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GENERAL CONDITIONS OF CARRIAGE


(Passengers and Baggage)

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Edited by Air Europa Líneas Aéreas

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ARTICLE 1

DEFINITIONS

When passengers purchase a ticket for an Air Europa flight, passengers are entering into a contract of carriage with Air Europa to which these general conditions apply:

Agreed Stopping Places

Means those places, except the place of departure and the place of destination, set forth in the Ticket or shown in Carrier's timetables as scheduled Stopping Places on the Passenger's route.

Airline Designator Code

Means the two or three-character alphanumeric code which identify particular Air Carriers.

Applicable Law

Means any International, UE and National Law applicable affecting to the air transport of passengers, their baggage, cargo and mail, included but not limited the Convention, Council Regulation (EEC) n° 2027/97 about the liability of the carrier in case of an accident, dated October 9, 1997, modified by Council Regulation 889/2002, dated May 13, 2002, Council Regulation (EEC) --261/2004 of the European Parliament and by Council dated February 14,2004 - establishing common rules on compensation and assistance to passengers in the event of - denied boarding, -cancellation or long delay of flights and repealing the Council Regulation (CEE) N° 295/91 - -, in its case, Ley 48/1960 de Navegación Aérea dated July 21 as modified by Real Decreto 37/2001 dated January 19

Authorised Agent


Means a passenger sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air Passenger Transportation over the services of the Carrier and when authorised, over the services of other air Carriers.

Baggage

Means the personal property, accompanying the passenger, in connection with the trip. Unless otherwise specified, it includes both the Checked and Unchecked Baggage.

Baggage Check

Means those portions of the Ticket, which relates to the carriage of the passenger's Checked Baggage, including a claim check issued by the carrier to be attached to the ticket.

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Carriage

Means carriage of passenger and baggage, from embarkation to disembarkation, as defined in Applicable Law .

Carrier

Means including Air Europa or any air carrier who undertake to carry passengers and his baggage thereunder or undertake to perform any other service related to such air carriage, whichever is applicable pursuant to the context of the provisions of these general Conditions of Carriage.

Charter Carriage

Means carriage by an actual carrier who, by virtue of authority from the contracting carrier (Charterer or Tour Operator), performs the whole or part of the carriage pursuant to a charter agreement.

Checked Label

Means a document issued by a Carrier which is attached by the Carrier to a particular article of checked baggage for identification of such baggage.

Check-in Deadline

Means the time limits as specified by the Carrier and by which the passenger must have completed check-in formalities and received the boarding pass.

Conditions of Contract

Mean those statements contained in, or delivered with, the Ticket or Itinerary receipt (Printed Itinerary), identified as such and which incorporates, by reference, these Conditions of Carriage.


Community Air Carrier

Means Air Europa or any other Carrier with a valid operating licence, granted by a Member State of the European Union, in accordance with Regulation (EEC) No. 2407/92, dated July 23, 1992, as applicable.

Confirmed reservation

Means that the passenger has a ticket which contains:

- a) In the case of a paper ticket, a specification of the number, date and time of the flight and the notation OK in the appropriate space, or
- b) In case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

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Conjunction Ticket

Means a Ticket issued to a passenger, in conjunction with another Ticket which, together, constitute a single Contract of Carriage.

Convention

Means whichever of the following instruments, is applicable to the contract of carriage:

- (i) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999; and subsidiary
- (ii) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- (iii) The Hague Protocol, dated September 28 1955 and modifying the Warsaw Convention;
- (iv) The Montreal Protocols Nos. 1, 2 and 4 (1975), additional to the Warsaw Convention.

Coupon

Means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the named Passenger to travel on the particular flight, identified on it.

Damage

Includes death, wounding or bodily injury to a Passenger, loss, partial loss, theft or other damage arising out of or in connection with carriage or other services incidental thereto, as performed by the Carrier.

Days


Means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which Notice is dispatched shall not be counted; and provided that, for purposes of determining the duration of the validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

Domestic Flight

Means any Flight departing from and arriving at cities located inside the territory of one Single State or inside a single air space, saving the flight which has programmed any stopover in territory of another State.

Electronic Coupon

Means an electronic Flight Coupon or other value document held and maintained in our database.

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Electronic Ticket

Means the Printed Itinerary issued by the Carrier or on behalf of a Carrier, the Electronic Coupon and, if applicable, a boarding document.

Flight Coupon

Means that portion of the Ticket issued by the Carrier or on behalf of a Carrier that bears « good for passage » or, in case of an Electronic Ticket, the Electronic Coupon, and indicates those particular places between which the passenger is entitled to be carried.

Force Majeure

Means unusual and unforeseen circumstances beyond the control of the passenger and or the Carrier, the consequences of which could not have been avoided even if all due care had been exercised.

International Flight

Means any flight whose departure and arriving points are located in two different States and Flight departing from and arriving at cities located inside the territory of one Single State which has programmed any stopover in territory of another State

Passenger

Means any person, except members of the crew, carried or to be carried in an aircraft, pursuant to a Ticket.

Person Entitled to Compensation


Means passenger or any person entitled to make a claim on your behalf, in accordance with applicable law.

Passenger Coupon or Passenger Receipt

Means that portion of the Ticket issued by Air Europa or on our behalf, which is so marked and which, ultimately, is to be retained by the passenger.

Security item

Means any item or device which, for security or safety reasons, cannot be carried on board, due to applicable law.

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Special Drawing Right (SDR)

Means a unit of account established by the International Monetary Fund (IMF), whose value is periodically determined by the IMF.

