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**ADMINISTRATIVE DIRECTION NO. 2005/14**

**IMPLEMENTING UNMIK REGULATION No. 2004/05 ON THE  
PROVISIONAL REGULATION OF CIVIL AVIATION IN KOSOVO**

The Special Representative of the Secretary-General,

Pursuant to United Nations Interim Administration Mission in Kosovo ("UNMIK") Regulation No. 2004/05 of 23 February 2004 on the Provisional Regulation of Civil Aviation in Kosovo and UNMIK Regulation No. 2003/18 of 13 June 2003 On the Establishment of a Civil Aviation Regulatory Office for Kosovo,

For the purpose of establishing the rights of passengers departing from Pristina Airport when they are denied boarding or when their flight is cancelled or delayed,

Hereby issues the following Administrative Direction:

**Chapter 1**  
**Scope and Definitions**

**Section 1**  
**Scope of Application**

1.1 This Administrative Direction applies to passengers departing from Pristina Airport by motorised fixed wing aircraft who:

(a) Have a confirmed Reservation on the flight concerned and, except in the case of Cancellation referred to in Section 4, present themselves for check-in,

(i) as stipulated and at the time indicated in advance in writing (including by electronic means) by the Air Carrier, the Tour Operator or an authorised agent, or

(ii) if no time is indicated, not later than sixty (60) minutes before the published departure time; or

(b) Have been transferred by an Air Carrier or Tour Operator from the flight for which they held a Reservation to another flight, irrespective of the reason.

1.3 This Administrative Direction shall not apply to passengers travelling free of charge or at a substantially reduced fare not available directly or indirectly to the public. However, it shall apply to passengers holding tickets issued under frequent flyer programmes or other commercial reward program of Air Carriers or Tour Operators.

1.5 This Administrative Direction shall apply to any Operating Air Carrier providing transport to passengers covered by Section 1.1. where an Operating Air Carrier which has no contract with the passenger performs obligations under this Administrative Direction, it shall be regarded as doing so on behalf of the person having a contract with that passenger.

1.6 This Administrative Direction shall not apply in cases where a Package Tour is cancelled for reasons other than Cancellation of the flight.

## Section 2 Definitions and Interpretation

2.1 In this Administrative Direction:

“Air Carrier” means an air transport undertaking with a valid operating licence;

“Cancellation” means the non-operation of a flight which was previously planned and on which at least one place was Reserved;

“Denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Section 1.1, except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;

“Extraordinary Circumstances” includes, in particular, cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes that affect the operation of an Operating Air Carrier and should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay or the Cancellation of one or more flights by that aircraft even though all reasonable measures had been taken by the Air Carrier concerned to avoid delays or Cancellations;

“Final Destination” means the destination presented at the check-in counter or, in the case of directly connected flight, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;

“Operating Air Carrier” means an Air Carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having contract with that passenger;

“Package Tour” means the pre-arranged combination of not fewer than two of the following when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; or (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package Tour;

“Person With Reduced Mobility” means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person’s needs of the services made available to all passengers;

“Reservation” means the fact that the passenger has a ticket, or other proof, which indicated that the reservation has been accepted and registered by the Air Carrier or Tour Operator;

“Ticket” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the Air Carrier or its authorised agent;

“Tour Operator” means, with the exception of an Air Carrier, a person who, other than occasionally, organises Package Tours and sells them or offers them for sale, whether directly or through a retailer;

“Volunteer” means a person who has presented himself for boarding under the conditions laid down in Section 1.1 and responds positively to the Air Carrier’s call for passengers prepared to surrender their Reservation in exchange for benefits;

2.2 In this Administrative Direction:

(a) Words denoting the singular shall include the plural and vice versa. Words denoting gender shall include the other gender. Words denoting persons shall include bodies corporate, unincorporated associations and partnerships; and

(b) The headings are included for convenience only and do not affect the meaning of substantive provisions;

## **Chapter 2** **Denied Boarding, Cancellation and Delay**

### Section 3 Denied Boarding

3.1 When an Operating Air Carrier reasonably expects to Deny Boarding on a flight due to overbookings or other operational reasons, it shall first call for volunteers to surrender their Reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the Operating Air Carrier. Volunteers shall be assisted in accordance with Section 7, such assistance being additional to the benefits mentioned in this paragraph.

