Reports of Cases

JUDGMENT OF THE COURT (Eighth Chamber)

16 January 2025 *

(Reference for a preliminary ruling – Air transport – Regulation (EC) No 261/2004 – Article 3(3) – Travel free of charge or at a reduced fare not available directly or indirectly to the public – Passenger who has paid only charges and air transport taxes – Reservation in the context of a promotional campaign – Article 8(1)(c) – Right to re-routing at a later date – No requirement of a temporal link between the cancelled flight and the re-routing flight desired by the passenger)

In Case C-516/23,

REQUEST for a preliminary ruling under Article 267 TFEU from the Landgericht Frankfurt am Main (Regional Court, Frankfurt am Main, Germany), made by decision of 8 August 2023, received at the Court on 10 August 2023, in the proceedings

NW,

YS

v

Qatar Airways,

THE COURT (Eighth Chamber),

composed of N. Jääskinen, President of the Ninth Chamber, acting as President of the Eighth Chamber, M. Gavalec (Rapporteur) and J. Passer, Judges,

Advocate General: P. Pikamäe,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– YS and NW, by M. Böse, Rechtsanwalt,

– Qatar Airways, by B. Liebert and U. Steppler, Rechtsanwälte,

* Language of the case: German.

– the European Commission, by G. von Rintelen and N. Yerrell, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 3(3) and Article 8(1)(c) of 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).

2 The request has been made in proceedings between air passengers NW and YS, on the one hand, and Qatar Airways, on the other, concerning a claim seeking compensation for the failure of that air carrier to comply with its obligation to ensure the re-routing of those passengers to their final destination.

Legal context

Regulation No 261/2004

3 Recitals 1, 2, 4, 12 and 13 of Regulation No 261/2004 state:

‘(1) Action by the [European] Community in the field of air transport should aim, among other things, at ensuring a high level of protection for passengers. Moreover, full account should be taken of the requirements of consumer protection in general.

(2) Denied boarding and cancellation or long delay of flights cause serious trouble and inconvenience to passengers.

…

(4) The Community should therefore raise the standards of protection set by [Council Regulation (EEC) No 295/91 of 4 February 1991 establishing common rules for a denied-boarding compensation system in scheduled air transport (OJ 1991 L 36, p. 5)] both to strengthen the rights of passengers and to ensure that air carriers operate under harmonised conditions in a liberalised market.

…

(12) The trouble and inconvenience to passengers caused by cancellation of flights should also be reduced. This should be achieved by inducing carriers to inform passengers of cancellations before the scheduled time of departure and in addition to offer them reasonable re-routing, so that the passengers can make other arrangements. Air carriers

should compensate passengers if they fail to do this, except when the cancellation occurs in extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

(13) Passengers whose flights are cancelled should be able either to obtain reimbursement of their tickets or to obtain re-routing under satisfactory conditions, and should be adequately cared for while awaiting a later flight.'

4 Article 3 of that regulation, entitled 'Scope', provides, in paragraph 3 thereof:

'This Regulation shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.'

5 Article 5 of that regulation, entitled 'Cancellation', provides, in paragraphs 1(a) and 3 thereof:

'1. In case of cancellation of a flight, the passengers concerned shall:

(a) be offered assistance by the operating air carrier in accordance with Article 8; and

…

3. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.'

6 Article 7 of Regulation No 261/2004, entitled 'Right to compensation', provides for standardised compensation for passengers, the amount of which varies, inter alia, according to the distance of the flight.

7 Article 8 of that regulation, entitled 'Right to reimbursement or re-routing', provides:

'1. Where reference is made to this Article, passengers shall be offered the choice between:

(a) – reimbursement within seven days, by the means provided for in Article 7(3), 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 the passenger's original travel plan, together with, when relevant,

– a return flight to the first point of departure, at the earliest opportunity;

(b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or

(c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

…'.