Stopover

Means a scheduled stop on the journey, at a point between the place of departure and the place of destination.

Tariff

Means the published fares, charges and/or related Conditions of Carriage of a Carrier filed when required, with the appropriate authorities.

Ticket

Means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket issued by Air Europa or on our behalf, and it includes or incorporates by reference the Conditions of Contract, notices and Coupons.

Unchecked Baggage


Means any passenger baggage other than Checked Baggage.

ARTICLE 2

APPLICABILITY

1. General

- (a) These Conditions of Carriage apply only on those flights, or flight segments, where our Designator Code is indicated in the Carrier box of the Ticket for that flight or flight segment.
- (b) These Conditions of Carriage also apply to reduced fares and free carriage, except to the extent that Air Europa has provided otherwise in the Contract of Carriage or in any other contractual documents.

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- (c) These Conditions of Carriage are to be construed as an application of the Applicable Law and, unless they are inconsistent with the mentioned Applicable Law of the IATA agreements.

2. Charter operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply to the extent they are incorporated, by reference or otherwise in the charter agreement or in the Ticket.

3. Code shares

On some services, Air Europa has arrangements with Carriers, under Article 1 here above, known as "Code shares". This means that even if passengers have a reservation with Air Europa and hold a Ticket where Air Europa name or Airline Designator Code is indicated in the Carrier box, another Carrier, as defined in Article 1 here above, may operate the aircraft.

4. Overriding law


These Conditions of Carriage are applicable unless they are inconsistent with Applicable Law or Air Europa Tariffs, in which event such laws or Tariffs shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

5. Conditions prevail over regulations

Except as provided herein, in the event of the inconsistency between these Conditions of Carriage and any other regulation Air Europa may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

6. Information on the identity of the operating air carrier

Air Europa will inform to the passengers of the identity of the operating air carrier or carriers in the air carriage contracted.


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ARTICLE 3

TICKETS

1. General Provisions

- (a) Air Europa will provide carriage only to the Passenger named in the Ticket, and passengers may be requested to produce appropriate identification (ID card, passport or similar)
- (b) A Ticket is not transferable.
- (c) Some Tickets are sold at discounted fares, which may be partially or completely non-refundable.
- (d) If passengers hold a Ticket, as described in (c) above, which is completely unused, and are prevented from travelling due to Force Majeure, as defined under article 1 here above, provided that passengers promptly advise Air Europa and furnish evidence of such Force Majeure, Air Europa will provide for future travel on its flights.
- (e) The Ticket is and remains at all times the property of the issuing Carrier.
- (f) Except in the case of an Electronic Ticket, passengers shall not be entitled to be carried on a flight unless passenger provides a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, passengers shall not be entitled to be carried if the Ticket is mutilated or has been altered otherwise than by Air Europa or an Authorised Agent. In case of an Electronic Ticket, passengers shall not be entitled to be carried on a flight unless passengers provides positive identification and a valid Electronic Ticket has been duly issued to passenger's name.
- (g) In case of loss or mutilation of a Ticket (or part of it) by the passenger, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, Air Europa, upon passenger's request, will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and provided you sign an agreement to reimburse Air Europa for any costs and losses, up to the value of the original ticket, which are necessary and reasonably incurred by Air Europa or a Carrier for misuse of the Ticket. Air Europa will not claim reimbursement from passengers for any such losses, which would result from Air Europa negligence. The issuing Carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or of its agent.
- (h) When such evidence is not available or when passengers do not sign such an agreement, the Carrier issuing the Ticket may require passengers to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing


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Carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity, If upon finding the original Ticket before the expiry of its validity.

- (i) A Ticket is valuable and passengers should take appropriate measures to safeguard it and ensure it is not lost or stolen.
- (j) If passengers are travelling at a discount fare or under special conditions, they must be able to provide proof of these conditions or of the basis of the discount, at any time throughout their journey.

2. Period of validity

- (a) Except as otherwise provided in the Ticket, in these Conditions of Carriage or in the Tariffs, as defined under article 1 here above, (which may limit the validity of a Ticket, in which case the limitation will be shown on the Ticket) a Ticket is valid for:
 - (i) One year from the date of issue, or
 - (ii) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
- (b) When passengers are prevented from travelling within the period of validity of their Ticket because, at the time passengers request reservations, Air Europa is unable to confirm a reservation, the validity of such Ticket will be extended or your Ticket may be entitled to a refund, in accordance with Article 10 here below.
- (c) If, after having commenced the journey, you are prevented from travelling within the period of the validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service paid for. A medical certificate must attest the impossibility to fly. When the Flight Coupons remaining in the Ticket or, in case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket, may be extended for no more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of the other members of your immediate family accompanying you.
- (d) In the event of death of a Passenger en route, the Tickets of persons accompanying the deceased Passenger may be modified by waiving the minimum stay or extending the validity. In the event of death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Ticket and those of his or her immediate family accompanying the Passenger may likewise be modified.
- (e) Any such modification, as mentioned in (d) here above, shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of death.


