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### GENERAL CARRIAGE CONDITIONS

#### PREAMBLE

These General Carriage Conditions (GCC) regulate the carriage agreement of passengers and baggage, by means of which Air Italy (Carrier) undertakes to the passenger, behind fee:

- to carry out the agreed trip according to the specified itinerary and schedule, transporting the passenger and his baggage by plane, from one place to another;
- to provide a seat on board the aircraft to the passenger and offer a meal, based on the duration of the trip and if foreseen
- to ensure the passenger's safety and integrity of the items that he carries with him;
- to care for the passenger's checked baggage;
- to carry out any other additional service beside carriage, if foreseen.

In turn, the passenger agrees:

- to pay the price of the carriage ticket, except in cases the Carrier renders the service free of charge;
- to strictly follow Air Italy's rules, regulations, notices or travelling recommendations. An excerpt of the GCC is included on the ticket.

The provisions set forth by the GCC are applied for scheduled and charter flights, for flights free of charge or reduced fare operated by Air Italy, for short, medium and long range trips, also in case of actual carriage and/or sub-carriage, inclusive, additional and/or substitute carriage and combined carriage, where allowed by applicable laws.

**Actual carriage and/or sub-carriage** mean carriage by air operated by a Carrier other than the one specified in the agreement that, despite not being agent or servant of the contracting Carrier, it performs, according to an agreement with the latter (code sharing, franchising, rental, sub-charter), the carriage service agreed with the passenger.

The **inclusive carriage**, meaning the service rendered by various carriers, takes place when the passenger and Air Italy agree that carriage shall take place by various air carriers, among which Air Italy.

In these cases, Air Italy is exclusively responsible for damages occurred during carriage on flights or flight segments, in relation to which Air Italy's identification code is indicated in the ticket's "CARRIER" box, also when the carriage is rendered by an actual Carrier or sub-Carrier, in the name and on behalf of Air Italy. Should Air Italy issue a ticket or accept baggage to be transported on another Carrier, this acts only as agent of the aforementioned Carrier and therefore Air Italy will not be liable for the damages that may occur during carriage.

With regards to checked baggage, the passenger has the right to act against the first or last Carrier, and against the Carrier that operated the flight during which the baggage has been destroyed, lost, damaged or delayed, in force of the Carriers' joint and individual liability towards the passenger.

With regards to **additional and/or substitute carriage**, the provisions set forth by the Agreement are not applied to any carriage operated anyhow outside an airport, except if strictly necessary for boarding, disembarking, or transfer of passengers and baggage, in execution of a carriage agreed with Air Italy and provided that said additional carriage is operated in the name and on behalf of Air Italy for trips limited to the areas in the airport's proximity, granted the individual liability of the subject that operates said carriage, if different from Air Italy.

Similarly, the provisions set forth by the Agreement are not applied to any type of carriage other than by air, operated by Air Italy with its own means or third party's, outside an airport, in order to substitute aircrafts in case of unavailability..

In case of **combined carriage**, partially operated by plane and partially through any other mean, the provisions set forth by the Agreement are applied only to carriage by air operated by Air Italy.

## ARTICLE 1 - DEFINITIONS

Granted any other explicit indication, in the GCC, the terms and definitions indicated below boast the following meaning:

**Air Italy** is an Italian airline created from Alisarda, it was founded in 1963, and operates with Boeing 737 and 767 aircrafts and its flights are identified with code "IG". **Authorised agent:** it indicates a travel agent appointed by Air Italy, authorised to sell airfares to passengers, and which represents it towards the latter. The authorised Agent can be a person or company acting as independent entrepreneur or also another Carrier.

**Travelling with animals:** meaning pets that travel with the passenger that, according to their nature, weight and size, can be carried inside the cabin or in specific areas of the aircraft's cargo hold. In the latter case, the rates foreseen for this type of special baggage are applied.

**Servants or agents:** they are people, bodies or companies other than Air Italy and its staff, that provide carriage services by air to passengers, as well as auxiliary or additional transport services, on behalf of Air Italy, such as for example and not limited to, travel agents, handling agents, airport operators, catering operators, etc...

They often boast negotiating autonomy and can be directly liable for possible damages caused to the passengers.

**Baggage:** it consists of objects, personal items and other goods carried by the passenger, that the latter may wear, use or anyhow many need as comfort or utility in relation to the trip and that the Carrier agrees to transport together with the same passenger, as additional obligation, besides an agreement for the carriage of passengers.

If not otherwise specified, the definition includes checked and unchecked baggage.

**Checked Baggage:** it means the baggage checked in by Air Italy for carriage, which is indicated on the ticket, or for which a specific coupon is released to the passenger (so called "baggage receipt/ baggage coupon"). Granted special provisions published on website [www.airitaly.com](http://www.airitaly.com) concerning any single type of flight, baggage is carried free of charge, when its weight is lower than or equal to the weight allowance.

In case the weight of the checked baggage exceeds the weight allowance, the excess weight (so called "excess

baggage") will be carried upon payment of a specific surcharge, in view of which a so called "excess baggage ticket" will be released.

The size, weight and shape of the baggage must fall within the limits established by applicable laws, the type of container must be suitable for its safe carriage and handling (such as for example and not limited to: luggage, bags, knapsacks, etc.) without constituting freight, based on applicable laws.

The use by the passenger, of containers and/or baggage which are unsuitable to protect its content, will void the request of refund for damages, potentially claimed by the passenger.

**Unchecked baggage (or hand baggage):** it is any baggage carried by the passenger other than checked baggage, which is not entrusted to Air Italy and that can be carried free of charge, in the aircraft's cabin. It can be carried in the cabin only when its weight and sizes fall within the limits set forth by the applicable laws indicated herein. Otherwise the baggage must be handled as checked baggage.

For non-checked baggage, the Company is not liable in case of loss of objects, loss of baggage and/or other events, since the passenger is exclusively responsible for it.

**Ticket:** it is the document issued by Air Italy or by authorised agents, in its name and on its behalf, called "Passenger Ticket and Baggage Receipt", including an excerpt of the GCC, other required information, the flight coupons and the passenger coupon.

The ticket, which constitutes the written proof of the stipulation of the air carriage agreement, according to applicable laws, indicates the place and date of issue, place and time of departure, destination, class and fare, the passenger name, the name and address of the Carrier, and the baggage allowance.

The passenger is responsible to make sure that the name indicated on the ticket corresponds to the name on the passport or similar valid travelling document. Air Italy can be indicated on the ticket with the alphanumeric code IG or ICAO ISS, according to IATA's criteria.

The ticket can consist of:

- a "paper" document, including the various flight coupons and passenger coupon;
- all other documents that certify the issuing of an "electronic" ticket (so called e-ticket, ticket less), such as for example, the itinerary, the electronic coupon, the boarding pass, etc...

A "combined" ticket is a ticket issued together in relation to another ticket, together with which it certifies a single carriage agreement.

**Excess baggage ticket:** it is the document issued by Air Italy or authorised agents in its name and on its behalf, as receipt of payment for the carriage of excess baggage, or as payment receipt of the rate foreseen for special baggage. The excess baggage ticket integrates the "Passenger ticket and Baggage Receipt".

**Cabin:** it is the part of the aircrafts that houses passengers and unchecked baggage.

**Direct channels:** the purchase points where the passenger can purchase the plane tickets, managed directly by the Company or call centre, and website

**Consumer:** it is the passenger that purchased a ticket for carriage by air, with purpose other than the entrepreneurial or professional activity performed by him.

**Damage:** any prejudice or damage that can be evaluated in economic terms, caused to the passenger or goods carried by the same, as a consequence of:

- an event that occurred during carriage by air;
- non-fulfilment or improper fulfilment of the Carrier's service.

It must consist of a proven and actual prejudice, that can be estimated in economic terms, to the safety of the passenger or his goods, or his parties entitled, with immediate effect (arising damage) and/or leads to a lack of future profit (loss of profits), excluding indirect or consequential damages.

**SDR "Special Drawing Rights":** it is a unit of account created by the International Monetary Fund in order to boast a single and standard currency for international business transactions, which current value, indicated on the main financial papers and on internet, is equal to approx. € 1,167.00.

**Weight allowance:** it is the carriage method free of charge, of checked baggage. The information on weight allowance indicated by art. 8 can be found on website [www.airitaly.com](http://www.airitaly.com).

**I.A.T.A.:** it is the International Air Transport Association, which gathers most of the commercial carriers worldwide. Additional information in this regard, can be found on website [www.iata.org](http://www.iata.org).

**I.C.A.O.:** is the International Civil Aviation Organization, ONU's specialized body that deals with topics related to the regulation of civil aviation. Additional information in this regard, can be found on website [www.icao.int](http://www.icao.int).