Regulation (EC) No 1008/2008

8 Article 23 of Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ 2008 L 293, p. 3), entitled 'Information and non-discrimination', provides, in paragraph 1 thereof:

'Air fares and air rates available to the general public shall include the applicable conditions when offered or published in any form, including on the Internet, for air services from an airport located in the territory of a Member State to which the Treaty applies. The final price to be paid shall at all times be indicated and shall include the applicable air fare or air rate as well as all applicable taxes, and charges, surcharges and fees which are unavoidable and foreseeable at the time of publication. In addition to the indication of the final price, at least the following shall be specified:

(a) air fare or air rate;

(b) taxes;

(c) airport charges; and

(d) other charges, surcharges or fees, such as those related to security or fuel;

where the items listed under (b), (c) and (d) have been added to the air fare or air rate. Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process and their acceptance by the customer shall be on an "opt-in" basis.'

The dispute in the main proceedings and the questions referred for a preliminary ruling

9 On 5 August 2020, the applicants in the main proceedings made a reservation with Qatar Airways for return flights from Frankfurt am Main (Germany) to Denpasar (Indonesia), with a stopover in Doha (Qatar).

10 That reservation was made in the context of a promotional campaign organised by that operating air carrier. That campaign, run for a limited period, was reserved exclusively for health professionals and allowed them to make flight bookings with that carrier by paying only the taxes and charges relating to those bookings.

11 On 13 September 2020, Qatar Airways cancelled the flights that had been reserved.

12 In addition, that carrier operated no further flights to Denpasar until the spring of 2022.

13 By email of 8 August 2022, the applicants in the main proceedings gave Qatar Airways formal notice to re-route them to Denpasar on 20 October 2022 and to operate their return flight to Frankfurt am Main on 7 November 2022, instructing it to make the necessary arrangements for that purpose by 18 August 2022. As that formal notice produced no effect, the applicants in the main proceedings reserved the flights in question, using benefits acquired under a frequent flyer programme and paying a total price of EUR 394.62. On the date of the reservation, the market price of those flights amounted to EUR 4 276.36 per passenger.

14 The applicants in the main proceedings brought an action against Qatar Airways before the referring court, the Landgericht Frankfurt am Main (Regional Court, Frankfurt am Main, Germany), in order to obtain compensation for the failure of that operating air carrier to comply with its obligation to provide assistance under Article 8(1)(c) of Regulation No 261/2004.

15 In the context of that action, the referring court raises the question, in the first place, whether Regulation No 261/2004 is applicable in the present case.

16 In that regard, the referring court is unsure whether a passenger must be regarded as travelling free of charge, within the meaning of Article 3(3) of Regulation No 261/2004, where he or she is required to pay only air transport taxes and airport charges.

17 Moreover, it notes that, according to the case-law of the Bundesgerichtshof (Federal Court of Justice, Germany), a reduced fare granted by the air carrier to the staff of an undertaking which has concluded a framework agreement with that carrier must be regarded as being 'available to the public' within the meaning of Article 3(3) of that regulation. The referring court considers that that case-law may be applicable to the promotional campaign at issue in the main proceedings, since that campaign constitutes neither a frequent flyer programme nor a commercial programme within the meaning of that provision.

18 In the event that Regulation No 261/2004 is applicable to the situation at issue in the main proceedings, the referring court raises the question, in the second place, whether the right to re-routing, laid down in Article 8(1)(c) of that regulation, presupposes the existence of a temporal link between the cancelled flight and the re-routing flight to be operated, even if such a condition is not apparent from the wording of that provision.

19 In that regard, the referring court observes that, according to the case-law of the Oberlandesgericht Köln (Higher Regional Court, Cologne, Germany), having regard to the purpose of Article 8(1)(c) of Regulation No 261/2004, which is to protect passengers during the journey concerned, that provision does not confer on passengers a right to re-routing free of charge, at their convenience, without any temporal link with the original travel plan. According to the Oberlandesgericht Köln (Higher Regional Court, Cologne), there must be a temporal link between the cancelled flight and the re-routing flight to be operated. However, it appears that that case-law has been overturned by the Bundesgerichtshof (Federal Court of Justice). In that context, the referring court asks whether the requirement of such a temporal link follows from that provision, the wording thereof containing no indication to that effect.

