

General Conditions of Carriage



Icelandair Conditions of Carriage for passengers and Baggage

PREAMBLE

These Conditions of Carriage govern the relationship between the passenger and Carrier regarding carriage on an aircraft pursuant to a ticket on which Carriers Airline Designator Code appears for that flight or flight segment. The passenger's rights and duties towards Carrier and vice versa in this matter are outlined in the Conditions of Carriage. Carrier advises the passenger to read the Conditions of Carriage carefully as they among other things set out different limitations, for instance concerning Carriers limits of liability towards the passenger in case of damage and delay affecting the passenger and/or his/her baggage. If Carriers limits of liability do not satisfy the passengers needs, personal travel insurance is recommended.

ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As reading these conditions, please note that:

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of destination, set out in the ticket or shown in Carriers timetables as scheduled stopping places on the route.

“AUTHORISED AGENT” means a passenger sales agent who has been appointed by Carrier to represent Carrier in the sale of air transportation on Carriers services.

“BAGGAGE” means the passengers personal property accompanying in connection with his/her trip. Unless otherwise specified, it consists of both checked and unchecked baggage.

“BAGGAGE CHECK” means those portions of the ticket, which relates to the carriage of checked baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued solely for identification of checked baggage.

“CARRIER” Includes the air Carrier issuing the ticket and all Carriers that carry or undertake to carry the passenger and/or his/her baggage there under.

“CARRIER'S REGULATIONS” means rules, other than these Conditions, published by Carrier and in effect on date of ticket issue, governing carriage of the passengers and/or baggage and shall include any applicable tariffs in force.

“CHECKED BAGGAGE” means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check.

“CHECK-IN DEADLINE” means the time limit for the specific airport specified by the airline by which the passenger must have completed check-in formalities and - if applicable - received a boarding pass.

”CONJUNCTION TICKET” means a ticket issued to the passenger with relation to another ticket, which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments are applicable:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

the Warsaw Convention as amended at The Hague on 28 September 1955;

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975):

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975):

the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

“COUPON” means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

“DAMAGE” includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

“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 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 Carriers database.

“ELECTRONIC TICKET” means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

“FLIGHT COUPON” means that portion of the ticket that bears the notation “good for passage”, in the case of an Electronic ticket, the Electronic Coupon, and indicates the particular places between which the passenger is entitled to be carried.

“ITINERARY/RECEIPT” means a document or documents forming part of the passenger tickets that contains the passenger’s name, flight information and notices.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

“PASSENGER COUPON” or “PASSENGER RECEIPT” means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

“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.

“STOPOVER” means a scheduled stop on passenger’s 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.

“TICKET” means either the document entitled “passenger ticket and baggage Check” or the Electronic ticket, in each case issued by or on behalf of Carrier, and includes the Conditions of Contract, notices and coupons contained in it.

“UNCHECKED BAGGAGE” means any baggage of the passenger other than checked baggage

ARTICLE 2 — APPLICABILITY

2.1. GENERAL

2.1.1. Except as provided in Articles 2.2 - 2.5, these Conditions of Carriage apply to all carriage by air of the passengers and baggage, performed by Carrier for reward.

2.1.2. These conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its regulations or in the relevant contracts, passes or tickets.

2.2. 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.

2.3. CODE SHARES

On some services Carrier has arrangements with other Carriers known as “Code Shares”. This means that even if the passenger has a reservation with Carrier and holds a ticket where Carriers name or Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft.

2.4. OVERRIDING LAW

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

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

ARTICLE 3 — TICKETS

3.1 GENERAL PROVISIONS

3.1.1 The ticket constitutes conclusive evidence of the Contract of Carriage between the Carrier and the passenger named in the ticket. The Carrier will provide carriage only to the passenger named in the ticket, and the passenger may be required to produce appropriate identification.

3.1.2 The ticket is not transferable.

3.1.3 Some tickets are sold at discounted fares, which may be partially or completely non-refundable. The passenger should choose the fare best suited to his/hers needs. The passenger may also wish to ensure that he/she has appropriate insurance to cover instances where the ticket has to be cancelled.

3.1.4 The ticket is and remains at all times the property of the issuing Carrier.

3.1.5 Except in the case of an Electronic ticket, the passenger shall not be entitled to be carried on a flight unless presenting a valid ticket containing the Flight Coupon for that flight and all other unused flight coupons and the passenger coupon. In addition, the passenger shall not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by the Carrier or authorised agent. In the case of an Electronic ticket, the passenger shall not be entitled to be carried on a flight unless providing positive identification and a valid Electronic ticket has been duly issued in the passenger's name.