**Denied boarding:** it is the denial by an air carrier, to carry a passenger on a flight, despite the passenger holds a confirmed booking on said flight, showed up at boarding according to the established methods, and at the time previously indicated in writing (also electronically) by the Carrier or by a tourist operator or authorised travel agent. Granted reasonable causes to deny boarding, such as health, safety reasons or unsuitable travelling documents, the denied boarding binds the Carrier to apply what set forth by EC Reg. 261/2004.

**Boarding and disembarking operations:** they are those operations performed by the Carrier or its servants and agents, concerning transport from the air terminal to the aircraft and vice versa.

With regards to passengers:

- boarding operations start when exiting the specific air terminal's gate and end when entering the aircraft;
- the disembarking operations start when exiting the aircraft and end when entering the air terminal.

With regards to checked baggage:

- boarding operations start when the Carrier or its servants or agents check in the baggage, and end when they are loaded on board the aircraft;
- disembarking operations start when these are unloaded from the aircraft and end when the passengers pick them up from the conveyor belt.

**Passenger:** any physical person, not belonging to the flying or cabin's crew of the flight in object, carried or that will be carried on an aircraft, with Air Italy's approval, in general after payment of a fee.

**P.I.R.** Property Irregularity Report: it is the irregularity report compiled by airport agents, who do not belong to the carrier's staff, at the lost and found offices in case of passengers' claim of loss, damage or delayed delivery of their baggage.

**Carrier's regulations:** they are the series of organisational rules of the Carrier, compiled for the implementation of the GCC. The passengers are informed of these rules through their publication on the Carrier's website.

## **Rate regulations**

### **See Rates**

**Baggage coupon:** it is the document released to the passenger as proof of submission of the checked baggage to Air Italy, consisting of a baggage identification tag affixed on the same baggage. It contains the passenger's information and number, as well as the weight of the baggage checked in his name. The coupon's holder will be the only subject entitled to bring forward any claims for damages, delayed delivery, etc., and consequent requests for refund.

**Itinerary receipt - E-Ticket, Ticket Less:** it indicates the document released to the passenger in case an electronic ticket is issued, containing his name and other useful information concerning the flight.

**Intermediate airports:** it means the places, other than departure and destination, indicated on the Rental order or Carrier's schedule (but not necessarily on the ticket) as scheduled stops along the passenger's itinerary.

**Carrier's website:** it is website [airitalywww.airitaly.com](http://www.airitaly.com) containing the GCC and additional information on the Company, destinations, flight schedules, etc...

**Agreed stop:** it is a travel stop in an intermediate airport (meaning in a place other than departure and destination), indicated on the ticket or Air Italy's schedules as programmed stop along the foreseen itinerary, previously agreed with the Tour Operator.

**Cargo hold:** it is the part of the aircraft used for storing checked baggage, goods and mail.

**Coupon:** it is the flight coupon and the passenger's coupon (or receipt).

**Flight coupon:** it is that part of the ticket indicating the wording "valid for the trip" (or in case of electronic ticket, the electronic coupon) that specify the places to which the passenger has the right to be transported.

**Electronic coupon:** this definition indicates a series of electronic data relative to the flight object of the Agreement, recorded in the computerised systems of Air Italy, its agents and servants, or of other carriers that operate the flight in its name and on its behalf.

**Passenger's coupon or receipt:** it is that part of the ticket that remains in the passenger's possession.

**Rate:** it is the fee paid for the carriage agreement and indicates the rates of each flight excluding airport taxes

or additional fees – which are published (authorised by competent Authorities, if required) and can be found out through the Carrier's distribution channels or on its website. These are indicated in the relative box on the ticket.

The rates may imply specific conditions and/or restrictions - so called "Rate regulations" - with regards to:

- validity and duration of the ticket;
- booking and issuing of the ticket;
- ticket refunding methods.

The aforementioned Rate Regulations that could integrate or modify the provisions set forth by these GCC are notified to the client in case of scheduled flights, by the airline's or travel agency's direct sales channels, and in case of charter flights, through the TO or travel agency, upon purchase of the ticket.

**Terms:** they are the temporal reference points since which (initial terms), within which (current terms) or by which (final terms) the rights, obligations and provisions contained in the Agreement can be exercised or shall be fulfilled or anyhow, produce their effects.

The terms can refer to generally known data or to a set date or time, days, months, or years.

When the terms are expressed in days, expiry falls on the last calendar day without keeping in consideration the initial day (e.g. in order to determine the period of validity, the day on which the ticket was issued or on which carriage began, is not calculated).

If the terms are expressed in months, expiry falls at the end of the last established month, without keeping in consideration the number of days making up the single months. When the day corresponding to that of the initial month is lacking in the expiry month, the terms expire on the last day of the expiry month. When the terms expire on a holiday, they are extended by law until the next working day.

**Carriage by air:** for the purposes of the Agreement, this term indicates the period during which the Carrier provides the service agreed with the passenger. This period falls between the beginning of the boarding operations and the end of the disembarking operations.

**Segment:** this term indicates each single national, international or inter-continental segment of a flight.

**Carrier:** it is the legal subject that performs the carriage service by air. Nonetheless, a distinction must be made between **contracting Carrier** and **actual Carrier**.

The former is the one that issues the ticket, or that is anyhow part of the carriage agreement (concluded with a passenger or a person that acts on behalf of the same passenger), based on which it carries or agrees to carry the passenger and/or his baggage and is liable for non-carrying out or improperly carry out said carriage.

The second is any subject other than the contracting Carrier who, in force of an agreement with the contracting Carrier or upon its authorization, actually performs the whole or part of the foreseen carriage, but is not a next carrier, according to applicable laws.

**Next carrier:** it is the Carrier with which the passenger has stipulated a carriage agreement for additional or different segments, compared to those operated by Air Italy, from which agreement this latter Company remains excluded, except in case the part of flight contractually agreed with the next Carrier is included in a single carriage document, also indicating the segment operated by Air Italy.

**Flight or Travel:** it is the agreed carriage itinerary that may consist of one or more segments. For this purpose, distinction is made between '**non-stop flight**', from the departure to the destination point, and "**Direct flight**" which is instead a flight that does not foresee change of aircraft from the departure to the destination point, but may foresee intermediate stops.

## ARTICLE 2 – APPLICATION SPHERE

Granted what specified in the preamble, in part dedicated to the types of carriage by air to which the agreement is applied, these GCC are applied to all those flights -or flight segments- operated by Air Italy, for connections with destinations within the European Union and outside of it, in relation to which the Carrier's name or its identification code appear in the box featuring on the ticket issued for said flights or flight segments.

With regards to some flights, the Carrier may have stipulated agreements with other airlines, so called "code sharing". This means that even if the passenger booked a Carrier's flight and holds a ticket indicating that the Carrier – boasting the indication of its name and IATA initials – is the subject who agrees to operate the flight, it is anyhow possible that another company will actually perform the service. In this case, the Carrier who takes up the role of marketing Carrier notifies the passenger about the identity of the operative Carrier upon booking.

In case of inconsistencies between the GCC and Rate regulations of the operative Carrier, the latter will prevail over the GCC.

In case of inconsistencies between the GCC and applicable laws, the latter will prevail over the GCC.

The potential invalidity of a clause of the GCC according to applicable laws, will not imply the invalidity of the others.

The GCC are subject to changes and variations in order to update them and make them compliant with applicable laws. Their text which is published on the Carrier's website, represents the content of the Agreement.

Granted what explicitly foreseen in the GCC, in case of conflict between the terms set forth therein and any Carrier's procedure or regulation, the GCC will prevail.

### **ARTICLE 3 - TICKETS**

The Carrier provides the carriage service or refunds the relative fee only in favour of the Passenger whose name is indicated on the ticket and who is licitly in possession of it. The Carrier, also for security reasons, has the faculty to check if the passenger's name indicated on the ticket corresponds to the person holding it.

The ticket is and remains the property of the Carrier which issued it.

If the ticket is presented by a person other than the passenger being entitled to the carriage or refund, the Carrier, granted its right to collect the same ticket, will not perform the carriage service neither issue refund in favour of the person who presents the ticket.

2) The ticket only contains an excerpt of the GCC which are available in full version, on the Carrier's website. The ticket constitutes the documentary proof of the conclusion of the carriage agreement between the Carrier and the passenger indicated on the same ticket.

The ticket does not constitute a credit note and cannot be transferred through acts inter vivos, neither in case of death. Granted anyhow the provisions concerning "all-inclusive" travels, holidays or circuits regulated by Directive no. 90/314/EEC implemented in Italy with Legislative Decree no. 111/1995, as amended and integrated by Legislative Decree 206/2005.