20 In those circumstances, the Landgericht Frankfurt am Main (Regional Court, Frankfurt am Main) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'(1) Is Regulation … No 261/2004 to be interpreted as meaning that the passenger travels free of charge under the first alternative [of] [the first sentence of] Article 3(3) of that regulation in the case where he or she is required to pay only [charges] and [air transport] taxes for the flight ticket?

(2) If the first question is answered in the negative:

Is Regulation No 261/2004 to be interpreted as meaning that it does not concern a fare available (indirectly) to the public within the meaning of the second alternative [of] [the first sentence of] Article 3(3) of that regulation in the case where the flight was booked as part of a special offer provided by an air carrier for a limited period and in limited quantity, and which was available only to a certain [professional] group …?

(3) If the second question is also answered in the negative and Regulation No 261/2004 is regarded as applicable:
   (a) Is Article 8(1)(c) of that regulation to be interpreted as meaning that there must be a temporal link between, on the one hand, the original booked and cancelled flight and, on the other, the desired re-routing at a later date?
   (b) How should that temporal link, if necessary, be defined?'

Consideration of the questions referred

The first question

21 By its first question, the referring court asks, in essence, whether the first alternative of the first sentence of Article 3(3) of Regulation No 261/2004 is to be interpreted as meaning that a passenger travels free of charge, within the meaning of that provision, where, in order to make his or her reservation, that passenger had to pay only air transport taxes and charges.

22 In accordance with the first alternative of the first sentence of Article 3(3) of Regulation No 261/2004, that regulation is not to apply to passengers travelling free of charge.

23 It should be noted at the outset that the words 'travelling free of charge' are not defined either by Article 3(3) of Regulation No 261/2004 or by any other provision of that regulation. In those circumstances, the meaning and scope of those words must, in accordance with settled case-law, be determined by considering their usual meaning in everyday language, while also taking into account the context in which they occur and the purposes of the rules of which they are part (judgment of 30 April 2024, *Trade Express-L and DEVNIA TSIMENT*, C-395/22 and C-428/22, EU:C:2024:374, paragraph 65 and the case-law cited). Furthermore, as the Court has held, having regard to the objective of Regulation No 261/2004, referred to in recital 1 thereof and consisting of ensuring a high level of protection for passengers, an exception to the provisions granting rights to passengers must be interpreted strictly (see, to that effect, judgment of 26 October 2023, *LATAM Airlines Group*, C-238/22, EU:C:2023:815, paragraph 43 and the case-law cited).

24 As regards, first of all, the usual meaning of the words 'travelling free of charge', it must be held that they refer, in general, to a situation in which the passenger travels at no cost without having to pay any consideration for his or her plane ticket.

25 In that regard, an interpretation of those words to the effect that a passenger travels free of charge even where, in order to finalise his or her reservation, that passenger must pay a sum not in respect of the air fare but in respect of air transport taxes or charges, would be contrary to the usual meaning of those words in everyday language.

26 Next, as regards the context of Article 3(3) of Regulation No 261/2004, while it is true that that provision refers generally to the free nature of the travel without specifying the various elements making up the price of that travel, the fact remains that Article 23 of Regulation No 1008/2008

provides that the final price to be paid is to include the applicable air fare as well as all taxes, airport charges and other charges, surcharges or fees, such as those related to security or fuel. It follows that taxes and charges are not excluded from the price of the plane ticket, but form an integral part of it.

27 That interpretation is supported by the case-law of the Court, according to which passengers travelling by means of tickets for which they pay only a fraction of the price are covered by Regulation No 261/2004 where either the reduced fare paid was available directly or indirectly to the public or those tickets were issued under a frequent flyer programme or other commercial programme (order of 26 November 2020, *SATA International – Azores Airlines*, C-316/20, EU:C:2020:966, paragraph 16).

