

## GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

### ARTICLE 1 DEFINITIONS

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the following meanings:

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

**“Airline Designator Code”** means the two-characters or three letters, which identify particular air carriers.

**“ATM”** means “Air Traffic Management”.

**“Authorised Agent”** means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

**“Baggage”** means your personal property accompanying you on your flight. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

**“Baggage Check”** means those portions of your Ticket/s which relate to the carriage of your Checked Baggage.

**“Baggage Identification Tag”** means a document issued solely for identification of Checked Baggage.

**“Carrier”** means an air carrier other than ourselves and which Airline Designator Code appears on your/s Ticket/s or on your Conjunction Ticket.

**“Checked Baggage”** means your Baggage of which we take custody and for which we have issued a Baggage Check and/or a Baggage Identification Tag.

**“Check-In Deadline”** means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

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

**“Conjunction Ticket”** means a Ticket we have issued to you with conjunction with 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 (hereinafter referred to as the “Warsaw Convention”);
- 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 No2 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961) (Guadalajara);
- 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 Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter referred to as the “Montreal Convention”).

**“Coupon”** means a paper Flight Coupon or an Electronic Coupon, entitling the named passenger to travel on the particular flight identified on it.

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

**“Days”** mean calendar days, including all seven (7) days of the week, it being clear that, for the purpose of notification, the day upon which notice is dispatched shall not be counted and that, for purposes of determining the validity of a Ticket, the day upon which the Ticket is issued or a flight commenced shall not be counted.

**“Electronic Coupon”** means an electronic flight coupon or an Electronic Ticket held in our database.

**“Electronic Ticket”** means the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by us or on our behalf.

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

**“Itinerary/Receipt”** means the document/s we issue to Passengers travelling on Electronic Tickets and which contain the Passenger’s name, flight information and notices.

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

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

**“SDR”** means a Special Drawing Right as defined by the International Monetary Fund.

**“Stopover”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**“Tariffs”** 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 both cases issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

**“Transit Passenger”** means a Passenger arriving at an airport for onward travel to another airport: (i) on the same flight from that airport; (ii) on a connecting flight from that airport; or (iii) on a connecting flight from another airport.

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

**“We”, “our” “ourselves”** means Transportes Aéreos Portugueses, S.A. or, as **and “us”** abbreviated, TAP, S.A., TAP or TAP Portugal.

**“You”, “your”** means the Passenger”. **and “yourself”**.

## ARTICLE 2 APPLICABILITY

### 2.1

### General

Save as provided for in Articles 2.2, 2.4 and 2.5 below, our Conditions of Carriage apply only on those flights or flight segments in relation to which our name or Airline Designator Code is indicated in the carrier box of the Ticket/s where the name of the respective air carrier is to be indicated.

### 2.2

### Charter

### Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage shall apply only to the extent they are incorporated, by reference or otherwise, in such agreement or in your/s Ticket/s.

### 2.3

### Code

### Shares

Notice about the identity of the operating airline

On some services, we have agreements with other airlines known as “Code Shares”, which means that even if you have one or more bookings with us and one or more tickets in which our name or our Airline's Designation Code appears as the airline, the aircraft/s may be operated by other airline/s. However, in this situation, your contract is still with us. If this is

the case, we will inform you about the airline that operates the aircraft when you make your booking/s and when you check-in at the airport. In this situation, the level of service may be different. If there are differences between the conditions of service of the airline operating the flight and these conditions of transport, the conditions of service of the airline operating the flight, shall prevail. In the cases where a booking includes flights operated by one or more airlines, the information about the airline operating the flight will be provided at the time of booking. If, at the time of booking, the identity of the operating company is not known, the contractual airline will make sure to inform the passenger as soon as its identity is known. For bookings made through channels that are not under the direct control of the airline (e.g. travel agents and websites other than the airline's website), travel agents and website operators are responsible, according to Articles 2(e) and 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council, for informing passengers of the identity of the airline operating the flight and for any changes made to the flight. The passenger must provide the correct contact details at the time of booking to allow for this notification to occur.

## 2.4 Overriding Law and Tariffs

These Conditions of Carriage are applicable unless they are conflict with our Tariffs or any applicable law in which event such Tariffs or law shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

## 2.5 Prevail Over Regulations

Save as otherwise provided for in these Conditions of Carriage, in the event of conflict between same and any regulations we may have dealing with particular subjects, these Conditions of Carriage shall prevail.

## ARTICLE 3

### TICKETS

### 3.1 General

**3.1.1** We will provide carriage only to the person named as Passenger in the Ticket/s and so you may be required to produce appropriate identification.

**3.1.2** The Ticket/s is/are not transferable.

**3.1.3** Some Tickets are sold with more restrictive fares, which do not allow any changes or refunding. Other fares do allow changes, with an associated cost, yet other fares are completely flexible. You should choose the most appropriate fare for your case, by consulting the fare conditions before finalizing your purchase. You should make sure that you have the most appropriate insurance to cover situations in which you might have to cancel your Ticket(s).

**3.1.4** If you have a Ticket/s of the same kind as those indicated in Article 3.1.3 above, it/they

has/have never been used and you are not able to travel due to Force Majeure, we will, provided that you promptly advise us and furnish evidence of such Force Majeure, provide you with a credit of the non-refundable amount of the fare, for future travel on us, but deducted of a reasonable administrative fee.

**3.1.5** The Ticket is and remains at all times the property of the issuing carrier.

**3.1.6** 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. You will not be entitled to fly if your Ticket is mutilated or has been altered by someone other than our Authorized Agent or us. In case of an Electronic Ticket, you will not be entitled to fly if you do not display a positive identification.

**3.1.7 (a)** In case of loss or mutilation of a Ticket (or part of it) or of presentation of a Ticket not containing the Passenger Coupon and all unused Flight Coupons, you may request us to replace such Ticket (or part of it) and we will issue a new Ticket, provided that you prove, at that time, that a Ticket valid for the flight/s involved was duly issued and you sign a declaration undertaking to reimburse us for any costs and/or losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of such Ticket. We will not claim reimbursement from you for any such costs and/or losses if same result from our own negligence. The issuing carrier may charge a reasonable administrative fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier or of one of its agent.

**3.1.7(b)** Where such proof is not made or you do not sign such declaration, both as referred to in Article 3.1.7 a) above, the carrier to issue the new Ticket may require you to pay up to the full Ticket price for a new Ticket, subject to refund if and when the carrier issuing the lost or mutilated Ticket is satisfied that same has not been used before respective expiration. If you find the original Ticket before respective expiration and you surrender it to the carrier issuing the new Ticket, the foregoing refund will be immediately processed.

**3.1.8** The Ticket is valuable and you should take the 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 for in the Ticket, in these Conditions or in applicable Tariffs (which may limit the validity of a Ticket, in which case such limitation will be shown therein), a Ticket is valid for: a) one year from the date of its issuance; or b) subject to the first flight indicated therein having occurred within one year from the date of its issuance, one year from the date of such first travel.

**3.2.2** If you are prevented from travelling within the period of validity of your/s Ticket/s because we are unable to confirm a reservation at the time you request it to us, the validity of such Ticket/s will be extended or you may be entitled to a refund in accordance with Article 10 below.

**3.2.3** If, after having commenced your journey, you are prevented from travelling within the

period of validity of your/s Ticket/s by reason of illness, we may extend such period of validity until the date when you become fit to travel or until the date of our first flight that, after such date, shall depart from the point where you resume the journey and on which there will be space available in the class of service for which the fare has been paid. Such illness must be attested by an hospital admission certificate. If the Flight Coupons remaining in the Ticket/s, 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 of recovery shown on such certificate. In such circumstances, we shall similarly extend the period of validity of the Ticket/s of other members of your immediate family accompanying you.

