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Judgment of the Court in Case C-76/23 | Cobult

Rights of airline passengers: the passenger is deemed to have accepted reimbursement of the cost of the ticket by travel voucher where, while filling in a form on the website of the air carrier, he or she has waived reimbursement of the cost of the ticket by a sum of money

Nevertheless, it is for the air carrier to ensure that the passenger is placed in a situation where he or she is clearly informed of the means of reimbursement

An airline passenger reserved a flight from Fortaleza (Brazil) to Frankfurt am Main with a scheduled connection in Lisbon, to be performed by the company TAP Air Portugal (TAP). That connecting flight was cancelled.

To obtain reimbursement of the cost of the cancelled flight, TAP offered a choice to passengers: either immediate reimbursement by travel voucher by filling in an online form, or reimbursement by other means, for example a sum of money, provided that they contacted its customer service department beforehand so that the latter could examine the facts. TAP's conditions of acceptance state that if the passenger chooses reimbursement by travel voucher, reimbursement of the cost of the ticket in monetary form is precluded.

The passenger requested reimbursement by a travel voucher, which he immediately received by email. Two months later, he assigned his rights to Cobult, which requested TAP to make reimbursement by a sum of money corresponding to the price of the cancelled flight, within a period of 14 days. Since TAP refused to make that reimbursement, Cobult brought the matter before the German courts.

The Regional Court, Frankfurt am Main, raises the issue of the interpretation of the relevant regulation¹ and, specifically, of the concept of the 'signed agreement of the passenger', which is necessary to be able to have recourse to reimbursement by travel voucher. It asks the Court **whether the requirement to have the "signed agreement of the passenger" constitutes a formal condition to carry out reimbursement by travel voucher.** In reply, the Court confirms that the passenger is deemed to have given his or her **"signed agreement" where he or she has filled in an online form on the website of the air carrier by which he or she chose that form of reimbursement to the exclusion of reimbursement by a sum of money.** To that end, it is necessary that the passenger is able to make an **effective and informed choice.** He or she must therefore be able to **give informed consent** to reimbursement of the cost of his or her ticket by travel voucher rather than by a sum of money. That presupposes that the air carrier has provided, in a fair manner, **clear and full information as to the various means of reimbursement available to the passenger.**

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to

dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text and, as the case may be, the abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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Images of the delivery of the judgment are available on "[Europe by Satellite](#)" ☎ (+32) 2 2964106.

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¹ [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.