Ticket terms and Conditions

IMPORTANT NOTICE

We recommend that passengers do not leave valuable objects or documents in their checked baggage. The carrier will not be responsible for possible damages more than those legally established limitations. A passenger can benefit from a higher liability limit by making a special declaration at the check-in counter, and by paying a supplementary fee.

Passenger must check the ticket, especially acceptance dealing and the conditions of contract.

TICKET CONDITIONS

Check-in acceptance deadline

→ The term “acceptance deadline” means the latest time at which passengers can be accepted for travel with respect to the time show on the flight coupon and at which the passenger should have been processed through the baggage check-in and is in possession of the boarding card. Once such acceptance deadline time has elapsed, check-in counter after the deadline and reserves its right to assign any circumstantial unoccupied seat to passenger registered on a waiting list.
→ The check-in acceptance deadline is 45 minutes before the scheduled departure time for all our flights, unless otherwise stated. Local regulations may have established different times for passengers with special needs.
→ Due to increased airport security measures, and in the interest of punctual flight departures, the check-in acceptance deadline, unless otherwise stated, is 45 minutes before departure in all national and European flights and 60 minutes in all the intercontinental flights.

Denied boarding, cancellation or long delay

→ According to Montreal Convention and the Community by Regulation (EC) No 2027/97, there are no financial limits to the liability for passenger injury or death. For damages up to 113.100 SDRs (approximately EUR 123.122) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
→ Notwithstanding, if the air carrier proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, AIR EUROPA LÍNEAS AÉREAS may be exonerated wholly or partly from its liability in accordance with applicable law.
→ For death of or personal injury to passenger, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately EUR 17.418).
Advice to passengers on limitation of liability

→ According to Montreal Convention and the Community by Regulation (EC) No 2027/97, there are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approximately EUR 123,122) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
→ Notwithstanding, if the air carrier proves that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, AIR EUROPA LÍNEAS AÉREAS may be exonerated wholly or partly from its liability in accordance with applicable law.
→ For death of or personal injury to passenger, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 160,000 SDRs (approximately EUR 17,418).

Notice of baggage liability limitations

→ According to Montreal Convention and the Community by Regulation (EC) No 2027/97, AIR EUROPA LÍNEAS AÉREAS is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approximately EUR 1,231) amount in local currency. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective or the damage is resulted from inherent defect, quality or vice of the baggage. In the case of unchecked baggage, the carrier is liable only if at fault.
→ In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs (approximately EUR 1,231).
→ A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. The mentioned declaration is not available for certain types of valuable articles.
→ Air carrier assumes no liability for fragile, valuable or perishable articles more than those legally established limitations. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger’s disposal.

*Special Drawing Rights as defined by the International Monetary Fund.
Conditions of Contract

1. This passenger ticket and baggage check will be solely valid for carriage on the AIR EUROPA’s flights from the designated airport to the destination airport via the routes and dates shown hereunder.

2. As used in this contract “ticket” means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, “carriage” is equivalent to “transportation”, “carrier” means all air carriers the carry or undertake to carry the passenger or his-baggage hereunder, “electronic ticket” means the itinerary/receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. Convention for the unification of certain rules for international carriage by air, made in Montreal done at Montreal on the 28th of May 1999. Regulations (EC) 2027: This means the Regulation 2027/97 adopted by the Council of 9th October governing airlines liability in the event of an accident. “LEY DE NAVEGACIÓN AÉREA” means Spanish Air Navigation Law 48/1960, 21st July including its subsequent modifications.

3. Transportation in lieu of this contract is subject to the norms and regulations stipulated by the Montreal Convention, Regulation (EC) 2707/97, the Spanish Air Navigation Law, modified by the RD 37/2001 and any other compulsory modification applicable. Such norms and limitations are summarised in the information notes contained in this contract.

4. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the ticket; (ii) applicable tariffs; (iii) carrier’s conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

5. Carrier’s name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier’s tariffs, conditions of carriage, regulations or timetables; carrier’s address shall be the airport of departure shown apposite the first abbreviation of carrier’s name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier’s timetables as scheduled stopping places on the passenger’s route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.

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

7. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

8. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the least. Within seven days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered.
9. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier’s tariffs, conditions of carriage, or related regulations. Carrier may refuse transportation if the applicable fare has not been paid.

10. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. If necessary and with prior notice, except where exceptional circumstances make this impossible, the carrier may be replaced by other carriers or use other aircraft. The carrier does not accept responsibility for guaranteeing connections to other flights or other forms of transport.

11. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

12. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

13. - REFUNDS.- Air Europa will apply a fee of 18 euros for refunds, except in cases of Involuntary Refunds as defined in the Conditions of Transport (Condition 10.2) or any other refund that it is obliged to give for reasons specifically established by the relevant legislation.

