Vauban's Guide to Claiming Flight Delay Compensation under Regulation 261/2004[1] – Revised and Updated[2]

1.0 WARNING: THIS IS UNLIKELY TO BE A SIMPLE LETTER-WRITING EXERCISE. YOU MAY BE REQUIRED TO START LEGAL ACTION TO GET YOUR COMPENSATION. BUT DO NOT WORRY: IF YOUR CLAIM IS LEGITIMATE (SEE SECTION 2 BELOW) THIS IS NOW MUCH MORE STRAIGHTFORWARD, FOLLOWING THE SUPREME COURT'S RULINGS ON HUZAR AND DAWSON.

1.1 The airlines do not regard the Regulation, and the obligations it imposes, as fair and many therefore are reluctant to pay out to those who make claims for compensation under it. Unless you are very lucky, you are likely either to need to be ready to initiate legal action in the small claims courts or hand over your claim to a reputable No Win No Fee (NWNF) company (for a slice of your compensation). Simply asking for what is due to you, in law, is regrettably insufficient.

1.2 Unless the recent rulings by the Supreme Court (see section 4 below) induce a change approach by the airlines, every claimant must accept that – if they take this on themselves – they have a battle on their hands that requires tenacity, some talent, and possibly lots of time. On the other hand, most claimants who take this on say that the process of "fighting back" for their legal rights, particularly if they were badly treated by the airline, is a very satisfying experience.

1.3 If you believe in the rule of law, and holding big corporations to account for their actions, then this guide is designed for you. And for those prepared to read up on the basics, there is a growing cohort of experienced folk on the MSE "Flight Delay Compensation" forum who are willing to help you out. But first, you must determine ...

2.0 Are you due compensation?

2.1 If you can answer "yes" to all these questions, then you are most likely due flight delay compensation under Regulation 261/2004:

> a) Was your flight cancelled or delayed, or were you denied boarding unreasonably (ie the flight left, but without you) and did you consequently arrive at the final destination airport at least three hours late? (NB Since the ECJ's Henning judgment of September 2014, "arrival time" is counted as the time the aircraft doors are opened.)

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[1] This Guide has been written with the support of the "regulars" on the MSE Flight Delay Forum. It represents the best of our collective wisdom, based on direct experience of taking on the airlines directly. It does not however constitute legal advice of any kind and should not be relied upon as such.

[2] This guide was revised in early November 2014 – straight after the Supreme Court refused permission to appeal the Huzar and Dawson judgements. At the time of writing however it remains unclear how this clarification of the law will affect airlines' responses to compensation claims.

b) You were departing an EU airport on any airline, or were flying into an EU airport on an EU carrier (for the purposes of the Regulation, this also includes Iceland, Liechtenstein, Norway and Switzerland)?

c) Was the incident within the last six years? (note: six years is the current legal time limit to start Court action in England and Wales (if the airline refuse to pay) but a limit of five years applies if you are going to be using the Scottish Courts. This has recently been confirmed by both the Court of Appeal and the Supreme Court in the Dawson case.)

d) The delay/cancellation to your flight was not caused by "extraordinary circumstances"? Or if it was, did the airline fail to take "all reasonable measures" to minimise the delay?

e) Is the airline is still in business, or has been taken over by another company? (If it went bust, you have no claim.)

2.2 The amount of compensation due depends upon the length of the journey, as measured by the "Great Circle Method" [see http://www.greatcirclemapper.net]:

- If the flight was less than 1,500km, you are due €250 per passenger;
- If the flight was between 1,500km and 3,500km, you are due €400 per passenger;
- If the flight was over 3,500km, you are due €600 per passenger. This last tier can be reduced by 50% (to €300) if the flight arrived less than four hours late.

2.3 To qualify for compensation, each passenger needs to have paid a fare available to the general public. This means that children and infants **do** qualify for compensation, if they were not travelling on a free child place. Tickets bought with airmiles also qualify for compensation.

2.4 You are entitled to this compensation in cash, and you are **not** obliged to accept a voucher (which may have a number of terms and conditions attached to it).

3.0 Duty of Care

3.1 In addition to flight delay compensation, you are also entitled to reasonable care and support at the airport. This is the case even if the cause of the delay is "extraordinary circumstances" (when delay compensation would not be due). Depending on the length of your delay, you are entitled to meals and refreshments (not alcoholic drinks) as well as hotel accommodation where an overnight stay becomes necessary. Passengers should also be offered two phone calls home.

