

## **IBERIA CONDITIONS OF CARRIAGE**

As used in this contract, "ticket" means "passenger ticket and baggage check", of that they are part the "conditions of contract" and the notices; "contractual carrier" means every air carrier who transports or promises to transport the passenger and his baggage hereunder or who realizes any other service related to the above mentioned air transport; "de facto carrier" means every carrier who realizes any quite or departs from the transport hired with the carrier contractual and authorized by this one; "electronic ticket" means the Itinerary / receipt expressed for or on behalf of the contractual carrier, the Electronic Coupons and, if applicable, a boarding document. "Montreal Convention" means the Convention for the unification of certain rules for the International Air Transport signed at Montreal, May 28th, 1999. Regulation EC 2027/97 means the Regulation EC 2027/97 of the Council of 9 October 1997, modified by Regulation EC No. 889/2002 May 13th, on air carrier liability in respect of the carriage of passengers and their baggage by air. "SDR" means a Special Drawing Right as defined by the International Monetary Fund. Carriage hereunder is subject to the rules and limits of liability established by the Montreal Convention and Council Regulation (EC) No. 2027/97 of 9th October 1997 modified by EC Regulation No. 889/2002 May 13th on air carrier liability in respect of the carriage of passengers and their baggage by air.

### **Conditions of contract**

Carriage hereunder is subject to the rules and limits of liability established by the Montreal Convention and Council Regulation (EC) No. 2027/97 of 9th October 1997 modified by EC Regulation No. 889/2002 May 13th on air carrier liability in respect of the carriage of passengers and their baggage by air.

Meanwhile if it is not in contradiction with the previous, any realized transport and other services performed by the carrier will be subject to:

1. Provisions contained in this ticket.
2. Applicable tariffs and its conditions.
3. Carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of the carrier).

Contractual Carrier name may be abbreviated in the ticket, whenever the full name and his abbreviation appear in the manuals, regulations and timetables of the carrier; contractual carrier's address appears on the back of the "passenger ticket"; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.

An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.

Any exclusion or limitation of liability of the contractual carrier shall apply to and be for the benefit of agents, employees and representatives of the contractual carrier, when exercising their functions.

Checked baggage will be delivered to bearer of the baggage check. In case of damaged checked baggage, a complaint must be made by the passenger in writing to the carrier as soon as possible after the discovery of the damage and, at the latest, within 7 days from receipt; in case of delay, complaint must be made within 21 days, always referred to natural or calendar days, in both cases from the date the baggage was delivered.

This ticket is good for carriage for one year from the date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. Carrier may refuse transportation if the applicable fare has not been paid.

Carrier undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch. Carrier may substitute alternate carriers on aircraft, and may omit stopping places shown on the ticket in case of necessity. If the passenger should miss a connecting flight due to a reason imputable to Iberia, he or she shall be rescheduled on another flight which will enable them to reach their destination as soon as possible or, in default of this, be reimbursed for an equal amount to the price of the flight they paid, so long as no part of the ticket has been used, or the difference between the price paid and the fare applicable to the legs flown, if part of the ticket has been used.

Passenger shall comply with Government travel requirements and have the documents of exit, entry and others demanded, as well as come to the airport at the hour fixed by the carrier in the notice "CHECK-IN LIMIT TIME".

No agent, employee or representative of the carrier has authority to alter, modify or waive any conditions of this contract.

**Notice to passengers in the event of denied boarding**

As established in the European Parliament and Council Regulation (EC) No. 261/2004 of 11th February, in the event of denied boarding to passengers although they have presented themselves for boarding under the conditions established in this Regulation, compensation is fixed and the carrier is liable for the provision of immediate aid and assistance to affected passengers.

**Notice to passengers in the event of cancellation**

As established in the European Parliament and Council Regulation (EC) No. 261/2004 of 11th February, compensation is fixed in the event of flight cancellation unless the latter is due to extraordinary circumstances. The carrier is furthermore liable for the provision of immediate aid and assistance to affected passengers.

**Notice to passengers in the event of delay**

As established in the European Parliament and Council Regulation (EC) No. 261/2004 of 11th February, in the event of a long delay in relation to the scheduled

departure time of flight, passengers are entitled to immediate aid and assistance throughout the duration of the delay.

### **Notice regarding tarmac delays at airports in the United States**

For code share flights operated in the United States, in case of tarmac delay, the contingency plan of the operator carrier will apply

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

The passenger must pay any taxes, fees and charges 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 included in the fare, and showed separately in the "TAX, FEE/CHARGE" box(es) of the ticket.

Charges and taxes are the object of constant modifications and revisions, which may take place after the date when you bought your ticket. If there is a rise in a charge or tax that must be passed on to the passenger after the date of purchasing your ticket and before you use it, you must pay the difference with respect to the amounts shown at the time of purchase. If the increase in the charge or tax involves a considerable rise in relation to the ticket price, you may seek a refund within 7 working days starting from the day the company or agency asked you to pay it. If you fail to pay the difference within this period, the company will proceed to cancel your ticket and refund you for the amount.

### **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.

### **Notice regarding the limitation of liability of airline companies with regard to passengers and baggage**

This informative notice transcribes the ANNEX contained in the European Council Regulation EC N° 2027/97, modified by Regulation EC No 889/2002, which summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

- **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 (approximate amount in local currency) 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 (approximate amount in local currency).

- **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 (approximate amount in local currency)\*.
- **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 1 131 SDRs (approximate amount in local currency)\*.
- **Destruction, loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to 1 131 SDRs (approximate amount in local currency). 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.

\* This deals with an individual passenger's right to initiate judicial proceedings with a view to obtaining compensation for any damages resulting from a delay. Evidence of such damage and the air carrier's liability for this must be provided.

### **Dangerous articles in baggage**

For safety reasons, dangerous articles such as those listed below, must not be carried in passenger's baggage: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons,

infectious substances, and brief-cases and attaché cases with installed alarm devices.

**Notice of seat cancellation**

In the event you already have your seat reserved and for any reason you do not intend using your reservation, kindly cancel it by phone, personally or through your Agent. By doing so, you will cede space to another passenger and also avoid any cancellation charge.

**On arrival at transit points**

Passenger are requested to check on arrival their reservation for their next stretch or for the return trip. Also please give any temporary address for any possible information from the carrier.

**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.