INFORMATION NOTICE

New rules regarding the Carrier’s liability towards passengers and their luggage on domestic and international flights are applicable in compliance with the Montreal Convention (signed in Montreal on 28th May 1999) and the new wording of the EC Regulation N° 2027/97 (as amended by EC Regulation N°889/2002).

The Conditions of Contract of Carriage (the ticket), the Baggage Check and conditions mentioned in any other document relating to the afore-mentioned Ticket and Baggage Check, or to the Carrier’s liability towards passengers, shall be applicable provided that these do not contravene the conditions applicable in the Montreal Convention and the EC Regulation N° 2027/97.

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury
There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approximately EUR 123,122) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments
If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately EUR 17,418).
**Passenger delays**
In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximately EUR 5,110).

**Baggage delays**
In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs (approximately EUR 1,231).

**Destruction, loss or damage to baggage**
The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approximately EUR 1,231). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage**
A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage**
If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

**Liability of contracting and actual carriers**
If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action**
Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information**
The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States”.

**Disclaimer:** This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.
IMPORTANT NOTICES

→ This ticket is issued by AIR EUROPA LÍNEAS AÉREAS, S.A.U., trading as AIR EUROPA and accepted by the passenger subject to the Conditions of Contract, including all Notices and Advice herein.

→ If for any reason passengers were unable to travel as arranged, would they please inform the Carrier or its Agent as soon as possible.

→ AIR EUROPA LÍNEAS AÉREAS, S.A.U., trading as AIR EUROPA, is the Carrier only when “UX” of “AEA” is entered in the “Via Carrier” box of the Flight Coupon(s). Air Europa will inform to the passengers of the identity of the operating air carrier in the air carriage contracted in compliance with the EC Regulation 2111/05, art.11.6. The conditions of baggage, special requests, etc., for routes operated by another carrier will be governed by the conditions of transport of the operating carrier.

→ The actual legislation in force, prohibits the transport onboard aircraft’s of a series of articles which include among others, inflammable materials, explosives, corrosive materials, Oxidisers and organic peroxides, radioactive and magnetic materials, as well as pointed or bladed articles capable of causing injury. There is, never the less, a need for a harmonised list, accessible to the public, setting out separately those articles that are prohibited from being carried by passengers into restricted areas, the cabin of an aircraft and those articles that are prohibited from being carried in baggage intended for stowage in the aircraft’s hold according to Regulation (EC) No 622/2003 modified by Regulation (EC) No 68/2004 of The Commission. The list of prohibited articles is available to passengers at check-in desks.

→ On all AIR EUROPA LÍNEAS AÉREAS, S.A.U. aircraft smoking is not permitted, especially during take off and landing and in the toilets unless contrary legislation exists.

→ Extra Baggage Allowance

→ CABIN BAGGAGE. For security and safety reasons only one piece of cabin baggage per passenger will be allowed. Its dimensions may not exceed 55x35x25 cm or 115 linear cm (45.3 linear in). Its weight may not exceed 10 kg (22 lb) in Economy Class or 14 kg (30 lb) in Business Class. The following additional items are also allowed in passengers cabin free of charge:

→ One small size handbag or purse.
→ One coat or one cape or one blanket.
→ One umbrella or a walking stick.
→ One pair of crutches.
→ One small camera or binoculars.
→ One infant carrying basket or invalid’s fully collapsible wheelchair.
→ A reasonable amount of reading material for the trip.
→ PORTABLE ELECTRONIC DEVICES (P.E.Ds): Passengers may not use during the flight any portable electronic devices such as mobile telephones, laptops, tape recorders, etc. as they may interfere with the electronic equipment of the aircraft. Some portable electronic devices may be used with the authorisation of the cabin crew.

→ NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES. The price of this ticket may include taxes, fees and charges that are imposed on air transportation by government authorities. These taxes, fees and charges, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the “TAX / FEE / CHARGES” box/es) of this ticket. You may also be required to pay taxes, fees and charges not already collected.

→ GOVERNMENT TAXES, FEES AND CHARGES. The price of this ticket may include taxes, fees and charges that have been established against air transport by government authorities. These taxes, fees and charges, which may make up a significant portion of the cost of carriage by air, may be included in the fare or specified in the “TAXES/FEES/CHARGES” box of the ticket. Passengers may also be required to pay legally established taxes, fees and charges that have not been charged for previously.

→ Air Europa will provide carriage only to the passenger named in the ticket, and passengers may be requested to produce appropriate identification (ID card, passport or similar). All passengers who wish to travel to the USA under the Visa Waiver Program must enter their details in the Electronic System for Travel Authorization (ESTA) from 12 January 2009. To check if you qualify to travel under the Visa Waiver Program and to enter your details please go to: https://esta.cbp.dhs.gov

→ PASSENGERS WITH SPECIAL NEEDS: Visit our web site www.aireuropa.com to check the new regulations concerning assistance to passengers with special needs at the airport. Information available though our Call Center or our authorized Sales Office.