3.2 If an insufficient number of passengers volunteer to surrender their reservations to allow the appropriate number of passengers with reservations to board the flights, the Operating Air Carrier may then deny boarding to passengers with reservations against their will.

3.3 If boarding is denied to passengers against their will, the Operating Air Carrier shall immediately compensate them in accordance with Section 6 and assist them in accordance with Sections 7 and 8.

Section 4  
Cancellation

4.1 In case of Cancellation of a flight, the passengers concerned shall:

(a) Be offered assistance by the Operating Air Carrier in accordance with Section 7; and

(b) Be offered assistance by the Operating Air Carrier in accordance with Section 8.1(a) and Section 8.2, as well as, in the event of re-routing when 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, the assistance specified in Section 8.1(b) and 8.1(c); and

(c) Have the right to compensation by the Operating Air Carrier in accordance with Section 6, unless:

(i) they are informed of the Cancellation at least two weeks before the scheduled time of departure; or

(ii) they are informed of the Cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or

(iii) they are informed of the Cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and reach their final destination less than two hours after the scheduled time of arrival.

4.2 When passengers are informed of the Cancellation, an explanation shall be given concerning possible alternative transport.

4.3 An Operating Air Carrier shall not be obliged to pay compensation in accordance with Section 6, if it can prove that the Cancellation was caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

4.4 The burden of proof concerning the questions as to whether and when the passenger has been informed of the Cancellation of the flight shall rest with the Operating Air Carrier.

Section 5  
Delay

5.1 When an Operating Air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

(a) For two (2) hours or more in the case of flights of one thousand five hundred kilometres (1,500km) or less; or

(b) For three hours or more in the case of flights between one thousand five hundred kilometres (1,500km) and three thousand five hundred kilometres (3,500km); or

(c) For four hours or more in the case of all flights not falling under (a) and (b), passengers shall be offered by the Operating Air Carrier:

(i) the assistance specified in Section 8.1(a) and 8.2; and

(ii) when the reasonably expected time of departure is at least the day after the time of departure previously announced, the assistance specified in Section 8.1(b) and 8.1(c); and

(iii) when the delay is at least five hours, the assistance specified in Section 7.1(a).

5.2 In any event, the assistance shall be offered within the time limits set out above with respect to each distance bracket.

**Chapter 3**  
**Compensation, Reimbursement, Right to Care,**  
**Persons with Reduced Mobility or Special Needs**

Section 6  
Right to compensation

6.1 Where reference is made to this Section, passengers shall receive compensation amounting to:

(a) Two hundred and fifty euro (€250) for all flights of one thousand five hundred (1,500km) or less;

(b) Four hundred euro (€ 400) for all flights between one thousand five hundred kilometres (1,500km) and three thousand five hundred kilometres (3,500km);

(c) Six hundred euro (€ 600) for all flights not falling under (a) or (b).

6.2 In determining the distance for the purposes of Section 6.1, the basis shall be the last destination at which the Denied Boarding or Cancellation will delay the passenger's arrival after the scheduled time.

6.3 When passengers are offered re-routing to their final destination on an alternative flight pursuant to Section 7, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

(a) By two (2) hours, in respect of all flights of one thousand five hundred (1,500km) or less; or

(b) By three (3) hours, in respect of all flights between one thousand five hundred kilometres (1,500km) and three thousand five hundred kilometres (3,500km); or

(c) By four (4) hours, in respect of all flights not falling under (a) or (b), the Operating Air Carrier may reduce the compensation provided for in Section 6.1 by 50%.

6.4 The compensation referred to in Section 6.1 shall be paid in cash, by electronic bank transfer, bank orders of bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

6.5 The distances given in Sections 6.1 and 6.3 shall be measured by the great circle route method.

## Section 7

### Right to reimbursement or re-routing

7.1 Where reference is made to this Section, passengers shall be offered the choice between:

(a) Reimbursement within seven (7) days, by the means provided for in Section 6.4, 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 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.