**3.2.4** In the event of death of a Passenger en route, the Ticket/s of the person/s accompanying him/her may be modified by waiving the minimum stay or extending the respective validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Ticket/s 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 Use and Sequence of Coupons**

**3.3.1** The Ticket(s) you have purchased is (are) valid only for the flight(s) mentioned in you Ticket(s), from the place of departure to the final destination, via any Agreed Stops. The fare you have paid is based on our Tariffs, which are an essential part of the contract we have made with you, and is for the flight displayed on your Ticket(s). For competitive reasons, in terms of different markets, the fares constructed for a given route with several travel coupons may come out cheaper than fares for a direct flight.

**3.3.2** If you wish to change any aspect of your flight, you should contact us until the time your flight departs, i.e., before the original departure time of your flight. If the fare you have acquired allows changes, a recalculation will be made for the new trip, and you will be given the option to accept the new price or to keep your original flight as it appears in your Ticket(s). According to the provisions of article 3.1.4, should you need to change any aspect of your flight due to Force Majeure reasons, please contact us as soon as possible, and we - without recalculating the fare - will do our best to take you to your next Agreed Stop or to your final destination.

**3.3.3** If you change your flight without our agreement, in accordance with the provisions of article 3.3.2 - should the fare allow so -, a recalculation will be made for your actual trip. You will have to pay the difference between the price of the flight for which your Ticket(s) has (have) been issued, and the total price applicable to your revised trip. In the case of fully refundable tariffs, you will be entitled to the difference between the amount initially paid and the current amount, should this be lower.

**3.3.4** Please be aware that while some changes do not require change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction of the travel, may require an increase in price. Many fares are valid only on the dates and for the flights shown on your Ticket/s, and may not be changed at all or may only be changed upon payment of an additional fee.

**3.3.5** Each Flight Coupon contained in your Ticket/s will be accepted for transportation in the class of service, on the date and for the flight for which reservation/s has/have been made. If a Ticket has been issued without specifying a reservation, space may be reserved later, but subject, however, to our Tariffs and to the availability of space on the requested flight.

**3.3.6** Please be advised that, in the event you do not show up for any flight without having advised us in advance, we may cancel your return or onward reservation/s. However, if you do advise us in advance, we will not cancel the reservation/s for your subsequent flight/s, and we will proceed in accordance with the provisions of article 3.3.2 and /or 3.3.3.

### 3.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code or otherwise, in the Ticket/s. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the carrier box in the Ticket/s or, in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary/Receipt.

## ARTICLE 4

### FARES, TAXES, FEES AND CHARGES

#### 4.1 Fares

Save as otherwise provided for, fares apply only for carriage from the airport at the point of departure to the airport at the point of destination. Fares do not include neither transport service between other airports nor between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket/s for travel on the specific dates and itinerary shown on it/them. Once your Ticket/s has/have been paid for, and unless you change your itinerary and/or the date/s of your flight/s and/or the class/es of service referred to therein, no fare increases relating to the reserved date of flight and/or the class of service will be applied.

## 4.2 Taxes, Fees and Charges

You are responsible for the payment of all applicable taxes, fees and charges imposed by a Government or other authority or by the operator of an airport. At the time you purchase your Ticket/s, which will normally show separately most of the taxes, fees and charges included therein, you will be advised of any taxes and/or fees and/or charges not included therein. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed and/or modified after the date of issuance of your Ticket/s. If there is an increase in any tax and/or fee and/or charge shown on your Ticket/s you shall pay it. Likewise, if any new tax and/or fee and/or charge is imposed even after the date of issuance of your Ticket/s, you shall pay it. Similarly, in the event any tax and/or fee and/or charge which you have paid to us is abolished or reduced such that it no longer applies to you or a lesser amount is due, you will be entitled to claim are fund.



**4.3****Currency**

Fares, taxes, fees and charges are payable in the currency of the country in which your Ticket/s is/are issued, unless another currency is indicated by us or our Authorized Agent, at or before the time of its/their payment (for example, because of the non- convertibility of the local currency). We may at our discretion accept payment in a currency different from the one of the country in which your Ticket/s is/are issued.

## **ARTICLE 5 RESERVATIONS**

**5.1****Reservation****Requirements**

**5.1.1** We or our Authorized Agent will record your reservation/s. At your request we or our Authorized Agent will provide you with written confirmation of your reservation/s.

**5.1.2** Certain fares have conditions which limit or exclude your right to change or cancel reservations.

**5.2****Limit****Times****for****Issuing****Tickets**

If you do not pay your Ticket(s) within the time limit set by us or by our Authorized Agent, we may cancel your reservation(s). Subject to applicable time limits, we will allow you to: a) to maintain, for at least twenty-four (24) hours, a telephone reservation made directly with us and for which we do not require you to pay for the Ticket(s); or b) cancel a reservation within 24 hours after its payment, subject to the application of a fee.

**5.3****Personal****Data**

You recognise that the personal data that you have given us were so given for the purposes of making one or more reservations, issuing one or more Tickets and obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to governmental agencies, in connection with your travel. For such purposes, you authorise us to retain and use such data and to transmit same to our offices and/or subsidiaries and/or Authorised Agents and/or governmental agencies and/or other Carriers and/or the providers of the above mentioned services and/or credit and other payment card companies and/or data processors working for us.

**5.3.1** The personal data provided and collected will be processed by Transportes Aéreos Portugueses, S.A. – registered in Portugal, with its head office at Edifício TAP 25, Lisbon Airport and tax identification number 500 278 725 (“TAP Air Portugal”).

**5.3.2** The data is needed for the travel contract. It is not possible to provide this service without the requested personal data.

**5.3.3** The data is used for managing bookings, issuing tickets, providing transport services,



and facilitating emigration and entry procedures.

**5.3.4** Personal data is shared, for the purposes stated, with legally competent authorities, government departments, authorised agents, airports, other carriers, service providers, credit agencies and credit card companies.

**5.3.5** Provision of the requested service involves transferring your personal data to third countries (which are not members of the European Union or the European Economic Area). In these circumstances, TAP Air Portugal takes all necessary and appropriate measures in accordance with applicable laws, to ensure the protection of all personal data that is subject to this international transfer. Whenever booking travel to a destination/country that requires the transmission of your data, TAP Air Portugal informs you at the moment of booking and offers you the opportunity to seek more information about the measures in place to protect your data, as well as how to get copies of these measures.

**5.3.6** The personal data gathered is stored in databases created specifically for this purpose and is kept for the legally applicable period.

**5.3.7** You may at any time, within the limits set out in the applicable laws, request access to the data, rectify it, have it erased, restrict how it is processed, object and request data portability directly via your Client Area or by completing the “Form for the Exercise of Rights under the General Data Protection Regulations”, available at Point 14 of our Privacy Policy, available at <https://www.flytap.com/pt-pt/privacidade>, which may be sent by email to [dpo@tap.pt](mailto:dpo@tap.pt), or by post, to: Data Protection Officer TAP Air Portugal, Lisbon Airport 1704-801 Lisboa, Portugal

You may also obtain confirmation about what personal data of yours is being processed, as well as access to it, with a copy of the data TAP Air Portugal is processing provided for you.

**5.3.8** Notwithstanding any other administrative or legal remedy, you have the right to present a complaint to the National Data Protection Commission (CNPD) or any other competent authority under the terms of the law, should you believe your data is not being processed by TAP in accordance with the applicable legislation.

**5.3.9** For an explanation of data processing, please read our Privacy Policy, which is available at <https://www.flytap.com/pt-pt/privacidade>, or contact the Data Protection Officer by email at [dpo@tap.pt](mailto:dpo@tap.pt).

## **5.4 Seats**

**5.4.1** The prior reservation of seating is a facultative service, only available on flights operated by TAP and TAP EXPRESS.

