



## **CONDITIONS OF CARRIAGE**

SEPTEMBER 2018



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***SAS***

# TERMS & CONDITIONS

# CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

## PREAMBLE

These Conditions of Carriage govern the relationship between you as a Passenger and us as the Carrier regarding your carriage on an aircraft operated by us or pursuant to a Ticket on which our Airline Designator Code appears for that flight or flight segment. Your rights and duties towards us and vice versa in this matter are outlined in the Conditions of Carriage. We advise you to read the Conditions of Carriage carefully as, among other things, they set out various limitations that affect you, for instance concerning our limits of liability towards you in case of Damage and delay affecting you and/or your Baggage. If our limits of liability are not satisfactory in relation to your needs, we advise you to obtain personal travel insurance.

These Conditions of Carriage may be amended without prior notice. The version in effect at any given time is the one most recently published, and this can be downloaded from our Website at any time.

Revised May 2018.

We wish you a pleasant flight.

## ARTICLE 1: DEFINITIONS

As you read these conditions, please note that:

**“SAS”, “We”, “Our” “Ourselves” and “Us”** means Scandinavian Airlines System Denmark-Norway-Sweden, a consortium established under the laws of Denmark, Norway and Sweden and having its registered head office in Solna, Sweden. See Article 2 for addresses.

**“Passenger”, “You”, “Your” and “Yourself”** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

**“Administration Fees”** means fees charged, where applicable, to the Passenger by the Carrier and/or its Authorized Agent, such as but not limited to in consideration for the modification (“Modification Fees”), reissue (“Reissue Fees”) or refund (“Refund Fees”) of a Ticket. By accepting these Conditions of Carriage, you are also accepting the current Administration Fees.

**“Agreed stopping places”** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

**“Air Carriage” and “Carriage”** means the carriage of a Passenger and their baggage on an aircraft.

**“Airline Designator Code”** means the two-characters or three letters which identify particular air carriers and that is shown on the Ticket. For example, the SAS Airline Designator Code is SK.

**“Article”** means an article of these General Conditions of Carriage.

**“Authorized Agent”** means an individual or legal entity that is authorized by the Carrier to represent the Carrier in sale of Air Carriage tickets for its services or for the services of another Carrier if said agent is so authorized.

**“Baggage”** means both your Checked and Unchecked Baggage unless otherwise specified.

**“Baggage Check”** means the part of the Identification Form issued to the Passenger by the Carrier relating to the Carriage of Checked Baggage.

**“Baggage Tag”** means the part of the Identification Form that is affixed to the Checked Baggage.

**“Carrier”** means SAS and/or any other carrier for which the Airline Designator Code appears on the Ticket, or a Conjunction Ticket.

**“Carrier Imposed Surcharges”** means surcharges and fees, which are surcharges and fees imposed by the Carrier, such as fuel surcharges, international/domestic fees, security surcharges, service fees etc.

**“Charter Agreement”** means the agreement where any other party has contracted with the passenger (for example a tour operator) and entrusts the Carrier with performing all or part of the Air Carriage in connection with package travel, package holidays and package tours, including under EU Package travel directive. The “contractual carrier” in this respect is the charterer or tour operator who as a principal enters into a Charter Agreement..

**“Checked Baggage”** means Baggage of which the Carrier has taken custody and for which Identification Form has been issued.

**“Check-in deadlines (CID)”** means the time limit for the specific airport specified by the airline by which you must have completed check-in formalities and - if applicable - received your boarding pass.

**“Code Share”** means the operation by one Carrier of flights for which seats are offered by another Carrier using its own Airline Designator Code alone or jointly with the operating Carrier’s Airline Designator Code.

**“Conjunction Ticket”** means a Ticket issued to you with relation to another Ticket, which together constitute a single contract of Carriage.

**“Contingency Plan”** for lengthy tarmac delays means the contingency plan adopted by the Carrier in the event of a significant delay of the aircraft on the tarmac at an airport located within U.S Territory, as described by the U.S. Department of Transportation (DOT).

**“Convention”** means, as applicable: (a) the Convention for the Unification of Certain Rules in Warsaw on 12 October 1929; (b) the Hague Protocol of 28 September 1955, which amended the Warsaw Convention; (c) the Guadalajara Supplementary Convention of 18 September 1961. (d) Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention; (e) a combination of the

aforementioned Conventions and Protocols; (f) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

**“Coupon”** means a paper Flight Coupon or an Electronic Coupon, each of which bears the name of the Passenger who is to take the flight identified on the Coupon.

**“Damage”** includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with Carriage or other services performed by us.

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

**“Electronic Coupon”** means an Electronic Flight Coupon or other value document held in our database.

**“Electronic Ticket”** means the Ticket saved by the Carrier or at its request by a computerized Reservation system and that is evidenced by the Travel Memo (also called Itinerary and Receipt), the electronic Flight Coupon or any other document that has the same value, issued by the Carrier on its name.

**“Extraordinary Circumstances”** means situations where an event could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings, strikes that affect the operation of an operating air carrier or where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay or the cancellation of one or more flights by that aircraft.

**“Fares”** means the fares, charges, levies, costs for a journey charged to the Passenger, for a specified reservation class, for given routes, and, where applicable, flights and dates, and the corresponding fare conditions.

**“Flight Coupon”** means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon,

and indicates the particular places between which you are entitled to be carried.

**“Force Majeure”** means extremely unusual and totally unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

**“General Conditions of Carriage”** mean these General Conditions of Carriage.

**“IATA”** means International Air Transport Association.

**“Identification Form”** means a tag issued by the Carrier for the sole purpose of identifying Checked Baggage.

**“Itinerary/Receipt”** see Travel Memo.

**“Non-Carrier Imposed Surcharges”** means surcharges and fees imposed by others than the Carrier, typically public authorities or airports. Such fees and surcharges could be airport duties, passenger surcharges etc.