3) The passenger has no right to carriage if he is not holding a valid ticket, containing the flight coupon for that specific flight, all other non-used flight coupons, and the passenger's coupon. Moreover, the passenger has no right to transport if the presented ticket is not intact or has been forged or altered by people other than the Carrier's authorised agents. In case of electronic ticket, the passenger has no right to carriage if he does not provide the data certifying that said ticket has been regularly issued in his name.

The passenger must conserve the ticket with due diligence and adopt suitable measures to avoid misplacement, total or partial loss and theft, also in view of its economic value.

In case of misplacement, theft, total or partial loss or damage of the ticket, this can be refunded or replaced at the same conditions set forth by art. 11.

4) Some tickets are sold at discounted or special rates that may be partially or fully non-refundable.

With regards to scheduled flights, the Carrier agrees to suitably inform the passenger, by publishing the rate Regulations on its website or through the call centre, travel agency or Tour Operator, about the possibility to refund the rates chosen by the passenger, and additional content of the applicable rate regulations.

The passenger is responsible anyhow to choose the most suitable rates for his needs with due diligence.

5) Granted what otherwise foreseen in the ticket, in these Conditions and applicable rate regulations that may determine a different validity term for a ticket (in case of different validity period, this will be highlighted on the same ticket), a ticket is valid for:

(a) a year from the issuing date; or

(b) in relation to the execution of the first segment within a year from the issuing date, a year from the date of the first segment indicated on the ticket.

6) If the passenger cannot undertake the trip within the validity period of the ticket because during booking, the Carrier is not able to confirm the reservations, the ticket's validity will be extended or alternatively, a refund will be guaranteed to the passenger according to art. 11 of the GCC.

8) In case of death of the passenger during the trip, the ticket of the person potentially travelling with him can be modified, eliminating the minimum stay condition, or extending its validity.

In case of death of an immediate family member, spouse, or common-law spouse of a passenger who has

already departed, in the agreed stop or trip destination, the validity of the passenger's ticket and that of his immediate family, spouse and common-law spouse potentially travelling with him, can also be modified. Each change will be made upon presentation of a suitable death certificate and in any case, the ticket can be extended for no longer than 45 days from the date of death.

9) The ticket purchased by the passenger is only valid for the segment or segments indicated on the ticket, from the departure to the destination point, including any intentional stop. The rate paid by the passenger refers to the carriage as indicated on the ticket. The rate and relative rule, as set forth by art. 1, constitute an integral and essential part of the Agreement.

The passenger will not be entitled to carriage in case the flight coupons are not used according to the sequence foreseen by the ticket, or in case the passenger departs from one of the intermediate airports or agreed stop, except if the passenger previously notifies his intention to Air Italy and obtains the relative approval.

The use of flight coupons relative to different tickets in order to evade the Carrier's rate regulations, is prohibited.

10) The passenger shall notify the Carrier with suitable notice, in case he decides to change the itinerary or another element of the Agreement. In case this change is possible and involves a rate increase, said increase will be properly notified to the passenger in order to allow him to accept it or not. In case the passenger must modify an agreed carriage element due to causes of force majeure, this must contact the Carrier with suitable notice, prior to the foreseen date of departure. The Carrier will take all the necessary measures to carry the passenger to the first initial stop or final destination without modifying the rate already paid.

11) Should the passenger intend to modify the originally planned flight without the Carrier's approval, the rate relative to the alternative flight will be charged to him. The passenger must pay the potential difference between the paid rate and the rate applicable to the alternative flight, in case the latter is higher. Should the passenger not pay the potential greater difference, the non-used flight coupons will be voided.

12) Some changes (like the choice of a new departure point in case the first flight coupon is not used, or the inversion of the travel direction after departure) may imply a rate increase. Many rates are valid only on the dates and for the flights indicated on the ticket and cannot be absolutely changed, or they can be changed only upon payment of a surcharge.

13) Each flight coupon contained in the ticket will be accepted and collected by the Carrier for carriage in the economy class, on the date and flight for which the seat was booked. In case a ticket has been issued without a specified booking, the relative seat can be booked later upon availability of the rate applicable to the ticket chosen by the passenger and space on the flight on which the passenger intends to fly.

14) Granted what foreseen by applicable laws concerning compulsory indications in corporate documents and correspondence, the Carrier's name can appear on the ticket in abbreviated form or as the Carrier's identification code.

15) If not otherwise specified, the departure airport indicated beside the first Carrier's initials in the "CARRIER" box shown on the ticket will be considered as the Carrier's address for carriage purposes or, in case of electronic ticket, the one indicated for the first Carrier's flight segment in the Itinerary Receipt. Air Italy's documents and correspondence contain anyhow the corporate address, the office of the business registry at which the company is registered, the registration number and amount of share capital.

#### **ARTICLE 4 – RATES AND ADDITIONAL FEES**

The rates are only applied to the flight from the airport of departure to the airport of final destination, unless explicitly established otherwise.

The rates include land transport services between airports and between airports and city terminals. The rate paid by the passenger will be determined according to the Carrier's rate regulations applicable on the payment date of the airfare, that must be issued on the dates and according to the itinerary specifically indicated therein.

Should the passenger change the itinerary or travelling dates, a surcharge may be applied.

The rate regulations applicable from time to time, are published through the distribution channels of the Carrier's products, the call centre, its office, authorised Agents, and on the Carrier's website.

If more itineraries are foreseen at the same rate, the passenger has the right to agree a preferred itinerary with the Carrier, which will become the final one, prior to issuing the ticket.

The passenger must pay for the taxes and other additional fees applicable to the flight, not included in the rates, set forth by laws or government Authorities, or other competent Authorities, that will be notified to the same, when purchasing the ticket. Taxes and fees applicable to the flights are object of constant variations and therefore, in case of increase of any tax or fee indicated on the ticket, as well as introduction of a new tax or fee after issuing the ticket, the passenger must pay the additional amount due to said increase or surcharge, up to the date of departure. Should taxes and fees duly paid by the passenger to the Carrier upon issuing of the ticket or even later on, up to the date of departure, be reduced or eliminated within the aforesaid date of departure, the passenger has the right to request refund of the relative paid amount.

The Carrier is not liable for possible service surcharges relative to the issuing of the tickets, that may be charged by its agents or representatives, like travel agents.

Rates, taxes and other additional fees must be paid in the currency of the Country in which the ticket is issued, unless the Carrier or its agents, representatives and operators request prior or during payment of the ticket, to issue the payment in another currency for a just cause or legitimate reason (for example, due to the impossibility to exchange local currency).

## **ARTICLE 5 – BOOKINGS ON SCHEDULED FLIGHTS**

The Carrier or its authorised agents will register the passenger's booking, transmitting a written confirmation upon request of the passenger.

Only the booking confirmed in the system used by the Carrier to register bookings on its flights, will be deemed valid. The Carrier is not liable for damages caused by the wrong or lack of recording, provided that this is not due to the Carrier's negligence or fault.

Some rate regulations can foresee conditions that limit or exclude the passenger's right to cancel or modify bookings on the Carrier's flights.

Should the passenger not pay the ticket's price prior to the expiry of the issuing term, as specified by the Carrier or authorised agents upon booking, the Carrier can cancel the confirmed booking.

If the confirmed booking is cancelled by the passenger due to a reason ascribable to the latter, within the term indicated by the Carrier, or is voided due to non-compliance with the provisions set forth by following art. 6, the Carrier can request the payment of a penalty to the passenger, for the expenses incurred in this regard.

Bookings of continuation or return flights are subject to re-confirmation within specific timelines indicated by the Carrier. The passenger has the right to be informed by the Carrier or its agent about cases in which he must re-confirm the bookings for continuation or return flights, and the re-confirmation methods.

Should a passenger not use the booking on a flight without previously notifying the Carrier according to the methods envisaged by the latter, this can cancel the bookings for continuation or return flights.

If the passenger instead promptly notifies the Carrier, this will not void the previous bookings for continuation or return flights.

Similarly, in case re-confirmation is required by the Carrier and the passenger omits to do it, the Carrier can cancel booking for continuation or return flights. Nonetheless, should the passenger promptly notify the Carrier that he is still interested in the continuation or return flight, the Carrier will restore the booking and perform the passenger carriage depending on the availability of space on board. In case of unavailability of space on board on the date the passenger intends to fly, the Carrier will take all the necessary measures to carry the passenger until the next or final destination, according to the cases, on the first available flight.

Through the passengers' booking and acceptance operations, Air Italy, as Carrier, acquires personal data concerning the passenger, required to execute its contract obligations towards the same.

The execution of these obligations requires that Air Italy's staff in charge of operative and business functions are able to access said data, as well as other third companies that render services, the former in quality of "People in charge of the processing" and the latter in quality of "Data Supervisors".

