

10. Liability / Legal Notices

10.1 (...)

10.2 (...)

Information in accordance with regulation (EC) 261/2004:

This information summarises the regulations relating to the liability of EU airlines to be applied by those airlines in accordance with the legal provisions of the Community in the event of a cancellation, flight delay, and/or refusal to transport. The regulation only applies if the Passenger is in possession of a confirmed booking for the relevant flight, has arrived in good time to check in at the specified time (except in the case of the cancellation of the flight), and is travelling for a fare available to the public. Claims for compensation as listed below may be ruled out if the incident is due to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken (for instance poor weather conditions, political instability, strikes, security risks, unexpected flight safety deficiencies). Similarly, the Passenger is not entitled to these benefits if he/she was excluded from the flight due to justifiable reasons e.g. related to health, general or operational safety, or inadequate travel documents.

According to regulation (EC) 261/2004, delays are deemed to be when the departure is delayed compared with the scheduled time of departure by at least 4 hours for flights above 3,500 km, 3 hours for flights between 1,500 and 3,500 km and flights above 1,500 km within the EU and 2 hours for flights up to 1,500 km. The Passenger is entitled to receive care and support services from the Airline if it is reasonably foreseeable that the flight will have a material delay. These services are limited to the provision of appropriate refreshments relative to the amount of waiting time and the opportunity for two short telephone calls, faxes or e-mails. Overnight accommodation will be provided if necessary at the discretion of the Airline. The Airline is not required to offer care or support services if this would further delay the departure. In the event of delays of more than 5 hours the Passenger is entitled to a refund for the Ticket relating to those sections of the journey (legs) that have not been completed, and for sections of the journey that have already been completed only to the extent that the flight, in view of the Passenger's original travel plans, has become pointless, if appropriate in conjunction with a return flight to the first departure airport at the earliest possible opportunity. In the case of a voluntary or compulsory exclusion from the booked flight in the event of an overbooking, the Passenger is entitled vis-à-vis the Airline to care and support services and refunding to the extent already described. In addition, the Passenger will be offered alternative carriage to the final destination of the booked flight. This replacement carriage is to be carried out at the earliest possible time and at comparable terms. Subject to the availability of seats, the Passenger can instead also travel to his/her final destination at a later time or a time requested by him/her, whereby the costs for refreshments, hotel and transfer incurred as from the earliest offered replacement flight are then to borne by the Passenger. Passengers excluded from the flight against their will are, in addition, entitled to compensation (in cash, by cheque or bank transfer or, subject to their agreement, in the form of a voucher). The value of this payment is dependent upon the distance of the planned journey and the carriage offered alternatively. For flying distances of up to 1,500 km the compensation payment amounts to EUR 250, for flights between 1,500 and 3,500 km and flights within the EU above 1,500 km it is EUR 400 and for all other flights EUR 600. If the Passenger is offered an alternative flight, the arrival time of which for flights of up to 1,500 km is no later than 2 hours, for flights between 1,500 and 3,500 km no later than 3 hours and for all flights above 3,500 km no later than 4 hours after the scheduled arrival time of the originally booked flight, the compensation payment only amounts to 50% of the above-mentioned payment values, i.e. in other words EUR 125, EUR 200 and EUR 300 respectively. The Passenger has the same rights to alternative carriage, care and support service, and refunding and compensation payment as listed above, should the flight for which the Passenger has a confirmed booking be cancelled. The Passenger is not entitled to compensation payments if the flight is cancelled due to extraordinary reasons that could not have been prevented taking all reasonable actions. Similarly, there is no right to compensation payment in the event of the Passenger being informed about the cancellation at least 14 days before the booked departure, between 14 days and 7 days before the booked departure and departure of the flight offered alternatively no more than 2 hours before the original time of departure or arrival no more than 4 hours after the planned arrival time, or in the event of being informed about the cancellation less than 7 days before the departure and departure no more than 1 hour before the original time of departure or arrival no more than 2 hours after the planned arrival time. The authority for complaints in the sense of the regulation is, for Germany: the Luftfahrt-Bundesamt (LBA), Hermann-Blenk-Str. 26, 38108 Braunschweig, for Austria: the Bundesministerium für Verkehr, Innovation und Technologie, Postfach 3000, Radetzkystr. 2, AT-1030 Vienna, for Switzerland: Office Fédéral de l'Aviation Civile, CH-3003 Bern.