**5.4.1.1** Advance seat reservation allows you to choose a given seat, in a preferred area of the aircraft, on domestic flights (excluding flights between Lisbon-Porto and Porto-Lisbon) and international flights. Depending on the type of tariff, this pre-booking can have charges.

**5.4.2** At the time of the check-in, in person or online, a seat will be automatically and randomly attributed without cost. If you do not want this and wish to change your seat, depending on

the characteristic of the seat and of the tariff acquired, this may be charged.

**5.4.3** At any time, even after embarkation, for technical or operational reasons, we may have to attribute seats other than those initially chosen/attributed. If seating with inferior characteristics to those acquired are attributed, TAP will repay you the amount of the difference. If you cancel the service, the amount will not be reimbursed, but we will allow you to use the document within the period of validity, for payment of the same service. If, when purchasing a seat, you provided incorrect declarations about your condition, the amount paid will not be reimbursed.

## **5.5 Reconfirmation of Reservations**

Your onward and/or return reservation/s may be subject to the need of reconfirmation within specified time limits. When you will have to reconfirm your reservations, we will inform you on when, how and where it shall be done. If you are required to reconfirm your reservation/s and you fail to so do, we may cancel your onward and/or return reservation/s. However, if you advise us that you still wish to travel on the flight/s you had reservation/s for, we will, if there is space available on such flight/s, reinstate your reservation/s. If there is no space available on such flight/s, we will do our best to transport you to your next or final destination.

**5.5.1** You should check the reconfirmation needs of any other Carriers involved in your journey with them. When needed, you must reconfirm your reservations with the Carrier whose code appears for the flight in question on the Ticket.

## **5.6 Cancellation of Reservations**

Please be advised that, in the event you do not show up for any flight without having advised us until the time your flight departs, we may cancel your return or onward reservation/s. However, if you do advise us in advance, we will not cancel the reservation/s for your subsequent flight/s, and we will proceed in accordance with the provisions of article 3.3.2 and/or 3.3.3.

# **ARTICLE 6 CHECK-IN AND BOARDING**

## **6.1 Check-in Time**

Because Check-in Deadlines are different at every airport, we recommend that you inform yourself about same and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadline/s. We reserve the right to cancel your reservation/s if you do not comply with the Check-in Deadline/s indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us. For any subsequent flight/s in your journey, you should inform yourself of the Check-in Deadline/s. Check-in Deadlines for our flights can be found in our timetables or may be obtained from us or our Authorised Agents.

## 6.2 Boarding Time

**6.2.1** You must present yourself at the boarding gate not later than the time specified by us when you check-in.

**6.2.2** We may cancel your reservation/s if you fail to arrive at the boarding gate on time.

## 6.3 Consequences

We will not be liable for any losses or expenses you may incur due to your non-compliance with the provisions of this Article 6.

## ARTICLE 7 REFUSAL AND LIMITATION OF CARRIAGE

### 7.1 Right to Refuse Carriage

If we have notified you in writing that we will never carry you again on our flights, we may, in accordance with our free and reasonable understanding, refuse to carry you and/or your Baggage. In such circumstance, you will be entitled to a refund. We may also refuse to carry you and/or your Baggage if one or more of the following shall have occurred or we reasonably believe may occur:

**7.1.1** Such refusal is required by any applicable laws, regulations or orders;

**7.1.2** The carriage of you or your Baggage may endanger or affect the safety or the health or may materially affect the comfort of other passengers or crew members;

**7.1.3** Your mental or physical condition, including your impairment by alcohol or drugs, presents a danger or risk to yourself, to passengers, to crew members or to property;

**7.1.4** You have misbehaved on a previous flight and we have reasons to believe that you may repeat such behaviour;

**7.1.5** You have refused to submit to a security check;

**7.1.6** You have not paid the applicable fare, taxes, fees or charges;

**7.1.7** You do not appear to have valid travel documents, you may seek to enter a country through which you may be in transit or for which you do not have valid travel documents, you may destroy your travel documents during flight or you may refuse to, when so requested, surrender your travel documents to the flight crew against receipt;

**7.1.8** You present a Ticket that has been acquired unlawfully or that has been purchased from an entity other than us or our Authorised Agent or that has been reported as being lost or stolen or that is a counterfeit or in relation to which you cannot prove that you are the

person named therein;

**7.1.9** You have failed to comply with the requirements set forth in Article 3.3 above concerning the use and sequence of the Coupons or you present a Ticket that is mutilated or which has been issued or altered by other than us or our Authorised Agent;

**7.1.10** You don't comply with our instructions regarding safety or security.

## **7.2 Special Assistance**

Acceptance for carriage of unaccompanied children, disabled persons, pregnant women, persons with illness or other persons requiring special assistance is subject to prior arrangement with us. If such passengers have informed us of any special requirements at the time of issuance of their Ticket/s and such requirements have been accepted by us, they shall not subsequently be refused carriage on the basis of their respective conditions or special requirements.

**7.2.1** Subject to Article 7.2 above, if you are a Passenger requiring a wheelchair and provided that you (or someone on your behalf) declares that you are self-sufficient and capable of, independently, taking care of your physical needs in flight (namely in what refers to health, safety and hygiene), you will be allowed to travel unescorted and we will be under no obligation to provide you on-board assistance which contravenes, in anyway, whatever has been declared by you or on your behalf as per hereinabove.

## **7.3 Travelling under Police Escort and/or Court Tutelage**

Applicable to flights originating in Brazil. The transport of a Passenger or of an underage Passenger under police escort and judicial tutelage must be coordinated with a minimum notice of 48 (forty eight) hours, between the police authority responsible for the escort, the airport administration, TAP and the airport Federal Police, aiming to establish, in line with the escort requirements, special measures and procedures concerning security and discrete boarding and landing, as well as on board deportment, all in accordance with the requisites demanded by the National Civil Aviation Security Programme – PNAVSEC – Decree No. 7.168 dated 05 May 2010.

Presentation and identification for boarding purposes must be carried out with a minimum of 2 (two) hours prior to the time of the flight departure. The transport of a Passenger under judicial custody on an international flight must be preceded by previous communication with the Federal Police Department, INTERPOL, the Local Airport Administration, the Consulate of the Passenger's country of destination and with TAP, in order to organize transport procedures and possible stopover/connection. TAP may refuse the boarding of a passenger under custody should the Company consider that the individual represents a potential threat to flight safety and that of the remaining passengers.

## **ARTICLE 8 BAGGAGE**

## 8.1 Free Baggage Allowance

Subject to our conditions and limitations, about you will be provided information by us or by our Authorised Agents (number/item/weight and dimensions) at your request, you may transport some luggage free of charge. The quantity of free luggage is defined based on the ticket price.

## 8.2 Excess Baggage

The carriage of baggage in excess of the free baggage allowance is subject to the payment of a fee. If the flight is operated by another carrier, the rates, terms and conditions of transportation may be dictated by the carrier, and so these should be consulted. At your request, we or Authorised Agents will inform you on such fees.

## 8.3 Articles not acceptable as Baggage

**8.3.1** You must not include in your Baggage:

**8.3.1.1** items which are likely to endanger the aircraft or persons or property on board of it, such as those specified in the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association's (IATA) Dangerous Goods Regulations, and in our regulations (further information will be provided by us to you onrequest);

**8.3.1.2** items the carriage of which is forbidden by the applicable laws, regulations or orders of any State of departure or destination or we reasonably believe that may affect the safety and/or security of the aircraft or of any person on board of it;

**8.3.1.3** Items which, taking in consideration, namely the type of aircraft being used, are reasonably considered by us as unsuited for carriage, because they are dangerous or unsafe or because of their weight, size, shape, nature or because they are fragile or perishable. At your request, we will inform you on unacceptable items.