7.2 Section 7.1(a) shall also apply to passengers whose flights form part of a Package Tour.

### Section 8 Right to care

8.1 Where reference is made to this Section, passengers shall be offered free of charge:

(a) Meals and refreshments in a reasonable relation to the waiting time;

(b) Hotel accommodation in cases

(i) where a stay of one or more nights becomes necessary, or

(ii) where a stay additional to that intended by the passenger becomes necessary;

(c) Transport between the airport and place of accommodation (hotel or other).

8.2 In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

8.3 In applying this Section, the Operating Air Carrier shall pay particular attention to the needs of Persons with Reduced Mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

Section 9  
Upgrading or downgrading

9.1 If an Operating Air Carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.

9.2 If an Operating Air Carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided in Section 6.4, reimburse:

(a) 30% of the price of the ticket for all flights of one thousand five hundred kilometres (1500km) or less, or

(b) 50% of the price of the ticket for all flights between one thousand five hundred kilometres (1500km) or three thousand five hundred kilometres (3500km), or

(c) 75% of the price of the ticket for all flights not falling under (a) or (b).

Section 10  
Persons with reduced mobility or special needs

10.1 Operating Air Carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.

10.2 In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care in accordance with Section 8 as soon as possible.

Section 11  
Further compensation

11.1 This Administrative Direction shall apply without prejudice to a passenger's right to further compensation. The compensation granted under this Administrative Direction may be deducted from such compensation.

11.2 Section 11.1 shall not apply to passengers who have voluntarily surrendered a Reservation under Section 3.1.

## **Chapter 4 Miscellaneous**

### Section 12 Right of redress

12.1 In case where an Operating Air Carrier pays compensation or meets the other obligations incumbent on it under this Administrative Direction, no provisions of this Administrative Direction may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the applicable law. In particular, this Administrative Direction shall in no way restrict the Operating Air Carrier's right to seek reimbursement from a Tour Operator or another person with whom the Operating Air Carrier has a contract. Similarly, no provisions of this Administrative Direction may be interpreted as restricting the right of a Tour Operator or a third party, other than a passenger, with whom an Operating Air Carrier has a contract, to seek reimbursement or compensation from the Operating Air Carrier in accordance with applicable relevant laws.

### Section 13 Obligation to inform passengers of their rights

13.1 The Operating Air Carrier shall ensure that at check-in counters a clearly legible notice in Albanian, Serbian and English, containing the following text is displayed in a manner clearly and visible to passengers:

*“If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance”.*

13.2 An Operating Air Carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out rules for compensation and assistance in line with this Administrative Direction. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact details of Civil Aviation Regulatory Office (“CARO”) shall also be given to the passenger in written form.

13.3 In respect of blind and visually impaired persons, the provisions of this Section shall be applied using appropriate alternative means.

Section 14  
Exclusion of waiver

14.1 Obligations *vis-à-vis* passengers pursuant to this Administrative Direction may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.

14.2 If, nevertheless, such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in this Administrative Direction, the passenger shall still be entitled to take the necessary proceedings before the competent courts or bodies in order to obtain additional compensation.

Section 15  
Infringements

15.1 CARO is responsible for the enforcement of this Administrative Direction as regards flights from airports in Kosovo. Where appropriate, CARO shall take the measures necessary to ensure that the rights of passengers are respected including, but not limited to imposing a fine of not more than twenty five thousand euro (€25,000) on a physical person, or not more than one hundred thousand euro (€100,000) on a corporate entity, that does not comply with the provisions of this Administrative Direction.

15.2 Without prejudice to Section 11, each passenger may complain to CARO about an alleged infringement of this Administrative Direction at any airport in Kosovo.

Section 16  
Entry into force

This Administrative Direction shall enter into force on 10 August 2005.

Søren Jessen-Petersen  
Special Representative of the Secretary-General