28 Lastly, as regards the purpose of Regulation No 261/2004, that regulation, as is apparent from recitals 1, 2 and 4 thereof, seeks to ensure a high level of protection for passengers and consumers, by strengthening their rights in a number of situations involving serious trouble and inconvenience, and also redressing those situations in a standardised and immediate manner (judgment of 22 April 2021, *Austrian Airlines*, C-826/19, EU:C:2021:318, paragraph 26).

29 However, an interpretation to the effect that a passenger travels free of charge and, accordingly, does not benefit from the application of the provisions of Regulation No 261/2004, even where he or she is liable to pay sums in respect of air transport taxes and charges, would undermine the purpose of that regulation which, as recalled in paragraph 28 of the present judgment, is to ensure a high level of protection for air passengers.

30 In the light of the foregoing considerations, the answer to the first question is that the first alternative of the first sentence of Article 3(3) of Regulation No 261/2004 must be interpreted as meaning that a passenger does not travel free of charge, within the meaning of that provision, where, in order to make his or her reservation, that passenger had to pay only air transport taxes and charges.

The second question

31 By its second question, the referring court asks, in essence, whether the second alternative of the first sentence of Article 3(3) of Regulation No 261/2004 is to be interpreted as meaning that a passenger travels at a reduced fare not available directly or indirectly to the public, within the meaning of that provision, where that passenger reserved his or her ticket in the context of a promotional campaign which was limited in time and in terms of the quantity of tickets offered and which was aimed at a specified professional category.

32 In accordance with the second alternative of the first sentence of Article 3(3) of Regulation No 261/2004, that regulation is not to apply to passengers travelling at a reduced fare not available directly or indirectly to the public.

33 At the outset, it should be noted that, in the present case, as part of Qatar Airways' promotional campaign, that air carrier allowed only health professionals to make flight reservations with it by paying nothing except the taxes and charges relating to such reservations. In that context, the referring court is unsure as to whether such a reduced fare, limited to a group of health professionals, must be regarded as being a fare available to the public, within the meaning of that provision.

34 In that regard, with respect to the scope of the words 'available to the public', it must be observed, as the European Commission contends, that a fare is available to the public even if not every potential customer is in a position to benefit from it.

35 Indeed, the concept of 'public' refers to an indeterminate number of potential recipients and implies, moreover, a fairly large number of people (see, by analogy, judgment of 20 June 2024, *GEMA*, C-135/23, EU:C:2024:526, paragraph 38 and the case-law cited). In order to determine whether a group of persons benefiting from a reduced fare can be distinguished from the 'public', it is necessary to ascertain, in particular, whether that group is defined with sufficient precision, whether the persons concerned meet the particular characteristics prescribed by the air carrier in order to benefit from that fare and whether that carrier provides for individual authorisation prior to the issue of the travel ticket.

36 In that regard, the group of health professionals, described in the abstract without specifying the particular characteristics connecting them, and for whom the issue of travel tickets is not subject to prior individual authorisation, is capable of constituting a public within the meaning of the second alternative of the first sentence of Article 3(3) of Regulation No 261/2004. It follows that a reduced fare limited to such a group must be regarded as being 'available to the public' within the meaning of that provision.

37 Such an interpretation is supported by the Court's case-law relating to the interpretation of Article 3(3) of Regulation No 261/2004, according to which tickets issued at a preferential fare which are available only to certain specified persons in the context of a sponsorship campaign relating to an event and which may be issued only after prior individual authorisation on the part of the air carrier cannot be regarded as being available to the public or as having been issued under a frequent flyer programme or other commercial programme (order of 26 November 2020, *SATA International – Azores Airlines*, C-316/20, EU:C:2020:966, paragraph 17).