3.2 If the airline does not make this provision for you at the time, you should keep the receipts for reasonable costs incurred and claim the costs back subsequently from the airline.

4.0 The Law Around 261/2004 – A Quick And Dirty History

4.1 Understanding the Regulation and the laws created by it is important. You do not need to be a lawyer to do this, though some of the language can be a bit inaccessible. Stick with it, because these are the legal principles that will win you your claim. It will also help you to understand why the arguments advanced by the airlines to resist your claim are so weak.

4.2 When the original Regulation came into effect (in early 2005), it related only to cases of denied boarding and cancellation. However, in a subsequent case before them (**Sturgeon v Condor** in 2009) the European Court ruled that the provisions of Regulation 261/2004 should be extended to cover delays, and that a delay of three hours should attract the same protection as a cancellation. This was confirmed in a second case (**Nelson v Lufthansa** in October 2012). Until the Nelson case was settled, many airlines had been systematically refusing to pay compensation for delays.

4.3 The biggest debate about the Regulation has been around what constitutes "extraordinary circumstances". The Regulation made clear that issues obviously outside an airline's control, such as political instability, the weather affecting the flight concerned, and air traffic control decisions were "extraordinary". It also made reference to "unexpected flight safety shortcomings". This led airlines to argue that any technical problem which occurred unexpectedly and could have safety implications was also to be deemed "extraordinary".

4.4 This question of whether, or in what circumstances, technical problems could be considered "extraordinary" (and thus exempt the airline from the need to pay compensation) was considered by the European Court in late 2009 in the **Wallentin-Hermann v Alitalia** case. This judgment set a clear test for airlines, which was that the cause of the technical failure had to be "not inherent in the ordinary exercise of the activity of the carrier and beyond the actual control of that carrier on account of its nature or origin". In practice most independent experts concluded that the Wallentin judgment effectively ruled that delays and cancellations caused by technical failures were not exempt from the requirement to pay compensation.

4.5 The Wallentin judgment also concluded that, even in the case of "extraordinary circumstances", the airline should have to demonstrate that "even if it had deployed all its resources in terms of staff or equipment and the financial means at its disposal, it would clearly not have been able – unless it had made intolerable sacrifices – to prevent the extraordinary circumstances with which it was confronted from leading to the cancellation [and subsequently delay] of the flight". This sets a high bar for the airlines, so understanding how the airline responded to your issue – ie whether they really did try to deploy all their resources, as quickly as possible – is often also relevant to your legal case.

4.6 This point is particularly relevant when it comes to determining so-called "knock ons" – when the cause of the original delay was not on your flight, but related to a preceding flight. Despite what is sometimes believed, neither the Regulation nor the subsequent case law definitively says that "knock ons" don't count. But in the context of weather, for example, it is

clear from the Regulation that meteorological issues must affect the flight concerned (rather than earlier flights), and similar arguments were advanced in the Finnair judgment (see below). The best argument, however, for dealing with "knock ons" remains Wallentin, however: the greater the gap between time of the original incident and your flight, the harder it is for the airline to show that they took "all reasonable measures" to prevent the delay. Indeed, their failure eg to source an alternative plane is an operational decision, entirely within their control.

4.7 Despite Wallentin, many airlines continued to resist paying compensation. They even argued that Wallentin supported their view that "actual control" meant that if a technical failure was unexpected or not the cause of faulty maintenance, then it must be "extraordinary". Passengers claiming compensation from late 2012 (when the Nelson case was finally settled) therefore found themselves again rebuffed by airlines where the delay was caused by technical failures. Many claimants had to initiate legal action in the small claims court. And although the rates of success were high (anecdotal evidence on the MSE Forum suggested that about 90% of those who started a legal claim ultimately secured their compensation), the small claims experience proved slightly random and unpredictable – some judges were persuaded by the arguments of the airlines' lawyers. And none of these cases set legal precedents. So by stonewalling claims, most people likely dropped their request for compensation, rather than embark upon an uncertain and unsettling legal action: though 90% of those who took on the airlines won, those 90% were a tiny minority of the overall numbers of people entitled to claim.

