

# What Are My Rights if My Flight Is Canceled?

(Courtesy of Ed Perkins – Airfarewatchdog)

According to recent data, so far this year, 2.5 percent of all U.S. domestic flights were canceled, and only about 0.23 percent have been diverted to an airport other than the original destination. While these numbers are the highest they've been since 2015, your odds of being canceled are still slight, but you can face some real hassles if it does happen. You might be surprised to find that, in the U.S., no federal law or regulation specifies what "rights" you have when an airline cancels your flight. The only federal laws or regulations applying to so-called "irregular operations" deal narrowly with bumping due to an oversold flight and extended tarmac delays. Your rights as a canceled passenger derive solely from the airlines' contracts of carriage, plus relevant principles of general contract law.

**All airline contracts go to extremes to make sure you understand that:**

- (1) airlines do not guarantee schedules, and
- (2) airlines are never responsible for consequential damages—losses you might suffer because you don't arrive at your destination on time or at all.

**But in a routine cancellation, you have two basic contractual rights on any airline, subject to minor variations: either:**

- (1) a seat on your original airline's next available flight, or
- (2) a refund for the unused portion of your ticket. Some airlines go beyond those bare-bones rights. In addition, most airlines promise various forms of assistance if they cancel your flight for a reason within the line's control, but not when they cancel the flight because of bad weather or some other *force majeure* factor. Although general provisions are similar, you will find significant airline-by-airline variations in cancellation policies in four major areas.

## **What Is a Cancellation, Anyway?**

In general, airlines define "cancellation" pretty much as you'd expect. Some, however, limit cancellation procedures to cases where the airline can't get you to your destination without a delay—either a "reasonable time" in some contracts or a specific time, such as 90 minutes, in others.

## **Refunds Are Not Always Created Equal**

The almost universal policy is that when an airline cancels your flight, regardless of cause, you have a right to a full refund equal to the remaining value of your ticket. Refunds are given in the same form as the ticket was purchased, either cash or credit.

A few airlines go beyond this basic requirement to include a provision that if your onward connecting flight from a hub airport is canceled on an outbound trip, and you no longer want to continue the trip, the airline will return you to your original airport at no charge and refund the entire value of the ticket.

A few lines' contracts do not specifically promise a refund, but in practice, a refund is almost always an option.

## **What If My Flight Is Cancelled Because of COVID-19?**

As vaccines continue to roll out and travel picks back up, many airlines are relaxing their COVID-specific cancellation policies and returning to previous operations. However many airlines have continued to be more flexible if a passenger themselves wishes to make changes to their itinerary. Make sure to check your airline's site well before departure to familiarize yourself with their policies.

# Actually Getting There is No Easy Task

Most airline cancellation policies are built on the assumption that you want to get to your final destination as quickly as possible. But the lengths airlines will go to accommodate this assumption vary. Almost all airline contracts promise to get you a seat on that airline's next available flight to the ticketed destination at no extra cost. Carriers with two or more classes generally specify a seat in the same class as ticketed, but most also say that if no seat is available in the original class, they will accommodate you in a higher class with no additional fare or in a lower class with a refund of the fare difference.

A few airlines specifically allow you to reroute yourself to an alternative nearby destination, but most don't address that subject; instead, it's negotiable. But you see the most substantial differences in whether an airline will get you a seat on another carrier that can get you to your destination more quickly:

- Some airlines offer only the next available seat on their own line.
- Some airlines offer to transfer you to a carrier (or bus or train) that can get you to your destination quicker, but only at its sole discretion.
- A few lines offer transfers at your request. This provision is the remaining trace of the former near-universal Rule 240 transfer procedure widely employed before deregulation.