Air Italy, in quality of "Data Controller" of the relative processing mainly managed in automated form, notifies that the data in object will be exclusively used for the aforementioned purposes, and in compliance with applicable laws on the subject.

For this purpose, the passenger authorises Air Italy to preserve and use this data, and to transmit it to its competent offices, authorised agents, government Authorities, other carriers and suppliers of the aforementioned services.

Additional information concerning the identity of the People in charge of data processing, handling methods of



personal data and the passenger's rights concerning processing of his personal data can be obtained from Air Italy's authorised agents, other distribution channels of the product and on the Carrier's website.

## **ARTICLE 6 – PASSENGERS' CHECK-IN AND BOARDING**

The time allowed for passengers' check-in varies in each airport; therefore the passenger must verify the various check-in times beforehand, also by consulting website [www.airitaly.com](http://www.airitaly.com), and respect them, keeping in consideration that checking-in early allows the Carrier and the passenger to execute the relative formalities at best.

The Carrier or its authorised agents and Tour Operators indicate the check-in times of the first flight indicated on the ticket, to the passenger. For any subsequent flight, the passenger is responsible to obtain information regarding check-in.

The indications of the passengers' check-in times constitute an integral part of the Agreement and can be inferred from the Carrier's official schedule or through the Carrier's distribution channels of the products, and also on the Carrier's website or by contacting the same Carrier or its authorised agent. The Carrier reserves the right to cancel a confirmed booking should the passenger not respect the check-in times. This right can be exercised for the first flight indicated on the ticket and for following flights.

The passenger must show up at the boarding gate by the time indicated by the Carrier during check-in. The Carrier can cancel the booking if the passenger does not show up at the gate within the indicated time.

The Carrier is not responsible for any cost or expense incurred by the passenger who did not comply with the provisions contained in this article.

The passenger is responsible to meet the requirements and hold the necessary documentation to exploit the service provided by the Carrier.

## **ARTICLE 7 – CARRIAGE REFUSAL AND RESTRICTIONS**

The Carrier can refuse to carry any passenger or his baggage for safety reasons, in case:

a) deems it necessary in order to comply with laws, regulations or provisions of any home, destination or transit country; or carriage of his baggage may constitute a threat for the safety or health of the other passengers or could actually make the trip of other passengers or the crew uncomfortable;

b) passenger's behaviour, age, physical or mental condition such to:

– require special assistance by the Carrier and said carriage methods have not been previously agreed with the same Carrier;

or

– cause discomfort or inconvenience or anyhow cause justified complaints by other passengers; or

– cause risks or hazards to himself or other people or objects;

or

c) this is justified due to the passenger's non-compliance with the instructions regularly provided by the Carrier; or the passenger held an illicit or undisciplined behaviour on a previous flight and said behaviour may occur again;

d) the passenger refused to undergo safety checks;

e) applicable rates, due taxes and any other surcharges have not been paid, or the passenger is not holding valid travelling documents;

f) the passenger is not boasting valid travelling documents required to enter a transit Country or to enter in the country of the flight's final destination;

g) the passenger has destroyed travelling documents during the flight or refused to show them to the flight crew;

h) the ticket presented by the passenger:

– (i) has been obtained illegally or purchased from a subject other than the Carrier or one of its authorised agents; or

– (ii) has been claimed as lost or stolen; or

– (iii) has been counterfeit; or

– (iv) has been altered or rendered incomplete by a subject other than the Carrier or one of its authorised agents,

by even one flight coupon;

- (v) is registered in a name - indicated in box "NAME OF PASSENGER" – that does not correspond to the person showing the ticket, granted that in the aforementioned cases, the Carrier reserves the right to collect the ticket;

i) the passenger did not comply with the requirements set forth by art. 3 concerning the sequence of flight coupons and their use, or shows a ticket that has been released or altered in any way, by a subject other than the Carrier or one of its authorised agent;

j) the passenger did not comply with the Carrier's instructions with regards to flight safety.

The Carrier will admit non-accompanied minors, disabled, pregnant women, people affected by illnesses or other people requiring special assistance for flying, prior agreement with the same Carrier which must be fully informed by the passenger about possible particular needs, upon booking. Disabled passengers who have duly informed the Carrier about special attentions they may need, will be transported in compliance with said special needs, except this is not possible due to events of force majeure.

## **ARTICLE 8 - BAGGAGE**

The passenger has the right to carry baggage within the limits and at the conditions established by the Carrier which are available upon request, at Air Italy's authorised agents, other distribution channels of its product and on the Carrier's website.

According to the Decree of the Ministry of Transport no. 1/36 of 28 January 1987 ENAC's memorandum (Ente Nazionale per l'Aviazione Civile – Italian Civil Aviation Authority) APT-09 of 8 May 2001, in addition to the checked baggage within weight allowance, for the airport and flight safety, each passenger is allowed to carry inside the cabin free of charge - based on the capacity of the relative compartments available – one unchecked baggage, identified with a tag (indicating the passenger name and surname) that must be placed by the passenger, provided that the overall sizes (height, length and width) do not exceed 115 cm overall, and the weight does not exceed 8 Kg.

In addition to the aforementioned unchecked baggage, the passenger is allowed to carry the following articles inside the cabin – always based on the available space:

- a bag or briefcase or laptop;
- a photographic device, a video camera or CD reader;
- an overcoat or raincoat;
- an umbrella or walking stick;
- crutches or other walking apparatus;
- a portable cradle and food for new-borns required for the trip;
- small bag containing medicines which are essential for the passenger (in this case, supporting medical documents may be requested);
- reading material for the trip;
- articles purchased from "Duty Free" shops and stores located inside airports (in limited quantity and weight), easy to store in the cabins' compartments.

Upon submitting the baggage to check-in, the passenger must place an external tag containing his personal contact details and also introduce them inside the baggage; an identification tag will be handed out to him, for each piece of checked baggage, issued by the handling company that manages the baggage check-in and boarding service.

The checked baggage, whether within weight allowance or baggage excess, is carried on the same aircraft boarded by the passenger, unless in case of proven safety or operative reasons.

In these cases, Air Italy agrees to board said baggage on the next available flight and submit it directly to the passenger.

In case the weight of the checked baggage exceeds the weight allowance, the passenger must pay a surcharge. The amount of this surcharge is available upon request, at Air Italy's direct sales channels and authorised agents.

Pursuant to applicable laws on carriage by air, art. 22, no. 2 of the Montreal Convention of 1999, Air Italy, upon request of the passenger, offers the possibility to declare a checked baggage value higher than the applicable limit of liability. In this case, the passenger must pay a surcharge.

Air Italy can refuse to accept the excess value declaration, in case part of the carriage is operated by another Carrier which does not offer a similar option.

The baggage or objects that the passenger can carry on board must be stored under the front seat or in the relative compartments located in the passengers' cabin.

Air Italy reserves the right not to allow baggage and objects inside the cabin that:

- are of weight, shape and/or sizes such to prevent storage as previously specified;

- are deemed against cabin's safety requirements.

The baggage and the objects which are not allowed inside the cabin will be carried as checked baggage, prior releasing a suitable baggage receipt to the passenger, and after allowing the passenger to remove from said baggage, objects that cannot be stored inside checked baggage.

The baggage and other objects which are not suitable to be stored in the cargo holder (such as for example delicate musical instruments and similar objects) can be accepted for carriage only in the passengers' cabin, provided availability of space and according to particular methods indicated by the Carrier to ensure the safety of the passengers and crew.

Carriage of these objects may be subject to special rates.

Air Italy agrees to provide the checked baggage to the passenger for pick up, as soon as possible, at the destination place or agreed stop-over.

Should the baggage not be picked up, applicable laws will be applied.

## **ARTICLE 9 – OBLIGATIONS CONCERNING THE CONTENT OF THE BAGGAGE**

9.1. The following cannot be introduced inside the baggage:

- objects that do not constitute baggage, as defined by art. 1 of the GCC;

- objects that may constitute hazard for the aircraft or people or objects on board, such as for example and not limited to:

- operating electronic devices;

- briefcases equipped with alarm devices;

- compressed gases (cooling, flammable, non-flammable and poisonous) as butane, oxygen, liquid nitrogen, camping gas, and bottles for self-contained breathing apparatuses;

- corrosive agents like acids, alkalis, mercury and batteries with liquid elements;

- explosives, weapons and munitions which are not meant for hunting or sports, capsules, fireworks and rockets, as well as all toys looking like weapons;

- flammable liquids and solids, like lighters and combustible material meant for them, matches, paints, solvents;

- other dangerous objects, like magnetic, harmful, toxic materials, or materials with unpleasant smell or irritating, oxidizing, like bleaching powder and peroxides;

- poisons and infective substances, insecticides, herbicides and materials with pathogenic agents;

- radioactive substances;

- alarm devices and possible lithium batteries installed for power supply;

- dry ice;

- underwater torches with inserted batteries;

- objects which carriage is prohibited by laws applicable in home and destination countries of the flight, or countries which are flown over during the trip;

- objects that according to Air Italy are not suitable to be carried due to their weight, shape, size, characteristics or packaging, granted that the potential storage of said baggage in the cargo holder will not involve any liability for the Airline in case of damage, destruction, loss of the objects and anything else;

- live or dead animals, granted what foreseen by point 9 of this article for pets.