4.8 Into this story comes Ronald **Huzar**. His claim related to a delay with Jet2.com caused by a technical problem. Huzar initially lost his case in the small claims court, when the District Judge found for the airline. But in partnership with one of the leading NWNF companies, Bott and Co, Huzar successfully appealed this at the County Court level. In this case, His Honour Judge Platts ruled that the earlier Judge had erred in law and that the Wallentin judgment meant Huzar was entitled to compensation. In what proved a high stakes gamble, Jet2.com then appealed this judgment to the Court of Appeal: where a precedent setting judgment would be made. Huzar again won his case, and Jet2.com sought leave to appeal to the Supreme Court. In the meantime, most claims were put on hold – by the airlines and the courts – whilst they waited for the Supreme Court's decision.

4.9 On 31 October, the Supreme Court announced that Jet2.com's application to appeal "be refused, because the application does not raise of point of law of general public interest and … it is not necessary to request the Court of Justice to give any ruling, because the Court's existing jurisprudence already provides sufficient answer". Some legal commentators have suggested that this is now the end of the legal road for Jet2.com (and the other airlines), despite speculation that the airlines would seek to take their appeal back to the European Court. **It is therefore now binding UK law that any technical failures are unlikely to represent extraordinary circumstances, unless they are caused by an event not inherent in the operation of an airline**.

4.10 The other significant UK court case is **Dawson v Thomson**. This relates to the period of time claimants have to bring a flight delay claim before the court. Thomson had argued that passengers have only two years to bring a case, because the matter was governed by an international treaty (the Montreal Convention). Mr. Dawson, again supported by Bott and Co, argued that the European Court had already indication that national limitation periods would apply (ie six years in England and Wales, five in Scotland). The Court of Appeal found in Dawson's favour, and this was confirmed by the Supreme Court on 31st October.

5.0 How to make a claim for compensation

5.1 **The Initial Claim**: Most airlines require you to complete their in-house claim form, with details of your flight and any supporting evidence. You must be able to identify the specific flight you were booked to take (the website www.flightstats.co.uk can give you this information if you know your dates of travel and route), but you do not need to know the exact timings (provided you are confident that the delay on arrival exceeded three hours) nor the reason for the delay.

5.2 Airlines are likely also to ask you for boarding cards or other evidence that you were on the flight. If you have retained such documentation, then by all means send copies (not originals). If you do not have the boarding cards, then consider what other documentation you may have to demonstrate – on the balance of probability (which is the test applied in the small claims court) – that you were on the flight. If you booked with a travel agent, see if they still retain a record of your booking. Or write to the airline directly, with a "subject access request" asking them to perform a legal search (under the Data Protection Act) on what information they hold on you. This is likely to cost £10. It is unclear for how long airlines retain passenger manifest details, so it is possible that on older claims airlines will no longer hold this information. The legal test however remains the same.

5.3 Airlines may take a long time to respond to your initial claim. Indeed, some may not respond at all. It is up to you how long you wish to give them to respond. 28 days is a generous provision. If they do not respond, you might consider writing again (by email) or posting on their social media sites. Or you could consider taking this to the next stage – which is a Notice (or Letter) Before Action (NBA).

5.4 Unless you are very fortunate, the airline is likely to write back to say either that your claim is denied due to extraordinary circumstances, or that as your claim is affected by one of the issues presently before the Supreme Court (in the Huzar or Dawson cases) and that the airline cannot respond to your claim yet. Unfortunately, the airline is unlikely to explain to you either the true nature of the reason for the delay, or what efforts they took to minimise it. Indeed, it is only once you commence court action that they are legally obliged to disclose this information.

5.5 When you receive your initial refusal, you are at liberty to write back, explaining that you understand the law and that the airline have not been able to demonstrate satisfactorily a

reason not to pay you compensation. There is some anecdotal evidence that a minority of claimants have some success by doing this – especially if they can present evidence (from discussions on the forum) of others who may have been paid out on the same flight (though this in itself sets no precedent). But beware your claim descending into pointless letter tennis: once the airline has determined they won't pay, they are unlikely to change their mind.

5.6 **Notice/Letter Before Action (NBA/LBA)**: The next stage, as a preliminary action to starting a legal claim, is to write a Notice Before Action (sometimes called a Letter Before Action – they're the same thing). This should be addressed to "The Chairman" of the airline and sent to their UK Head Office. It can be emailed, which will also allow you to copy in the people dealing with your claim and will provide proof of despatch. If you send the NBA in hard copy, be sure to get free "proof of sending" from the Post Office.