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3. Coupon sequence and Use

- (a) The ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure to the final destination, via any Agreed Stopping Point. The fare paid is based upon Air Europa's Tariff and is for the transportation, as shown on the Ticket. It forms an essential part of Air Europa's Contract of Carriage with the passenger. The Ticket will not be honoured and will lose its validity if all Coupons are not used in the sequence specified in the Ticket.
- (b) Should passengers wish to change any aspect of the transportation, passengers must contact Air Europa in advance. The fare for the new transportation will be calculated and passengers will be given the option of accepting the new price or maintaining the original transportation, as ticketed. Should passengers be required to change any aspect of the transportation, due to Force Majeure, as defined under article I here above, passengers must contact Air Europa, as soon as possible and we will use reasonable efforts to transport passengers to the next Stopover or final destination, without recalculation of the fare.
- (c) Passengers must be aware that, while some types of changes will not result in a change of fare, others, such as changing the departure point (for example, the first segment/coupon is unused) or reversing the direction of travel, can result in an increase of price. Many fares are valid only on the dates and flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- (d) Each Flight Coupon contained in a passenger Ticket will be accepted for transportation in the class of service, on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be reserved subject to our Tariff and the availability of space on the flight requested.
- (e) Passengers must be aware that in the event of not showing up (NOSHO) for any flight, Air Europa may cancel the return or onward reservations, except if passengers have advised Air Europa in advance.

4. Name and address

Air Europa's name may be abbreviated to our Designator Code (UX/AEA), or otherwise, in the Ticket. Air Europa's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Air Europa's name in the Carrier box on the Ticket or, in case of an Electronic Ticket, as indicated for Air Europa's first flight segment in the Itinerary Receipt («Travel Information»).

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ARTICLE 4

FARES, TAXES, FEES AND CHARGES

1. Fares

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise stated. Fares do not include ground transportation service between airports and between airports and town terminals. Fares will be calculated in accordance with Tariffs in effect on the date of payment of the passenger Ticket, for travel on the specific dates and itinerary shown on it. Should passengers change their itinerary or dates of travel, this may impact the fare to be paid.

2. Routing


Unless otherwise provided in our Contract of Carriage or in any other contractual arrangements, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, passengers may specify their preferred routing prior to the Ticket being issued. If no routing is specified, Air Europa determines the routing.

3. Taxes, Fees and Charges

Applicable taxes and fees the passenger shall pay are charges imposed by governments or other authorities or by the airport operators. At the time the Ticket is purchased, passengers will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is according with the applicable Law an increase in tax, fee or charge shown on the Ticket, passengers will be liable to pay for the increased amount. Likewise, in the event of any taxes, fees or charges which passengers have paid Air Europa at the time of Ticket issuance are abolished or reduced such that they no longer apply, or a lesser amount is due, passengers will be entitled to claim a refund.

4. Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless any other currency is indicated by Air Europa or our Authorised Agent, at or before the time payment is made (for example, because of the non convertibility of the local currency). We may, at our discretion, accept payment in another currency.

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ARTICLE 5

RESERVATIONS

1. Reservation requirements

- (a) Air Europa or our Authorised Agent will record your reservation(s). Upon request, we will provide you with a written confirmation of your reservation.
- (b) Certain fares may have conditions, which limit or exclude your right to change or cancel reservations.

2. Ticketing time limit

If passengers have not paid for their Ticket prior to the specified Ticketing time limit, as advised by Air Europa or its Authorised Agent, Air Europa or its Authorised Agent may cancel the reservation and dispose of the relevant seat.

3. Personal data


To the extent the applicable law permits, the passenger authorises the Carrier to retain any personal data which has been provided to the Carrier or its Authorised Agents for the purpose of making a reservation for carriage, ticket issue, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to government authorities upon request of these authorities. The Carrier is further authorised to transmit such data for said purposes to its own offices, its Authorised Agents, other carriers, the provider of ancillary services or government authorities, in whatever country they may be located.

4. Seating

Air Europa will endeavour to honour advance seating requests; however, we cannot guarantee any particular seat. Air Europa reserves the right to assign or reassign seats at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons.

5. Reconfirmation of reservations

- (a) Onward or return reservations may be subject to reconfirmation within a specified time limit. Passengers will be advised when they require a reconfirmation, and how and where it should be done. If it is required and passengers fail to reconfirm, Air Europa may cancel the onward and return reservations. Should the passenger advise carrier he still wishes to travel, and provide that there is space available on the flight, Air

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Europa will reinstate the reservation(s) and transport the passenger. If there is no space available on the flight, Air Europa will use reasonable efforts to transport passengers to their next or final destination.

- (b) Passengers should check the reconfirmation requirements of any Carrier, as defined in Article I here above, involved in their journey. Where it is required, passengers must reconfirm with the Carrier whose Airline Designator Code appears in the flight to which the Ticket applies.


6. Cancellation of onward reservations

If passengers fail to show up for a flight, Air Europa may cancel their return or onward reservations, except if passengers have advised the Carrier in advance.

ARTICLE 6

CHECK-IN/BOARDING

1. Check-in Deadlines are different at every airport and Air Europa recommends that passengers inform themselves about these Check-in Deadlines and honour them. In order to permit completion of any government formalities and departure procedures sufficiently in advance of flight departure, the passenger shall arrive at carrier's check-in location and boarding gate not later than the time indicated by the carrier. Air Europa reserves the right to cancel passenger reservations if passengers do not comply with Check-in Deadlines indicated. Air Europa or its Authorised Agents will inform passengers of Check-in and boarding Deadlines for the first flight. For any subsequent flights in passengers journey, passengers should inform themselves of Check-in Deadlines.
Air Europa will not be liable for loss or expenses due to failure of the passenger to comply with the provisions of this article.
2. If passengers fail to arrive on time at check-in counters or at boarding gates or if are improperly documented under Article 13 hereinafter and, consequently, are not able to travel, Air Europa may cancel the space reserved for and disposes of the seat, without any liability to Air Europa.
3. When a Flight Coupon is not lifted at a Check-in counter, when passengers receive their boarding pass, this Flight Coupon remains under the passenger's custody and will be remitted when boarding.