3.1.6(a) In case of loss or mutilation of a ticket (or part of it) by the passenger or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, upon the passengers request, and if the Carrier has issued the said ticket, the Carrier will replace such ticket (or part of it) by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and the passenger signs an agreement to reimburse the Carrier for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by the Carrier for misuse of the ticket. The Carrier will not claim reimbursement from the passenger for any such losses which result from the Carriers own negligence. A reasonable administration fee for this service may be charged, unless the loss or mutilation was due to negligence on the Carrier's side or from one of its authorised agents.

3.1.6(b) Where such evidence is not available or the passenger does not sign such an agreement, the Carrier may require a payment up to the full ticket price for a replacement ticket, subject to refund if and when the Carrier is satisfied that the lost or mutilated ticket has not been used before the expiry of its validity. If, upon finding the original ticket before the expiry of its validity, the passenger shall surrender it to the Carrier, the foregoing refund will be processed at that time.

3.1.7 A ticket is valuable and the passenger should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 PERIOD OF VALIDITY

3.2.1 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:

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

3.2.1.1 (b) Subject to the first travel date occurring within one year from the date of issue, ticket is valid for one year from the first travel date.

3.2.2 If after having commenced the journey, the passenger is prevented from travelling within the period of validity of the ticket by reason of illness, Carrier may extend the period of validity of the ticket until the date when the passenger become fit to travel or until first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested by a medical certificate. When the flight coupons remaining in the ticket, or in the case of an Electronic ticket, the Electronic coupon, involve one or more stopovers, the validity of such ticket may be extended for not more than three months from the date shown on such certificate. If the passenger is holding a special fare ticket, the time limit for extension is maximum 7 days, unless prohibited according to the rules applying to the fare paid. In such circumstances, Carrier will similarly extend the period of validity of tickets of other immediate family members accompanying the passenger.

3.2.3 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. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's tickets and those of his or her immediate family who are accompanying the passenger may likewise be modified. 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.

3.3 COUPON SEQUENCE AND USE

3.3.1 The ticket that has been purchased by the passenger is valid only for the transportation as shown on the ticket, from the place of departure via any agreed stopping places to the final destination. The fare paid is based upon Carrier's tariff and is for the transportation as shown on the ticket. It forms an essential part of the contract between the passenger and the Carrier. The ticket will not be honored and will lose its validity if all the coupons are not used in the sequence provided in the ticket.

3.3.2 Should the passenger wish to change any aspect of the transportation, she/he must contact the Carrier in advance. The fare for the new transportation will be calculated according to fare rule and the passenger will be given the option of accepting the new price or maintaining the original transportation as ticketed.

3.3.3 Each flight coupon contained in the passenger's ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

3.3.4 Please be advised that in the event the passenger does not show up for any flight without advising the Carrier in advance, the Carrier may cancel the return and/or onward reservations. No-show fee may be charged.

3.4 NAME AND ADDRESS OF CARRIER

The Carriers name may be abbreviated to two letter Airline Designator Code, or otherwise, in the ticket. The address shall be deemed to be the airport of departure shown opposite the first abbreviation of the Carriers name in the "Carrier" box in the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the Itinerary/Receipt.

ARTICLE 4 — FARES, TAXES, FEES AND CHARGES

4.1 FARES

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

4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by the passenger. At the time of purchase the passenger will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in a tax, fee or charge shown on the ticket, the passenger will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after ticket issuance, the passenger will be obliged to pay it. Similarly, in the event any taxes, fees or charges which the passenger has paid the Carrier at the time of ticket issuance are abolished or reduced such that they no longer apply, or a lesser amount is due, the passenger will upon contacting the Carrier be entitled to a refund. If the passenger does not use the ticket, the passenger will be entitled to reclaim a refund of any taxes, fees and charges, less a reasonable service charge.

4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the ticket is issued, unless another currency is indicated by the Carrier or its authorised agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). The Carrier may at its own discretion, accept payment in another currency.

ARTICLE 5 — RESERVATIONS

5.1 RESERVATION REQUIREMENTS

5.1.1 The Carrier or its authorised agents will record the reservation(s). Upon request the Carrier will provide the passenger with written confirmation of the reservation(s).