**“Notice of Contract Terms Incorporated by Reference”** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

**“Passenger Coupon”** or **“Passenger Receipt”** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

**“Passenger with Reduced Mobility” (PRM)** means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotion, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all Passengers.

**“Place of commencement”** means the place of departure as shown on the Ticket.

**“Regulation (EC) 261/2004”** means the Regulation (EC) 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

**“Reservation”** means any request for Carriage by a Passenger recorded by the Carrier or its Authorized Agent.

**“Schedule or Schedule Indicators”** means the list of departure and arrival times for the flights, as shown in the schedule guides published by the Carrier, or under its authority, and brought to the attention of the public by electronic means.

**“SDR”** means a Special Drawing Right, which is the composite unit of currency that is the official unit of exchange of the International Monetary Fund. Information about the current rate of a SDR can be found on the Internet or at bank offices.

**“Stopover”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination for a minimum period of twenty-four hours.

**“Tariff”** means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

**“Taxes”** mean fees, taxes and charges imposed by governments, airport operators or any other authority.

**“Ticket”** means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Notice of Contract Terms Incorporated by Reference, other notices and Coupons.

**“Travel Memo”** (or Itinerary or Receipt) means one or more documents that the Carrier issues to the Passenger that confirms the issue of an Electronic Ticket that bears the name of the Passenger, information on the flight and any notices to the Passenger.

**“Unchecked Baggage”** means any of your Baggage other than Checked Baggage.

**“Website”** means SAS websites, including sas.se, sas.no, sas.dk, flysas.com.

## ARTICLE 2: NAME AND ADDRESS OF SAS

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. The address of SAS is deemed to be that of any one of its

principal places of business in Denmark or Norway or Sweden.

**Denmark:** Scandinavian Airlines System Denmark-Norway-Sweden, Amager Strandvej 392, 2770 Kastrup, Denmark

**Norway:** Scandinavian Airlines System Denmark-Norway-Sweden Henrik Ibsens vei, Teknisk Base, 2. Etasje 2060 Gardermoen, Norway

**Sweden:** Scandinavian Airlines System Denmark-Norway-Sweden, SE 195 87 Stockholm, Sweden

## ARTICLE 3: APPLICABILITY

### 3.1 GENERAL

Except as provided in Articles 3.2, 3.5, 3.6 and 4.1.2 our Conditions of Carriage apply only on flights or flight segments operated by us and/or, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

Your travel will be governed by the rules that were in effect on the date you purchased your ticket; provided, however, that SAS reserves the right to apply rules currently in effect on the date of your travel where reasonably necessary for operational efficiency and where the change in rule does not have a material negative impact upon you.

Outside Europe Regulation (EC) 261/2004 might not apply. If you are traveling outside Europe on flights not operated by us, be aware that you might not be entitled to assistance from SAS, or the operating airline in situations where your flight is cancelled, delayed, you are denied boarding or downgraded. In these situations, your rights will be governed by the local legislation applicable to the flight in question.

### 3.2 CHARTER OPERATIONS

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

### 3.3 CODE SHARE

On some services, we have code share arrangements with other Carriers. This means that even if you have a reservation with us and hold a

Ticket where our name or Airline Designator Code (SK) is indicated as the Carrier, another Carrier may operate the aircraft. If such arrangements apply we or our Authorized Agents will advise you of the Carrier operating the aircraft at the time you make a reservation. Your contract party is the marketing carrier, i.e. the Carrier whose Airline Designator Code appears on the Flight Coupon or routing slip next to the flight number. Notwithstanding the above, in the event of code share all claims related to compensation and assistance in the event of denied boarding, cancellation, long delays or downgrading based on Regulation (EC) 261/2004 shall be submitted to the operating carrier. Other claims regarding Damages for proven losses and costs may be submitted to either the operating or the marketing Carrier.

Furthermore, with respect to code share flights operated by another Carrier that depart from or arrive at a U.S. airport, the tarmac delay Contingency Plan of the operating Carrier governs. Detailed information regarding these Contingency Plans may be obtained from the operating Carriers website.

### 3.4 INFORMATION ON THE IDENTITY OF THE OPERATING CARRIERS

As we are aware how important it is for you to know the Carrier you are actually flying with, we provide information about the identity of the operating Carrier you are flying with at the time of reservation. You also are immediately informed, in case the operating Carrier is changed.

Indirect sales channels such as travel agents or internet providers over which we have no influence, are also obliged by Art 11 of the Regulation (EC) No. 2111/2005 to systematically inform you at the time of reservation of the operating Carrier and/or to contact the Passenger if the operating Carrier is changed.

### 3.5 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with applicable law that cannot be waived by agreement of the parties in which event such laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### 3.6 CONDITIONS PREVAIL OVER REGULATIONS

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

### 3.7 PERSONAL DATA

You recognize that in connection with your travel personal data has been given to us for the following purposes: making a reservation, booking and/or issuing a Ticket, contacting you regarding check-in and other information about your flight, facilitating immigration and entry procedures, customs control, verification of credit cards and other payment cards, facilitating ancillary services such as for instance hotel reservations and car rental, developing and providing special services such as special facilities for People with Reduced Mobility, special meals and the fulfillment of other special wishes you as a passenger may have. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, authorities and government agencies, handling agents, other carriers or other third parties within or outside the European Union in connection with providing you with the travel services and related services. If prohibited by any applicable legislation your personal data will not be used for marketing purposes without your prior consent. SAS may store personal data for up to ten years in order to handle any claims or obligations under applicable law. Personal data will be handled in accordance with applicable law, including the General Data Privacy Regulation and [SAS' Privacy Policy \(Integrity Policy\)](#).

## ARTICLE 4: TICKETS

### 4.1 GENERAL PROVISIONS

4.1.1 The Ticket constitutes conclusive evidence of the contract of Carriage between us, and the Passenger named in the Ticket. We will provide Carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

4.1.2 A Ticket is transferable in its entirety (but not in part), provided;

– that you contact us with a request for transfer of your Ticket at least 24 hours before the scheduled departure time shown on the first flight coupon of the Ticket,

– that we are the operating carrier of all the flights or flight segments in the Ticket, and

– that the person to whom the Ticket is to be transferred satisfies and complies with all the conditions applying to the original Ticket.