9.2. In general, for example and not limited to, the following objects cannot be stored inside the baggage: valuable, fragile or perishable objects, cash, jewellery, precious metals, silverware, computers and their accessories, electronic devices or apparatuses for personal use, cameras and photographic equipment,

marketable securities, bills of exchange, government bonds, stocks and shares or other values, work, negotiation or business documents, passports and other personal identification documents, sample books, relics, antiques, hand-crafted or antique, valuable products, works of art, rare book editions, valuable publications or manuscripts, medicines which are essential for possible passenger's pathologies, keys.

In this regard, it is reminded that in case of destruction, loss or damage of the checked baggage, the Carrier will be liable only within the limits established by the Convention and these general carriage conditions.

Fire arms and munitions cannot be carried as baggage for purposes other than hunting and sports. These can be carried only in compliance with applicable laws and regulations on aviation safety.

Biological liquids cannot be carried as baggage, such as for example and not limited to: blood, urine, semen, etc...

9.3. In compliance with international laws, the Memorandum of the Ministry of Transport no. 40/0151 of 18 March 1996, integrated by ENAC's memorandum (Ente Nazionale per l'Aviazione Civile – Italian Civil Aviation Authority) no. 99-2632/DG of 22 July 1999, prohibits the use of all portable electronic devices on board aircrafts, except for:

- hearing aid devices;
- pace-makers;
- electric razors;
- portable (i) non-laser-reading or (ii) digital sound players;
- laptops which are not connected to printers or CD readers, only while cruising and prior Captain's approval.

9.4. Should the aforementioned objects which are not allowed as baggage, be anyhow introduced inside the baggage, the passenger, in case of loss or damage will have no right to refund, granted what foreseen by the GCC regarding damages caused by the baggage content.

9.5. The passenger is allowed to carry:

- hunting and sports fire arms and relative munitions as checked baggage, provided that these are not loaded, with engaged safety feature and properly packaged in compliance with applicable ICAO and IATA procedures on the subject.
- objects and products required to the passenger in view of his state of health;
- medicines and cosmetics in quantities strictly limited to personal needs.

Objects like antique fire arms, swords, knives and similar objects can be accepted only as checked baggage upon discretion of the Carrier and cannot be carried inside the aircraft's cabin, under any circumstance.

Granted anyhow compliance with laws on safety, applicable in the home or destination countries, or countries which are flown over, and according to the methods established by said laws, compatible with the company's ordinary means.

9.6. Granted what foreseen with regards to objects acceptable at particular conditions, the Carrier has the faculty to refuse acceptance to carry prohibited objects that do not qualify as baggage, like those indicated in art. 9.1 or to refuse additional carriage at any time it discovers their presence on board the aircraft and therefore, in case of damage and/or loss and/or misplacement, the Carrier is relieved from any liability and/or charge.

The Carrier has the faculty to refuse carriage as baggage, of any object which is unsuitable to be carried on board the aircraft due to its sizes, shape, weight, content, particular characteristics, fragility, perishable peculiarities or for safety and operative reasons, or because it may cause discomfort or inconveniences to other passengers.

The Carrier has the faculty to refuse baggage for carriage purposes, when at its discretion, it is not properly contained in a baggage or other suitable containers to allow safe carriage. As previously mentioned, should the unsuitability of the container cause damages to the same or to the material contained in it, the Company is anyhow relieved from any liability and the passenger cannot request any refund.

9.7. For reasons related to the safety of the aircraft and passengers, the Carrier can request the passenger to undergo physical checks and inspections, also through specific devices, and to submit his baggage to checks and inspections, also by means of suitable electronic or radiogenic devices. In case of passenger's absence, his items can be inspected with the purpose to verify if the passenger holds (or his baggage contains) any

prohibited object according to the GCC, or fire arms, munitions or other weapons, which have not been duly declared to the Carrier, according to the GCC.

In case the passenger refuses to undergo the aforementioned checks, the Carrier reserves the faculty to deny carriage of the passenger and his baggage.

Should damages be caused to the passenger or its baggage during an inspection or search carried out with electronic or radiogenic equipment, the Carrier will not be liable whatsoever, except in case the aforesaid damages are caused by it.

9.8. The passenger can exercise the rights foreseen by the Agreement concerning carriage and return of the checked baggage, upon showing the baggage receipt submitted during check-in and indicating the passenger name, towards whom the Carrier has the carriage obligation and the number of checked baggage carried with him. This receipt is the only proof that the passenger submitted his baggage during check-in and boarding. In case the person who claims a checked baggage is not able to show the baggage receipt or identify the baggage, Air Italy will return said baggage exclusively if the person is able to prove with a suitable evidence, his right to pick-up the baggage, granted anyhow the faculty to request a waiver declaration, in order to relieve Air Italy from any possible, different claim.

The acceptance of the baggage by the holder of the registration coupon without any immediate written complaint upon return, constitutes assumption that the baggage has been returned in good conditions, in compliance with the carriage agreement.

9.9. The passenger has right to carry pets, provided that these are properly arranged inside containers suitable for carriage by air, indicated by Air Italy and equipped with the required health and vaccination certificates, entry permits and other documents requested by departure, destination and transit Countries, which must be previously checked by the passenger.

Pets, their container and potential food, if accepted as checked baggage, will not be included in the baggage allowance but handled anyhow as special baggage, for which the passenger must pay the relative applicable fee. Guide dogs for disabled will be carried free of charge, in addition to the regular baggage allowance, according to the methods indicated by Air Italy.

The passenger will be granted any refund or reimbursement should entry/ or transit be denied to said animals in a destination or transit Country.

Moreover, the Carrier will not be liable in case of absence or invalid health and administrative documentation required for the pets and the passenger is liable to refund the Carrier for sanctions or expenses or refunds eventually paid due to the lack or invalid documents.

9.10. In all cases of prohibited objects and in cases in which the Carrier can refuse carriage or perform the service at specific conditions, the passenger can request additional information to Air Italy or its authorised agents or find them at other distribution channels or on the Carrier`s website.

## **ARTICLE 10 – SCHEDULE, DELAYS, FLIGHT CANCELLATIONS, DENIED BOARDING**

10.1. The carriage timeframes indicated in the Carrier`s official schedules can be subject to changes from the schedules` date of publication to the date of departure. The Carrier does not guarantee consistency, therefore they are not part of the Agreement.

10.2. Upon booking, the Carrier will notify the passenger about the scheduled departure time of his flight, applicable upon booking, and also indicated on the ticket.

In the event that the Carrier is forced to change the planned departure time of a scheduled flight, it will endeavor to communicate such change to the passenger holding a confirmed reservation ticket well in advance of the flight to which the same reservation refers. If the ticket was purchased from an authorised travel agent, it will be the duty of the latter to inform the passenger.

In case instead, the time change – so called “rescheduling” – concerns a charter flight, the Carrier will promptly notify the Tour Operator or travel Agency which have the duty to inform the passengers.

In the last hypothesis (charter flights), the tour operator and/or travel agency will be exclusively liable for non-informing the passenger about the new schedules and for all relative consequences, since the Company does not boast any direct relation with the passenger.

10.3. The Carrier adopts all possible measures that can be reasonably implemented to avoid delays in carrying the passenger and his baggage, as well as possible flight cancellations and denied boarding.

10.4. In this regards, as set forth by art. 3 of EC Regulation 261/2004, towards the passengers:

- a) departing from an airport located in the territory of a State of the European Union subject to the Treaty's provisions;
- b) departing from an airport located in the territory of a third country, with destination to an airport located in a State of the European Union (except in case the passenger receives compensations in goods and/or services or pecuniary indemnity and assistance is provided to him in said third country);
- c) have a confirmed booking on said flight;
- d) and, in case of cancellation, they show up at check-in according to the methods established and at the time previously indicated in writing (also on the e-ticket) by the Carrier, tourist operator or authorised travel agent, or in case the time is not specified, at the latest, forty five minutes prior to the published departure;
- e) that may have been potentially transferred by a Carrier or tourist operator from a booked flight to another flight, regardless of the reason;
- f) that do not travel for free or at a reduced rate which is not directly or indirectly offered to the public, except if they are holders of tickets issued within frequent flyer programs or other commercial programs offered by the Carrier or tourist operators.