5.1.2 Certain fares have conditions, which limit or exclude the passenger's right to change or cancel reservations or to request a refund.

5.2 TICKETING TIME LIMITS

If the passenger has not paid for the ticket prior to the specified ticketing time limit, as advised by the Carrier or its authorised agents, Carrier may cancel the reservation.

5.3 PERSONAL DATA

The passenger recognises that personal data has been given to Carrier for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services facilitating immigration and entry procedures, and making available such data to government agencies. For these purposes, the passengers authorise Carrier to retain and use such data and to transmit it to its own offices, authorised agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.4 SEATING

The Carrier will endeavour to honour advance seating requests if possible, however it cannot guarantee any particular seat. The Carrier reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 RECONFIRMATION OF RESERVATIONS

Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits specified in Carrier's regulations. Failure to comply with any such requirements may result in cancellation of any onward or return reservations.

5.6 CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

If the passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

ARTICLE 6 — CHECK-IN AND BOARDING

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event no later than the time that may be indicated by Carrier. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

7.1.1 Such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over.

7.1.2 Carriage of the passenger or his/hers baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 Passengers mental or physical state, including impairment from alcohol or drugs, presents a hazard or risk to himself/herself, other passengers, crew or property;

7.1.4 Passenger has committed misconduct on a previous flight, and Carrier has reason to believe that such conduct may be repeated;

7.1.5 Passenger has refused to submit to a security check;

7.1.6 Passenger has not paid the applicable fare, taxes, fees or charges;

7.1.7 Passenger does not appear to have valid travel documents, may seek to enter a country through which he/she may be in transit, or for which he/she does not have valid travel documents, destroys his/hers travel documents during flight or refuses to surrender the travel documents to the flight crew against receipt, when so requested; or if Carrier by any other means has reason to believe, that the passenger will not be permitted to enter the country of destination or any other country through which the passenger may be in transit;

7.1.8 Passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than the Carrier or its authorised agents, or has been reported as being lost or stolen, is a counterfeit, or the passenger cannot prove that he/she is the person named in the ticket;

7.1.9 Passenger has failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use or the passenger presents a ticket, which has been issued or altered in any way, other than by the Carrier or its authorised agents, or the ticket is mutilated;

7.1.10 Passenger fails to observe the Carriers instructions with respect to safety or security.

7.2 LIMITATION ON CARRIAGE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness, or other people requiring special assistance is subject to prior arrangement with Carrier. Passengers with disabilities who have advised the Carrier of any special requirements they may have at

the time of ticketing and been accepted by Carrier, shall not subsequently be refused carriage on the basis of such disability or special requirements.

ARTICLE 8 — BAGGAGE

8.1 FREE BAGGAGE ALLOWANCE

The passenger may carry some baggage free of charge, subject to Carriers Regulations/Conditions and limitations, which are available upon request.

8.2 EXCESS BAGGAGE

The passenger will be required to pay a charge for carriage of baggage in excess of the free baggage allowance. These rates are available upon request.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 The passenger must not include in his/hers baggage:

8.3.1.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in Carriers Regulations (further information is available from Carrier upon request);

8.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, over or to;

8.3.1.3 Live animals, except as provided for in Article 8.9;

8.3.1.4 Items which are reasonably considered by Carrier to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regards to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage at Carriers discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 The passenger must not include in his/hers checked baggage money, keys, jewellery, precious metals, fragile or perishable items, computers, cellular telephones, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in Article 8.3.1, 8.3.2 and 8.3.4 are included in the passengers baggage, Carrier shall not be responsible for any loss, delay or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to Article 8.3.2 and 8.3.3, Carrier will refuse to carry as baggage the items described in 8.3, and may refuse further carriage of any such items upon discovery.

8.4.2 Carrier may refuse to carry as baggage any item reasonably considered by the Carrier 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 is available upon request.

8.4.3 Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care and handling.

8.4.4 Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry the baggage, which is in excess of the applicable free allowance, on later flights without any compensation to the passenger for such delay.

8.5 RIGHT OF SEARCH

For reasons of safety and security Carrier may request that the passenger permits a search and scan of his/hers person and a search, scan or x-ray of the baggage. If the passenger is not available, the baggage may be searched in his/hers absence for the purpose of determining whether he/she is in possession of or whether the baggage contains any item described in Article 8.3.1 or any firearms, ammunition or weapons, which have not been presented to Carrier in accordance with Article 8.3.2 or 8.3.3. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger and his/hers baggage. In the event a search or scan causes damage to the passenger, or an x-ray or scan causes damage to his/hers baggage, Carrier shall not be liable for such damage unless due to Carriers fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof, and issue a baggage identification tag for each piece of checked baggage.

