

## **General terms of sales and contract and Air carrier liability for passengers and their baggage**

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation (in particular Article 10 of EC Regulation 2027/97 Regulation on air carrier liability in respect of the carriage of passengers and their baggage by air (as amended by Regulation (EC) No 889/2002) and the Montreal Convention.

### **Important information**

Before departure, please read carefully this information, including notices and the Conditions of Contract below.

### **Check-in time limit**

Check in time limit means the latest time prior to the scheduled departure time, as shown on the flight coupon, by which the passenger must be accepted for the flight, have their baggage checked and obtain their boarding pass. After this time limit, the flight will be closed. Carrier will not be liable for the non-acceptance of a passenger reporting for a flight already closed.

### **Notice of government imposed taxes, fees and charges**

The price of this ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. These taxes, fees and charges, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the "TAX, FEE/CHARGE" box(es) of this ticket. You may also be required to pay taxes, fees and charges not already collected.

### **Notice regarding identity of the operating carrier**

As established in article 11 of European Parliament and Council Regulation CE No 2111/2005 of December 14th, 2005, the air carriage contractor shall inform the passenger of the identity of the operating air carrier. Where the identity of the operating air carrier is not yet known at the time of reservation, the air carriage contractor shall ensure that the passenger is informed of the identity of the operating air carrier as soon as such identity is established.

### **Compensation in the case of death or injury.**

There are no financial limits to the liability for passenger injury or death. For damages up to 113 100 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs.

**Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4 694 SDRs.

**Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 131SDRs.

**Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1 131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

**Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.