5.7 The purpose of an NBA is to conform with the UK's "Pre-action protocols", which give the other side one last chance to deal with your complaint before you take legal action. There is no especial complexity to a NBA - it just needs to repeat the facts of the complaint and make clear that if the matter is not satisfactorily resolved within a specified time frame (14 days is reasonable) you reserve the right to initiate court action.

5.8 For ease of reference, a stand NBA might look like the following:

> *Dear Sir or Madam, Re: Compensation claim for delayed flight - Notice Before Action*
> *Booking reference: xxxxx*
> *Passengers: xxx*
> *xxx*
> *xxx*
>
> *Further to my letter of xxxx, I have not received a satisfactory response to my compensation claim for flight XXX on xx/xx/xxxx.*
>
> *The judgment of the Court of Justice of the European Union in Tui & others v CAA confirmed the applicability of compensation for delay as set out in the Sturgeon case. This has been subsequently acknowledged by UK courts, including the Supreme Court recently. As such, I am seeking compensation under EC Regulation 261/2004 for this delayed flight. As we were delayed by approximately x hours, therefore I am claiming €xxx per delayed passenger in my party. The total is €xxx for all passengers, plus interest @8% p.a. Should you neither settle my claim in full nor provide a full and satisfactory defence to my claim within 14 days of the date of this letter, I reserve the right to issue legal proceedings without giving you further notice in writing.*
>
> *Yours faithfully,*
> *xxx xxx*

5.9 An NBA may signal your serious intent to the airline, and there is some limited evidence that some airlines will sometimes respond positively. The recent decision by the Supreme Court in the Huzar case, which remains most legal defences of "extraordinary circumstances", may also incline the airline to settle with you. But you should not issue an NBA unless you are serious about legal action (either yourself or via a NWNF company). You will have no credibility with the airline if, having issued them with an NBA, you then seek to resume correspondence.

5.10 If the airline does not respond constructively to this letter then you can either a) initiate a legal claim; b) try to engage a NWNF company; or c) walk away. On the basis that 70% of something is better than 100% of nothing, then option b) is certainly preferable to option c) and should require little effort on your part. Make sure that you choose a NWNF that has a solid reputation for professionalism and activity; when you sign a contract, you have legally assigned your claim to them, and there will be penalties if you seek to withdraw from the arrangement.

5.11 If the airline continues to prevaricate, or indicates that it requires more time to consider your case, you will want to decide carefully how to respond. You could agree to give them more time; your NBA remains valid if you subsequently start legal action. But you also need to be conscious that the clock is still ticking (to a six year time frame – or five years in Scotland). So if your claim is approaching the six year mark, you would be well advised to lodge your claim with the court. Starting legal action, even if it is subsequently "stayed" (ie paused) stops the clock and preserves your position. Once you are "out of time" to bring a legal case, then the airline can safely ignore you. Being in correspondence with them beforehand is irrelevant; the clock keeps ticking until your lodge the legal paperwork with the court.

5.12 Passengers may be tempted to approach the CAA for assistance, but the anecdotal experience of people on this forum is that this has been mostly a waste of time - or even damaging to their case. The CAA is funded by the airline industry, and it has failed to press airlines to respect their obligations under the Regulation. They were instrumental in drafting "Guidelines" on extraordinary circumstances which favoured the airlines and failed to reflect the true legal position – consequently depriving passengers of their legal rights. Indeed, when the matter was clarified by the Court of Appeal, the CAA initially attempted to claim that there judgment only applied to new delays . Even if those cases where the CAA have agreed that a passenger should be compensated, there are plenty of examples of the airline simply ignoring the CAA's request. So they add no real value in this process at all and you are advised to ignore them – like the airlines apparently do!

6.0 Taking Legal Action Yourself

6.1 Although it may seem a scary prospect, initiating legal action yourself is entirely possible, even if you have no previous legal experience. But it does require tenaciousness, some confidence, and a willingness to put in the time required. It is however intensely satisfying to stand up to the airlines, particularly if you have been treated badly and they have been less

than constructive in their response to your concerns. And it should now be much easier following the rulings of the Supreme Court.

6.2 One important consideration is how to proceed with legal action. If the airline has a legal presence in the UK, then you can use the conventional method (either Money Claim Online – MCOL for single claimants or the "paper form" N1). If the airline has no formal legal presence in the UK, then you should use the "European Small Claims Procedure" (ESCP). Note: This is the method you should use when taking Ryanair to court. (Dr Watson has provided an excellent "How To" guide here). Further Note: If the airline has no presence in the UK, however, you will also need to consider how you might enforce a judgment in another European country if you win. Ireland may be straightforward, but other countries will be less so.