8.6.2 Checked baggage must have the passengers name and other personal identification affixed to it. This needs to be clearly marked both inside and outside of baggage. Full name, home address, phone number and e-mail is required.

8.6.3 Checked baggage will if within limits whenever possible be carried on the same aircraft as the passenger, unless Carrier decides for safety, security or operational reasons to carry it on an alternative flight. If the checked baggage is carried on a subsequent flight Carrier will deliver it to the passenger, unless applicable law requires the passenger to be present for customs clearance.

8.6.4 Notice of Liability Limitations.

We assume no liability for fragile valuables or perishable articles, including:

- a) Cash, jewellery, precious metals, negotiable bonds or papers, deeds, securities or other valuables
- b) Business documents, passports and other identification documents or samples
- c) Wet clothing or other wet items that may cause damage to other content in your luggage
- d) Any item of a fragile or brittle nature (e.g. glassware, optical)
- e) Electrical or electronic components (e.g. computers, audio, photo equipment, personal electronic devices)
- f) Food or any other perishable items; (any item that has expiring date)
- g) Item that has insufficient packaging (e.g. surfboard, windsurfer, skis, bicycle, baby chair, prams, trolleys)
- h) Any container and bottles containing fluids or creams
- i) Any item that is strapped to the outside of a bag and subsequently is lost or damaged
- j) Any item that is taken inside the cabin by passenger
- k) Any consequential loss arising out of a loss, mishandling or damage to the passenger's baggage.

Liability for loss, delay or damaged baggage is limited unless a higher value is declared in advance and additional charges are paid. Excess valuation may not be declared on certain types of articles.

8.7 UNCHECKED BAGGAGE

8.7.1 Baggage that the passenger carries into the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin of the aircraft. If the 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. Carrier has specified maximum dimensions and weight for baggage that is carried on to the aircraft. Upon request this information is available. If another Carrier is operating the flight other conditions may apply. Information regarding these conditions is available from the operating Carrier.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments and the like), and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin compartment if the passenger has given notice in advance and permission has been granted by Carrier. The passenger may have to pay a separate charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, the passenger is required to collect the checked baggage as soon as it is made available at the destination or stopover point. Should the passenger not collect it within a reasonable time, Carrier may charge the passenger a fee. Should the checked baggage not be claimed within three (3) months of the time it is made available, Carrier may dispose of it without any liability.

8.8.2 Only the bearer of the baggage check and baggage identification tag, is entitled to delivery of the checked baggage.

8.8.3 If a person claiming checked baggage is unable to produce the baggage check and identify the baggage by means of a baggage identification tag, Carrier will deliver the baggage to such person only on condition that he or she establishes to Carriers satisfaction his or her right to the baggage.

8.9 ANIMALS

8.9.1 If Carrier agrees to carry the passenger's animals they will be carried subject to the following conditions:

8.9.2 The passenger must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by Carrier, which are available on request.

8.9.3 If accepted as baggage, the animal, together with its container and food, shall not be included in the passengers free baggage allowance but shall constitute excess baggage, for which the passenger will be obliged to pay the applicable rate.

8.9.4 Guide dogs together with containers and food accompanying the passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance subject to Carriers regulations, which are available upon request.

8.9.5 Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Carrier is not liable for injury to or loss, sickness or death of an animal, which Carrier has agreed to carry, unless Carrier has been negligent.

8.9.6 Carrier will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse Carrier for any fines, costs, losses or liabilities reasonably imposed or incurred by Carrier as a result.

ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date the passenger actually travels. Carrier does not guarantee them to the passengers and they do not form part of the passengers' contract with Carrier.

9.1.2. Before Carrier accepts the passengers booking, it will notify of scheduled flight time in effect as of the time, and it will be shown on the ticket. If the passenger provides correct contact information, Carrier will endeavour to notify the passenger of any such changes. If, after the passenger purchases the

ticket, a significant change to the scheduled flight time is made, which is not acceptable to the passenger, he/she will be entitled to a refund in accordance with Article 10.2.