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ARTICLE 7

REFUSAL AND LIMITATION ON CARRIAGE

1. Right to refuse carriage

Air Europa may refuse carriage or further transportation for reasons of safety or security, or if, in the exercise of its reasonable discretion and at any point of embarkation and/or connection, may refuse to carry passengers and Baggage if one or more of the following have occurred or if we reasonably believe may occur:

- (a) Passengers do not comply with any applicable government laws, regulations or orders.
- (b) The carriage of passengers and or Baggage may endanger or affect the safety and health or materially affect the comfort of Passengers or crew;
- (c) If passenger's mental and/or physical state, including impairment from alcohol or drugs, presents a hazard or risk to himself, to Passengers, their property and/or to crew or Air Europa's property;
- (d) Passenger has committed misconduct on a previous flight and Air Europa has reason to believe that such conduct may be repeated;
- (e) Passenger has refused to submit to a personal security check or to Baggage Check, as defined under Articles 8/5 and 13/6 here below, or the passenger has refused to provide accurate proof of identity;
- (f) Passenger has not paid the applicable fare, taxes, fees or charges;
- (g) Passenger does not appear to have valid travel documents, may seek to enter a country through which passenger may be in transit or for which passenger does not have valid travel documents, passenger has destroyed his travel documents during flight or refused to surrender them to the flight or ground crew, against receipt, when so requested, and/or passenger has documents which are outdated, which do not comply with any current governmental or international requirement or regulation or which are fraudulent, either through usurpation of identity or falsification or counterfeit of documents;
- (h) The produced air Ticket:
 - (i) Has been acquired unlawfully or has been purchased from an entity other than Air Europa or its Authorised Agents: or,
 - (ii) Has been reported as being lost or stolen, or
 - (iii) Is a counterfeit Ticket: or

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- (iv) Has any Flight Coupon, either altered by anyone other than Air Europa or its Authorised Agents, or has been mutilated;
- (i) Passenger has failed to comply with the requirements set forth in Article 3/3 here above concerning coupon sequence and use;
- (j) Passenger requires from the Carrier, at check-in or boarding, a special assistance, which has not previously been required and confirmed;
- (k) Passenger has failed to observe any applicable instructions and regulations with respect to safety or security;
- (l) When producing a flight Ticket, passenger cannot prove he is the person named in the "Name of Passenger" box,


In the above cases (g), (h), (i) and (l), Air Europa reserves the right to retain the passenger Ticket.

2. Special Assistance

- (a) Acceptance of carriage of unaccompanied minors, disabled Passengers, pregnant women, persons with illness or other people requiring assistance, is subject to prior arrangements with Air Europa. Disabled Passengers who have advised Air Europa of their disability and of any special requirement they may have at the time of ticketing, and have been accepted by Air Europa, shall not subsequently be refused carriage on the basis of such disability or special requirements.
- (b) If Passengers require a special meal to be made available by Air Europa aboard its flight(s), passengers must apply for such a meal at the time passenger makes or changes a reservation or within the period of time indicated by Air Europa. Otherwise, Air Europa shall not guarantee that the said meal will be on board the relevant flight(s). Due to operational conditions, some special meals may not be available. In such cases, we will have no liability to the passenger.
- (c) If passengers have a medical background, passengers are invited to take medical advice before boarding a flight, particularly on long-haul routes, and to take any relevant precautionary measures.

Special Assistance under this Paragraph 2 does not form part of the Contract of Carriage and must be construed as Additional services, under Article 12 hereunder.

Moreover, if passengers make a request regarding special conditions under (a) or (b) here above only at the time of check-in, Air Europa shall bear no liability if Air Europa does not or cannot comply with passenger's request and Air Europa reserve the right to deny boarding, under paragraph 1 (j) of this Article.

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ARTICLE 8

BAGGAGE

1. Free Baggage allowance

Passengers may carry Baggage free of charge, subject to the limitations and conditions contained in these Conditions of Carriage, which are available upon request from Air Europa, and for the free baggage allowance at fare provided by Air Europa.


2. Excess Baggage

Passengers will be required to pay a charge for the carriage of Baggage in excess of the free Baggage allowance at rates provided by Air Europa, and available from Air Europa or its Authorised Agents.

3. Items unacceptable as Baggage

Passengers must not include in Baggage:

- (a) Items which are likely to endanger the aircraft, persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and in the regulations of the International Air Transport Association (IATA), and in Air Europa's Regulations, as applicable to passengers (further information available from Air Europa, on request);
- (b) Items which is prohibited by the applicable laws or regulations of any State to be flown from or to;
- (c) Items which are reasonably considered by Air Europa to be unsuitable for carriage because they are dangerous or unsafe by reason of their weight, size, shape or character or which are fragile or perishable having regard to, among other things, the type of the aircraft being used. Information about unacceptable items is available from Air Europa, upon request.
- (d) Firearms and ammunition, other than for hunting or sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting purposes may be accepted as Checked Baggage if they are unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as specified in paragraph (a) here above;
- (e) Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at Air Europa discretion, but will not be permitted in the aircraft passenger cabin.