Air Italy, in case it operates the flight in object according to EC regulation 261/2004, granted additional rights boasted by the passengers according to applicable laws and regulations, will do the following:

**A) In cases of delay:**

- in case Air Italy can reasonably foresee that a flight will be delayed compared to its foreseen departure time

- (a) by two or more hours for all flights with travel ranges equal to or lower than 1,500 km; or
  - (b) by three or more hours for all intra-European community flights with travel ranges higher than 1,500 km, and for all other flights with travel ranges between 1,500 and 3,500 km; or
  - (c) by four or more hours for all flights that do not fall in the hypotheses indicated in letters (a) or (b)
- offer free of charge: - meals and beverages based on the waiting times; and

- two telephone calls, or messages through telex, fax or email;

- should the reasonably foreseen departure time be delayed by at least one day, the company, in addition to the aforementioned assistance, will also provide free of charge:

i) accommodation in hotel in the following cases: - in case one or more overnight stays are required, or

- in case an additional stay is required, in addition to the stay planned by the passenger,

- carriage between the airport and accommodation place (hotel or other).

- when the delay is of at least five hours and the passenger decides not to travel on the delayed flight, in addition to the abovementioned assistance concerning meals and notifications, according to art. 6, paragraph 1, letter iii), the company will refund the entire ticket cost within seven days (in cash, through electronic bank transfer, payments or cheques, or upon signed agreement, through travel vouchers and/or other services), at the price it was purchased, for the part or parts of travel not carried out, and for the part or parts already used, if the flight in object has become no longer needed in relation to the initial travel plan, and it will also provide a return flight to the first initial departure point, as soon as possible.

**B) In cases of cancellation,**

in addition to inform about possible transport alternatives, it will offer the following assistance:

**(I) choice between:**

(a) refund the entire ticket cost within seven days (in cash, through electronic bank transfer, payments or cheques, or upon signed agreement, through travel vouchers and/or other services), at the price it was purchased, for the part or parts of travel not carried out, and for the part or parts already used, if the flight in object has become no longer needed in relation to the initial travel plan, and it will also provide a return flight to the first initial departure point, as soon as possible; or

(b) boarding on an alternative flight to the final destination, at comparable carriage conditions, as soon as possible; or

(c) boarding on an alternative flight to the final destination, at comparable carriage conditions, on a date agreed with the passenger, based on space availability;

**(II) in addition, free of charge:**

(a) meals and beverages based on the waiting times; and

(b) two telephone calls, or messages through telex, fax or email; and  
(c) in case of boarding on an alternative flight in case of cancelled flight, when the reasonably foreseen departure time of the new flight is delayed by at least one day compared to the departure time foreseen for the cancelled flight:

i) accommodation in hotel in the following cases:

- in case one or more overnight stays are required, or
- in case an additional stay is required, in addition to the stay planned by the passenger; and

(ii) transport between the airport and accommodation place (hotel or other);

**(iii) in addition, unless:**

- the passenger has been informed about the flight cancellation at least two weeks prior to the foreseen departure time; or
- he has been informed about the flight cancellation from two weeks to seven days prior to the foreseen departure time and he was given the opportunity to leave on an alternative flight departing in no less than two hours before the foreseen departure time and reaching the final destination less than four hours after the foreseen arrival time; or
- he has been informed about the flight cancellation less than seven days prior to the foreseen departure time and he was given the opportunity to leave on an alternative flight departing in no less than an hour before the foreseen departure time and reaching the final destination less than two hours after the foreseen arrival time; or
- Air Italy can prove that the flight cancellation is due to exceptional circumstances that could have not been avoided even if all necessary measures would have been adopted;

payment of the following pecuniary indemnity:

(a) EUR 250 for all flights with travel ranges lower than or equal to 1,500 km;

(b) EUR 400 for all intra-European community flights with travel ranges higher than 1,500 km, and for all other flights with travel ranges between 1,500 and 3,500 km;

(c) EUR 600 for all flights that do not fall in the cases (a) or (b).

Should boarding be offered towards the final destination on an alternative flight, as indicated in previous point I. (b) or (c), and the arrival time of said alternative flight does not exceed the foreseen arrival time of the initially booked flight:

(1) by two hours for all flights with travel ranges equal to or lower than 1,500 km ; or

(2) by three hours for all intra-European community flights with travel ranges higher than 1,500 km, and for all other flights with travel ranges between 1,500 and 3,500 km; or

(3) by four hours for all flights that do not fall in cases (1) or (2), Air Italy can reduce the aforementioned pecuniary indemnity by 50%.

**C) In cases of denied boarding:**

- prior to deny boarding on a flight, the Company agrees to look for passengers who are willing to give up their reservations, in exchange of benefits to agree between the passenger and the operative air Carrier, and a suitable assistance service, as indicated in following point I;

-in case of an insufficient number of volunteers, and Air Italy denies boarding to a few passengers against their will, the company will refund:

(a) EUR 250 for all flights with travel ranges lower than or equal to 1,500 km;

(b) EUR 400 for all intra-European community flights with travel ranges higher than 1,500 km, and for all other flights with travel ranges between 1,500 and 3,500 km;

(c) EUR 600 for all flights that do not fall in the cases (a) or (b).

Should boarding be offered towards the final destination on an alternative flight, as indicated in previous point I. (b) or (c), and the arrival time of said alternative flight does not exceed the foreseen arrival time of the initially booked flight:

(1) by two hours for all flights with travel ranges equal to or lower than 1,500 km; or

(2) by three hours for all intra-European community flights with travel ranges higher than 1,500 km, and for all other flights with travel ranges between 1,500 and 3,500 km; or

(3) by four hours for all flights that do not fall in cases (1) or (2) of this paragraph, Air Italy can reduce the aforementioned pecuniary indemnity by 50%.

In determining the distance, the last destination for which the denied boarding causes a delay in the arrival time compared to the planned one, will be used as calculation basis.

The aforementioned pecuniary indemnity will be paid by cash, electronic bank transfer, deposits or cheques, or upon signed agreement, through travel vouchers and/or other services.

Distances will be calculated with the orthodromic route method.

**In addition to the aforementioned, the Company offers:**

**I. A choice between:**

- (a) refund the entire ticket cost within seven days (in cash, through electronic bank transfer, deposits or cheques, or upon signed agreement, through travel vouchers and/or other services), at the price it was purchased, for the part or parts of travel not carried out, and for the part or parts already used, if the flight in object has become no longer needed in relation to the initial travel plan, and it will also provide a return flight to the first initial departure point, as soon as possible; or
- (b) boarding on an alternative flight to the final destination, at comparable carriage conditions, as soon as possible; or
- (c) boarding on an alternative flight to the final destination, at comparable carriage conditions, on a date agreed with the passenger, based on space availability.

**II. In addition, the Company will offer, free of charge:**

meals and beverages based on the waiting times;

(a) accommodation in hotel:

- in case one or more overnight stays are required, or
- in case an additional stay is required, in addition to the stay planned by the passenger,

(b) transport between the airport and accommodation place (hotel or other); and

(c) two telephone calls, or messages through telex, fax or email.

For the abovementioned purposes, for "final destination", it is meant the final destination indicated on the ticket showed upon check-in, or in case of direct connection, the destination of the last flight; the available alternative connection flights are not taken in consideration if operated by other Carriers and not indicated in the same ticket.

The passenger can find all necessary and useful information on this subject, at the Carrier's check-in points, at authorised agents, other distribution channels of the product or on the Carrier's website.

For whatever is not explicitly foreseen in this article, see the EC Regulation 261/2004.

## **ARTICLE 11 - REFUNDS**

11.1. Granted what foreseen in previous article 10, the Carrier will refund the ticket or any unused portion of it, in compliance with applicable rate regulations published on [www.airitaly.com](http://www.airitaly.com), as follows.

The passenger has right to be refunded the carriage cost, in case the services that must be carried out by Air Italy in force of the agreement are not rendered, or are not requested whether in full or partially, granted possible stricter conditions foreseen for the rates chosen by the passenger.

11.2. The person indicated on the ticket or the person who issued payment will have right to refund.

In case the ticket has been paid by a person other than the one indicated on the ticket, the Carrier will issue a refund only in favour of said person or according to his instructions, upon providing a suitable proof, and provided that consistent indications are contained in the ticket.

The refund issued in good faith and no-fault by Air Italy in favour of the person indicated on the ticket and/or buyer of the ticket, will be deemed properly issued towards the party entitled.

Except in cases of loss, refund will be issued exclusively if the unused ticket and all flight coupons are returned to the Carrier.

In case the ticket is not used for causes exclusively ascribable to Air Italy, any tax or duty collected by Air Italy together with the rate and indicated on the same ticket, will be object of refund.