9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 Carrier will take all necessary measures to avoid delay in carrying the passenger and his/hers baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances Carrier may arrange for a flight to be operated on its behalf by an alternative Carrier and/or aircraft.

9.2.2 In case of a flight cancellation or flight delay Carrier offers assistance and compensation to the concerned passengers according to the Regulation EC 261/2004.

9.3 DENIED BOARDING

9.3.1 In order to accommodate as many passengers as possible, and based upon the experience that a number of travellers will not show up for the flight on which they hold a reservation, Carrier may confirm space above the capacity of the aircraft. Most airlines operate compensation schemes for the passengers with confirmed reservations who are unjustifiably denied boarding because of the non-availability of seats. Carrier makes every effort to provide seats for which confirmed reservations have been made. When selecting passengers for rebooking, Carrier will first seek for volunteers who are prepared to stand down from the flight, subject to any security and/or operational constraints at the airport concerned.

9.3.2 If Carrier is unable to provide previously confirmed space, Carrier shall compensate those passengers denied boarding in accordance with applicable law and its denied boarding compensation policy. Details concerning compensation policy are available from Carrier.

9.3.3 If the passenger is holding a confirmed reservation on a certain flight and is denied boarding solely because of overbooking, he/she will qualify for denied boarding compensation in accordance with applicable government regulations and/or Carriers Regulations.

9.3.4 Carrier will in addition to denied boarding compensation cover reasonable costs for meals and overnight accommodation up to the next possible departure.

ARTICLE 10 — REFUNDS

10.1 PERSON TO WHOM REFUND WILL BE MADE

10.1.1 Carrier will refund a ticket or any unused portion of it in accordance with the applicable fare rules or tariff, as follows:

10.1.2. Except as otherwise provided in this article, Carrier shall make a refund to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.

10.1.3 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, Carrier shall make a refund only to the person who paid for the ticket, or to that person's order.

10.1.4 Except in the case of a lost ticket, refunds will only be made on surrender to Carrier of the ticket and all unused flight coupons.

10.2 INVOLUNTARY REFUNDS

10.2.1 If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at the passengers destination or stopover, causes the passenger to miss a connecting flight on which he/she holds a reservation in the same ticket, the amount of the refund shall be;

10.2.1.1 If no portion of the ticket has been used, an amount equal to the fare paid;

10.2.1.2 If a portion of the ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used.

10.3 VOLUNTARY REFUNDS

10.3.1 If the passenger is entitled to a refund of a ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

10.3.1.1 If no portion of the ticket has been used, the refund shall be according to fare rule, less any service charges or cancellation fees;

10.3.1.2 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 used, according to fare rule, less any service charges or cancellation fees.

10.4 REFUND ON LOST TICKET

10.4.1 If the passenger loses his/hers 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 the following conditions:

10.4.1.1 That the lost ticket, or portion of it, has not been used, previously refunded or replaced.

10.4.1.2 That the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier 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.

10.5 RIGHT TO REFUSE REFUND

10.5.1 Carrier may refuse a refund where application is made after the expiry of the validity of the ticket.

10.5.2 Carrier may refuse a refund on a ticket, which has been presented to Carrier or to Government officials as evidence of intention to depart from that country, unless the passenger establishes to Carriers satisfaction that he/she has permission to remain in the country or that he/she will depart from that country by another Carrier or another means of transport.

10.6 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 Carrier reasonable discretion.

10.7 BY WHOM WILL THE TICKET BE REFUNDABLE

Voluntary refunds will be made only by the Carrier which originally issued the ticket or by its authorised agents.

ARTICLE 11 — CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If in Carriers reasonable opinion the passenger conduct himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, Carrier may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. The passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 ELECTRONIC DEVICES

For safety reasons, Carrier may forbid 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.

ARTICLE 12 — ARRANGEMENTS BY CARRIER

If Carrier makes arrangements for the passenger with any third party to provide any services other than carriage by air, or if Carrier issues 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 Carrier acts only as an agent. Under such circumstances the terms and conditions of the third party service provider will apply. Carrier shall have no liability to the passenger 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 Carriers part in making such arrangements and such liability for Carrier shall be subject to and limited by the provisions of Article 15.

ARTICLE 13 — ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 The passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he/she transits.

13.1.2 Carrier shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 TRAVEL DOCUMENTS

Prior to travel, the passenger must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit Carrier to take and retain copies thereof. Carrier reserves the right to refuse carriage if the passenger has not complied with these requirements, or his/hers travel documents do not appear to be in order, or if the passenger does not permit Carrier to take copies thereof.