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- (f) Fragile or perishable items, money, foreign currencies, jewellery, works of art, precious metal, silverware, securities or other valuables, expensive clothes, optical and/or electronic or telecommunication devices, cameras of all kinds, musical instruments, toolbox, business documents, negotiable papers, passports and other documents, samples and shares, as well as any valuable item;
- (g) Live animals, except pets and in so far as provisions contained in paragraph 10 of this Article are implemented;

If, despite being prohibited, any items referred to in subparagraphs (a) through (f) here above, are included in passenger's Baggage, Air Europa shall not bear any particular liability for any loss or damage to such items, other than the current provisions of Air Europa liability regime, as defined in Article 15 here below.

4. Right to refuse carriage


- (a) At any embarkation point or any intermediate point, Air Europa may refuse the carriage as Baggage, or the continuous carriage, upon discovery, of any item described in paragraph 3 here above as prohibited for carriage as Baggage.
- (b) Air Europa may refuse to carry as Baggage any item reasonably considered by Air Europa as unsuitable for carriage because of its size, shape, weight, content, character, or for safety, security or operational reasons, or for the comfort and convenience of other passengers. Information about unacceptable items is available upon request.
- (c) Air Europa may refuse to accept Baggage for carriage, unless, in our reasonable opinion, it is properly and securely packed in suitable containers. Information about packing and container unacceptable to Air Europa are available upon request.

5. Right of search

For reasons of safety and security, Air Europa may request that the passengers permit a search and scan of it's person or it's Baggage. If the passenger is not available, it's Baggage may be searched in his absence, for the purpose of determining whether it contains any item described in Paragraph 3 here above or any firearm, ammunition or weapons, which have not been presented to Air Europa. If the passenger is unwilling to comply with such request, Air Europa may refuse to carry the passenger and it's Baggage. In the event a search or other scan causes Damage to the passenger and it's Baggage, Air Europa shall not be liable for such Damage, unless due to our fault or negligence.

6. Checked Baggage

- (a) Upon delivery to Air Europa of passenger's Baggage, which he wishes to check, Air Europa will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

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- (b) Checked Baggage must have the passenger's name or other personal identification affixed to it.
- (c) Checked Baggage will, whenever possible, be carried on the same aircraft as the passenger, unless Air Europa decides, for safety, security or operational reasons, to carry it on an alternative flight. If the passenger Checked Baggage is carried on a subsequent flight, Air Europa will deliver it to the passenger, unless applicable law requires the passenger to be present for customs clearance.

7. Unchecked Baggage


- (a) Air Europa may specify maximum dimensions and/or weight for Baggage which the passengers carry on to the aircraft and/or limit the number of Baggage with actual limitations of a maximum weight of 9 Kilos and dimensions can not exceed 55x35x25 cm. . If Air Europa has not done so, Baggage which the passenger carry onto the aircraft must fit under the seat in front of him or in an enclosed storage compartment in the aircraft cabin. If passenger's Baggage cannot be stored in this manner or is of excessive weight or is considered unsafe for any reason, it must be carried as Checked Baggage. Such Baggage may be checked at any time before flight departure.
- (b) Objects not suitable for carriage in cargo compartments (such as musical instruments and the like) and which do not meet the requirements of (a) above will only be accepted for carriage in the passenger cabin compartment, if passengers have given Air Europa notice in advance and permission has been granted by the Company. The passenger may have to pay a separate charge for this service.

8. Excess value declaration and charge

Available, except for certain types of valuable articles

9. Collection and delivery of Checked Baggage

- (a) Subject to paragraph 6 (c) here above, passengers shall collect their Baggage as soon as it is made available at their destination or Stopover. Should the passenger not collect it within a reasonable time, Air Europa may charge a reasonable storage fee. Should the Baggage not be claimed within six (6) months of the time it was made available, Air Europa may dispose of it, without any liability to the passenger.
- (b) Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to the delivery of the Checked Baggage.
- (c) If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage identification tag, Air Europa will deliver the Baggage to such person only on condition that he/she establishes, to Air Europa's satisfaction, his/her right to the Baggage. If required by Air Europa, the said person shall furnish adequate coverage to indemnify Air Europa for any loss, Damage or expense which may be incurred by Air Europa, as a result of such a delivery.

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10. Animals

If Air Europa agrees to carry animals, they will be accepted for carriage subject to the following conditions:

- (a) Passengers must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by States of entry or transit, failing to produce the required documents will result in the non acceptance for carriage. Such carriage may be subject to additional conditions specified by Air Europa and available on request;
- (b) If accepted as Baggage, animals, together with its container and food, shall not be included in the passenger free Baggage allowance but shall constitute excess Baggage, for which the passenger will pay the applicable excess baggage rate;
- (c) Service animals, together with its container, accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the normal free baggage allowance, subject to conditions specified by Air Europa and available on request;
- (d) Where carriage is not subject to the liability rules of the Applicable Law , Air Europa shall not be responsible for injury or loss, sickness or death of an animal, which Air Europa has agreed to carry, unless Air Europa has incurred in negligence.
- (e) Air Europa will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or transit through any country, State or territory and the person carrying the animal must reimburse Air Europa for any fines, costs, losses or liabilities reasonably imposed or incurred by Air Europa as a result.


ARTICLE 9

SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

1. Schedules

Before Air Europa accepts passenger bookings, passengers will be notified of the scheduled flight time in effect as of that time, and it will be shown on the passenger Ticket. It is possible that Air Europa may need to change the scheduled flight time subsequent to issuance of passenger Tickets. If passengers provide Air Europa with their contact information, Air Europa will endeavour to notify passengers of any such changes.

