

## Úrskurður

### **Samgöngustofu nr. 39/2026 vegna kvörtunar um seinkun á flugi easyJet nr. EZY2260 þann 30. nóvember 2025.**

#### **I. Erindi**

Þann 11. desember 2025 barst Samgöngustofu (SGS) kvörtun frá Roberto Mario Sosa Medina og Desiree Gonzalez Romero (kvartendur). Kvartendur áttu bókað far með flugi nr. EZY2260 á vegum easyJet (EJ) kl. 09:35 þann 30. nóvember 2025 frá Keflavík til Manchester og frá Manchester til Tenerife undir annarri bókun. Áætlaður komutími var kl. 12:15. Fluginu seinkaði og raunverulegur komutími var kl. 19:30 eða seinkun um sjö klst. og 15 mínútum eftir áætlaðan komutíma.

Kvartendur fara fram á staðlaðar skaðabætur á grundvelli reglugerðar EB nr. 261/2004 um sameiginlegar reglur um skaðabætur og aðstoð til handa farþegum sem er neitað um far og þegar flugi er aflýst eða mikil seinkun verður, sbr. reglugerð nr. 466/2024 um réttindi flugfarþega. Kvartendur fara einnig fram á endurgreiðslu kostnaðar vegna ófullnægjandi þjónustu s.s. nýtt tengiflug og hótलगistingu á meðan beðið var eftir nýju flugi.

#### **II. Málavextir og bréfaskipti**

SGS sendi EJ kvörtunina til umsagnar með tölvupósti þann 12. desember 2025. Í svari EJ, sem barst þann 18. desember kom eftirfarandi fram:

##### Extraordinary Circumstances

Flight EZY2260 (the “Flight”) was scheduled to operate on an Airbus 320 aircraft, bearing tail registration G-EZOT (the “Aircraft”), however, it could not perform to its original schedule due to adverse weather.

On the day of the Flight, KEF was under great pressure from winds out of limits, posing a challenge for ground handling and de-icing staff. (EXHIBIT 1-2) As such, EZY2259 (the “Preceding Flight”), scheduled to depart from MAN at 06:00z and arrive at 08:55z at KEF, was delayed by 6 hours and 36 minutes, attributable to IATA code 72 “Weather at destination airport”. The Preceding Flight was only allowed to depart at 12:36z and arrived at 15:28z, with a total delay of 6 hours and 33 minutes. (EXHIBIT 3-4)

The Flight, scheduled to depart at 09:35z and arrive at 12:15z, inherited the rotational delay of 7 hours and 24 minutes, attributable to IATA code 93 “aircraft rotation”. As such, the Flight departed at 16:59z and arrived at 19:40z, with a delay of 7 hours and 25 minutes. (EXHIBIT 5)

Recital 14 of the Regulation states as follows: “As under the Montreal Convention, obligations on operating air carriers should be limited or excluded in cases where an event has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier.”

The Recital makes clear that ‘extraordinary circumstances’ may occur in cases where meteorological conditions are incompatible with the operation of the flight concerned. However, the Court of Justice of the European Union (the “CJEU”) confirmed that the lists of examples contained within Recital 14 are “indeed only indicative”. (*fn. Wallentin-Hermann v Alitalia (Case C-549/07) § 22*) It is our view that, as a matter of common sense, ‘extraordinary circumstances’ may also occur in cases where meteorological conditions are incompatible with the operation of a previous flight where that causes a later flight to be disrupted.

This is consistent with the well-established test set out by the CJEU in various leading authorities (*fn. Wallentin-Hermann v Alitalia (Case C-549/07); McDonagh v Ryanair (Case C-12/1); Van der Lans v KLM (Case C-549/14); Pešková and Peška v Travel Service A.S (Case C-315/15)*) which considered the interpretation of Recital 14, namely that an event is covered by the concept of ‘extraordinary circumstances’ where it is:

- (1) not inherent in the normal exercise of the activity of the air carrier concerned; and
- (2) beyond that carrier’s actual control.

It is not inherent in the normal exercise of easyJet’s activities for meteorological conditions to be incompatible with the operation of safe flight, whether that be the flight concerned or a previous sector, nor is such an event within the actual control of easyJet. In the grand scheme of easyJet’s normal day-to-day activities, it is not a common or ordinary occurrence for meteorological conditions to be so severe that they cause a flight to be cancelled or subjected to a long delay.

Furthermore, the CJEU in *Pešková and Peška v Travel Service A.S (Case C-315/15)* confirmed that the collision between an aircraft and a bird is something which must be classified as ‘extraordinary circumstances’. In reaching that decision, the CJEU gave clear ratio decidendi in its judgment:

*“a collision between an aircraft and a bird, as well as any damage caused by that collision, **since they are not intrinsically linked to the operating system of the aircraft**, are not by their nature or origin inherent in the normal exercise of the activity of the air carrier concerned and are outside its actual control.”*

As such adverse meteorological conditions which give rise to disruption are not intrinsically linked to the operating system of an aircraft and are not, by their nature or origin, inherent in the normal exercise of the activity of easyJet nor within the actual

control of easyJet. In light of the above, it is our view that the disruption to the flight was caused by extraordinary circumstances.