6.3 The costs of initiating legal action vary according to the size of the claim. Unless you are exempt from the fees, you will need to pay an initial fee and then a hearing fee. These are refunded to you by the other side if you win your claim. Some of the basics are covered in this official guide. If your claim is dealt with on the small claims track (as it will be, being worth less than £10k) then neither side is able to claim the costs of their legal representation from the other, though there is liability for the other side's travel costs. In practice, I have yet to see anyone who has lost a claim be saddled with costs from the other side.

6.4 When initially making your claim, you need to provide a brief "particulars of claim". At this stage it does not need to be extensive or complicated. Indeed, if you start the claim through MCOL, there is a strict word limit. My short particulars statement was as follows:

> *I am claiming compensation for myself, my wife and our three children under Article 7 of EC 261/2004, pursuant to the Sturgeon judgment in the ECJ (Case C-402/07 of 19 November 2009), which provides for €600 per passenger to be paid in the following circumstances. These were that Monarch delayed our flight from Sharm el Sheikh to London Gatwick on 08/04/12 and did not return us until 09/04/12, a delay of some 24 hours.*
> *Despite writing to Monarch on four occasions since this event, most recently on 27 January with a final notice before action, they have declined to respond to my request for compensation.*

6.5 The airline will have two weeks to acknowledge the claim, and a further fortnight before they have to submit a copy of their preliminary defence. This is likely to be the first time you hear of the genuine cause of your delay.

6.6 You will then be sent, a few weeks later, an "allocation questionnaire" from Northampton Court (which is the effective clearing house for initial claims) which will formally put the case onto a small claims track and will invite you to nominate a court for the hearing. You should name your local court and, as the other side are a corporate entity, you ought to receive your preference. In a few cases, claims have been reported to be allocated to other courts rather than the claimants preference.

6.7 The allocation questionnaire also offers the claimant the opportunity for mediation. Mediation is done by a third party, who "shuttles" between the two parties. Though some airlines do use this process to test the resolve of the claimant, and have even been known to settle in full – particularly if the claimant seems confident about their arguments and have prepared their case well – mediation is not especially suitable for claims of this nature (which are about your statutory right to a specific amount of compensation) and most airlines do not seriously engage. Nevertheless, ticking the "yes" box shows a willingness to try to reach a settlement (and thus potentially demonstrate to the court you are not behaving unreasonably), though you are under no obligation to accept less than to what you are entitled.

6.8 You will eventually receive an Order from the court, identifying the date and location of the hearing and providing instructions for the submission and disclosure of documents to the court and the other side. Normally you will be expected to pull together a "bundle" of evidence and relevant laws that support your case, and to exchange this simultaneously with the other side, copying the court, by a specific date named in the Order. Do not be surprised if the airline do not abide by this. Anecdotal evidence suggests that they are often late and will even submit papers to the court that have not been copied to you. Make sure you draw the Judge's attention to any such irregularities, though the small claims courts do seem to permit this behaviour unfortunately.

6.9 Assembling the "bundle" takes time and effort, but it is the heart of your case. It should be topped with a more detailed "Particulars of Claim" which should be signed by the claimants and which makes the legal arguments. To give you an idea of what is required, you can see the list of documents that comprised my own bundle here. And you can read my "Particulars" document here.

6.10 You should scrutinise their material disclosed by the airline carefully and look for inconsistencies or evidence that they did not do everything appropriate to deal with the delay. If there are matters arising from the witnesses statements that you want to challenge, advise the court in advance that you want to cross-examine the witnesses (the airline will be reluctant, but you should insist). Keep your powder dry though for the hearing itself (no point in tipping the airline off!)

6.11 Not every case reaches an actual hearing: before the widespread Huzar-related stays, airlines generally tended to settle before the day of the hearing. They may well start to do so again, given they are unlikely to have a credible legal defence in the vast majority of cases. Those using the European Small Claims Process will not have a hearing, and will have the case decided by the merits of the arguments in the paperwork. Occasionally, judges in the small claims court will also order the claim can be dealt with on paper instead of in person.