The aforementioned fees will also be refunded in case of non-refundable tickets purchased through specific promotional offers. In case of partial use of the ticket (one segment), the amount of the refund will be based on the relative fees corresponding to the used segment.

11.3. Granted what foreseen in the previous paragraphs, in case of misplacement, loss, theft and total or partial damage of a ticket, upon request of the passenger, the Carrier will refund said ticket or replace it whether in full or partially, provided that:



- a) the holder of the ticket shows a suitable claim presented to competent Public Authorities;
- b) a proof is provided, that can be checked upon request, that the ticket has been regularly issued;
- c) the passenger agrees to return the refund or to refund the Carrier of any cost or fee – up to the amount of the price of the misplaced, lost, stolen or damaged ticket – reasonably and necessarily incurred by Air Italy or other Carrier for a possible fraudulent use of the ticket, or to refund subjects other than the party entitled, that obtain the ticket fraudulently.

The Carrier will not request the passenger to be refunded for the expenses incurred due to its negligence. The Carrier, in re-issuing the ticket, can request the payment of a fee of reasonable amount for said service, unless the misplacement, loss or damage of the ticket are due to its negligence or its agents'.

The Carrier is liable towards the passenger in case it is proven that the misplacement, loss or damage of the ticket are exclusively due to the Carrier's negligence of its staff's.

In case the aforementioned proof is not provided or the passenger does not agree to be bound to refund in writing, the Carrier, upon issuing a new ticket, can request to the passenger, the payment of a sum up to the entire price of the replaced ticket, which can be refunded when the Carrier verifies that the misplaced, lost, stolen or damaged ticket has not been used prior to the expiry of its validity period. Should the passenger recover the ticket prior to the expiry of its validity period, the aforesaid refund will be issued when the ticket is returned to the Carrier.

In any case, the refund or replacement of a misplaced, lost, stolen or damaged ticket will be issued only once it is verified that the ticket or part of it has not been already refunded or replaced.

11.4. The refund of a ticket issued by Air Italy or its authorised agent can take place up to 5 years from the date of expiry of the ticket, granted possible stricter conditions foreseen by the agreed rates.

Air Italy reserves the right to deny refund of a ticket, in case this is in contrast with laws concerning immigration, applicable in the country in which refund is requested.

Air Italy reserves the right to issue the refund, according to the same methods and currency used to purchase the ticket.

## **ARTICLE 12 – BEHAVIOUR ON BOARD**

12.1. When the passenger on board the aircraft:

- prejudices the flight safety;
- disturbs the other passengers and crew or behaves anyhow to cause them discomfort;
- causes damages to the same aircraft, or to the people or objects carried;
- obstructs the crew in carrying out its tasks;
- does not comply with the crew's instructions on proper behaviour on board the aircraft or does not comply with the procedures;

he can be subject by Air Italy, to all necessary measures to prevent or restrict said behaviour, including possible coercive measures within the limits foreseen by law, and he can also be requested disembarking or refusal to continue the flight.

Granted the above, Air Italy reserves the right to report to the authorities, the passenger responsible for the abovementioned behaviours, in case these imply cases of disciplinary or penal illicit acts, according to applicable laws.

12.2. The passenger agrees to comply with the rules imparted by Air Italy, which prohibit or limit the use of electronic devices on board the aircraft for safety reasons, such as for example and not limited to:

- cellular phones, laptops, portable recorders, portable radio devices, CD readers;
- electronic games;
- transceiver devices, including remote or radio controlled toys and walkie-talkies.

The above does not include medical equipment or devices, like acoustic or cardiac devices which are essential for the passenger's health, of which the latter must previously inform Air Italy.

12.3. The passenger also agrees to comply with the Carrier's rules that prohibit smoking on-board its aircrafts, under penalty of the application of sanctions set forth by law.

## **ARTICLE 13 – ADDITIONAL SERVICES**

Upon stipulation of the Agreement, if the Carrier accepts to provide additional services through third subjects,

or should it issue coupons concerning carriages other than by air, or various services rendered by third parties like hotel booking, car rental, etc., the Carrier must be deemed only as intermediary and therefore, will not be liable towards the passenger, other than in said quality and according to applicable laws. Should the Carrier provide a land transport service to the passenger, outside an airport, the GCC are not applied to the last type of carriage, other than via air.

With regards to the catering service, the broadcasting of films during flights or other additional services rendered only upon the Company's discretion and always based on the operative possibilities of the same, it is agreed that the no type of refund and/or reimbursement will be issued in favour of the passenger, in case the aforesaid services are not provided.

#### **ARTICLE 14 – ADMINISTRATIVE FORMALITIES**

The passenger must hold the necessary travelling documents and comply with laws, regulations, orders, requirements and conditions issued by the home, destination and transit countries, and therefore, he will have no right for refund or reimbursement from the Carrier, for consequences due to the lack or falseness of said documents or visas, or for breaching said laws, regulations, orders, requirements and conditions.

Granted what foreseen by previous art. 9 point 9, the passenger shall refund Air Italy, of all the sums anyhow paid or deposited and all expenses incurred due to the lack or falseness of compulsory documents, or non-compliance with laws, regulations, orders, requirements and conditions issued by the home, destination and transit countries. Air Italy can use for these payments, any other sum paid by the passenger, for carriages which are not yet executed or at any other title.

The passenger agrees to show all the documents requested by laws, regulations, orders, and requirements foreseen in home, transit and destination countries to Air Italy, making sure of their validity, independently.

The passenger also agrees to allow Air Italy to take a copy of the aforementioned documents in order to fulfil the obligations set forth by national, international laws, and laws of foreign countries, concerning immigration. In this regard, Air Italy makes sure that the data contained in said documents will be processed in compliance with "privacy" laws.

The passenger who is not in possession of the aforementioned documents or presents invalid documents, will lose his right to carriage.

In all cases in which entry is denied in a country, the passenger must refund Air Italy of any fine or other pecuniary sanction potentially inflicted, as well as the expenses and costs anyhow incurred due to denied entry. Moreover, the passenger will have no right to be refunded the amount paid for carriage, until the place where entry was denied or where he was expelled.

The passenger shall undergo all ordinary safety checks legally carried out by competent Authorities, by other authorised subjects or by the Carrier.

In case of damages to the passenger or his baggage caused by equipment used during the safety checks not carried out directly by Air Italy or anyhow not managed by the latter, the passenger will have no right to claim refund from the latter, except in cases in which fault is proven.

Moreover, the passenger agrees to undergo physical inspections and also inspections on his baggage from customs Authorities, and other Public authorities or competent subjects, also upon request of Air Italy, provided this is justified by objective safety reasons.

The passenger will have no right to claim refund for any damage caused to himself or his baggage, during the aforesaid inspections, granted the case in which the Company's fault is proven.

In case the passenger refuses to undergo the aforementioned inspections, he will have no right to carriage.

#### **ARTICLE 15 – CARRIER'S LIABILITY FOR PHYSICAL DAMAGES CAUSED TO THE PASSENGER**

15.1. The carriage by air of passengers and baggage is regulated by the combinations of the following rules:  
(1) by EC Regulation no. 2027/97, as amended and integrated by EC regulation no. 889/02;

(2) by the Montreal Convention provided that carriage is deemed of international character, according to the same convention;

(3) by national and foreign laws, if applicable;

(4) by the Passengers' Charter of rights or GCC.

15.2. The Carrier is liable for damages sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

The Carrier's liability for damages sustained in case of death or bodily injury of a passenger upon condition that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking is not subject to any financial restriction.

15.3. The liability of the carrier in case of death or bodily injury of a passenger is limited to 100,000 (one hundred thousand) SDR (approx. €115,000).

15.4. The liability of the carrier in case of death or bodily injury of a passenger is limited to 100,000 (one hundred thousand) SDR (approx. €115,000), provided that it proves:

a) that the damage is not due to negligence, illicit act or omission by the company or its staff or agents or;

b) the damage is exclusively due to third party's negligence, illicit act or omission.

15.5. Should the passenger, due to age or mental or physical state, be in conditions such that carriage by air would involve a risk or hazard for himself, the Carrier will not be liable for the worsening of this health conditions, neither for the on setting of any illness, lesion, invalidity or death, ascribable to such condition.

15.6. Air Italy's insurance coverage for liability towards the passengers is suitable and compliant with applicable laws on the subject.

15.7. The Carrier must promptly and in any case, within 15 (fifteen) days from identifying the physical person entitled to the refund, issue the advance payments to provide for the immediate economic needs, according to the damage suffered.

In case of death, the advance payments will not be lower than 16,000 SDR for each passenger (approx. € 18,400).