38 In the present case, the applicants in the main proceedings reserved flights with an air carrier in the context of a promotional campaign, the duration of which was strictly limited and which was limited solely to health professionals. It is true that the fares offered as part of that promotional campaign were not available to the entire population. However, such fares were limited not to certain individually specified persons, but to a specified professional group, namely health professionals, that group consisting of an indeterminate number of persons who have no particular connection with that carrier going beyond the framework of a customer relationship.

39 In addition, as regards the quantitative limit on the number of tickets available in the context of the promotional campaign, it is apparent from the documents before the Court that that limit does not appear to derive from specific characteristics of the professional group concerned, but rather appears to be justified by practical limitations imposed by the air carrier, which was not in a position to offer such fares to the entirety of the group concerned on account of the size of that group.

40 Lastly, it must be added that an interpretation according to which a broadly defined group of persons, such as the health professionals at issue in the main proceedings, should not be regarded as being a 'public' within the meaning of the second alternative of the first sentence of Article 3(3) of Regulation No 261/2004, would be liable to disregard the objective, set out in recital 1 of that regulation, of ensuring a high level of protection for passengers.

41 In the light of all the foregoing considerations, the answer to the second question is that the second alternative of the first sentence of Article 3(3) of Regulation No 261/2004 must be interpreted as meaning that a passenger does not travel at a reduced fare not available directly or indirectly to the public, within the meaning of that provision, where that passenger reserved his or her ticket in the context of a promotional campaign which was limited in time and in terms of the quantity of tickets offered and which was aimed at a specified professional category.

The third question

42 By its third question, referred in the event that the first two questions are answered in the negative, the referring court asks, in essence, whether Article 8(1)(c) of Regulation No 261/2004 is to be interpreted as requiring, for the purposes of its application, the existence of a temporal link between the cancelled flight and the re-routing flight desired by a passenger and, if so, how that temporal link is to be defined.

43 Under Article 5(1)(a) of Regulation No 261/2004, the operating air carrier must, in case of cancellation of a flight, offer assistance to the passengers concerned in accordance with Article 8 of that regulation.

44 According to Article 8(1) of that regulation, the passengers concerned have a choice between three options, namely (i) reimbursement of the ticket subject to compliance with certain conditions, together with, when relevant, organisation of a return flight to the first point of departure, at the earliest opportunity; (ii) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or (iii) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

45 As the Court has held, that article expressly lays down the obligation on the operating air carrier to offer passengers whose flight has been cancelled the various options referred to in Article 8(1) of that regulation, which presupposes that it provides those passengers with all the information concerning the rights deriving from that provision so that they can effectively exercise their rights in the event of cancellation. Similarly, it is for the operating air carrier to provide useful information to air passengers where re-routing is not possible (see, to that effect, judgment of 8 June 2023, *Austrian Airlines (Repatriation flight)*, C-49/22, EU:C:2023:454, paragraphs 43 and 44 and the case-law cited).

46 It follows that, in the event of cancellation of the flight, it is incumbent on the air carrier to provide air passengers with the information needed to enable them to make an effective choice, namely either to obtain reimbursement of their ticket or to continue their transport to their final destination, under comparable transport conditions, at the earliest opportunity or at a later date. Thus, the enjoyment of a right to be informed cannot entail any obligation whatsoever on the part of the air passenger to contribute actively to seeking the information which the offer from the operating air carrier must contain (see, to that effect, judgment of 29 July 2019, *Rusu*, C-354/18, EU:C:2019:637, paragraphs 54 to 56).

47 In the present case, it is apparent from the order for reference that the flights originally reserved by the applicants in the main proceedings were cancelled by Qatar Airways in September 2020. That air carrier confined itself, in that regard, to informing the applicants in the main proceedings that it was not possible to operate flights to Denpasar, which was their final destination, by reason of circumstances linked to the COVID-19 pandemic, while at the same

time extending the validity of the tickets in question by two years, that is until 4 August 2022. On 8 August 2022, the applicants in the main proceedings, in accordance with Article 8(1)(c) of Regulation No 261/2004, asked that carrier to provide re-routing to their final destination at a later date at their convenience.