Upon your surrender of your Ticket to us, we will issue a new Ticket in the name of the person to whom the Ticket is to be transferred. The new Ticket will be subject to the same terms and conditions as those of the replaced Ticket. You will be charged an Administration Fee for the transfer of the Ticket. For the avoidance of doubt, a name change is considered a transfer of a ticket even if it is you that is changing your own name since a name change means that we have to issue a new Ticket.

Except as provided above, a Ticket is not transferable.

4.1.3 Some Tickets are sold at discounted fares, which may be partially or completely non-refundable. If a Ticket is non-refundable, the Carrier Imposed Surcharges will also be non-refundable, whereas the Non-Carrier Imposed Surcharges will always be refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

4.1.4 (a) If you have a Ticket, as described in Article 4.1.3 above, and you are prevented from traveling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will at our discretion either make a refund within a reasonable time or provide you with a credit of the non-refundable amount of the fare for future travel on us, in both circumstances subject to deduction of an administration fee.

(b) If you have a Ticket, as described in Article 4.1.3 above, and you are delayed for your scheduled flight due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge.

4.1.5 The Ticket is and remains at all times the property of the issuing Carrier.

### 4.2 REQUIREMENT FOR TICKET

Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon

for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorized Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

#### 4.3 LOSS OF TICKET

4.3.1 (a) In case of loss or mutilation of a Ticket (or part of it) as described in Article 4.1.3 above, if we have issued the said Ticket, we will upon your request replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued. You will be liable to reimburse us for any costs and losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another Carrier for misuse of the original Ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. We will charge an Administration Fee for this service, unless the loss or mutilation was due to negligence on our side or from one of our Authorized Agents.

(b) In case of loss or mutilation of a Ticket that is fully refundable we may require you to pay the full Ticket price for a new Ticket, subject to refund if and when we are satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to us, the foregoing refund will be processed at that time.

4.3.2 A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

#### 4.4 PERIOD OF VALIDITY

4.4.1 Except as otherwise provided in the Ticket, in these Conditions of Carriage, or in applicable Tariffs, (which may limit the validity of a Ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

(a) One year from the date of issue; or

(b) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

4.4.2 If you after having commenced your journey become unable to travel within the period of validity due to illness, the period of validity of your ticket may only be extended subject to the fare rules governing your ticket.

4.4.3 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

#### 4.5 COUPON SEQUENCE AND USE

4.5.1 A Ticket comprises one or more Flight Coupons. Each Flight Coupon is issued for exactly one sector. For example: a Ticket from Stockholm to New York and back, with the sectors from Stockholm – Copenhagen, Copenhagen – New York, New York – Copenhagen, Copenhagen – Stockholm comprises four Flight Coupons or one Ticket. In the same way, the flight from Stockholm – Copenhagen, Copenhagen – Stockholm also comprises two Flight Coupons, regardless of any stopover in Copenhagen. The Ticket you have purchased is only valid for the sequence of transportation shown on it. The price you paid is based on our fares and is specially calculated based on the travel dates you have selected and sequence of travel. Therefore, the calculated price applies only to the sequence of transportation shown on the Ticket. This represents an important part of our contract with you. Due to the market situation, fares consisting of several Flight Coupons can be less expensive than the respective individual flight sections. To prevent these cheaper fares from being misused, we have made it a condition of Carriage that the sectors are to be flown in the sequence of transportation shown on the Ticket.

4.5.2 Should you wish to change any aspect of your Carriage, you must contact us in advance. If you are unable to fly the indicated sequence in the order given due to Force Majeure, illness or for any other reason or impediment for which you are not responsible, the remainder of the Flight Coupons shall remain valid. In this case, you may use the remaining Flight Coupons in the sequence shown. The relevant reasons are to be made known to us and substantiated immediately after you become aware of them or after discontinuation of the impediment. In this case, you may use the remaining Flight Coupons in the planned order sequence shown.

4.5.3 Should you have selected a Tariff which provides for compliance with a fixed sequence of travel (see 4.3.1), please note: if Carriage is not used on all individual legs or not used in the sequence anticipated on the Ticket with otherwise unchanged travel data, we will recalculate the fare according to your altered routing. The new fare will hereby be determined, and you will have to pay for your actual routing, depending on the Tariff and fare rules for the Ticket. The new fare will be based on the fare available on the day of the request for change of routing. This fare may be higher or lower than the fare you originally paid.

The calculation will be based on the best value price available in your booking class for the changed sequence of transportation. If the booking class originally booked by you is not available for the changed routing on the day of making the reservation, the cheapest available booking class will be used to recalculate the changed sequence of transportation. Any refundable taxes and charges for the unused Flight Coupon will be deducted. Please note that unless the difference in price has been paid, you will not be allowed to travel.

## **ARTICLE 5: FARES, FEES, CHARGES AND TAXES**

### **5.1 FARES**

The fare to be paid covers the cost of transporting you from the airport at the actual place of departure to the airport at the actual final destination. It is calculated in accordance with the tariff which is applicable on the day you book your ticket for the flight dates and itinerary shown on your ticket. Your fare does not include ground transportation between airports or between airports and city centers. The fare may include Carrier Imposed Surcharges. Should you change your Itinerary or dates of travel, this may impact the fare to be paid.

### **5.2 TAXES, FEES AND CHARGES**

5.2.1 Both Carrier and Non-Carrier Imposed Surcharges shall be payable by you. Non-Carrier Imposed Surcharges may be created or increased by a government, another authority, or by an airport operator, after the reservation date. In this case, Passenger must pay the corresponding amount. Inversely, if the fees, taxes and charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

5.2.2 If you cancel a refundable Ticket both Carrier and Non-Carrier Imposed Surcharges will be refunded. According to the type of Ticket, the refund may be subject to an administration fee. If you cancel a non-refundable Ticket you will only be and are entitled to a refund of Non-Carrier Imposed Surcharges, and such refund may be subject to the deduction of an administration fee.