An advanced payment does not constitute acknowledgement of liability and can be deducted from any further amount due, according to the Carrier's liability.

The Carrier will have the faculty to request the total or partial reimbursement of the advance payment, should this not be due after providing proof that the damage was totally or partially caused by the injured or deceased passenger, or in case it is proven that the beneficiary of the advance payment has caused the damage or contributed to it, with his negligent behaviour, or is not the party entitled to refund.

## **ARTICLE 16 – CARRIER'S LIABILITY FOR DAMAGES TO THE PASSENGER'S BAGGAGE**

16.1. The Carrier is liable for damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier.

However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

16.2. If the Carrier acknowledges the loss of checked baggage, or in case the checked baggage has not reached destination within 21 (twenty one) days from the foreseen date, the passenger can exercise his rights towards the Carrier, in force of the carriage agreement.

16.3. In case of unchecked baggage, the Carrier is liable if the damage resulted from its fault or that of its servants or agents, upon suitable supporting evidences.

16.4. In the carriage of checked and hand baggage, the Carrier's liability in case of destruction, loss or damage is limited to 1,000 SDR (approx. €1,167.00) for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires.

In that case, the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

16.5. The provisions concerning the limits to the Carrier's liability in case of destruction, loss or damage of checked and hand baggage, are not applied in case it is proven that the damage is caused by an act or omission

of the Carrier, its staff or agents, performed with the intention to cause a damage or recklessly, with the awareness that a damage would probably be caused, provided that the proof that said servants or agents were carrying out their tasks when the act or omission occurred.

16.6. The Carrier is not liable for damages to the passenger and baggage caused by the content of the same baggage. The passenger whose personal items have caused damages to another passenger or baggage, or to the Carrier's property, must refund the Carrier for all consequent damages and expenses.

16.7. The Carrier is not liable for damages caused to checked baggage, when this contains items or objects which do not fall within the definition of checked baggage indicated in these GCC.

In particular, the Carrier is not liable for damages (also related to delayed delivery) or loss of valuable, fragile, perishable items, cash, jewellery, silverware and precious metal in general, revenue stamps, bills of exchange, shares or other marketable securities or similar, as well as business or office documents, sample books, passports and other identity documents, computers, electronic devices, cameras, and digital and non-digital video cameras, and all other items which have been stored in the passenger's baggage, in violation of art. 9 of these GCC.

16.8. In case the baggage weight is not indicated in the baggage receipt, it is assumed that the total weight of the checked baggage does not exceed the weight allowance for the relative service class.

## **ARTICLE 17 – CARRIER’S LIABILITY FOR DAMAGES CAUSED BY DELAY IN THE CARRIAGE OF PASSENGERS AND BAGGAGE**

17.1. The Carrier is liable for the damage caused by delay in the carriage of passengers and baggage.

In that case, reference is made to applicable Laws, among which EC Regulation 261/2004, the Passengers’ Charter of rights and Montreal Convention of 28/05/1999.

## **ARTICLE 18 – JOINT PROVISIONS CONCERNING CARRIER’S LIABILITY**

18.1. The Carrier, should it prove that the person claiming refund or its party entitled has caused the damage or contributed to it due to negligence, illicit act or omission, is totally or partially relieved from liability towards the plaintiff, to the extent in which the negligence or illicit act or omission caused the damage or contributed to it.

Also in case the request for refund is presented by a subject other than the passenger, due to death or injury suffered by the latter, the Carrier is equally relieved in part or fully from its liability, to the extent it proves that said passenger has caused the damage or contributed to it due to negligence, illicit act or omission.

18.2. The Carrier is not liable for damages that may be derived due to the passenger’s non-compliance or compliance with laws, regulations, order, requirements set forth by authorities.

18.3. The Carrier’s liability anyhow cannot exceed the amount of the proven damage. Moreover, the Carrier is not liable for indirect or consequential damages, such as prejudices which are not foreseeable, as consequence of the air Carrier's default or illicit act. The Carrier is also not liable for damages that the passenger could have avoided using ordinary due diligence.

18.4. Any exclusion or limitation of the Carrier’s liability is also applied to its agents, employees, representatives, and servants, provided that is proven that these subjects were executing their functions, and also to any person – and its agents, staff or representatives – whose aircraft is used by the Carrier.

18.5. Granted what otherwise established, no rule contained herein implies the Carrier’s waiver to any liability exclusion or limitation established for the Carrier by the Montreal Convention or other applicable laws.

## **ARTICLE 19 – TERMS FOR CLAIMS AND LEGAL ACTIONS**

19.1. The receipt of the checked baggage by the person entitled without reservations, constitutes assumption, unless otherwise proven, that this has been delivered in good conditions, in compliance with the carriage service.

19.2. In case of damage to the checked baggage (destruction, damage, alteration, total or partial loss, delay), the party entitled to collect it, shall:

- as soon as the damage is discovered, claim immediately the same damage at the destination airport by filling out the relative forms (PIR – PROPERTY IRREGULAR REPORT) which also include a detailed list of the

baggage content,

- present the written claim within 7 (seven) days from collecting the checked baggage, according to the methods indicated by the Carrier or its authorised agents, when claiming the damage.

In case of late delivery, the written claim must be sent within 21 (twenty one) days from the date on which the passenger has collected the baggage.

Should the damage be visible when collecting the checked baggage, the party entitled shall claim it immediately. Otherwise, when presenting the claim, he must provide evidence that the damage occurred during the period in which the Carrier was in charge of the checked baggage, and not prior or after said period.

19.3. The claim must be in writing and presented or sent within the aforesaid terms, under penalty of invalidity.

19.4. With regards to the carriage of passengers and unchecked baggage, any right to refund for damages is invalidated in case a legal action is not brought forward within two years from arrival to destination or from the day in which the aircraft would have arrived to destination, or from the day carriage was interrupted.

The criterion to determine when said term is effective will be calculated according to applicable laws.

In case of damage to checked baggage, any right to refund will be voided in case a legal action is not brought forward within two years from the date the baggage was returned or from the date in which it was supposed to be returned. The criterion to determine when said term is effective, will be calculated according to applicable laws.

19.5. With regards to the carriage of passengers and baggage, any claim of refund for damages brought forward at any title in force of the carriage agreement can be exclusively exercised at the conditions and within the limits of liability foreseen by the Montreal Convention and acknowledged by these Conditions, granted the appointment of subjects in charge to take legal action and their relative rights.

## **ARTICLE 20 – CHANGES AND WAIVERS**

When booking the ticket, the passenger is informed that no Carrier's agent, employee or representative has the faculty to replace, amend or waive the rules contained in the GCC.

No clause of the GCC can be interpreted as exception to the obligations potentially foreseen by law, pending on the air carrier.

## **ARTICLE 21 – PROCESSING OF PERSONAL DATA**

21.1 All personal data supplied upon booking or in relation to or as a consequence of the services rendered by AIR ITALY S.p.A. are processed in compliance with applicable laws and regulations on personal data protection, and in particular in compliance with Legislative Decree no. 196 of 30 June 2003 ("Code on personal data protection").

21.2 The processing activities of personal data are required to manage bookings of flights, issuing tickets, embarking passengers and all related, consequent obligations, or anyhow those concerning the services rendered by AIR ITALY S.p.A. according to the methods foreseen by these terms and conditions.

21.3 AIR ITALY S.p.A. also processes particular categories of data, that may be of sensitive nature, like meal and seat preferences on the flights operated by AIR ITALY S.p.A. and its partners, possible food allergies, etc. This data is useful to provide a more accurate service to the Consumers and Passengers. Notification of said data is optional and in case of omission, this will not imply any consequence on the services rendered.

21.4 The data may be occasionally disclosed to third service suppliers (such as airport operators who perform handling and passengers' assistance activities on behalf of AIR ITALY S.p.A.), exclusively for the aforementioned purposes. The data can be notified to third parties in case said notice is required by law, including notification to the Police or Public Safety Forces, in order to carry out the relative checks.

21.5 All additional information concerning the technologies used to ensure privacy of credit cards' data used online, can be found in the "safe purchase" page of Air Italy's website.

21.6 Consent to the use of personal data according to the methods and within the limits indicated in the privacy policy found in the [legal info](#) section, is given by requesting/booking Air Italy's services or anyhow, when inputting the personal data on Air Italy's website, prior to final acceptance.

21.8 The Consumer/ Passenger boasts the right at any time, to obtain confirmation about the existence of his personal data, know the content and origin, check accuracy or ask integration, update or rectification, and also the right to ask deletion, transformation in anonymous form or block of data treated in violation of the provisions set forth by the Code on personal data protection, or to oppose to the processing for legitimate reasons, notifying AIR ITALY S.p.A. in writing by sending a fax to +39 0789 52635.