48 In that context, it should be pointed out that the obligation to provide assistance under Article 8 of Regulation No 261/2004 applies to the operating air carrier irrespective of the event giving rise to the cancellation of the flight. Even when exceptional circumstances arise, Article 5(3) of that regulation exempts the operating air carrier only from its obligation to pay compensation under Article 7 of that regulation (judgment of 8 June 2023, *Austrian Airlines (Repatriation flight)*, C-49/22, EU:C:2023:454, paragraph 45).

49 Moreover, Regulation No 261/2004 contains nothing that would permit the inference that it recognises a separate category of 'particularly extraordinary' events, such as the COVID-19 pandemic, beyond the 'extraordinary circumstances' referred to in Article 5(3) of that regulation, which would lead to the operating air carrier being exempted from all of its obligations, including those under Article 8 of that regulation (judgment of 8 June 2023, *Austrian Airlines (Repatriation flight)*, C-49/22, EU:C:2023:454, paragraph 46).

50 A passenger whose flight has been cancelled is therefore entitled to reparation in kind, at the expense of the operating air carrier, in the event of the latter's failure to comply with its obligation to provide assistance under Article 8(1) of that regulation, including its duty to provide information as defined in paragraphs 45 and 46 of the present judgment (judgment of 8 June 2023, *Austrian Airlines (Repatriation flight)*, C-49/22, EU:C:2023:454, paragraph 48).

51 That compensation will nevertheless be limited to what, in the light of the specific circumstances of each case, proves necessary, appropriate and reasonable to remedy the shortcomings of the operating air carrier (judgment of 8 June 2023, *Austrian Airlines (Repatriation flight)*, C-49/22, EU:C:2023:454, paragraph 49 and the case-law cited).

52 As regards, specifically, the question whether Article 8(1)(c) of Regulation No 261/2004 requires, for the purposes of its application, the existence of a temporal link between the cancelled flight and the desired re-routing flight, it is necessary, in accordance with the case-law referred to in paragraph 23 of the present judgment, to determine the matter by taking into account not only the wording of that provision but also its context and the objectives of the rules of which it is part.

53 Regarding, in the first place, the wording of Article 8(1)(c) of Regulation No 261/2004, it must be observed that it does not contain any requirement as to the existence of a temporal link between the cancelled flight and the re-routing flight to be operated. It follows from that provision only that an air passenger may request re-routing 'at a later date at the passenger's convenience, subject to availability of seats'. It is not apparent from the words 'at a later date' that they limit in time the right to re-routing.

54 It thus follows from the wording of Article 8(1)(c) of Regulation No 261/2004 that the decisive factors are the air passenger's convenience and his or her wish to be re-routed at a specified later date, the only limitation in that regard being the availability of seats. Accordingly, an operating air carrier may refuse a re-routing flight acceptable to the air passenger concerned only where there are no available seats.

55 In the second place, as regards the context of Article 8(1)(c) of Regulation No 261/2004, it should be noted that the EU legislature expressly provided for a temporal element in Article 8(1)(b) of that regulation, which consists in allowing the air passenger to request re-routing, under comparable transport conditions, to his or her final destination at the earliest opportunity. If that legislature had wished to limit in time the right to re-routing provided for in Article 8(1)(c) of Regulation No 261/2004, it would have specified this, as it did in Article 8(1)(b) of that regulation. In that context, it may also be pointed out that recitals 12 and 13 of Regulation No 261/2004 make no reference whatsoever, in the event of cancellation of a flight, to any temporal link between the cancelled flight and the re-routing flight.

56 Moreover, as is apparent from paragraph 46 of the present judgment, an air passenger, in the event of cancellation of a flight, may opt for reimbursement or subsequent re-routing. In the light of those options, in respect of which the choice is reserved to the air passenger, an interpretation according to which the temporal element provided for in Article 8(1)(b) of Regulation No 261/2004 is decisive for the purposes of the right to subsequent re-routing provided for in Article 8(1)(c) of that regulation would deprive the latter provision of its effectiveness.