#### Reasonable Measures

easyJet does take reasonable measures to avoid delays and cancellations to flights by having replacement crew and spare aircraft available in the network. In this case, there was nothing spare crew or aircraft would be able to do to mitigate the disruption as it was directly linked to poor weather conditions in KEF.

easyJet avoided both an overnight delay and cancellation by waiting for the windows of weather improvement along the 2nd half of the day, and in doing so bringing the passengers to their destination, even if with an inevitable delay.

In *Eglitis v Latvijas Republikas Ekonomikas Ministrija* (Case C-294/10) the Court of Justice of the European Union (the “CJEU”) held that, while Article 5(3) includes a provision which requires carriers to use all reasonable measures to avoid the disruption of flights, that provision is limited to ensure that it "does not result in the air carrier being led to make intolerable sacrifices in the light of the capacities of its undertaking at the relevant time".

Furthermore, in *Wallentin-Hermann v Alitalia* (Case C-549/07) the CJEU held that reasonable measures must be “appropriate to the situation, that is to say measures which are, at the time those extraordinary circumstances arise, meet, inter alia, conditions which are technically and economically viable to the air carrier concerned”.

We took all reasonable measures to avoid disruption by having spare aircraft and crew within our network and utilising these assets as required minimising disruption. It would not be economically viable for easyJet to maintain fully crewed and redundant aircraft at each and every airport which it operates to or from, in a sufficient number to cover any number of potential disruptions. Save for having an unlimited amount of spare aircraft and crew at all airports, an option which would amount to an “intolerable sacrifice” given the disproportionate cost involved, the disruption that materialised could not be avoided.

Accordingly, the measures taken were appropriate to the situation and those that were technically and economically viable at the time. There were no other reasonable measures which could have been taken to avoid the cause of the disruption to the flight or the disruption itself.

Regarding the missed flight and the extra expenses incurred, please be informed that article 16 of easyJet Terms and Conditions, accepted by the Passenger while booking the Flight, informs about no liability in case of missing connecting flights:

1. *easyJet is a point-to-point carrier and we do not operate connecting or ‘through tickets’ for our flights or the flights of other carriers.*

2. *If you have booked an onward flight with easyJet or another carrier, this represents a separate contract of carriage. We do not guarantee or accept liability for missed onward carriage on a subsequent flight. Where you choose to book such an onward flight, you are responsible for ensuring that you comply with all check-in, baggage and travel document requirements for that flight. To benefit from separate protections for self-connecting flights please see Worldwide by easyJet.*

On that basis, we have no liability to pay compensation nor the expenses mentioned to your client, as they are related to the wait period for the second flight.

SGS sendi kvartendum svar EJ til umsagnar þann 18. desember 2025. Í svari kvartenda kom m.a. fram:

There are some clear contradictions in their defense. While they mention bad weather, their own reports show their network was "Green" and the delay was actually due to "aircraft rotation" (logistics). I have also included a list of other flights that took off normally from Keflavík that same morning.

Additionally, I've included the receipts for the food and hotel expenses I had to cover, as the €18 voucher they provided was insufficient for a 7-hour delay in Iceland. ...

#### Conclusion

easyJet's own documentation shows that: • There was no airport closure, • The operational network remained in normal status, • The delay was due to an internal logistical decision of aircraft rotation.

### **III. Forsendur og niðurstaða Samgöngustofu**

SGS fer með eftirlit með réttindum neytenda samkvæmt ákvæðum XVI. kafla laga um loftferðir nr. 80/2022 og skal grípa til viðeigandi aðgerða til að tryggja að réttindi farþega séu virt, sbr. 2. mgr. 207. gr. laganna.

Farþegar og aðrir sem eiga hagsmuna að gæta geta skotið ágreiningi er varðar fjárhagslegar kröfur og einkaréttarlega hagsmuni samkvæmt ákvæðum XVI. kafla laga um loftferðir til SGS, sbr. 1. mgr. 208. gr. laganna. Náist ekki samkomulag eða sátt skal SGS skera úr ágreiningi með úrskurði.

Samkvæmt 1. mgr. 204. gr. sömu laga er flugrekanda skylt að veita farþegum aðstoð og eftir atvikum greiða þeim bætur, í samræmi við þau skilyrði sem sett eru í reglugerð sem ráðherra setur, ef: tjón hefur orðið vegna tafa á flutningi, farþega er neitað um far, flugi er aflýst eða þegar flutningi er flýtt.

Um réttindi flugfarþega er fjallað í reglugerð EB nr. 261/2004 um sameiginlegar reglur um skaðabætur og aðstoð til handa farþegum sem neitað er um far og þegar flugi er aflýst eða mikil seinkun verður, sem var innleidd hér á landi með reglugerð nr. 466/2024. Samkvæmt 2. gr. reglugerðar nr. 466/2024 er Samgöngustofa sá aðili sem ber ábyrgð á framkvæmd reglugerðarinnar samanber 16. gr. reglugerðar EB nr. 261/2004.