### **5.3 CURRENCY**

If you cancel a refundable Ticket both Carrier and Non-Carrier Imposed Surcharges will be refunded. According to the type of Ticket, the refund may be subject to an administration fee. If you cancel a non-refundable Ticket you will only be and are entitled to a refund of Non-Carrier Imposed Surcharges, and such refund may be subject to the deduction of an administration fee.

### **5.4 CREDIT CARD SURCHARGE**

A surcharge may apply to Reservations made with a credit card as specified at the time of Reservation. This charge covers the extra cost associated with credit card payments. Under certain circumstances you may be subject to additional fees imposed by your card issuer. Any query relating to such fees must be directed to the card issuer.

## **ARTICLE 6: RESERVATIONS**

### **6.1 RESERVATION REQUIREMENTS**

6.1.1 We, or our Authorized Agents, will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).

6.1.2 Certain fares have conditions, which limit or exclude your right to change or cancel reservations or to request a refund.

### **6.2 TICKETING TIME LIMITS**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us, or our Authorized Agents, we may cancel your reservation.

### **6.3 SEAT ALLOCATION**

The Carrier will make reasonable efforts to meet seat allocation requests but cannot guarantee the allocation of a given seat, even if the Reservation

has been confirmed for such seat. The Carrier reserves the right to change seat allocation at any time, including after boarding, for operating, security or safety reasons and for reasons of Force Majeure.

#### **6.4 SEATING RESERVATION SUBJECT TO RESERVATION CHARGES**

If you have paid for your seat reservation, you have a right to a certain seating category (window, aisle or middle seat). In the case of a re-booking is changed at our instigation, in the case of a flight cancellation, or in the event of changes made by us for operational, safety, security or other reasons, we will refund you the amount paid for your reservation if your desired seat category is not available. If you cancel or rebook your Ticket or you purchase an upgrade, the amount paid for the seat reservation will not be refunded.

### **ARTICLE 7: CHECK-IN AND BOARDING**

#### **7.1 CHECK-IN DEADLINES**

Check-in Deadlines vary from airport to airport and you must inform yourself about these Check-in Deadlines in order to facilitate your journey and avoid your Reservation being cancelled.

If your journey includes any subsequent flights with another carrier it is your responsibility to inform yourself of the Check-in Deadlines for these flights.

You must have completed the check-in process no later than at the Check-in Deadlines indicated and you must arrive sufficiently in advance of the flight in order to be able to carry out all necessary formalities for your journey. Should you fail to do so or should you not present all the documents allowing you to be checked-in and therefore be unable to travel, we are entitled to cancel your Reservation and seat reserved.

We are not liable for any damages you incur due to the failure to comply with the provisions of this clause.

#### **7.2 BOARDING DEADLINES**

You must be present at the boarding gate at the time specified by us. Boarding deadlines are available on our [Website](#) and can be obtained by contacting us, or our Authorized Agents. We are entitled to cancel your Reservation and the seat reserved for you if you are not present at the boarding gate at the boarding time specified by us.

We are not liable for any damages you incur due to the failure to comply with the provisions of this clause.

#### **7.3 OBLIGATIONS**

We have no obligation (including, without limitation, no obligation to carry or pay a refund) or liability whatsoever towards you if you have not complied with the conditions of this Article.

### **ARTICLE 8: REFUSAL AND LIMITATION OF CARRIAGE**

#### **8.1 RIGHT TO REFUSE CARRIAGE**

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage provided we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- (a) Such action is necessary in order to comply with any applicable laws, regulations, or orders;
- (b) The Carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;
- (c) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property;
- (d) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- (e) You have refused to submit to a security check;
- (f) You have not paid the applicable fare, taxes, fees or charges;
- (g) You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, when so requested; or if we by any other means have reason to believe, that you will not be permitted to enter the country of your destination or any other country through which you may be in transit;

(h) You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agents, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

(i) You have failed to comply with the requirements set forth in Article 4.3 above concerning coupon sequence and use or you present a Ticket, which has been issued or altered in any way, other than by us or our Authorized Agents, or the Ticket is mutilated;

(j) You fail to observe our instructions with respect to safety or security.

## **ARTICLE 9: SPECIAL ASSISTANCE (PERSON WITH REDUCED MOBILITY, UNACCOMPANIED CHILDREN)**

### **9.1 PASSENGERS WITH REDUCED MOBILITY (PRM)**

Acceptance for Carriage of Passengers with Reduced Mobility (PRM), persons with illness, or other people requiring special assistance has to be registered with us in advance unless otherwise required under applicable laws, regulations or orders. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing and been accepted by us, shall not subsequently be refused Carriage on the basis of such disability or special requirements. Furthermore, we will make all reasonable efforts to provide assistance to passengers with disabilities even if the passenger has not advised us of such special requirements in advance. Pregnant women may be subject to prior arrangements with us.

Special assistance and conditions that require prior arrangements for our flights are available on our Website and can be found [here](#) and can also be obtained by contacting us or our Authorized Agents.

Should the Passenger, when checking in or boarding, require special assistance for which a request has not timely and in accordance with this Article been made, then we have the right to refuse the Passenger Carriage.

### **9.2 SPECIAL ASSISTANCE**

Special assistance will be performed in accordance with our rules governing such assistance, and this information is available on our [Website](#) and can be obtained by contacting us or our Authorized

Agents at any time.

### **9.3 UNACCOMPANIED MINORS (UM)**

Acceptance for Carriage of unaccompanied children (UM) has to be registered with us in advance. UM will not be accepted for Carriage, if, before departure, bad weather conditions or other extraordinary circumstances indicate that it might be difficult to land at the scheduled place of arrival.

