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**Från:** Toms Balins [mailto:tob@AirBaltic.lv]

**Skickat:** den 23 januari 2014 12:35

**Till:** ARN **Ämne:** airBaltic answer (your ref.no. XXX ; our case no. XXX; Patrick XXX)

Dear Mr. XXX,

With reference to your request, Air Baltic Corporation AS (Airline) hereby informs you that it has received a claim from Patrick XXX (Passenger) regarding delayed flight BT102 on the route Stockholm – Riga on June 29<sup>th</sup>, 2013 (Flight).

Airline hereby explains that Flight was delayed due to technical reasons (due to aft cargo door position indication system defect on aircraft YL-BAH (please see attachment no. 1, seq.no. 02402)). The defect appeared short before the departure of the Flight and it was not found in previous scheduled maintenances. All previous maintenances were performed according to manufacturer's procedures and instructions (please see attachment no. 2) and no defects were found (please see attachment no. 3); therefore the defect could not be predicted and any measures in order to avoid this defect could be taken. Such problems in most cases are caused by external factors; hence it is almost impossible to predict such problems and avoid them. Airline strictly follows manufacturer's recommendations and always performs manufacturer's suggested preventive maintenance to avoid such problems. Airline also would like to explain you, that this defect is considered hidden defect and Airline obviously could not impact or prevent it and therefore according to European Commission's document "Non-exhaustive and non-binding list of extraordinary circumstances resulting from the work of NEB for application of the current Regulation (EC) 261/2004" it is considered as unexpected flight safety shortcoming (category no. 26) and thus delayed flight compensation should not be paid. Airline keeps the rights to consider the flight being delayed due to extraordinary circumstances as the technical problem stems from events which, by nature and origin, are not inherent in the normal exercise of Airline's activities and are beyond its actual control.

Airline also would like to explain you that it took all reasonable measures in order to minimize delay and negative impact on passengers. On arrival at Stockholm after the flight on the route Riga – Stockholm the aforementioned defect was discovered and according to manufacturer's procedures aircraft inspection was required. Inspection started immediately after the flight. Without inspections it is not allowed to perform flights as this defect is related to flight safety. As soon as the cause of the defect was found, technicians started to rectify it. It was impossible to predict how long it will take to avert the defect; therefore Airline offered all affected passengers rerouting to their final destinations at the earliest opportunity thus minimizing any passengers' inconveniences.

Aircraft outsourcing in this case was not considered an option as it is a very complex and time-consuming process and it takes several days to complete all formalities with other companies. Airlines are planning their fleets in advance and spare aircrafts which could be leased to other companies are usually unavailable promptly. Aircraft leasing is very costly and it would result in the air carrier being led to make intolerable sacrifices in the light of the capacities for this one particular case. It would cause also unnecessary delay for passengers. Based on the abovementioned Airline considers that the Flight was delayed due to extraordinary circumstances and Airline took all reasonable measures it could to minimize negative consequences and passengers' inconveniences. Therefore Airline does not consider Passenger's request to pay delayed flight compensation justified.

Airline also would like to inform you that after announcement about delay of the Flight and information about further procedures, passengers who contacted Airline's authorized agents were offered alternative transportations to their final destinations. As Passenger apparently did not contact Airline's authorized agents, Airline could not provide Passenger with alternative flights to his final destination and instead of contacting Airline's agents he chose to buy new tickets. According to Regulation (EC) No 261/2004 of the European Parliament and of the Council if passenger do not use Airline's offered rerouting he is not entitled to receive compensation for any additional expenses (including newly purchased tickets) or care and assistance, therefore Airline does not consider Passenger's request to refund newly purchased tickets as well as

additional hotel and postal expenses justified.

If you need any additional explanation or documentation before final decision is made, please do not hesitate to contact me directly.

**Best regards,**  
**Toms Bāliņš**  
**Customer Relations Team Leader**  
**Air Baltic Corporation**

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