6.12 Though many claimants are understandably nervous about appearing before a judge, this is your opportunity to put your case – and you should not pass it up lightly. It is generally to the advantage of the claimant to have an oral hearing, where they can challenge any untrue

assertions made by the airline or expose inconsistencies in their account. The actual hearing itself tends to be less formal than you imagine, and most judges make allowances for "litigants in person" (ie those not represented by a lawyer).

6.13 For the hearing, you should try to capture your key arguments in advance on a short piece of paper (called a "skeleton argument") which you can share with the other side and the judge on the day. If you win, and you have claimed interest in your claim, you can ask the judge to add interest at his/her discretion (the standard is 8%), as well as claim for you costs for that day (up to £70).

EXTERNAL LINKS OF INTEREST

THE RELEVANT LAW (in chronological order!):-

Regulation 261/2004 – This is the original Regulation, that came into force in early 2005:

The Wallentin-Hermann Judgment: This is the European Court judgment from December 2008 that ruled technical problems were not extraordinary, unless they stemmed from causes "not inherent in the operation of the airline" and "beyond its actual control". It also defined the "all reasonable measures" that an airline must take to prevent delay, even from extraordinary circumstances, as everything short of "intolerable sacrifice".

The Sturgeon Judgment – This is a European Court judgment from November 2009 that ruled that passengers delayed for three hours or more should be treated identically under the Regulation as those whose flights were cancelled. It also reinforced the Wallentin ruling on technical failures:

The Eglitis Judgment – This European Court judgment from May 2011 said that airlines must take account of the risk of delay caused by extraordinary circumstances and consequently provide for a certain reserve time to allow it, if possible, to operate the flight in its entirety once any extraordinary circumstances have come to an end:

The Nelson Judgment – This is the European Court judgment from October 2012 which essentially reaffirmed the Sturgeon judgment:

The Finnair Judgment – This European Court judgment, also from October 2012, ruled that 'extraordinary circumstances' resulting in an air carrier rescheduling flights cannot give grounds for denying boarding on those later flights or for exempting that carrier from its obligation to compensate a passenger to whom it denies boarding on such a flight (ie so-called "knock-ons").

The Moré Judgment – This European Court judgment from November 2012 confirmed that the time limits for claimants to claim under the Regulation were determined by national laws on statutory limitation (ie 6 years in England/Wales, 5 years in Scotland).

The McDonagh Judgment – The European Court ruled in January 2013 that even in extreme "extraordinary circumstances" (the ash-cloud from the Icelandic volcano) airlines still have a duty of care to provide for food and accommodation for stranded passengers.

The Folkerts Judgment – This judgment from the European Court in February 2013 determined that, for passengers on "directly connecting flights" whose first leg was delayed by less than three hours but who arrived at their final destination at least three hours later than the scheduled arrival time, then compensation under the Regulation is payable.

The Dawson Judgment (Judge Yelton) – Cambridge County Court ruled in July 2013 that the limitation period for bringing legal action against an airline under the Regulation was six years, not two as claimed by Thomson.

The Huzar Judgment (Judge Platts) – Manchester County Court ruled in October 2013 that just because a technical problem was unexpected or unforeseen did not make it "extraordinary", and thus Jet2.com were liable to pay Mr. Huzar compensation:

The Dawson Judgment (Court of Appeal) – The Law Lords ruled in June 2014 that the UK Courts were bound by the Moré ruling that the Regulation existed outside of the Montreal Convention, and therefore that six years, not two, was the limitation period under English law.

The Huzar Judgment (Court of Appeal) – The Law Lords also ruled in June 2014 that, though Judge Platts reasoning was incorrect, Mr. Huzar's case against Jet2.com was upheld because technical problems were generally inherent in the operation of an airline (the Wallentin test).

The Henning Judgment – This European Court judgment from September 2014 stipulates that "arrival time" for the purposes of calculating a delay is the moment that at least one of the doors of the aircraft is opened, the assumption being that this is the moment a passenger is permitted to leave the aircraft.

INTERESTING ARTICLES:-

Travel Law Group Case Updates – From July 2014, commenting on the Huzar and Dawson Court of Appeal judgments.

John Balfour, EU Air Passenger Rights - Focus on Regulation 261/2004 – Written in 2011, it offers an interesting commentary on the Wallentin and Sturgeon judgments.

Bird & Bird: Denied Boarding Regulations – Are aircraft technical problems "extraordinary circumstances"? – Written in 2009 this article (which no longer appears on the 2Birds website, oddly) offers the view that the Wallentin judgment means technical problems are not extraordinary.