

Passenger rights

1. Information about flights and bookings

When making enquiries or booking a flight at a travel agency in the European Union, every passenger is entitled to receive neutral and correct information. Unless the passenger requests otherwise, the travel agency must give neutral information from the computer reservation system, in other words, information about the different travel ranked in the following order:

- non-stop flights,
- direct flights with intermediate landings but without a change of aircraft,
- indirect flights,
- all the airfares available from the various airlines, as displayed.

The travel agency must give the passenger direct access to the information in the computer system should they request it, either by allowing them to see the screen or by printing it out.

Whether the flight is booked through a travel agency or directly with an airline, the passenger must be given all the information available in the computer system about: the identity of the airline actually operating the flight (should this differ from that stated on the ticket);

- a change of aircraft in the event of intermediate landings,
- intermediate landings,
- connections that require transfers between airports.

2. Notification of passenger rights in the event of long delays, flight cancellations and denied boarding due to overbooking

This information is mandatory in accordance with Regulation (EC) No 261/2004 of the European Parliament and of the Council.

Scope

The following regulations shall apply:

- to flights departing from an airport located in the Community and to flights operated by a Community air carrier departing from an airport located in a third country to an airport situated in the EU, (unless they have received benefits or compensation in that third country);
- on the condition that passengers have a confirmed reservation on the flight concerned and present themselves for check-in at the time stipulated;
- with regard to cancellations for the non-operation of a flight which was previously planned and on which at least one place was reserved;
- only for passengers travelling at a fare available directly or indirectly to the public and for passengers having tickets issued under a customer loyalty programme or other commercial programme;
- when we are the operating air carrier.

Delays

If a flight is reasonably expected to be delayed beyond its scheduled time of departure

- (a) for two hours or more in the case of flights of 1,500 kilometres or less; or
- (b) for three hours or more in the case of flights between 1,500 and 3,500 kilometres; or
- (c) for four hours or more in the case of all flights of more than 3,500 kilometres,

we offer you free of charge:

- meals and refreshments in a reasonable relation to the waiting time; and
- the option to contact your planned destination by telex, fax, telephone or email messages.

When the reasonably expected time of departure is at least the day after the time of departure previously announced, we also offer you, subject to local availability:

- hotel accommodation in cases where an unplanned stopover of one or more nights becomes necessary, and
- transport between the airport and place of accommodation.

When the delay is at least five hours and you decide not to travel on the delayed flight, we offer you refund of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan.

You have the right to compensation of

- (a) EUR 250 for all flights of 1,500 kilometres or less
- (b) EUR 400 for all flights within the European Union over a distance of more than 1,500 km and all other flights over a distance of between 1,500 km and 3,500 km,
- (c) EUR 600 for flights of 3,500 kilometres or more.

if your arrival at your destination airport is delayed by more than three hours and the delay cannot be attributed to extraordinary circumstances that could not have been avoided by taking all reasonable measures. Such circumstances include poor weather conditions, political instability, strikes, security risks and unexpected deficiencies in flight safety, for example.

Cancellation

In case of cancellation of a flight, we shall offer you the following assistance:

I. The choice between:

- (a) refund of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan; or
- (b) re-routing, under comparable transport conditions, to your final destination at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

II. We also offer you free of charge:

- meals and refreshments in a reasonable relation to the waiting time; and
- the option to contact your planned destination by telex, fax, telephone or email messages.

III. When the reasonably expected time of departure of the alternative flight is at least the day after the time of departure previously announced, we also offer you, subject to local availability:

- hotel accommodation in cases where an unplanned stopover of one or more nights becomes necessary, and
- transport between the airport and place of accommodation.

IV. You have the right to the following compensation:

- (a) EUR 250 for all flights of 1,500 kilometres or less;
- (b) EUR 400 for all flights within the European Union over a distance of more than 1,500 km and all other flights over a distance of between 1,500 km and 3,500 km,
- (c) EUR 600 for flights of 3,500 kilometres or more.

Unless:

- you have been informed of the cancellation at least two weeks before the scheduled departure time; or
- you have been informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination no more than four hours after the scheduled time of arrival; or
- you have been informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination no more than two hours after the scheduled time of arrival; or
- we can prove that the cancellation was caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

The compensation will be reduced by 50 % if we offer you re-routing on an alternative flight, the arrival time of which does not exceed the scheduled arrival time stated above under "Delays".

Denied boarding due to overbooking

Denied boarding means the refusal of an air carrier to carry passengers on a flight, although they have presented themselves at the boarding gate under the conditions stated above under "Scope", except where there are reasonable grounds to deny them boarding, such as,

reasons of health, general safety or operational security, or inadequate travel documentation. Before we deny boarding, we first call for passengers to volunteer to surrender their reservation in exchange for appropriate compensation.

If an insufficient number of volunteers comes forward and we must then deny boarding to passengers against their will, we shall offer you the following compensation:

- (a) EUR 250 for all flights of 1,500 kilometres or less;
- (b) EUR 400 for all flights within the European Union over a distance of more than 1,500 km and all other flights over a distance of between 1,500 km and 3,500 km,
- (c) EUR 600 for flights of 3,500 kilometres or more.