57 In the third place, such an interpretation of Article 8(1)(c) of Regulation No 261/2004 is supported by the objectives of that regulation, as set out in recitals 1 and 4 thereof, consisting, inter alia, in ensuring a high level of protection for passengers and strengthening their rights, while taking full account of the requirements of consumer protection in general.

58 An interpretation which excessively limits the options offered to air passengers under Article 8(1) of that regulation would be contrary to the main objective of that regulation, which is to ensure a high level of protection for passengers.

59 Such an interpretation, moreover, is not invalidated by the assertion, made by Qatar Airways, that it would result in unreasonable costs for the operating air carriers concerned. In that regard, it should be recalled that, according to settled case-law, the importance of the objective of consumer protection pursued by Regulation No 261/2004, which includes the protection of air passengers, may justify even substantial negative economic consequences for certain economic operators (judgment of 31 January 2013, *McDonagh*, C-12/11, EU:C:2013:43, paragraph 48 and the case-law cited).

60 However, and in any event, in the present case, Qatar Airways limited the validity of the tickets issued to a period of two years after the initial reservation, due to the COVID-19 pandemic. The applicants in the main proceedings were in possession of valid tickets until 4 August 2022 and submitted their re-routing request after that date, namely on 8 August 2022.

61 In that regard, it must be noted that Regulation No 261/2004 contains no provision on the time limits for bringing actions before the national courts to obtain re-routing under Article 8(1)(c) of that regulation (see, by analogy, judgment of 22 November 2012, *Cuadrench Moré*, C-139/11, EU:C:2012:741, paragraph 24).

62 It is settled case-law that, in the absence of provisions of EU law on the matter, it is for the domestic legal system of each Member State to lay down, in accordance with the principle of procedural autonomy, the detailed procedural rules governing actions for safeguarding rights

which individuals derive from EU law, provided that those rules observe the principles of equivalence and effectiveness (judgment of 22 November 2012, *Cuadrench Moré*, C-139/11, EU:C:2012:741, paragraph 25 and the case-law cited).

63 Accordingly, in circumstances such as those at issue in the main proceedings, where air passengers request re-routing to the final destination after the date of expiry of their plane tickets, that is to say more than two years after the initial reservation, it is for the national court to determine the time limit for bringing actions to enforce their right to re-routing under Article 8(1)(c) of Regulation No 261/2004, in accordance with the principles of equivalence and effectiveness.

64 In the light of all the foregoing considerations, the answer to the third question is that Article 8(1)(c) of Regulation No 261/2004 must be interpreted as not requiring, for the purposes of its application, the existence of a temporal link between the cancelled flight and the re-routing flight desired by a passenger, since such re-routing to the final destination may be requested under comparable transport conditions at a later date, subject to availability of seats.

Costs

65 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Eighth Chamber) hereby rules:

1. **The first alternative of the first sentence of Article 3(3) of 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,**

   must be interpreted as meaning that a passenger does not travel free of charge, within the meaning of that provision, where, in order to make his or her reservation, that passenger had to pay only air transport taxes and charges.

2. **The second alternative of the first sentence of Article 3(3) of Regulation No 261/2004**

   must be interpreted as meaning that a passenger does not travel at a reduced fare not available directly or indirectly to the public, within the meaning of that provision, where that passenger reserved his or her ticket in the context of a promotional campaign which was limited in time and in terms of the quantity of tickets offered and which was aimed at a specified professional category.

3. **Article 8(1)(c) of Regulation No 261/2004**

   must be interpreted as not requiring, for the purposes of its application, the existence of a temporal link between the cancelled flight and the re-routing flight desired by a passenger, since such re-routing to the final destination may be requested under comparable transport conditions at a later date, subject to availability of seats.

[Signatures]