### **9.4 SPECIAL MEALS**

If a passenger requires a special meal, they must enquire as to the availability thereof when making the Reservation (and/or changing a Reservation) or within the time limits published by us for this purpose. Otherwise, the Carrier cannot guarantee the availability of such special meal on board the specific flight concerned.

## **ARTICLE 10: BAGGAGE**

### **10.1 FREE BAGGAGE ALLOWANCE AND EXCESS BAGGAGE**

You may carry some Baggage free of charge, subject to our regulations and limitations which can be found and downloaded from our [Website](#). You will be required to pay a charge for Carriage of Baggage in excess of the free Baggage allowance. These rates are available from our Website.

### **10.2 BAGGAGE FROM STRANGERS**

You must be fully aware of the content of all your Baggage and you should refuse to carry, in the checked or the unchecked baggage, items or Baggage entrusted to you by a third party.

### **10.3 PROHIBITED ITEMS**

10.3.1 You shall not include in your Baggage any items for which Carriage is prohibited or restricted by the applicable regulations in any departure, arrival or transit state or state over which the aircraft flies, including in particular:

(a) Items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in the Carrier's regulations, as applicable (additional information is available upon request from the Carrier); these items include, but is not limited to, asbestos, explosives, pressurized gas, oxidizing, radioactive or magnetized

substances, inflammable substances, toxic or corrosive substances articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air.

(b) Items which in the reasonable opinion of the Carrier are unsuitable for Carriage because of the weight, dimensions, unpleasant odor, configuration or fragile or perishable nature, make them unsuitable for Carriage, in particular in light of the type of aircraft used. Information on these items shall upon request be provided to Passengers;

(c) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as cargo or Checked Baggage, must be unloaded and suitably packed and have the safety catch on. The Carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above;

(d) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons, antique weapons, replica of weapons, swords, knives and other weapons of this type. Such types of weapons may not be transported in the cabin under any circumstances. They may nevertheless be contained as cargo or Checked Baggage, subject to acceptance by the Carrier.

(e) Live animals, except as provided for in the provisions of Article 10.10.

10.3.2 Furthermore, additional information on prohibited items which may not be carried as Unchecked Baggage, including but not limited to liquids and gels as well as pointed/edged weapons and sharp objects, blunt instruments and lighters, are available on our [Website](#).

10.3.3 This Article 10.3.3 applies only to Carriage that does not involve a point in the United States of America as a point of origin, point of destination or agreed stopping place. In addition to the restriction mentioned above in Article 10.3.1–10.3.2, on flights that do not involve a point in the United States of America as a point of origin, point of destination or agreed stopping point, you must not include in your Checked Baggage fragile or perishable items or items having a special value, such as but not limited to: money, keys, prescribed medicines, glasses/sunglasses, bottles, cameras, jewelry, precious metals, computers, personal electronic devices, cellular telephones, musical instruments, negotiable papers, securities or other valuables, business documents, passports or other identification documents, or samples. If despite

being prohibited any items referred to in Article 10.3 are included in your Checked Baggage, we shall not be responsible for any loss, delay or damage to such items.

#### 10.4 RIGHT TO REFUSE CARRIAGE

10.4.1 Subject to paragraph 10.3, we will refuse to carry as Baggage the items described in 10.3.1–10.3.2 and may refuse further Carriage of any such items upon discovery.

10.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for Carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items are available upon request.

10.4.3 We may refuse to accept Baggage for Carriage unless it is in our reasonable opinion properly and securely packed in suitable containers such that under normal conditions it will arrive undamaged.

#### 10.5 SEARCH OF PASSENGERS AND BAGGAGE

If you are not willing to comply with a request a search to be made of your person or your Baggage to determine the presence of articles which are inadmissible according to or which have not been presented in accordance with article 10.3, we may refuse to carry you and your Baggage and in that event, we shall be under no liability to you except to refund you in accordance with these Conditions of Carriage.

#### 10.6 CHECKED BAGGAGE

10.6.1 Upon delivery to us of baggage to be checked we shall take custody thereof.

10.6.2 When you present your Baggage to check-in, you are obliged to:

(a) Attach your name or other personal identification to the Baggage

(b) Pack all Baggage in suitable packaging as further described on our [Website](#) to avoid refusal of Carriage according to 10.4.2.

10.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative (if possible the next) flight. If your Checked Baggage is carried on a

subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance. Article 17 (Liability for Damage) remains unaffected.

### 10.7 SPECIAL DECLARATION OF INTEREST

(a) For all Checked Baggage with a value that exceeds the liability limits in the event of destruction, loss, damage or delay, as defined by the Convention, Passengers can either purchase insurance coverage prior to the journey or, when handing over the Baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, a surcharge made known upon request, must be paid by the Passenger. Compensation will be paid in accordance with the provisions of Article 17.

(b) The Carrier reserves the right to verify the adequacy of the value declared with the value of the Baggage and the contents thereof.

(c) All Special Declarations of Interest must be made by the Passenger to the Carrier prior to the Check-in Deadline. The Carrier may refuse any Special Declaration of Interest if a Passenger does not comply with the aforementioned time limit. The Carrier also has the option of capping the level of the declarations. The Carrier also reserves the right to prove, in the event of damage, that the amount declared was higher than the Passenger's genuine interest at the time of delivery.

(d) Passengers can obtain all the relevant information regarding this Special Declaration of Interest and surcharge specified in this article.

### 10.8 UNCHECKED BAGGAGE

10.8.1 We may specify maximum dimensions for Baggage which you carry on to the aircraft. If we have not done so, Baggage you carry onto the aircraft must fit under the seat in front of you or in the overhead enclosed compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage or carried in the hold. If another Carrier is operating your flight other conditions may apply.

10.8.2 Items not suitable for Carriage in the overhead enclosed compartment in the cabin of the aircraft (such as musical instruments) and which do not meet the requirements in 10.8.1, will only be accepted for Carriage in the cabin department if you have given us notice in advance and

permission has been granted by us. You may have to pay a separate charge for this service. Further information can be found [here](#).