The amount will be reduced by 50 % if we offer you re-routing on an alternative flight the arrival time of which does not exceed the scheduled arrival time stated above under "Delays". In determining the distance, the basis shall be the last destination at which the denial of boarding will delay the passenger's arrival after the scheduled time. The distances shall be measured by the great circle route method.

We also offer you the following:

I. The choice between:

- (a) refund of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan; or
- (b) re-routing, under comparable transport conditions, to your final destination at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

II. We also offer you free of charge:

- meals and refreshments in a reasonable relation to the waiting time; and
- hotel accommodation in cases where an unplanned stopover of one or more nights becomes necessary,
- transport between the airport and place of accommodation and
- the option to contact your planned destination by telex, fax, telephone or email messages.

Downgrading of the booking class

If we are unable to offer you carriage in the cabin class you booked, but only in a lower class, you have the right to reimbursement of a percentage of the fare you paid as follows:

- a) 30% of the price of the air ticket for all flights over a distance of 1,500 km or less, or
- b) 50% of the price of the air ticket for all flights within the European Union over a distance of more than 1,500 km and all other flights over a distance between 1,500 km and 3,500 km, or
- c) 75% of the price of the air ticket for all flights that do not fall under letters a) or b), including flights between the sovereign European territory of the member states and French overseas departments.

Excluded from this regulation are passengers who volunteer to fly in a cabin class lower than that shown on their ticket. We also offer you a fixed payment, staggered according to the distance of the route concerned, which is, on average, higher than the entitlement calculated upon the difference in fare.

If you do not agree with this fixed payment, we shall be happy to pass your ticket to our refund department for precise calculation.

In this case, please contact our nearest representative.

Notice pursuant to Article 16 Regulation (EC) No 261/2004 and Regulation No 542 concerning alternative consumer dispute resolution (competent authorities and information) 2015 (for all complaints concerning Regulations (EC) 261/2004 and (EC) 1107/2006)

Responsible for consumer enquiries and complaints concerning the Regulations:

Agency for Passenger Rights (APF)

Telephone: +43 1 5050707 740 (10:00 to 12:00 Monday to Friday)

www.en.apf.gv.at/flug-allgemeines

, This link leads to an external website whose security and accessibility cannot be influenced by Austrian Airlines.

3. Compensation in the event of an accident

Passengers travelling with an European Union airline will receive full compensation in the case of an accident, irrespective of its location, and are entitled, if needed, to up-front payments in order to address immediate economic hardship.

- There is no limit on the financial liability of a European Union airline to compensate for the death, wounding or any other bodily injury to a passenger. In other words, there is no upper limit on the amount that can be claimed.
- Once the person entitled to compensation has been established, the airline must make an advance payment within 15 days in order to address immediate economic hardship. In the event of death, this advance payment shall not be less than 15,000 special withdrawal rights (SDRs) – approximately EUR 20,000 – per passenger.
- To facilitate the rapid settlement of smaller claims up to 100,000 special withdrawal rights (approximately EUR 130,000), European Union airlines may only limit or exclude their liability if the damage has been caused (wholly or in part) by the negligence of the passenger who has been injured or killed.

4. Flights as part of a package holiday

Air passengers travelling as part of a package holiday or tour booked in the European Union have the right to accurate information from the organisers about their trip. You also have unambiguous rights concerning contractual performance.

- The destination, route and the means of transport used for the holiday must be clearly and precisely described in the travel brochure. The information in the brochure is binding on the organiser.
- The organiser must communicate in writing the times and locations of stopovers and transfer connections before departure.
- The customer has the right to transfer his or her booking to another person.
- The price stipulated in the contract cannot be altered unless the conditions of the contract expressly provide otherwise.
- The organiser is responsible in all cases of non-compliance with the contract, so problems with the flight element of a tour or holiday should generally be taken up directly with the organiser. The organiser will act on the passenger's behalf in dealings with the airline.

Enforcement of passenger rights

The passenger rights above are laid down either directly by EU law or by national laws that implement EU Directives. So, airlines, travel agents, tour operators and all other businesses involved in the provision of air transport must observe them.

- The first thing a passenger should do is to contact the airline or the organiser of the package holiday.
- If a passenger feels that their rights have been violated, he or she should contact the relevant body responsible for air transport or consumer protection (see details below).
- When a passenger has incurred damages because Community law has not been respected, there may be grounds for private legal action in national courts.
- Consumer protection and passenger organisations can also offer advice and assistance.
- A passenger can also inform the Directorate General for Energy and Transport of the European Commission of the progress of his or her complaint:

Directorate General for Energy and Transport

Rue de la Loi/Wetstraat 200

1049 Brussels

Fax: +32 2 299 1015

Email: tren-aprights@cec.eu.int

- Responsible for consumer enquiries and complaints concerning the Regulations:

Agency for Passenger Rights (APF)

Telephone: +43 1 5050707 740 (10:00 to 12:00 Monday to Friday)

www.en.apf.gv.at/flug-allgemeines

5. Other rights

Air transport is subject to a contract that stipulates certain rights for passengers. Ask the airline or your travel agency for a copy of the contract of carriage.

Under international agreements, an airline is liable for damage caused by delay, except if it proves that it did all it reasonably could to avoid the damage or that it was impossible to do so. It is also liable for loss or damage to baggage. You can get more details from your airline or travel agency.