**8.3.2** Firearms, ammunitions and other weapons other than for hunting and sporting purposes are forbidden to be carried as Baggage. Firearms, ammunitions and other weapons for hunting and sporting purposes may be accepted as Checked Baggage, but, for such purpose, you shall, at the time you make your reservation/s, inform us of your intention to carry them and show us all the necessary documents. All such weapons must be unloaded, with the safety catch on and suitably packed. The carriage of ammunitions is subject to ICAO's and IATA's regulations as specified in Article 8.3.1.1 above.

**8.3.3** Weapons, such as antique firearms, swords, knives and similar items may, at our discretion, be accepted as Checked Baggage, but will not be permitted in the cabin of the aircraft.

**8.3.4** Money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, glasses, contact lenses, prostheses and any type of orthopedic devices, business documents, passports and other identification documents and samples must not be included in your Checked Baggage.

**8.3.5** If, despite their carriage is forbidden or despite they are unacceptable for carriage, you include in your Baggage any items referred to in Articles 8.3.1 and 8.3.2 above, we shall not be responsible for any losses or damages relating to such items.

**8.3.6** We shall not be liable for any damages caused to your surf board during carriage, if at the time the checked surf board is handed over to us it is already packed by you and you don't permit our employees or agents to inspect it.

#### **8.4 Right to Refuse Carriage**

**8.4.1** Subject to Articles 8.3.2 and 8.3.3 above, we will refuse to carry as Baggage or Checked Baggage, as the case may be, the items described in Article 8.3 above and we may refuse to continue the carriage of any such items upon discovery of same.

**8.4.2** We may refuse to carry as Baggage any item reasonably considered by us as unsuited for carriage due to its size, shape, weight, content, nature or due to safety, security or operational reasons or the comfort of the other passengers. At your request, we will inform you on unacceptable items.

**8.4.3** We will refuse to accept for carriage any item that, in our reasonable opinion, is not properly and securely packed in suitable containers. At your request, we will inform you on packs and containers unacceptable by us.

#### **8.5 Right of Search**

For reasons of safety and security, we may ask you to permit a search and/or a scan of your person and a search and/or a scan and/or X-ray of your Baggage. Notwithstanding the provided for hereinabove, your Baggage may be searched and/or scanned and/or X-rayed in your absence for the purpose of determining whether it contains any of the items described in Articles 8.3.1.1 and 8.3.1.2. If you are not willing to comply with our request to permit a search and/or a scan of your person and/or a search and/or a scan and/or X-ray of your Baggage, we may refuse to carry you and/or your Baggage. In the event a search and/or a scan causes Damage to you and/or an X-ray and/or a search and/or a scan causes Damage to your Baggage, we shall not be liable for such Damages unless same are due to any fault or negligence on our part.

**8.5.1** For reasons of safety and/or security your baggage may be opened and searched, as long as there is the suspicion of containing any of the items described on the General Conditions of Carriage (Passenger and Baggage) or any other items which carriage is forbidden by any applicable law or regulation in force.

**8.5.2** Your permission to baggage searching as set forth in article 8.5.1 above is implied with the purchase of a ticket by you.

**8.5.3** Any damages occurred on your baggage as a result of a search, will be under your responsibility.

**8.5.4** If necessary search may be extended to your person and your personal belongings.

## **8.6 Checked Baggage**

**8.6.1** Upon delivery to us of your baggage you wish to check-in, same will be under our custody and we shall issue a Baggage Identification Tag for each piece of your Checked Baggage.

**8.6.2** Each item of your Checked Baggage must have your personal identification, which will include, \_\_\_\_\_ at \_\_\_\_\_ least, \_\_\_\_\_ yourname.

**8.6.3** Unless we decide for safety, security or operational reasons to carry your Checked Baggage on another flight, same will, whenever possible, be carried on the same aircraft as you. Unless applicable law requires you to be present for customs clearance, we will deliver to you your Checked Baggage carried on another flight.

**8.7 Unchecked Baggage** Due to legal and/or governmental requirements and requirements related with equipment, there are restrictions with regard to the transportation of the luggage you take with you into the aircraft. The number of items and/or maximum weight of the luggage varies, and so, on request, we or our Authorised Agents will give you all the necessary information. The Baggage you carry with you onto the aircraft must fit under the seat in front of you or in a storage compartment in the cabin of the aircraft. If, for any reason, such baggage cannot be storage as indicated above or if it is too heavy or if it is considered unsafe it must, if possible, be carried as checked baggage.

**8.7.1** Items not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us advance notice and we have consented. As you may have to pay a separate fee for this service, please ask us or our Authorised Agents for details.

## **8.8 Collection and Delivery of Checked Baggage**

**8.8.1** Subject to Article 8.6.3 above, you shall collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months from the date it is made available, we may dispose of it without any liability to you.

**8.8.2** Only the bearer of the Baggage Check (if one has been issued) and the 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 (if one has been issued) and to identify the Baggage by means of a Baggage Identification Tag, we shall only deliver the Baggage to such person on condition that he or she establishes to our satisfaction his or her right to same.

## **8.9 Animals**

If we agree to carry your animals they will be carried as Checked Baggage and subject to the



following

conditions:

**8.9.1** you must ensure that pets such as dogs and cats are transported in the transport kit mentioned in the booking, which should be appropriate for the size of the animal and accompanied by valid documents - namely health and vaccination certificates, entry permits, and other documents required by the departure, destination, and transit countries -, without which the pets will not be accepted for transport. Such transport may be subject to other conditions indicated by us, which will be made available upon request;

**8.9.2** if accepted as baggage, the pet, together with its transport kit and food, will not be included in your free baggage allowance; it will be considered excess baggage, subject to the payment of the applicable fare;

**8.9.3** guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free Baggage allowance, but their carriage is subject to the conditions specified by us and which will be available to you on request;

**8.9.4** without prejudice to the liability rules of the Convention or of other applicable law and unless we have been negligent, we shall not be responsible for injury to or loss, sickness or death of an animal which we have agreed to carry;

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

## ARTICLE 9

### SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

#### 9.1

#### Schedules

**9.1.1.** We will make every effort to keep to the time tables indicated on the ticket.

**9.1.2.** Failure to keep to those timetables will only occur for operational or functional reasons. We will keep you informed of any alterations provided you have provided us with a contact number.

#### 9.2 Cancellation, Delays, Denied Boarding, Rerouting, Etc.

**9.2.1** We will take all necessary measures to avoid delay in carrying you and/or your Baggage. In the exercise of such measures and in order to prevent the cancellation of a flight, we may, in exceptional circumstances, have a flight or aircraft operated on our behalf by an alternative carrier. In the case of changing the airline, to avoid canceling your flight, we will notify you which airline will operate your flight.

**9.2.2** Without prejudice to the provided for in any applicable law, if we cancel a flight of which we are the operating carrier and for which you have a confirmed reservation and you have presented yourself at check-in as indicated to you in writing (or electronically) or, lacking such

indication, up to 45 minutes before the time foreseen for the departure of such flight, we shall offer you:

**a)** your choice of (i) the reimbursement, within seven Days (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure or (ii) the rerouting, under comparable transport conditions, to your final destination, at the earliest opportunity or (iii) the rerouting, under comparable transport conditions, to your final destination, at a later date of your convenience, but subject to seats availability; and  
**b)** meals and refreshments in a reasonable relation to the waiting time and two telephone calls or two telexes or two fax messages or e-mails; and  
**c)** if the time reasonably foreseen for the departure of the rerouting flight is, at least, on the Day following the one of the scheduled departure time of the cancelled flight, we shall also offer you: (i) hotel accommodation, in cases where a stay of one or more nights or a stay additional to that intended by you becomes necessary; and (ii) transport between the airport and the place of accommodation (hotel or other); and d) a compensation in the amount of €250 (for all flights up to 1,500 kilometers) or of €400 (for all intra-Community flights of more than 1,500 kilometers and for all flights between 1.500 and 3.500 kilometers) or of €600 (for all flights not falling under the foregoing situations), unless (i) you have been informed of the cancellation at least two weeks before the scheduled time of departure or (ii) you have been informed of the cancellation between two weeks and seven Days before the scheduled time of departure and you have been offered rerouting allowing you to depart up to two hours before the scheduled time of departure and to reach your final destination up to four hours after the scheduled time of departure or (iii) you have been informed of the cancellation less than seven Days before the scheduled time of departure and you have been offered rerouting allowing you to depart up to one hour before the scheduled time of departure and to reach your final destination up to two hours after the scheduled time of departure or (iv) we can prove that the cancellation was caused by extraordinary circumstances (namely political instability, strikes affecting the operation, technical failures, bad weather conditions, security risks and ATM decisions) which could not have been avoided even if all reasonable measures had been taken, cases on which no compensation will be due.

