellation of a flight is particularly lengthy that it is necessary to ensure that an air passenger can have access to essential goods and services throughout that period.

Finally, the Court points out that, while the obligation to provide care entails financial consequences for air carriers, they cannot be considered disproportionate to the aim of ensuring a high level of protection for passengers. The importance of that objective may justify even substantial negative economic consequences for certain economic operators. In addition, air carriers should, as experienced operators, foresee costs linked to the fulfilment of their obligation to provide care. Furthermore, they may pass on the costs incurred as a result of that obligation to airline ticket prices.

Nonetheless, the Court states that when an air carrier has failed to comply with its obligation to provide care to an air passenger, that passenger may only obtain, by way of compensation, reimbursement of the amounts which proved necessary, appropriate and reasonable to make up for the shortcomings of the air carrier, a matter which is for the national court to assess.

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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