10.8.3 You are responsible for personal effects and Unchecked Baggage that you take into the cabin. In the event of destruction, theft, loss or damage to personal effects or Unchecked Baggage, we may only be liable if a wrongdoing on our part, or that of our officials or agents, is proven, said liability then being limited to the amount defined in Article 17 of these Conditions of Carriage.

### 10.9 DELIVERY OF CHECKED BAGGAGE

10.9.1 You are responsible for collecting your Checked Baggage as soon as it is made available at the place of destination or stopover.

10.9.2 We shall deliver Checked Baggage to the bearer of the Baggage Check upon payment of all unpaid sums due to us under these Conditions of Carriage.

10.9.3 If a person claiming the Checked Baggage is unable to present the Baggage Check and identify the Baggage by means of a Baggage Tag, if one has been issued, we will deliver the baggage to such person only on conditions that the person establishes to our satisfaction the right hereto.

10.9.4 If you do not collect your Checked Baggage within three months from the Baggage being made available to you, we may dispose of said Baggage without being liable to you.

### 10.10 PETS AND ASSISTANCE DOGS

10.10.1 Carriage of animals (cats and dogs) in the cabin is subject to our prior and explicit acceptance and the following conditions:

(a) The number of animals that can be carried is limited per flight and per Passenger.

(b) In accordance with the regulations in force, the Carriage of certain categories of animals is prohibited. Information relating to these categories is available on request from the Carrier and its Authorized Agents and on our [Website](#).

(c) Passengers must be able to provide all valid documents relating to their animal, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits. The Carrier will not agree to carry animals that do not have the requisite documents.

(d) Depending on the destination, the Carriage of animals can be subject to conditions, in particular age, weight, health checks, which the Passenger may obtain from the Carrier.

(e) The animal and its container are not included in the Baggage Allowance; the Passenger must pay a surcharge, the conditions of which are available from the Carrier.

(f) Guide dogs, service animals, and if applicable their cages, accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the applicable Baggage Allowance, in accordance with the Carrier's regulations, which are available on request.

(g) In the event of fraud or the absence or invalidity of the required documents or if the container intended for carrying the animal does not comply with the provisions of Article 10.10, the Carrier shall not assume any liability for the injury, loss, delay, illness or death of animals carried (in the event that the animal is refused entry into or passage through any country, state or territory), as a result of these failures, unless this is solely caused by gross negligence or willful misconduct of the Carrier. Passengers travelling with animals who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs and damage incurred by Carrier due to such a situation. The Carrier shall at all times be entitled to set such additional conditions as it deems appropriate in its discretion.

(h) Passengers can obtain all the relevant information regarding the Carriage of animals and in particular, the surcharge specified above from the Carrier and its Authorized Agents and on our [Website](#).

10.10.2 Pets traveling in the hold must be placed in a rigid plastic or fiber glass carry cage approved by IATA.

#### **ARTICLE 11: SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS, DENIED BOARDING AND DOWNGRADING**

If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance.

#### **11.1 SCHEDULES**

11.1.1 The flight times shown in timetables are not binding and may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

11.1.2 Before we accept your booking, we will notify you of scheduled flight time in effect as of the time, and it will be shown on your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, you will be entitled to a refund in accordance with Article 12.

11.1.3 Before we accept your booking, we or our Authorized Agents will notify you of the scheduled flight time in effect as of that time after you have booked your flight. If you provide contact information to us or our Authorized Agent, we will do our best to inform you of such changes. In the situations not covered by Article 11.2 below, if, after you make your reservation, but before the date of travel, we change the scheduled departure time by more than three hours and this is unacceptable to you and we are unable to book you on an alternative flight which is acceptable to you, you will be entitled to a refund for all monies paid in respect of the time changed flight. If you decide to end your trip with SAS by requesting a refund, you will no longer have right to care in accordance with Regulation (EC) 261/2004.

#### **11.2 CANCELLATION AND DELAYS OF FLIGHTS**

11.2.1 The Carrier will take all reasonable measures to avoid delay in carrying the Passenger and their Baggage. In order to prevent a flight cancellation or delay, the Carrier may arrange for a flight to be operated on its behalf by an alternative Carrier and/or aircraft and/or other means of transport.

11.2.2 In the event of a flight cancellation or delay, the Carrier will implement all the provisions of the applicable regulations. Information relating to passenger rights in case of delays and cancellations is available from the Carrier and its Authorized Agents and on our [Website](#).

#### **11.3 DENIED BOARDING AND DOWNGRADING**

11.3.1 In the event the Carrier decides to deny boarding, due to overbooking with the result that the Carrier is not in a position to offer a seat to the Passenger, even though the Passenger has a valid

Ticket and has arrived for check-in and boarding in accordance with the required timeframes and conditions, the Carrier shall grant the Passenger the compensation provided for by the relevant applicable regulations.

11.3.2 In the event that the Passenger is placed in a lower class than that for which the Ticket was purchased, the Carrier will refund the difference in Fares, under the conditions specified by the relevant applicable regulations. Information relating to passenger rights in case of Denied Boarding and downgrading is available from the Carrier and its Authorized Agents and on our [Website](#).

11.3.3 Compensation for voluntary denied boarding will be paid pursuant to the conditions agreed between the affected passengers and the carrying Carrier; We will first seek volunteers who are prepared to stand down from their reservation, subject to any security and/or operational constraints at the airport.

#### **11.4 COMPENSATION FOR DENIED BOARDING, CANCELLATION OR LONG DELAY OF FLIGHTS**

11.4.1 The provisions governing any damages, compensation, cancellations, delays and denied boarding are set out in the Convention and, where applicable, Regulation (EC) 261/2004. For information regarding your rights under Regulation 261, please see [Terms & conditions](#).