All airlines consider airports they serve within a multiple-airport region as equivalent destinations: Getting you to Newark, for example, is equivalent to getting you to JFK. Multi-airport regions in the U.S. are Chicago (O'Hare and Midway), Dallas-Ft Worth (International and Love Field), Houston (Bush and Hobby), Los Angeles (LAX, Burbank, Long Beach, Ontario, Orange County), New York (JFK, Newark, LaGuardia), San Francisco (SFO, Oakland, San Jose), and

Washington D.C. (National, Dulles, and Baltimore). Some airlines also conflate Ft Lauderdale, Miami, and West Palm Beach.

Contracts generally do not account for all possible details, one way or another. If, for example, the next available seat is on a red-eye and you don't want to endure a red-eye, contracts generally don't say anything about finding an alternative seat on a more suitable schedule. If the next seat to your original destination is not available within a reasonable time, most lines will agree to put you on an earlier available flight to a nearby destination: Philadelphia instead of New York/Newark, for example, or San Francisco rather than Sacramento. If you decide to abort a trip entirely, most contracts do not specify a limit to how far in the future they honor the "no fare change" provision. Sometimes you can negotiate something acceptable, sometimes not.

## Assistance During Delays

In general, if an airline cancels your flight because of a *force majeure* event outside the airlines' control, your only rights are either a refund or the next available seat to your destination. Many airlines list *force majeure* events in their contracts; Delta's list is typical:

Weather conditions or acts of God; riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions; strikes, work stoppages, slowdowns, lockout, or any other labor-related dispute; government regulation, demand, directive or requirement; shortages of labor, fuel, or facilities.

But when a cancellation is due to a problem within an airline's control—plane change, crew shortage, and such—most airlines say they'll tend to your needs in the event of an extended delay. Typically, they offer:

- Meal vouchers for delays of four hours or more.
- Hotel accommodation for extended delays. Some lines specify delay times of eight hours or more or four hours or more within the period of 10:00 pm to 6:00 am; others just say "significant" time.

Some lines exclude hotel accommodations for delays at your home airport; others do not address this specifically but apply the principle in practice.

- Given today's ubiquitous smartphones, the provision in many contracts that you get a free telephone call is an amusing anachronism. But it's there in the unlikely case you don't carry a mobile phone or its battery is dead.

## **Cancellation Rules Outside the U.S. and Canada**

The European Union mandates more extensive traveler benefits than U.S. airlines promise in their contracts. Travelers on flights within the European Union, on flights departing from any EU/EEA airport, or on flights to an EU/EEA airport on an airline based in the EU are entitled to:

- Alternative transportation, including transport on other lines, or a refund, which includes a full refund *and* a no-charge return to origin where appropriate.
- Financial compensation if finding a replacement seat delays you by three hours or more; compensation ranges from €250 to €600 depending on flight length (most flights to/from the U.S. and Canada fall into the top category). This applies in all cases save for extraordinary conditions.

EU regulations are vague about meals and accommodations.

Cancellation benefits in other countries vary, but tend to follow, at a minimum, the base formula of either a refund or the airline's next seat.

# Dealing with a Cancellation

There is not a single painless solution to a cancellation. In these days of high load factors, the next available seat may entail a substantial delay. But you can help yourself a bit:

- When an airline cancels a flight well before scheduled departure time, it often automatically rebooks you and notifies you by e-mail or text. In general, if the airline's solution is at all reasonable, take it; arranging something else is almost always a major hassle. If not, suggest your own alternative.
- If you used a travel agent and get hit with a last-minute cancellation, contact the agency or its 24/7 backup and have the agency arrange a substitute.
- Otherwise, get on your smartphone or computer, identify possible solutions, and present one or more solutions to the airline either through its call center or to the agent dealing with problems on the spot. Many details left unspecified in the contract are negotiable, and most agents would rather respond to a specific suggestion than start looking at all alternatives.
- If you're involved in a cancellation outside the U.S. or Canada, ask to see a copy of the airline's contract of carriage or equivalent customer commitment document to see what the airline does and does not promise.
- Keep your cool: The agent dealing with you at a busy airport didn't cause the cancellation and can't offer seats that aren't there. Getting aggressive is **likely to gain you less assistance**, not more.