If, after passengers have purchased their Ticket, and Air Europa make a significant change to the scheduled flight time, which is not acceptable to the passenger, and Air

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Europa is unable to book a passenger on an alternative flight, which is acceptable to the passenger, passengers will be entitled to a refund, in accordance with article 10/2 here under.

2. Cancellation, Rerouting, Delays

- (a) Air Europa will take all necessary measures to avoid delay in carrying passengers and Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, Air Europa may arrange a flight to be operated on its behalf by a Carrier, under article I here above, or provide other means of transportation.
- (b) Without prejudice to the established by the Applicable Law, if Air Europa cancels a flight, fail to operate a flight reasonably according to schedule, fail to stop at passengers Stopover or destination, or causes passengers to miss a connecting flight on which passengers hold a confirmed reservation, under a single Contract of Carriage, Air Europa shall, at passengers option, either:
- (i) Carry passengers, at the earliest opportunity, on another of Air Europa's scheduled services on which space is available, without an additional charge and, when necessary, extend the validity of the Ticket; or
 - (ii) Within a reasonable period of time, re-route passengers to the destination indicated on their Ticket by Air Europa's own air carriage or those of a Carrier, as defined under Article I here above, or by other mutually agreed means and class of transportation, without additional charges. If the fare and charges for the revised routing are lower than the refund value of the Ticket or applicable portion thereof, we shall refund the difference, or
 - (iii) Make a refund, in accordance with the provisions of Article 10/2 hereunder.
- (c) According to the established by the Applicable Law, - specially in reference to Regulation 261/2004, in event of a cancellation or a delay for more than two hours, the passenger could request at check-in counter or at the boarding gate the text stating his rights.

3. Denied Boarding - for Overbooking

According to the established by the Applicable Law, - specially in reference to Regulation 261/2004, in event of denied boarding, the passenger could request at check-in counter or at the boarding gate the text in which appear his rights.

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ARTICLE 10

REFUNDS

1. General

Air Europa will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariffs, as follows:

- (a) Except as hereinafter provided for in this Article, Air Europa shall be entitled to make refund either to the person named on the Ticket, or to the person who has paid for the Ticket, upon presentation of a satisfactory proof of such payment;
- (b) If a Ticket has been paid for by a person other than the Passenger named on the Ticket and if the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person paying for the Ticket, or to that person's order;
- (c) Except in case of lost Tickets, refunds will be subject to the surrender to Air Europa of the Passenger Coupon and of all unused Flight Coupons;
- (d) A refund made to anyone presenting a Passenger Coupon and all unused Flight Coupons and holding himself out as a person to whom refund may be made under subparagraphs (a) or (b) here above, shall be deemed a proper refund and shall discharge Air Europa from any liability and from any further claim for refund.


2. Involuntary Refunds

If Air Europa cancels a flight, fail to operate a flight reasonably according to schedule or fail to stop at passenger's destination or Stopover or cause passenger to miss a connecting Flight, on which passenger holds a reservation under a single Contract of Carriage, the amount of the refund shall be:

- (a) If no portion of the Ticket has been used, an amount equal to the fare paid;
- (b) If a portion of the Ticket has been used, no less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used. Except if the flight is no longer serving any purpose in relation to the passenger's original travel plan the full cost of the ticket at the price at which it was bought must be refund.

3. Voluntary Refund

- (a) If passengers are entitled to a refund for reasons other than those set out in paragraph 2 of this Article, the amount of the refund shall be:
 - (i) If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

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(ii) If a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees;

(b) The refunds under this paragraph 3 are not applicable when and if precluded by any governmental requirements or by Air Europa's regulation, as known to passengers, when Tickets are bearing a "NON REFUNDABLE" remark.

4. Refund of lost or stolen Tickets


If passengers lose their Ticket or any portion thereof or if their Ticket or portion thereof has been stolen, upon furnishing Air Europa with satisfactory proof of the loss or the theft, and payment of a reasonable administration fee, refund will be made as soon as practicable, after the expiry of the validity period of the Ticket, on condition that:

- (a) The lost or stolen Ticket, or portion of it, has not been used, previously refunded or replaced;
- (b) The person to whom the refund is made undertakes, in such form as may be prescribed by Air Europa, to repay the amount refunded, in the event of fraud and to the extent that the lost or stolen Ticket or portion thereof is used;
- (c) If Air Europa or its Authorised Agent lose the Ticket or portion of it, the loss shall be Air Europa's responsibility.

5. Right to refuse refund

Air Europa may refuse to process a refund:

- (a) Where application is made after the expiry of the validity of the Ticket;
- (b) On a Ticket which has been presented to Air Europa, or to Government officials of a State, as evidence of intention to depart from the territory of that State, unless passengers establish, to our satisfaction, that passenger has permission to remain in the State or that passenger will depart therefrom by a Carrier, under Article I here above, or another means of transportation;
- (c) If passenger has not been admitted by the local authorities either at passenger's destination or at any intermediate point, and, consequently, passengers have been sent back to their point of embarkation or any other point;
- (d) In case of a Ticket either stolen or counterfeited;
- (e) If passengers claim a refund in a currency different from the currency of payment;
- (f) If a Ticket is marked "NON REFUNDABLE".

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- (g) In cases as stated in Article 11.1 and 11.2
- (h) If passenger fail to fulfil the stated in Article 13.2


6. Currency

- (a) Subject to applicable law, Air Europa reserves the right to make a refund in the same manner and the same currency used for payment for the Ticket.
- (b) If Air Europa accepts a refund in another currency than the currency of payment, such refund shall be made at the exchange rate(s) and under conditions as determined by Air Europa.