**Note 1:** Reimbursement as per paragraph (i) of paragraph a) of this Article 9.2.2 shall not apply if the flight to which you have been denied boarding is part of an inclusive tour and you are entitled to reimbursement under Directive 90/314/EEC.

**Note 2:** The compensation foreseen in paragraph d) of this Article 9.2.2 will be reduced by 50% when the time of arrival of the alternative flight you have been offered to your final destination as per paragraphs (ii) and (iii) of paragraph a) of same Article does not exceed the scheduled time of arrival of the flight on which refusal has happened by (i) two hours (in the case of any flights up to 1,500 kilometers), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometers and in the case of any other flights between 1,500 and 3,500 kilometers) or (iii) four hours (in the case of any flights not falling under paragraphs (i) or (ii) above).

**Note 3:** The distances referred to in this Article 9.2.2 are measured by the great circle route method.

**9.2.3** Without prejudice to the provided for in any applicable law, whenever, in relation to a flight of which we are the operating carrier and for which you have a confirmed reservation

and you have presented yourself for check-in as indicated to you in writing (or electronically) or, lacking such indication, up to 45 minutes before the time foreseen for the departure of such flight, we have reasonable grounds to foresee that same will not operate within (i) two hours or more (in the case of any flights up to 1,500 kilometers), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometers and in the case of any other flights between 1,500 and 3,500 kilometers) or (iii) four hours or more (in the case of any flights not falling under paragraphs (i) or (ii) above) from its scheduled time of departure, we shall offer you, free of charge: a) meals and refreshments in a reasonable relation to the waiting time and two telephone calls or two telexes or two fax messages or e-mails; and b) hotel accommodation, in cases where a stay of one or more nights or a stay additional to that intended by you becomes necessary and transport between the airport and the place of accommodation (hotel or other), when the reasonably foreseen departure time is, at least, on the day following the one of the previously announced departure time; and c) when the delay is of, at least, five hours and you decide not to travel on the delayed flight, the reimbursement, within seven Days (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts of it already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure.

**Note 1:** The distances referred to in this Article 9.2.3 are measured by the great circle route method.

**9.2.4** Without prejudice to the provided for in any applicable law, whenever, in relation to a flight of which we are the operating carrier and for which you have a confirmed reservation and you have presented yourself for check-in as indicated to you in writing (or electronically) or, lacking such indication, up to 45 minutes before the time foreseen for the departure of such flight, you have to be denied boarding for a reason not included in Article 7.1 above and you agree with us to voluntarily surrender your reservation, we shall: a) immediately compensate you, in travel vouchers and/or other services, in the amount of €300 (for all flights up to 1,500 kilometers) or of €480 (for all intra-Community flights of more than 1,500 kilometers and for all other flights between 1.500 and 3.500 kilometers) or of €720 (for all flights not falling under the foregoing situations); and b) offer you, free of charge, your choice of: (i) the reimbursement, within seven Days (in travel vouchers and/or other services), of the full purchase price of your Ticket for the part or parts of the journey not made and, if the flight is no longer serving any purpose in relation to your original travel plan, for the part or parts of it already made and, in this latter case and when applicable, a return flight (at the earliest opportunity) to your first point of departure or (ii) the rerouting, under comparable transport conditions, to your final destination, at the earliest opportunity or (iii) the rerouting, under comparable transport conditions, to your final destination, at a later date of your convenience, but subject to seats availability; and c) also offer you, free of charge, meals and refreshments in a reasonable relation to the waiting time, hotel accommodation (in cases where a stay of one or more nights or an additional stay to that intended by you becomes necessary), transport, when necessary, between the airport and the place of accommodation (hotel or other) and a phonecard.

**Note 1:** The reimbursement as per paragraph (i) of paragraph b) of this Article 9.2.4 shall not be applicable if the flight on which you are denied boarding is part of an inclusive tour and you are entitled to reimbursement under Directive 90/314/EEC.

**Note 2:** The distances referred to in this Article 9.2.4 are measured by the great circle route

method.

**9.2.5** Without prejudice to the provided for in any applicable law, if we have to deny you boarding as foreseen in Article 9.2.4 above and you don't agree with us to voluntarily surrender your reservation, we may deny you boarding and everything foreseen in such referred Article shall be applicable with the following adaptations: (i) the amount of the compensation foreseen in respective paragraph a) thereof shall, respectively, be of €250, €400 or €600; (ii) the payment of such amount and of the reimbursement foreseen in paragraph (i) of respective paragraph b) thereof shall be in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel vouchers and/or other services; and (iii) instead of the phone card foreseen in paragraph c) thereof, we shall offer you two telephone calls or two telexes or two fax messages or e-mails.

**Note 1:** The compensation foreseen in paragraph (i) of this Article 9.2.5 will be reduced by 50% when the time of arrival of the alternative flight you have been offered to your final destination as per paragraphs (ii) and (iii) of paragraph a) of Article 9.2.4 above does not exceed the scheduled time of arrival of the flight on which denied boarding has happened by (i) two hours (in the case of any flights up to 1,500 kilometers), (ii) three hours (in the case of any intra-Community flights of over 1,500 kilometers and in the case of any other flights between 1,500 and 3,500 kilometers) or (iii) four hours (in the case of any flights not falling under paragraphs (i) or (ii) above).

**Note 2:** For passengers whose boarding is denied in the **US**, the following compensation table applies.

Time difference on arrival	Cash compensation	Cash Compensation Limit	Compensation in the form of a voucher, valid for purchasing tickets or services on TAP Air Portugal flights
<1h	Not applicable	Not applicable	Not applicable
>1h <4h	200% of the passenger's one way fare	\$775	Corresponding to 200% of the passenger's one-way fare plus 75
>4h	400% of the passenger's one way fare	\$1550	Corresponding to 400% of the passenger's one-way fare plus 75

**Note 3:** For passengers whose boarding is denied in **Canada**, the following compensation table applies.

Time difference on arrival	Cash compensation	Compensation in the form of a voucher and TAP services
>6h	\$900	\$1575

>6h <9h	\$1800	\$3150
>9h	\$2400	\$4200

**9.2.6** Without prejudice to the provided for in any applicable law, if we don't stop at your destination or at any of your Agreed Stopping Places or we cause you to miss a connection flight on which you have a confirmed reservation, we shall, at your choice, take one of the following measures:

**9.2.6.1** carry you, as soon as possible and without any additional charge, in one of our foreseen services with seats available and, if necessary, we shall extend the validity of your Ticket/s; or

**9.2.6.2** change your routing within a reasonable period of time and transport you to the destination shown in your Ticket/s through our services or the services of another carrier or through another means of transportation and/or class of service we shall agree upon, in any case without any additional charge. If the fare and/or the respective taxes and/or fees and/or charges for your new route are lower than those you have paid, we shall reimburse you the difference; or

**9.2.6.3** refund you as per the provided for in Article 10.2 below.

**9.2.7** In any of the situations referred to in Article 9.2.6 above, and save as otherwise provided for in any other applicable law or provision, the options in Articles 9.2.6.1 through 9.2.6.3 above are the only options you have and we shall have no other responsibility to you.

