

## **AER LINGUS FLIGHT CANCELLATION NOTICE**

### **Applicability**

The following rules shall apply:

- in the event of the non-operation of a flight which was previously planned to be operated by us and in which at least one place was reserved;
- in respect of flights departing from an airport in the EU, and flights operated by a Community air carrier departing from an airport in a third country to an airport in the EU (unless you received benefits or compensation and were given assistance in that third country);
- on condition that you have a confirmed reservation;
- only to passengers travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer programme or other commercial programme.

### **Rules for Compensation and Assistance**

If your flight is cancelled, we will offer you:

1. A choice between:
  - (a) reimbursement within seven days (in cash, by electronic bank transfer, bank orders or bank cheques) of the full cost of your 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, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; 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.
2. In addition, we will offer you, free of charge:
  - (a) meals and refreshments in a reasonable relation to the waiting time; and
  - (b) two telephone calls, telex or fax messages, or e-mails.

3. In the event of re-routing in connection with your cancelled flight, if the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, we will also offer you:
  - (a) hotel accommodation in cases:
    - where a stay of one or more nights becomes necessary; or
    - where a stay additional to that intended by you becomes necessary; and
  - (b) transport between the airport and place of accommodation (hotel or other).
4. Except when:
  - you are informed of the cancellation at least two weeks before the scheduled time of departure; or
  - you are 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 less than four hours after the scheduled time of arrival; or
  - you are 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 less than two hours after the scheduled time of arrival; or
  - we can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

you are entitled to compensation as follows:

- (a) EUR 250 for all flights of 1 500 kilometres or less;
- (b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights between 1 500 and 3 500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b) of this paragraph.

When you are offered re-routing to your final destination on an alternative flight as described above at paragraph I. (b) or (c), and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked: (a) by two hours, in respect of all flights of 1 500 kilometres or less; or (b) by three hours, in respect of all intra-Community flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or (c) by

four hours, in respect of all flights not falling under (a) or (b) of this paragraph, we may reduce the compensation described above by 50%.

For the above purposes, “final destination” means the destination on the ticket presented at the check-in counter, or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected.

The assistance described above will apply without prejudice to any rights you may have under applicable law (including Directive (EU) 2015/2302 on package travel and linked travel arrangements) to further compensation, although any such assistance granted may be deducted from any such further compensation.

The Irish Aviation Authority has been designated as the national enforcement body (NEB) in Ireland for Regulation EC 261/2004. You can contact the IAA at The Times Building, 11-12 D'Olier Street, Dublin 2 D02 T449, tel. +353 1 603 1100, email [apr@iaa.ie](mailto:apr@iaa.ie), web [www.iaa.ie](http://www.iaa.ie). A list of the NEBs in other EU countries is available on the following website: <https://transport.ec.europa.eu/>.

*This Notice is required by Regulation EC 261/2004 of the European Parliament and of the Council of the European Union*