ARTICLE 11

CONDUCT ABOARD AIRCRAFT

1. If, in our reasonable opinion, Passengers conduct themselves aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with crew instructions, including, but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to Passengers or to crew, as well as to any property, Air Europa may take such measures as deemed reasonably necessary to prevent continuation of such conduct, including coercive measures. Passengers may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.
2. For safety reasons, Air Europa shall forbid or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, CD players, portable radios, electronic games or transmitting devices, radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

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ARTICLE 12


ARRANGEMENTS FOR ADDITIONAL SERVICES

1. Subject to applicable law, and if in the course of concluding the Contract of Carriage by air, Air Europa also agrees to make arrangements for passengers with any third party to provide any services other than carriage by air, or if Air Europa issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as hotel reservations or car rental, in doing so Air Europa acts solely as an agent. The terms and conditions of the third party service provider will apply and Air Europa shall bear no liability to passengers for default in such additional services.
2. If Air Europa supply surface transportation, other conditions of carriage, and, particularly, other liability regimes, may apply to the said surface transportation. Such other conditions of carriage and/or other regimes are available from the Carrier performing the surface transportation, as the case may be, on request.

ARTICLE 13

ADMINISTRATIVE FORMALITIES

1. **General**
 - (a) Passengers are responsible for obtaining all required travel documents and visas for complying with all laws, regulations, orders, demands and travel requirements and visas or applicable permits from States or Countries to be flown from, into or through which passengers transit, and passengers must comply with all requirements of the States or Countries with respect to immigration and border control.
 - (b) Air Europa shall not be liable for the consequences to passengers resulting from failure to obtain such documents or visas or to comply with the requirements stated in subparagraph (a) here above.
2. **Travel documents**
 - (a) Prior to travel, passengers must present, if required by Air Europa, all exit, entry, transit, health and other documents required by laws, regulations, orders, demands or other requirements of the States or countries concerned, and permit Air Europa to take or retain copies thereof.
 - (b) Air Europa reserves the right to refuse carriage if passengers have not complied with the above requirements or if travel documents do not appear to be in order.

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3. Refusal of entry

If passengers are denied entry into any State or territory, passengers will be responsible to pay any fine or charge assessed against Air Europa by the State concerned and for the cost of transport from that State or territory. The fare collected for carriage to the point where passengers were denied entry will not be refunded by Air Europa.

4. Passenger responsible for fines, detention costs, etc

If Air Europa is required to pay or deposit any fine or penalty to incur any expenditure by reason of passenger's voluntary or involuntary failure to comply with or to produce travel documents compliant with laws, regulations, orders, demands or other travel requirements of the States or territories concerned or to produce the required documents, passengers shall reimburse Air Europa, on demand, any amount so paid or deposited and any expenditure so incurred. Air Europa may apply, towards such payment or expenditure, the value of any unused carriage on passenger's Ticket, or any of passenger's funds in our possession.

5. Customs inspection

If required, passengers shall be present during inspection of their Baggage, Checked or Unchecked, by Customs or other State officials. Air Europa will not be liable to passengers for any loss or damage suffered in the course of such inspection or through passenger's failure to comply with these requirements.


6. Security inspection

Passengers shall submit themselves and/or their Baggage to any security checks by Government officials, airport authorities, any implied Carrier, under Article I here above, or by Air Europa.

ARTICLE 14

SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers, under one Ticket or a Conjunction Ticket, is regarded as a single operation, for the purposes of the Applicable Law, it being understood that each Carrier is responsible only for the carriage it is performing on its own. However, your attention is drawn to Article 15.1.c (i) hereunder.

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ARTICLE 15

LIABILITY FOR DAMAGE

1. General

Air Europa's liability and that of any Carrier, under Article I here above, will be determined by the Conditions of Carriage of the Carrier issuing the Ticket, unless otherwise stated. When engaged, Air Europa's liability will be as follows:

- (a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Applicable Law
- (b) Except with regard to public social insurance or similar bodies or any surrogated party and according to Applicable Law Air Europa agrees to renounce any limit of liability in case of death, wounding or any other bodily injury suffered by a Passenger, if the accident, under Applicable Law, which caused the Damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking Passengers, under the Applicable Law ;
- (c) To the extent the foregoing is not in conflict with the contents of these Conditions of Carriage and without prejudice to the established according to the Law currently in force -
 - (i) With respect to Checked Baggage, passengers shall - have a right of action against the first –and the last Carrier on the related air travel; or against any other carrier which operates a segment of the intermediary flight and it is proved that the damage has been done at this moment, destroying or delaying the mentioned baggage.
 - (ii) Liability shall be limited to proven Damages, and, in no event, Air Europa shall be liable to indirect Damages, as well as any form of non-compensatory Damages;
 - (iii) Air Europa is not liable for any Damage arising from Air Europa's own compliance with any laws of Government Regulations, orders or requirements, or from passenger failure to comply with the same;
 - (iv) Air Europa is not liable for Damage to Unchecked Baggage unless that Damage is caused by our negligence, as proven by the passenger;
 - (v) Air Europa shall not be liable for any illness, injury or disability, including death, attributable to passenger's physical or mental condition or for the aggravation of such condition;
 - (vi) The Contract of Carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to Air Europa's Authorised Agents, servants,

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employees and representatives, to the same extent as they apply to Air Europa. The total amount recoverable from Air Europa and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of Air Europa's liability, if any;

- (vii) Any liability Air Europa has for Damage will be exempt or reduced by any negligence on passenger's part which causes or contributes to the Damage, in accordance with applicable law;
- (viii) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of Air Europa's liability, under the Applicable Law.