Um seinkun á flugi og þá aðstoð sem flugrekandi skal veita í slíkum tilvikum er fjallað um í 6. gr. reglugerðar EB nr. 261/2004. Þar kemur hins vegar ekki fram með skýrum hætti að flugrekandi skuli greiða bætur skv. 7. gr. reglugerðarinnar vegna tafa eða seinkunar eins og átt getur við þegar flugi er aflýst sbr. 5. gr. reglugerðarinnar. Með dómi Evrópudómstólsins frá 19. nóvember 2009, í sameinuðum málum C-402/07 og C-432/07, komst dómstóllinn að þeirri niðurstöðu að túlka bæri reglugerð EB nr. 261/2004 með þeim hætti að farþegar sem verða fyrir seinkun á flugi sínu sbr. 6. gr. reglugerðarinnar, eigi að fá sömu meðferð og farþegar flugs sem er aflýst sbr. 5. gr.

Af þessu leiðir að allir farþegar sem verða fyrir þriggja tíma seinkun á flugi sínu eða meira, og koma á ákvörðunarstað þremur tímum seinna eða meira en upprunalega áætlun flugrekandans kvað á um, eiga rétt á bótum skv. 7. gr., nema flugrekandi geti sýnt fram á að töfin hafi verið vegna óviðráðanlegra aðstæðna sem ekki hefði verið hægt að afstýra jafnvel þótt gerðar hefðu verið allar nauðsynlegar ráðstafanir sbr. 3. mgr. 5. gr. reglugerðarinnar.

### **Staðlaðar skaðabætur**

Fyrir liggur í málinu að kvartendur áttu bókað far með flugi nr. EZY2260 frá Keflavík til Manchester þann 30. nóvember 2025 og að fluginu seinkaði um sjö klst. og 25 mínútur. Álitafni þessa máls er hvort að seinkun á flugi kvartenda sé bótaskyld á grundvelli reglugerðar EB nr. 261/2004, sbr. reglugerð nr. 466/2024. Í því samhengi kemur til skoðunar hvort að seinkun á flugi kvartenda megi rekja til óviðráðanlegra aðstæðna í skilningi 3. mgr. 5. gr. reglugerðar EB nr. 261/2004.

Við meðferð málsins var sérfræðingur flugrekstrardeildar SGS beðinn um að leggja mat á framlögð veðurgögn EJ til að skera úr um hvort að veðuraðstæður í Keflavík þann 30. nóvember 2025 hafi verið með þeim hætti að forsvaranlegt hafi verið af hálfu EJ að seinka flugi kvartenda. Sérfræðingur flugrekstrardeildar SGS staðfesti framlögð gögn EJ um veðuraðstæður í Keflavík.

Með hliðsjón af þeim upplýsingum sem koma fram í svari sérfræðings flugrekstrardeildar SGS er það mat stofnunarinnar að seinkun á flugi kvartenda nr. EZY2260 þann 30. nóvember 2025 falli í flokk óviðráðanlegra aðstæðna í skilningi 3. mgr. 5. gr. reglugerðar EB nr. 261/2004.

Að mati SGS hefur EJ þannig sýnt fram á að félagið hafi lagt sig fram við að takmarka afleiðingar af hinum óviðráðanlegu aðstæðum eftir bestu getu. Er kröfu kvartanda um staðlaðar skaðabætur á grundvelli reglugerðar EB nr. 261/2004, sbr. reglugerð nr. 466/2024, því hafnað.

### **Krafa um afleitt tjón**

Kvartendur gera einnig kröfu um endurgreiðslu kostnaðar vegna tengiflugs frá Manchester sem þeir misstu af og öðrum tilfallandi kostnaði vegna þess. Þar sem EJ selur einungis staka leggi

þá flokkast það tjón undir afleitt tjón þar sem um aðra bókun er að ræða. SGS hefur ekki ákvörðunarvald um slíkar bótakröfur skv. reglugerð EB nr. 261/2004, lögum um loftferðir nr. 80/2022 og reglugerðum með stoð í þeim lögum. Verða kvartendur því að leita réttar síns fyrir þeirri kröfu sinni á öðrum vettvangi.

### *Úrskurðarorð*

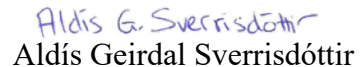
Kröfum kvartenda um staðlaðar skaðabætur úr hendi easyJet vegna seinkunar á flugi nr. EZY2260 þann 30. nóvember 2025 samkvæmt reglugerð EB nr. 261/2004 sbr. reglugerð 466/2024, er hafnað.

Kröfum um endurgreiðslu kostnaðar af afleiddu tjóni er vísað frá.

Samkvæmt 4. mgr. 208. gr. laga um loftferðir nr. 80/2022 verður úrskurði Samgöngustofu ekki skotið til annarra stjórnvalda. Þegar úrskurður hefur verið kveðinn upp geta aðilar lagt ágreining sinn fyrir dómstól á venjulegan máta. Málshöfðun frestar ekki heimild til aðfarar skv. 6. mgr. 208. gr.

Reykjavík, 27. maí 2026

  
Omar Sveinsson

  
Aldís Geirdal Sverrisdóttir