13.3 REFUSAL OF ENTRY

If the passenger is denied entry into any country, the passenger will be responsible to pay any fine or charge assessed against Carrier by the Government concerned and for the cost of transporting the passenger from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by Carrier.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If Carrier is required to pay any fine or penalty or to incur any expenditure by reason of the passenger failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, the passenger shall reimburse Carrier on demand, any amount so paid or expenditure so incurred. Carrier may apply towards such payment or expenditure the value of any unused carriage on the passenger's ticket, or any of the passenger's funds in Carriers possession.

13.5 CUSTOMS INSPECTION

If required, the passenger shall attend inspection of his/hers baggage, checked or unchecked by customs or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement.

13.6 SECURITY INSPECTION

The passenger shall submit to any security checks by Governments, airport officials or by Carriers.

ARTICLE 14 — SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any Conjunction ticket issued in connection therewith, is regarded as a single operation in regard to the Convention, but however passengers attention is drawn to article 15.1.2.(b).

ARTICLE 15 — LIABILITY

15.1 GENERAL

The liability of Icelandair and each Carrier involved in the passengers journey will be determined by the Carriers own Conditions of Carriage. Icelandair liability provisions are as follows:

15.1.1 Carriage hereunder is subject to the rules and limitations relating to the liability established by the Convention unless such carriage is not international carriage to which the Convention applies.

15.1.2(a) Any liability Carrier has for damage will be reduced by any negligence on the passengers part which causes or contributes to the damage in accordance with applicable law.

15.1.2(b) Carrier will be liable only for damage occurring on its own route. If Carrier issues a ticket or checks in baggage for carriage on another Carrier, it is only done as agent for the other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier.

15.1.2(c) Carrier is not liable for any damage arising from its compliance with applicable laws or Government rules and regulations, or from the passenger's failure to comply with the same.

15.1.2(d) Carriers liability is subject to the passengers provision of relevant documentation, including where applicable documentation proof of purchase, including date and price of purchase. In case of liability for baggage depreciation will be deducted.

15.1.2(e) If the passenger is carried whose age or mental or physical conditions is such as to involve any hazard or risk to himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition for the aggravation of such condition.

15.1.2(f) The Contract of Carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to Carriers authorized agents, servants, employees and representatives to the same extent as they apply to Carrier. The total amount recoverable from Carrier and from such authorized agents, servants, employees and representatives shall not exceed the amount of Carriers own liability, if any.

15.1.2(g) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of Carriers liability under the Convention or applicable laws unless otherwise expressly stated.

15.2 BAGGAGE

15.2.1 Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negligence of Carrier.

15.2.2 Except in the case of an act or omission done with intent to cause damage, and/or recklessly and with knowledge that damage would probably result, the liability of Carrier in the case of damage to checked baggage shall be limited to 1.000 SDR per passenger.

15.2.3 If the value of the passengers checked baggage is greater than Carriers maximum liability, the passengers should ensure that the checked baggage is fully insured prior to travel.

15.2.4 Carrier is not liable for any damage caused by the passenger's baggage, and the passenger shall be responsible for any damage caused by the passenger's baggage to other persons or property, including Carriers property.

15.2.5 Carrier shall have no liability whatsoever for damage to articles not permitted to be contained in checked baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, cellular telephones, negotiable papers, securities, keys, or other valuables, business documents, passports and other identification documents, or samples.

ARTICLE 16 — TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the Contract of Carriage, unless the passenger proves otherwise.

If the passenger wishes to file a claim or an action regarding damage to checked baggage, he/she must notify Carrier as soon as he/she discovers the damage, and at the latest within seven (7) days of receipt of the baggage. If the passenger wishes to file a claim or an action regarding delay of checked baggage, he/she must notify Carrier within twenty-one (21) days from the date the baggage has been placed at the passenger's disposal. Every such notification must be made in writing.

16.2 LIMITATION OF ACTIONS

Any right to damages 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. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 — OTHER CONDITIONS

Carriage of the passenger and his/hers baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by Carrier related to operational safety, punctuality and the 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 the on board consumption of alcoholic beverages and smoking materials.

Regulations and conditions concerning these matters are available from Carrier upon request.

ARTICLE 18 — MODIFICATION AND WAIVER

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these conditions of carriage.

ARTICLE 19 — 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.