2. Applicable provisions to both international and Domestic Flights

(a) Bodily injury:

- (i) In accordance with Applicable Law, Air Europa shall be liable for Damage sustained in case of death or wounding of or any other bodily injury suffered by the Passenger, if the accident which caused the Damage so sustained took place on board the aircraft or in the course of any of the operations of embarking and disembarking Passengers, under the Applicable Law, and without prejudice to Air Europa's liability exclusions here below;
- (ii) Nevertheless, Air Europa may exempt or reduce the mentioned liability if Air Europa proves that:
 - the death, the wounding or any other bodily injury resulted from the state of health, physical or mental, of the Passenger, as existing before the operations of embarking Passengers; or
 - the Damage, under (a) (i) of this paragraph, has been caused or contributed to by the negligence of the Passenger or by his/her state of health previous to boarding the flight;
- (iii) There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approximately EUR 123,122) Air Europa cannot contest claims for compensation. Above that amount, Air Europa can defend itself against a claim by proving that it was not negligent or otherwise at fault or that the mentioned injury or death has been caused solely by an act of negligence or omission by a third party.
- (iv) Amount of the repairable Damage:
 - The recoverable amount will cover the repair of the Damage, as fixed by amicable settlement, way of expertise or the relevant Court;
 - Air Europa shall compensate the Passenger for recoverable compensatory damages only and for the portion in excess of any payment received from any public social insurance or similar body.

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- (v) Air Europa reserves all rights of recourse against any third party including, without limitations, rights of contribution and indemnity;
- (vi) In case of death, wounding or any bodily injury resulting from an air accident, under paragraph 2 (a) (i) and according to Applicable Law, Air Europa 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 16000 SDRs (approximately EUR 17,418). This advance payment shall be deducted from the definitive amount to be paid for liability according to this section a)

(b) **Delay:**

(i) Features of the compensable Damage:


- Delay is not a source of prejudice as such: direct damage only shall be compensable, exclusively of any indirect damage or any form of non-compensatory Damage;
- Passengers shall prove the Damage caused by the delay;

(ii) Extent of liability:

- Air Europa shall not be liable for Damage produced by a delay if Air Europa proves that it has taken all necessary measures to avoid the Damage or that it was impossible for Air Europa to take such measures;
- Air Europa shall not be liable for Damage produced by a delay caused by passengers or which passengers have contributed to;

(iii) Extent of compensation:

- The amount of the repair is determined by the Damage as proven by the passenger and within the limitations contained in the Applicable Law (up to 4694 SDRs –approximately EUR 5,110-);
- In case of delay in the delivery of Checked Baggage, Air Europa may, by way of a lump sum, compensate passengers for first needs expenses occasioned by this delay, when the delay occurs outside the place where passengers currently reside.

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(c) **Baggage:**

(i) Exclusions of liability:

- Air Europa shall not be liable for Damage of Baggage, if caused by the property contained in Baggage. If passenger's property causes injury to another person or Damage to another person's property or to Air Europa's property, passengers shall compensate Air Europa for all losses and expenses incurred by Air Europa, as a result thereof;
- Air Europa assumes no liability for fragile or perishables articles
- Air Europa shall not bear a particular liability, other than Air Europa's liability under sub-paragraph (ii) hereunder

(ii) Amount of the compensation:

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 1131 SDRs (approximately EUR 1,231).

Destruction, loss or damage to baggage


The air carrier is liable for destruction, loss or damage to baggage up to 1131 SDRs (approximately EUR 1,231). 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.

ARTICLE 16

TIME LIMITATION ON CLAIMS AND ACTIONS

1. Notice of claims for Baggage

- (a) Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage, unless passengers prove otherwise.

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|  <p>AirEuropa www.aireuropa.com</p> | <p>GENERAL CONDITIONS OF CARRIAGE</p> | <p>ISSUED: January 2010</p> <p>Revision 6</p> | <p>UNCONTROLLED COPY IF PRINTED</p> <p>PAGE 30</p> |
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- (b) According to Applicable Law, no action for Damage, however founded, shall be brought regarding Checked Baggage unless passengers deliver a complaint to Air Europa. If passengers wish to file a claim or an action regarding the Damage to Checked Baggage, passengers must notify Air Europa or the Carrier, under Article I here above, as soon as he discovers the Damage and, at the latest, within seven (7) days, or in case of a delay, twenty-one (21) days from the date on which the Baggage has been placed at passenger's disposal. If no notice of claim is delivered by the passenger in the above mentioned time limits, the passenger will lose his right to bring an action.
- (c) As soon as Air Europa receives a complaint for any loss or Damage, Air Europa will file a Property Irregularity Report (PIR) with reserves, if need be. This Property Irregularity Report shall not be considered as the claim or action referred in paragraph 1(b) of this Article.

2. Limitation of actions

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.

3. Time limitation

Any action under (1) and (2) here above must be carried out in writing and within the indicated time limit.

ARTICLE 17

MODIFICATION AND DELETION

No Agent, employee or representative of Air Europa has authority to alter, modify or delete any provision of these Conditions of Carriage.

ABBREVIATION OF NAME:
AIR EUROPA (UX/AEA)