**9.2.8** Any Voucher/MCO issued by us for any reimbursement or payment may only be used for TAP's travels/services and only when same are provided directly by it.

**9.2.9** As soon as possible, and whether you are in the airport or aboard an affected aircraft, we shall notify you of the best available information regarding delays, cancellations and diversions.

**9.2.10** We will endeavour to provide food, water, lavatories and access to medical treatment to the Passengers on board an aircraft which is on the ground for an extended period of time and, consequently, without access to the terminal, as consistent with passengers and employees safety and security concerns, and not to keep Passengers on board in long delays.

**9.2.11** Without prejudice to the provided for in any applicable law, any expenses regarding meals, refreshments, telephone calls, telexes, faxes, e-mailing, accommodation and/or transportation that must be born by us as per the present Conditions or any applicable law, shall only be so born if same were made not after the third hour before the departure time of the delayed, rerouting or return flight on which the Passenger has been reserved.

### **9.3 Upgrading and Downgrading**

If we place you in a class of service higher than that shown in your Ticket, we shall not require any additional payment from you. If we place you in a class lower than that shown in your Ticket, we shall, within seven Days, reimburse you (in cash, by electronic bank transfer, bank order, bank check or, with your written agreement, in travel and/or other services vouchers) as follows: a) 30% of the price of your Ticket - for all flights up to 1,500 kilometers; or b) 50% of the price of your Ticket - for all intra-Community flights of more than 1,500 kilometers and for all other flights between 1,500 and 3,500 kilometers; or c) 75% of the price of your Ticket - for all flights not falling under paragraphs a) and b) above.

### **9.4 Several Airports**

Whenever a city or region is served by several airports and, in accordance with Articles 9.2.2, 9.2.4 and 9.2.5, we offer you a flight to an alternative airport in relation to the one you had your reservation, we shall bear the cost of your transference from such alternative airport to the airport for which you had your reservation or to a nearby destination you have agreed with us.

## **ARTICLE 10 REFUNDS**

### **10.1 Refunds**

Without prejudice to the specially foreseen in these Conditions or in any applicable law and subject to our applicable fare rules or Tariffs, we will refund a Ticket or any unused portion of it and, as well, any taxes, fees and charges, as follows:

**10.1.1** save as otherwise foreseen in this Article 10, to the person designated in the Ticket or, provided it is proved that its payment has been made by another person, to such person;

**10.1.2** If a Ticket has been paid for by a person other than the Passenger designated therein and the Ticket indicates that there is a restriction on refund, we shall refund it only to the person who has paid for it or to someone designated by such person.

**10.1.3** Save in the case of a lost Ticket, refunds will only be made on surrender of the Ticket and all unused Flight Coupons.

### **10.2 Involuntary Refunds**

**10.2.1** Without prejudice to the specially foreseen in these Conditions or in any applicable law, if we fail to stop at your destination or at any of your Agreed Stopping Places, if we cause you to miss a connection flight on which you have a confirmed reservation or if we refuse to carry you because a banning notice is in force against you, the amount of the refund shall be:



**10.2.1.1** if no portion of your Ticket/s has been used - an amount equal to the fare paid plus, subject to applicable law, the taxes, fees and charges paid;

**10.2.1.2** if a portion of your Ticket/s has been used - the amount of the refund will not be lower than the difference between the fare paid and the fare applicable fare to the travel between the points for which your Ticket/s has/have been used. Subject to any applicable law, the amount of taxes, fees and charges paid and to be paid will be taken in consideration.

### **10.3 Voluntary Refunds**

**10.3.1** If you are entitled to a refund of your Ticket for reasons other than those specially foreseen in Articles 9.2.2, 9.2.3 and 9.2.4 above or indicated in Article 10.2.1 above, the amount of the refund shall be:

**10.3.1.1** if no portion of your Ticket/s has been used - an amount equal to the fare paid, less any reasonable service or cancellation fees, plus, subject to any applicable law, any taxes, fees and charges paid;

**10.3.1.2** if a portion of your Ticket/s has been used - the amount of the refund will be equal to the difference between the fare paid and the fare applicable to the travel to the places for which your Ticket/s has/have been used, less any reasonable service or cancellation fees, plus, subject to any applicable law, the amount of taxes, fees and charges.

### **10.4 Refunding Lost Tickets**

**10.4.1** If you lose your/s Ticket/s or a portion of it/them, and provided that you furnish us satisfactory proof of the loss and that you pay us a reasonable administrative fee, we shall refund you as soon as possible after the expiration of the validity period of your Ticket/s, on condition that:

**10.4.1.1** the lost Ticket/s or the lost portion of it/them has/have not been used, has/have not been previously refunded or replaced (except where such use, refund or replacement have resulted from our own negligence); and

**10.4.1.2** the person to whom the refund is made undertakes, in such form as we may require, to give back to us the amount refunded in the event of fraud and/or to the extent that your lost Ticket/s or the lost portion of it/them has/have been used (except if such fraud or use have resulted from our own negligence).

**10.4.2** If we or our Authorised Agent lose your Ticket/s or a portion of it/them, the loss shall be our responsibility.

### **10.5 Right to Refuse Refunds**

**10.5.1** Without prejudice to the provided for in any applicable law, we may refuse to refund a Ticket when the request has been made after the expiration of respective validity period.

**10.5.2** Unless you establish to our satisfaction that you have permission to remain in a certain country or that you will depart from that country on another carrier or means of transportation,



we may refuse to refund the Ticket that has been presented, to us or to Government officials of that country, as evidence of the intention to depart from such country.

**10.6 Currency** We reserve the right to make a refund in the same manner and the same currency used to pay for your Ticket/s.

**10.7 By Whom are Tickets Refundable** Only the carrier that has originally issued the Ticket/s or a duly authorised agent of its may make voluntary refunds.

**10.8 Time Periods for Refunds** Subject to all the previously provided for in this Article 10 and without prejudice to the specially foreseen in these Conditions, if you are entitled to the refund of a Ticket purchased directly from us, we shall refund it to you within seven (7) business days, if it has been purchased with a credit card, or within twenty (20) business days, if it has been purchased with cash or a bank check.

**10.8.1** If your Ticket/s is/are non-refundable and it/they has/have not been used, we shall, subject to the applicable law, reimburse you of the taxes, fees and charges collected with the fare and shown therein. Such refund will be made on the same conditions, namely of time limits, as referred to in Article 10.8 above.

## ARTICLE 11 CONDUCT ABOARD AIRCRAFT

### 11.1

### General

If, in our reasonable opinion, we consider that your conduct onboard is capable of endangering the aircraft or any person or property on board of it or of preventing the crew from performing their duties or that you don't comply with the instructions of the crew, namely those regarding smoking and the consumption of alcohol or drugs, or that you behave in a manner that may cause discomfort, inconvenience, damage or injury to other passengers or the crew, we may take the measures that we reasonably consider necessary to prevent the continuation of such situations, namely to arrest and/or to disembark you. You may be prosecuted for violating the law on board the aircraft, namely for crimes. In case of disembarkation, you may be refused onward carriage at any point. If, as a result of any of the above referred situations, we disembark you and/or divert the aircraft, you must pay us all the reasonable costs related to such disembarkation and/or diversion.

### 11.2

### Electronic

### Devices

For safety reasons, we may forbid or limit the use, aboard the aircraft, of electronic equipment, namely cellular telephones, laptop computers, portable recorders and radios, CD players, electronic games or transmitting devices (such as radio controlled toys and walkie-talkies). The use of hearing aids and heart pacemakers is permitted.