11.4.2 If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance.

### **ARTICLE 12: REFUNDS**

#### **12.1 GENERAL**

12.1.1 We will refund a Ticket or any unused portion of it in accordance with the applicable fare rules or Tariff, as follows:

(a) Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

(b) If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on

refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

(c) Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

#### **12.2 INVOLUNTARY REFUNDS**

12.2.1 If you are entitled to a refund in accordance with article 11, the amount of the refund shall be as follows:

(a) If no portion of the Ticket has been used, an amount equal to the fare paid;

(b) If a portion of the Ticket has been used, the refund will be calculated in accordance with applicable laws and will not be less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

#### **12.3 VOLUNTARY REFUNDS**

12.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in 12.2, the amount of the refund shall be as follows:

(a) If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

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

#### **12.4 REFUND ON LOST TICKET**

12.4.1 If you lose your Ticket or portion of it, upon payment of a reasonable administration fee, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

(a) That the lost Ticket, or portion of it, has not been used, previously refunded or replaced, except where the use, refund or replacement by or to a third party resulted from our own negligence, and that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where

any fraud or use by a third party resulted from our own negligence).

(b) If we, or our Authorized Agents, lose the Ticket or portion of it, the loss shall be our responsibility.

## **12.5 RIGHT TO REFUSE REFUND**

12.5.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

12.5.2 We may refuse a refund on a Ticket, which has been presented to us or to Government officials as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

## **12.6 CURRENCY**

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the same manner and the same currency in which the Ticket was paid for, but may be made in another currency at our reasonable discretion.

## **12.7 BY WHOM WILL THE TICKET BE REFUNDABLE**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorized Agents.

## **ARTICLE 13: CONDUCT ABOARD THE AIRCRAFT**

### **13.1 GENERAL**

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or refuses to adhere to instructions from the crew including but not limited to instructions regarding safety, smoking, alcohol or drug consumption or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward Carriage at any point, and may be prosecuted for offences committed on board the aircraft. Furthermore, you shall indemnify us on demand, for any costs and/or

losses incurred by us in connection with any such conduct by you.

## **13.2 ELECTRONIC DEVICES**

For safety- or regulatory reasons, we may forbid Carriage or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, walkie-talkies and other electronic personal devices. Operation of hearing aids and heart pacemakers is permitted. Exceptions may apply to electronic equipment with flight mode. Flight mode must be activated prior to departure.

## **ARTICLE 14: PROVISIONS FOR OTHER SERVICES**

### **14.1 GENERAL**

If we make arrangements for you with any third party to provide any services other than Carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than Carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. Under such circumstances the terms and conditions of the third-party service provider will apply. We shall have no liability to you for such arrangements or for any act or omission in the provision of such additional services or failure to provide such additional services, except for liability for negligence on our part in making such arrangements and such liability for us shall be subject to and limited by the provisions of Article 17.

### **14.2 GROUND TRANSPORTATION**

If we are also providing ground transportation to you, other conditions may apply to such transportation.

## **ARTICLE 15: ADMINISTRATIVE FORMALITIES**

### **15.1 GENERAL**

15.1.1 Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey, and where applicable for that of their children and/or passengers for who they are responsible and/or for animals travelling with them, and must also comply with all provisions of law (laws, regulations, decisions, requirements and

provisions) of the departure, arrival and transit states, as well as with the Carrier's regulations and the instructions relating thereto.

15.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to comply with the obligations referred to in 15.1.1.

## 15.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse Carriage if you have not complied with these requirements, or your travel documents do not appear to be in order, or if you do not permit us to take copies thereof.

## 15.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. We will not refund the fare collected for Carriage to the point of refusal or denied entry. For reasons of safety and good order the crew and/or the escorting police may hold the relevant travel documents of the Passenger under its custody during the flight to his place of departure or elsewhere.

## 15.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred unless the expenditure is incurred through our negligence. We may apply towards such payment or expenditure the value of any unused Carriage on your Ticket, or any of your funds in our possession.

## 15.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement. Passengers shall indemnify SAS

if any action, omission or negligence on their part causes damage to the SAS.

## 15.6 SECURITY INSPECTION

Passengers are required to undergo the security (and safety) checks required by the government or airport authorities, as well as those requested by the Carrier. The Carrier cannot be held liable for refusing to carry a Passenger; in particular in the event that such refusal is based on the reasonable view that said refusal is warranted by the applicable law, regulations and/or requirements.

## ARTICLE 16: SUCCESSIVE CARRIERS

### 16.1 FLIGHTS PERFORMED BY SEVERAL CARRIERS

Air Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket, is deemed to constitute a single operation for purposes of determining the application of the Convention to the transportation.

### 16.2 RESPONSIBILITY

Where the Carrier has issued the Ticket, or is the Carrier designated first on the Ticket or on a Conjunction Ticket issued for successive Carriage, the Carrier shall not be liable for those parts of the journey performed by other carrier(s). Please also observe Article 17.1.1 (b).

## ARTICLE 17: LIABILITY

### 17.1 GENERAL

The liability of each Carrier involved in your journey will be determined by the carrier's own Conditions of Carriage. Please note that according to Article 2, if we issue a Ticket containing the Airline Designator Code of another Carrier (not SK) in the Carrier box of the Ticket for that flight or flight segment, or if we check Baggage for Carriage on another Carrier, we do so only as an agent for the other Carrier, and we carry no liability for this Carriage.

Our liability provisions are as follows:

17.1.1 Unless otherwise stated herein, Carriage hereunder is subject to the provisions relating to the liability established by the Convention, even where such Carriage is not international Carriage to which the Convention mandatory applies.

(a) Any liability we have for Damage will be reduced by any negligence on your part, which causes or contributes to the Damage in accordance with applicable law.

(b) We will be liable only for Damage occurring during Carriage on flights or flight segments where our Airline Designator Code (SK) appears in the carrier box of the Ticket for that flight or flight segment and/or the flight or flight segment is operated by us. If another Carrier is operating the flight, you have the right to address a complaint or to make a claim for damages against either us or the other Carrier. With respect to Checked Baggage you may make a claim against the first or last Carrier.

(c) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

(d) If we are liable to you according to the Convention our liability is limited to Damages for documented losses. You are responsible to limit your expenses and losses.

