



C/2024/1670

4.3.2024

Request for a preliminary ruling from the Landgericht Düsseldorf (Germany) lodged on 9 November 2023 — UW v Etihad Airways P.J.S.C.

(Case C-663/23, Etihad Airways)

(C/2024/1670)

Language of the case: German

Referring court

Landgericht Düsseldorf

Parties to the main proceedings

Applicant: UW

Defendant: Etihad Airways P.J.S.C.

Questions referred

1. Must Article 5(1)(a) in conjunction with Article 8(1)(a) and Article 7(3) of the Air Passenger Rights Regulation ⁽¹⁾ be interpreted as meaning that a passenger who bought a ticket for a flight by an operating air carrier not with money but using bonus miles under a frequent flyer programme established by another air carrier may claim reimbursement of the ticket price in money if that flight is cancelled by the operating air carrier?
2. If the first question is answered in the affirmative, is the ticket price for the purposes of Article 8(1)(a) of the Air Passenger Rights Regulation, reimbursement of which the passenger may claim in money, to be determined in such cases on the basis of the publicly available fare at which the cancelled flight in question is offered for sale by the operating air carrier or on the basis of the (average) value of the bonus miles used?

⁽¹⁾ Regulation 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 (OJ 2004 L 46, p. 1).