



## **Notice of Your Rights in accordance with Regulation EC261 and “Regulation UK261” (“Notice”)**

Dear Passenger,

At Wizz Air our priority is your safety and comfort whilst providing every passenger with the best travel experience. As an airline however, we can, at times, be faced with problems which lead to delays and cancellations. We do understand the inconvenience caused by flight disruption and sincerely apologize. Rest assured, we are doing everything we can to provide you with the appropriate means of care and alternative travel options, where applicable.

This Notice contains important information about your rights established under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 (“Regulation EC261”) and The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (the APR) or otherwise interchangeably referred to as EC 261/2004 (the Regulation) as amended by the APR in accordance with Section 3 of the European Union (Withdrawal) Act 2018 (“Regulation UK261”), together the “Regulations”), establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights) .

You may be entitled to the rights under the Regulations if:

- You have a confirmed reservation on a Wizz Air flight;
- You have presented yourself at the check-in counter before the check-in deadline as specified in our General Conditions of Carriage;
- You have presented yourself for boarding before the closure of the boarding gate as specified in our General Conditions of Carriage;
- Your flight is departing from or arriving to an airport located in the United Kingdom (unless you received benefits or compensation and were given assistance in such other country and that those benefits, compensation and assistance directly correspond to your entitlement under the Regulation);
- The ticket for your travel was purchased at a fare available to the public, including special frequent flyer programs.

You are not entitled to these rights if you are refused boarding on the basis of safety, health, security or invalid travel documentation in accordance with the applicable articles of our General Conditions of Carriage.

### **Denied Boarding**

In case of an overbooking or aircraft downgrading, Wizz Air will request volunteers to give up their seats in exchange for compensation and applicable means of care. In the event that there are insufficient volunteers, and you are involuntarily denied boarding, you are entitled to the rights defined under Section (1), Section (2) and Section (3) outlined in the Description of Your Rights section of this Notice.

### **Flight Delay**

In the event that your flight is delayed by two hours or more hours from the scheduled time of departure, depending on the length and route of your flight and length of delay, you are entitled to the benefits defined in Section (2) below. If your flight is delayed by five hours or more from the scheduled time of departure, you are entitled to the benefits defined in Section (1), Section (2) and Section (3) of this Notice.

### **Flight Cancellation**

In the event that your flight is cancelled, you are entitled to the means of care and other benefits defined in Section (1), Section (2) and Section (3) of this Notice.

### **Description of Your Rights**



### (1) Right to Reimbursement or Re-routing

If your flight is cancelled, you are denied boarding, or your flight is delayed by five (5) hours or more, you are entitled to choose between:

A) Reimbursement of the full cost of the ticket for the cancelled parts of the journey, and for the part or parts already made if the flight no longer serves any purpose in relation to your original travel plan and, if applicable, 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, at a later date at a later date at your convenience, subject to availability of seats.

### (2) Right to Care

In the event of delay, flight cancellation, or denied boarding you are entitled to receive the following assistance:

FLIGHT DISTANCE	LENGTH OF DELAY	ASSISTANCE PROVIDED
1500 km or less	2 hours or more	<ul style="list-style-type: none"> <li>Refreshments and meals at the airport in a reasonable relation to your waiting time</li> <li>Two telephone calls, or telex, fax messages or emails</li> </ul> <p>Where Wizz Air cannot provide you with these opportunities, please keep all the related receipts, and submit a reimbursement claim via <a href="#">our website</a>.</p>
1501-3500 km in the case of all intra-Community (EU-EEA) flights	3 hours or more	
3501 km or more	4 hours or more	
Any distance	Overnight delay/Re-routing to the next or subsequent days	<p>In addition to the above rights, you are entitled to:</p> <ul style="list-style-type: none"> <li>Hotel Accommodation</li> <li>Transport to and from the accommodation (or your home, if you are able to return there)</li> </ul>

### (3) Right to Compensation

If your flight is cancelled, you are denied boarding or your flight arrives to its destination with a delay of 3 hours or more from the scheduled arrival time, you have the right to pursue compensation subject to the distance and route of your flight:

DISTANCE	AMOUNT	NOTE
1500 km or less	250 EUR (or 220 GBP under UK261)	<p>When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:</p> <p>(a) by two hours, in respect of all flights of 1500 kilometres or less; or</p> <p>(b) by three hours, in respect of all flights between 1500 and 3500 kilometres; or</p> <p>(c) by four hours, in respect of all flights not falling under (a) or (b), the operating air carrier may reduce the compensation provided for in paragraph 1 by 50 %</p>
between 1501 and 3500 km and in the case of all intra-Community (EU-EEA) flights between the same distance	400 EUR (or 350 GBP under UK261)	
over 3500 km in the case of non-intra-Community (EU-EEA) flights	600 EUR (or 520 GBP under UK261)	

The above compensation shall not be paid if:

- You are informed of the cancellation of your flight 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 you are offered re-routing, with a departure time 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 you 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.

Please note that Wizz Air shall not be obliged to pay compensation if the cancellation or delay is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Each case will be evaluated individually to determine if the extraordinary circumstances defence can be relied upon.