(e) We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition, unless this condition or aggravation is a result of an accident that occurred on board the aircraft or in the course of any of the operations of embarking or disembarking.

(f) Our liability is subject to your provision of relevant documentation, including where applicable documented proof of purchase, including date and price of purchase. In case of liability for Baggage depreciation will be deducted.

(g) The contract of Carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorized Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorized Agents, servants, employees and representatives shall not exceed the amount of our own liability, if any.

## 17.2 BAGGAGE

17.2.1 In accordance with article 17 of the Convention, the Carrier is liable for Damage caused by loss of, or damage to Checked Baggage, upon condition only that the event which caused to loss or damage took place on board the aircraft or

during any period which the Carrier had custody of the Checked Baggage.

17.2.2 The Carrier shall not be liable for Damage to Baggage where said Damage results from the nature of or an inherent defect, quality or vice of the Baggage. If Baggage or items contained therein cause damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.

The carrier shall not assume any liability for items that are not adequately packed.

17.2.3 The Carrier's liability in the event of destruction or loss of or damage to Baggage shall be limited to 1,131 SDR per Passenger. If a higher value was declared in accordance with Article 10.7 the Carrier's liability shall be limited to the value declared, unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery.

For Unchecked Baggage allowed on board, the Carrier can only be held liable in the event of a proven fault by the Carrier, its servants or agents.

17.2.4 If the value of your Checked Baggage is greater than our maximum liability you should inform us at check in or ensure that the Checked Baggage is fully insured prior to travel.

17.2.5 We shall have no liability whatsoever for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of Carriage.

17.2.6 A claim for essential items is only valid if you are away from home and have proof of all expenses incurred.

## 17.3 PERSONAL INJURY ETC.

17.3.1 Except as mentioned in art. 17.3.2 our liability in case of death or injury of Passengers shall not be subject to any financial limit, be it defined by law, the Convention or otherwise.

17.3.2 In case of death or injury of Passengers we will not be liable for Damages in excess of 113 100 SDR per Passenger where we can prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents; or such Damage was solely due to the negligence or other wrongful act or omission of a third party.

17.3.3 Article 17.3.1 and 17.3.2 hereof shall not be applicable in respect of claims made by public social insurance or similar bodies however asserted. We will compensate you or your dependents for recoverable compensatory Damages in excess of payments received from any public social insurance or similar body.

17.3.4 Nothing herein shall be deemed to affect our rights with regards to any claim brought by, on behalf of, or in respect of any person who has willfully caused Damage, which resulted in your death, wounding or other bodily injury.

17.3.5 We shall without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

Without prejudice to the above, an advance payment shall not be less than the equivalent in Euro of 16000 SDR per passenger in the event of death.

An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except:

(a) In cases where we prove that the Damage was caused by, or contributed to by the negligence of the injured or deceased Passenger, or

(b) In circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to the Damage by negligence or was not the person entitled to compensation.

17.3.6 We have at any time sufficient liability insurance (Passenger/third party) to meet any lawful requirement.

#### **17.4 DELAY**

17.4.1 In addition to our obligations described in Article 11, if we have caused a delay for you and/or your Checked Baggage in the Carriage by air, we will only be liable for Damage occasioned by the delay, if we and our servants and agents (such as for instance contracted caterers and ground handling agents) have not taken all measures that could reasonably be required to avoid the Damage. If it was impossible for us or our servants and agents to take such measures, we will not be liable

for Damage caused by delay. If we are liable for Damage caused by delay, our liability for such Damage is limited as follows:

(a) For Damage caused by delay in the Carriage of Passengers our liability is limited to 4694 SDR for each Passenger.

(b) For Damage caused by delay in the Carriage of Baggage our liability shall be limited to 1131 SDR for each Passenger.

(c) If SAS is liable for a delay, you must have allowed yourself minimum 90 minutes between scheduled flight arrival and the last daily departure of relevant public transport from the airport or pre-booked transfer arrangements before SAS will consider eventual compensation for lost ground connection. Such compensation is always limited to your actual and documented costs due to night closed public transport.

#### **ARTICLE 18: ALTERATIONS**

Our Conditions may only be modified in writing by us.

#### **ARTICLE 19: TIME LIMITATION ON CLAIMS AND ACTIONS**

##### **19.1 NOTICE OF CLAIMS**

Acceptance of Baggage by the bearer of the Baggage Check without complaint is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest within seven (7) days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of checked Baggage, you must notify us within twenty-one (21) days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

##### **19.2 LIMITATION OF ACTIONS**

19.2.1 Any right to Damages according to the Convention shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was

scheduled to arrive, or the date on which the Carriage stopped.

19.2.2 All other actions including actions relating to passenger rights subject to Regulation (EC) 261/2004 shall be limited in accordance with national law.

Resolution platform has been set up by the European Commission which provides easy access to Alternative Dispute Resolution (ADR): [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

#### ARTICLE 20: OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us related to operational safety, punctuality and Passenger convenience. These regulations and conditions as varied from time to time are important. They concern among other things; the Carriage of unaccompanied minors, disabled Passengers, pregnant women, sick Passengers, restrictions on use of electronic devices and items, transportation of certain dangerous articles and prohibition against smoking and prohibition against consumption of alcoholic beverages onboard which have not been served/sold by our cabin crew.

Regulations and conditions concerning these matters can be downloaded from our [Website](#) at any time.

#### ARTICLE 21: INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.

#### ARTICLE 22: ALTERNATIVE DISPUTE RESOLUTION

If you would like to make a complaint, please contact our customer relations team who can be contacted at [this link](#).

More information on our complaints procedures can be found [here](#).

You can also send your complaint to: **contacttoflysas@sasair.com**. Any general correspondence or inquiries will not be responded to.

If for any reason you are unhappy with our final response to your complaint, you can refer your complaint to any of the approved Alternative Dispute Resolution providers established within the Member States of the European Union. An Online Dispute