## ARTICLE 12

## ADDITIONAL SERVICES

### 12.1 By Third Parties

If we ask a third party to provide you with any services other than air transport or if we issue a ticket or a voucher relating to transportation (other than air travel), or services such as transfers by bus or train, hotel or similar bookings or self-drive car hire, promoted and advertised at [www.flytap.com](http://www.flytap.com), such services will be provided by that third party, and we will act solely as your agent (agent of the passenger). The terms and conditions applicable to the service provided by this third party will be in force. We shall not be responsible for the performance of these service providers or for any other reason related with the provision of such services and, in particular, for delays, cancellations or incorrect information disclosed by them.

If, after selecting and paying for a service, you book additional travel services for your trip or holiday through our website, you will not benefit from the rights applicable to package travel within the meaning of **(EU) Directive 2015/2302 of the European Parliament and of the Council of November 25, 2015, on package travel and linked travel arrangements, amending Regulation (EC) no 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.** [Find out more.](#)

Therefore, we will not be responsible for the proper performance of those additional travel services. In the event of problems, you should contact the service provider concerned. However, should you book additional travel services during your visit to our booking website, the travel services will form part of a linked travel arrangement. In this case, as required by EU law, TAP has protection to refund payments made to it for services not rendered, in the event of our insolvency and, if necessary, for your repatriation. This protection does not cover refund in the event of the insolvency of the service provider concerned.

**Protection against possible insolvency is provided to TAP by International Passenger Protection Limited (IPP). You can contact this entity or, if applicable, the Food and Economic Safety Authority (Rua Rodrigo da Fonseca, 73, Lisbon, 1269-274, telephone: +351 217983600, fax: +351 217983654, fax: [correio.asae@asae.pt](mailto:correio.asae@asae.pt)), if the services contracted to TAP were not provided in the event of possible insolvency of TAP. Note: Protection in the event of insolvency does not cover contracts concluded with third parties other than TAP that can be executed in the case of our possible insolvency. (EU) Directive 2015/2302 transposed into national law. [Find out more.](#)**

If you book additional travel services for your trip or your holiday through our website you will not benefit from the rights applicable to package travel referred to in Directive (EU) 2015/2302. Therefore, we will not be responsible for the proper performance of those additional travel services. In the event of problems, you should contact the service provider concerned. However, should you book additional travel services through our website within 24 (twenty-four) hours of receiving confirmation of the booking by TAP, those travel services will constitute a linked travel arrangement. In this case, as required by EU law, TAP has protection to refund the payments made to it for services not rendered, in the event of our insolvency and, if necessary, for your repatriation. This protection does not cover refund in

the event of the insolvency of the service provider concerned.

**(EU) Directive 2015/2302 transposed into national law. [Find out more.](#)**

## **12.2 Surface Transportation**

In the case we are also providing you surface transportation, same may be subject to other conditions. Such conditions will be made available to you upon request.

## **ARTICLE 13 ADMINISTRATIVE FORMALITIES**

### **13.1 General**

**13.1.1** You are responsible for obtaining all the required travel documents and visas and for complying with all regulations, laws, decisions, demands, travel requirements and rules or instructions of the countries from or into which you will fly or through which you will transit.

**13.1.2** We shall not be liable to any Passenger for any consequences arising from the fact that he/she doesn't have the documents or visas referred to in Article 13.1.1 above or that he/she doesn't comply with all regulations, laws, decisions, demands, travel requirements and rules or instructions referred to in same Article.

### **13.2 Travel Documents**

Prior to travel, you must present us all the documents, of exit, of transit, of entry, of health and other documents required by law, regulation, decision or other rules of the involved countries, you shall allow us to make and retain copies thereof and, if so requested, you shall deposit your passport or equivalent travel document with a member of the crew of the aircraft until the end of the flight. We reserve the right to refuse you carriage if you don't comply with such requirements or if your travel documents appear not to be in order.

### **13.3 Refusal of Entry**

If you are denied entry into a country, you will be responsible for the payment of any fine, penalty, sanction or charge imposed on us by any governmental agency of the involved country, for the payment of any detention costs that may be imposed on us, for the payment of any costs that we may reasonably pay or agree to pay and for the cost of transporting you from such country. The amount collected for your carriage until the point where you have been denied entry shall not be refunded by us.

### **13.4 Passenger's Responsibility for Fines, Detention Costs, Etc.**

If we have to pay any fine, penalty, fee, charge, sanction or costs or to incur any expense, by reason of your failure to comply with laws, regulations, decisions, demands or other travel requirements of the involved countries or of your non presentation of the necessary documents, you must, on demand, reimburse us of any amount so paid or expend. Any value

of any unused carriage on your Ticket and/or any funds of yours in our possession, may be taken into consideration by us towards such reimbursement.

### **13.5 Customs Inspection**

If required, you shall be present at the inspection of your Baggage by customs or other Government officials. We shall not be liable to you for any losses or damages that you may suffer in the course of such inspection or due to your non presence at same.

### **13.6 Security Inspection**

You shall submit and you shall allow your Baggage to be submitted to any security checks by us or by officers of Governments, airports or Carriers.

## **ARTICLE 14 SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.11 below.

## **ARTICLE 15 LIABILITY FOR DAMAGE**

The liability of TAP AIR PORTUGAL and of each Carrier involved in your journey will be determined in accordance with respective Conditions of Carriage. Our liability provisions are the following ones:

**15.1.1** Unless otherwise provided for herein, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

**15.1.2** Our liability for Damages in the event of death, wounding or other bodily injury suffered by a Passenger and caused by an accident is not subject to any financial limit, be it defined by law, convention or contract.

**15.1.2.1** The obligation of insurance set out in Article 7 of Regulation (EEC) Nr 2407/92 of the Council, of July 23, 1992, shall be understood as requiring that we shall be insured up to the limit of our liability set out in Article 15.1.2.2 below and after that up to a reasonable level.

**15.1.2.2** For any Damages up to the sum of **128,821** SDRs, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the Damage or that it was impossible for us or our agents to take such measures.

**15.1.2.3** Except when the Montreal Convention is applicable, the provided for in Article 15.1.2.2 above shall not be applicable to claims which, however asserted, are made by public insurance or similar entities (except if such entities are from the United States of America). Such claims shall be subject to the limit specified in the Convention and to all defences foreseen therein.

**15.1.2.4** Notwithstanding the provided for in Article 15.1.2.2 above, if we prove that the Damage was caused or contributed to by the negligence of the injured or deceased Passenger, we may be wholly or partly exonerated from our liability in accordance with applicable law.

**15.1.2.5** 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 to same the advance payments necessary to meet his/her immediate economical needs on a basis proportionate to the hardship suffered.

**15.1.2.6** Without prejudice to the provided for in Article 15.1.2.5 above, the advance payments shall not, in the event of death, be lower than the equivalent in Euros to 16,000 SDRs per Passenger.

**15.1.2.7** The fact that we make an advance payment shall not mean any recognition of liability by us.

**15.1.2.8** Except in the cases described in Article 15.1.2.4 above or in circumstances where it is subsequently proved that the Damage was caused or contributed to by the negligence of the person who received the advance payment or that such person was not the person entitled to compensation, an advance payment made as per Article 15.1.2.5 above shall not be reimbursable.

**15.1.3** Without prejudice to the provided for in Article 9 above or in any applicable law, unless we prove that we or our employees or agents have taken all the measures that could reasonably be required to prevent the Damage or that it was impossible, to us or to them, to take such measures, in which case we shall not liable, our responsibility for damages caused by delay in the carriage of persons is limited to the equivalent in Euros to **5,346** SDR's per Passenger.

**15.1.4** Our liability for damage to and for delay of Baggage is, as per the Convention, subject to limits, which shall not be applied if you prove that the damage or the delay has resulted from an act or omission by us or by our employees or agents done (i) with the intention of causing a damage or (ii) recklessly and with knowledge that damage would probably result.

**15.1.5** In most cases, the Warsaw Convention as amended establishes a liability limit of **17** SDRs per kilogram of Checked Baggage and a liability limit of 332 SDRs for all the Unchecked Baggage of a Passenger. However, whenever the Montreal Convention is applicable, our liability as to the carriage of Baggage is limited to the equivalent in Euros to the amount of **1,288** SDRs per each Passenger, in the case of destruction, loss, damage or delay. If, at the time you deliver your Baggage for check-in, you declare, in writing, a higher value, under a special declaration of value subject to an additional fee, our liability shall be

limited to such higher declared value. If any applicable law establishes different limits, such limits shall be applicable.

**15.1.6** If the weight of your Checked Baggage is not recorded on your Baggage Check, we will presume that same is not higher than the amount of the free Baggage allowance for the class of service recorded on your Ticket.

**15.1.7** We shall neither be liable for any illness, injury or disability, namely death, attributable to your physical conditions nor for the aggravation of same nor for any Damage caused by your Baggage.

**15.1.8** Any Damage caused by your Baggage to others or to others' property, namely ours, will be your liability.

**15.1.9** We shall not in any way be liable for Damage relating to items that you must not include in your Baggage as per Article 8.3 above, which items include fragile, perishable and valuable items (such as money, jewelry, precious metals, computers, personal electronic devices, shares certificates, bonds and other valuable documents), business or academic documents, passports and other identification documents.

**15.1.10** Any liability we may have will be excluded or reduced in the case that we prove that it was a negligent act or omission on your part that has, respectively, caused it or contributed to it.

**15.1.11** Without prejudice to the provided for in any applicable law, we shall only be liable for Damage occurring during carriage on a flight or flight segment where our Airline Designator Code appears in the carrier box of the Ticket for such flight or flight segment. If we issue one or more Tickets or if we check baggage for carriage by any other carrier, we shall only do so as agent for such other carrier, but you may, nevertheless, present a claim to the first or the last carrier.

**15.1.12** We shall not be liable for any Damage arising from our compliance with applicable laws and/or governmental rules and regulations or from your failure to comply with same.

**15.1.13** Unless otherwise expressly provided for in these Conditions or in any applicable law, we shall only be liable, in accordance with the Convention or other applicable law, for recoverable compensatory damages relating to proven losses and costs.

**15.1.14** The contract of carriage, namely these Conditions and the exclusions or limitations of liability, applies to our Authorised Agents, employees, agents, representatives and directors to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, servants, employees, agents, representatives and directors shall not exceed the amount of our own liability, if any.

**15.1.15** Unless otherwise expressly provided for in these Conditions, nothing in same shall imply the waiving of any exclusion or limitation of our liability under the Convention or other applicable laws.

## ARTICLE 16 CLAIMS AND ACTIONS

### 16.1                                      Claims                                      concerning                                      Baggage

**16.1.1** Unless you prove otherwise, the acceptance of Checked Baggage by the bearer of the Baggage Check without complaint at that time is sufficient evidence that the Checked Baggage has been delivered to him/her in good conditions and in accordance with the contract of carriage.

**16.1.2** If you wish to file a claim with us for damages to Checked Baggage, you must do so immediately after you discover the damages and, no later than seven (7) Days from the date of acceptance. If you wish to file a claim with us for delay of Baggage, you must do so within twenty- one (21) Days from the date on which the same was placed at your disposal.

**16.1.3** Claims must be made in writing and submitted with our specialized service Fale Connosco at <https://www.flytap.com/support/complaint>.

**16.1.4** Any right to Damages shall be extinguished if an action is not brought within two (2) years reckoned from the date of arrival of the aircraft at destination or from the date on which the aircraft ought to have arrived or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seised of the case.

### 16.2      Claims      on      Delays,      Denied      Boarding      or      Cancellation      of      Flights

**16.2.1** This Article 16.2 is applicable to claims submitted in accordance with Regulation(EC) No. 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, and repealing Regulation (ECC) No.295/91.

**16.2.2** Passengers must submit their claims directly to TAP Air Portugal and allow TAP Air Portugal, before engaging third parties to claim on their behalf. Claims may be submitted with our specialized service Fale Connosco at <https://www.flytap.com/support/complaint>.

**16.2.3** Article 16.2.2 does not apply to Passengers who do not have the legal capacity to submit claims themselves. In such cases, the claim may be submitted by the legal representatives of the Passenger and TAP Air Portugal may request evidence of the respective powers.

**16.2.4** In any event, unless as provided for in Article 16.2.3, TAP Air Portugal will not process claims submitted by third parties that are not accompanied by documentation evidencing their respective powers to act on behalf of the Passenger.

**16.2.5** Passengers are not prohibited by this Article 16.2 from obtaining legal or other advice



before submitting their claim directly to TAP Air Portugal.

**16.2.6** In accordance with TAP Air Portugal's procedures, and unless as otherwise expressly indicated in writing by the Passenger, any payment of a compensation in cash will be made to the payment card or the bank account that the Passenger used to make the booking. TAP Air Portugal may request evidence that the Passenger is the holder of the relevant bank account.

### **16.3 Time Limit for Bringing an Action**

The time limit for bringing actions before national courts is subject to the applicable national legislation.

**NOTE** Since 15 February 2016, the online dispute resolution (ODR) platform is available at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. This platform intends to resolve disputes in a faster, easier and cheaper way. When consumers submit a complaint on the ODR platform, the alternative dispute resolution (ADR) entities shall act as arbitrators between the parties to resolve the dispute. More information on the ADR and the ODR platform is available at [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/adr-odr/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr-odr/index_en.htm) and <http://cec.consumidor.pt/>.

### **16.4 Assignment**

The assignment of any right to compensation, damages or refund shall only be valid where the right is assigned to natural persons that are registered in your flight booking as additional passengers and/or, if you are a member of a travel group, to other passengers of this travel group and/or, where the customer is a minor or otherwise not legally competent, to their guardians. In all other cases the assignment of any right to compensation, damages or refund against us to third parties shall be invalid. This prohibition of assignment does not apply where assignment or subrogation of the claim is required by law.

## **ARTICLE 17 OTHER CONDITIONS**

Your carriage and the one of your Baggage is also provided in accordance to some other regulations and conditions that apply to or have been adopted by us. Such regulations and conditions, as varied from time to time, are important and concern, among other things, the carriage of unaccompanied minors, pregnant women and sick passengers, restrictions on use of electronic devices and items, smoking and consumption of alcoholic beverages on board, passengers with reduced mobility, items forbidden in the baggage and limits on measures, size and weight of baggage. Such regulations and conditions shall be made available to you on request.

## **ARTICLE 18 INTERPRETATION**

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

## **ARTICLE 19 MODIFICATION**

No agent, employee, director or representative of TAP has the authority to alter, modify or waive any provisions of these Conditions of Carriage or of TAP's regulations.

## **ARTICLE 20 GOVERNING LAW**

These Flight Conditions are governed and shall be construed in accordance with International Legislation, including the applicable Community Regulations or, where appropriate, in accordance with the legislation of the passenger's actual place of residence.

## **ARTICLE 21 JURISDICTION**

Any dispute related to your transport agreement with TAP will be subject to the jurisdiction of the Courts determined by International Legislation, including the applicable Community Regulations or, as the case may be, the regulations on Consumption and / or procedural matters of the passenger's actual place of residence. In the absence of express regulations among those referred to above, said dispute shall be subject to the exclusive jurisdiction of the Courts of Lisbon (Portugal).

## **ARTICLE 22 OVERRIDING VERSION**

These Conditions of Carriage have a Portuguese version and an English version and may have versions in other languages. In case of conflict between any such versions and the Portuguese one, the Portuguese version shall prevail.

**TRANSPORTES AÉREOS PORTUGUESES, S.A.**

Note: For information only, we refer that on the 2nd of June, 2008 each SDR corresponded to: Euros: 1,04 (one Euro and four cents); and USD: 1,62 (one dollar and sixty two cents of the United States of America).